



City of Santa Fe, New Mexico

Memorandum



DATE: February 27, 2024

TO: John Blair, City Manager JB

VIA: Emily K. Oster, Finance Department Director EKO
Travis Dutton-Leyda, Chief Procurement Officer TDL
Rich Brown, Community Development Director RB
Chelsey Johnson, Arts and Culture Department Director CJ

FROM: Melissa Velasquez, Arts Services Coordinator MV

ITEM AND ISSUE:

Request for the Approval of First Amendment to extend agreement to a) Delivery and Installation Deadline No later than December 31, 2024 and b) Contract Term Date Contract shall terminate on March 31, 2025. Agreement was formerly executed in FY 21-22 and is contract for the Purchase of Public Art for Display of Artwork on City Property (6600 B. Valentine Way/Santa Fe Teen Center) with New Mexico Arts (State of New Mexico) in the amount of \$50,100.

BACKGROUND AND SUMMARY:

The Santa Fe Arts and Culture Department receives public art purchase funds from the State of New Mexico as a result of Bond Revenue Funds for Capital Improvement Projects. Contracts for purchase are administered by New Mexico Arts (State of New Mexico) as the distributor of funds and manager(s) of procurement. These projects contribute to the City's Art in Public Places program that places public art in new construction City properties for the beautification of the community. There is no cost to the City.

CONTRACT NUMBER:

The FY23 Munis contract number is 3203285

FUNDING SOURCE:

3502775/572970 (There is no cost to the City)

ACTION REQUESTED:

Arts and Culture Department respectfully requests your review and approval.

FIRST AMENDMENT TO AIPP AGREEMENT

THIS AMENDMENT TO AGREEMENT (the “Amendment”) is made, by and between Alas de Agua. (“Artist”), Partners in Education Foundation for the Santa Fe Public Schools (“Fiscal Agent”), the State of New Mexico Department of Cultural Affairs/New Mexico Arts Division (“NMAD”), and the City of Santa Fe (“Owner Agency”), collectively the “Parties”. The date of this Amendment shall be the date when it is executed by the parties, whichever signature occurs last.

RECITALS

A. The Parties entered into that certain Agreement with Addendum, fully executed on October 12, 2022 (the “**Agreement**”). All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Agreement. After this Amendment is executed by the Parties, all references to the Agreement shall include the Agreement as revised by this Amendment.

B. The Parties now desire to amend the Agreement due to a fiscal agent change. The original fiscal agent “Youthworks”, the Artist “Alas de Agua”, and the new fiscal agent “Partners in Education Foundation for the Santa Fe Public Schools” have notified NMA in writing to this change, please see Exhibit A attached herein.

NOW, THEREFORE, in consideration of the foregoing, and of the conditions, terms, covenants and agreements set forth herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree that the Agreement is amended as follows:

AGREEMENT

1. The following dates in the Agreement are extended as set forth below:

- a. Delivery and Installation Deadline – No later than December 31, 2024
- b. Contract Term Date – Contract shall terminate on March 31, 2025

2. The Fiscal Agent going forward will be the Partners in Education Foundation for the Santa Fe Public Schools, P.O. Box 23374, Santa Fe, NM 87502, (505) 474-0240, www.sfpartersineducation.org, Antoinette Villamil, Executive Director. All remaining phase payments (II, III, and Final) will be issued to this entity moving forward, as well as, all Fiscal Agent responsibilities outlined in the original professional services contract will be assumed by this new Fiscal Agent “Partners in Education Foundation for the Santa Fe Public Schools.”

3. Full Force and Effect. All other terms of the Agreement not modified or changed by this Amendment are and hereby shall remain the same and in full force and effect between the parties.

4. Facsimile; Counterparts. Facsimile, scanned or photocopied signatures of or on behalf of any Party on this Amendment shall be effective for all purposes, including delivery, as

an original. This Amendment may be executed in multiple originals which shall be deemed to be one document.

5. Each Party covenants to the other parties that they are authorized to execute this Agreement and bind said Party to this Amendment.

IN WITNESS of the foregoing provisions, the parties have executed and delivered this Agreement as Amended. The date of this Amendment shall be the date when it is executed by the parties, whichever signature occurs last.

