

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0714**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 27, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and Make Santa Fe, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide workforce development services to the City.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 1 of the Agreement is amended to add additional services, so that Article 1, paragraph C of the Agreement reads as follows:

The Contractor shall continue to provide services in innovative workforce development centered around digital fabrication, making and manufacturing. This shall be achieved through offering a slate of certification programs, partly based on previous work done under contract with City of Santa Fe. These programs instill core competency in advanced manufacturing, related software and the operation and maintenance of digital fabrication equipment and software.

C. The Contractor shall achieve the following deliverables for fiscal year 2018/2019:

(1) Take the first initial cohort of registered apprentice candidates and incumbent workers through the Maker Professional Registered Apprenticeship Program in collaboration with area employers. Successful completion of the program relates in a Department of Labor certification as a journeyman apprentice.

(a) Place a target of 50% of a program graduates in jobs in the Santa Fe metro area, in accordance with Department of Labor standards for wage minimums and planned wage increases.

(b) Provide a final report that includes:

(i) Number of apprentice and pre-apprentice candidates completing the program.

(ii) 100 point competency assessments of individual skill development at the core of the Maker Professional Apprenticeship Program.

(iii) Wages, job titles, industry type, and responsibilities of apprentices hired following the program.

(2) Continue to support pre-apprenticeship training cohorts through the award-winning DigiFab Youth Lab in partnership with other community groups providing youth services.

(3) Fully launch the public facing Made Right Here Registered Apprenticeship Training Program:

(a) Share success stories from initial cohort

- (b) Conduct outreach to Northern New Mexico
- (c) Conduct a minimum of one cohort.
- (4) Launch the Women's Advanced Tools and Techniques (WATT) program.

- (a) Identify instructors, visiting experts, and course schedule.
- (b) Create and procure educational/learning materials.
- (c) Cultivate opportunities for graduates, including additional training, employment or entrepreneurial pathways.

- (5) Deliver a final report and overall narrative of what was learned and that includes data and metrics from all programs:

- (a) Data and information collected from for each cohort and each program as well as external engagement and through website and social media.

- (b) Number of program participants and individual demographics.

- (c) Completion interviews, portfolios and assessment of skill increases.

- (d) Outcomes including employment, new businesses, enrollment in additional training, etc

2. COMPENSATION

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty five thousand dollars (\$25,000), so that Article 3, Paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a

sum not to exceed sixty thousand dollars (\$60,000), inclusive of applicable gross receipts taxes.

(1) Payment of seven thousand five hundred dollars (\$7,500) upon contractor completing initial Maker Professional cohort and delivering final report specific to that project.

(2) Payment of seven thousand five hundred dollars (\$7,500) upon launch of WATT program.

(3) Payment of five-thousand dollars (\$5,000) upon completion of initial WATT cohort.

(4) Payment of five thousand dollars (\$5,000) upon receipt and acceptance of final report.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on July 31, 2019, unless sooner pursuant to Article 6 infra.

B. Option to Renew. The City retains the right to renew this Agreement up to one additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.


3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, Amendment No. 1 and the

Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:



ALAN WEBBER, MAYOR

Date: 8/1/18

CONTRACTOR:

MAKE SANTA FE, LLC

: 

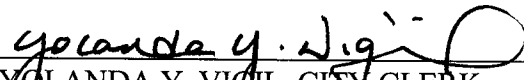
Date: 8/9/18

CRS # 03-314064-00-2

City of Santa Fe Business

Registration # 18-00130086

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 6/27/18

APPROVED AS TO FORM:

 6/5

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

 07/31/18

DIRECTOR
FINANCE DEPARTMENT

22116.510340

BUSINESS UNIT/LINE ITEM