FISCAL AGENT

By: See Next Page Date: _____

Antoinette Villamil, Executive Director
Partners in Education Foundation
for the Santa Fe Public Schools

CONTRACTOR/ARTIST

By: See Next Page Date: _____

Israel F. Haros Lopez – Co-Founder/Executive Director,
Alas de Agua

OWNER AGENCY

By: John Blair Mar 8, 2024
John Blair (Mar 8, 2024 14:40 MST) Date
John Blair, City Manager, City of Santa Fe

By: Geralyn Cardenas Mar 27, 2024
Geralyn Cardenas (Mar 27, 2024 10:22 MDT) Date
Geralyn Cardenas, Interim City Clerk, City of Santa Fe *X/V*

By: Patricia Feghali Dec 1, 2023
Patricia Feghali (Dec 1, 2023 13:46 MST) Date
Patricia Feghali, Assistant City Attorney, City of Santa Fe

By: Emily K. Oster Mar 8, 2024
Date
Emily K. Oster, Finance Director, City of Santa Fe

NEW MEXICO ARTS

By: _____ Date
Michelle Laflamme-Childs, Executive Director

an original. This Amendment may be executed in multiple originals which shall be deemed to be one document.

5. Each Party covenants to the other parties that they are authorized to execute this Agreement and bind said Party to this Amendment.

IN WITNESS of the foregoing provisions, the parties have executed and delivered this Agreement as Amended. The date of this Amendment shall be the date when it is executed by the parties, whichever signature occurs last.

FISCAL AGENT

By: *A. Villamil* Date: 12/11/2023

Antoinette Villamil, Executive Director
Partners in Education Foundation
for the Santa Fe Public Schools

CONTRACTOR/ARTIST

By: *Israel F. Lopez* Date: 12/13/2023

Israel F. Haros Lopez – Co-Founder/Executive Director,
Alas de Agua

OWNER AGENCY

By: _____
Alan M. Webber, Mayor, City of Santa Fe Date

By: _____
Geraldyn Cardenas, Interim City Clerk, City of Santa Fe Date

By: *Patricia Feghali* Date: Dec 1, 2023

Patricia Feghali (Dec 1, 2023 12:49:58)
By: _____
Patricia Feghali, Assistant City Attorney, City of Santa Fe Date

By: _____
Emily K. Oster, Finance Director, City of Santa Fe Date

NEW MEXICO ARTS

By: _____
Michelle Laflamme-Childs, Executive Director Date

NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS

By: _____
Max DeAzevedo, General Counsel
Approved as to form
Date

By: _____
Greg Geisler, ASD Director/CFO
Approved as to budgetary sufficiency
Date

By: _____
Debra Garcia y Griego, Cabinet Secretary
Date

EXHIBIT A



Partners
in Education
Foundation

for the Santa Fe Public Schools

PO Box 23374

Santa Fe, NM 87502

505-474-0240

www.sfpartnersineducation.org

Melynn Schuyler
1501 Llano Street
Santa Fe, NM 87505

October 18, 2023

Dear Melynn,

This written request serve as confirmation that Alas de Agua Art Collective is approved as a new fiscal program under Partners in Education Foundation (PIE) for the Santa Fe Public Schools.

We have Art Director Israel Haros' permission to transfer all funds to PIE. Our bookkeeper Meredith Madri will assist with this process.

Please be in touch if you need any additional information.

With warm wishes,

A handwritten signature in cursive script that reads "Antoinette".

Antoinette Villamil
Executive Director

EXHIBIT B

Doborski, Meredith, DCA

From: Melynn Schuyler <melynn@santafeyouthworks.org>
Sent: Thursday, September 28, 2023 11:52 AM
To: Doborski, Meredith, DCA
Cc: Cheyenne Black
Subject: [EXTERNAL] Re: Payment to Alas de Agua - Israel
Attachments: image001.png

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Meredith,

I have just called to reach you at your office, and learned that you are not in today. I am in an urgent situation with Alas de Agua's \$25,050 NM Arts grant funding that came through YouthWorks bank account. As of June 30, 2023 Alas De Agua was no longer a project under YouthWorks. YouthWorks has the need to focus on our own work and it was determined last fall that all any and all projects sponsored should be asked to make arrangements to move on to other umbrellas. They were given notice of this separation in December 2022. They had 6.5 months to locate another fiscal sponsor and apparently did not secure a fiscal umbrella in this time. It was their responsibility to let you know that they no longer had a fiscal sponsor to accept these funds, even though they expected the funds to arrive before June 30, 2023. When this \$25,050 hit our account in September (9/12/23) I was directed, again, by my Board of Directors to correspond with Als to get the funds immediately transferred out to their new fiscal sponsor. They have not indicated that they have one to date. I am directed by the Board at this time to communicate with you that we must return the funds to NM Arts. I don't know how to accomplish this and need your guidance. I am sorry for this situation, but it is not the responsibility of YouthWorks to take care of Alas de Agua's project funds any longer, and they were very clear about his deadline.

I am sending this email to you for advice, and will also email Israel Haros that we are working to return the funds. We hope that you can assist Alas de AgAu with their current situation as they have this project underway and we cannot accommodate the expenditures from this grant.

Thank you.

Yours,

Melynn

Melynn Schuyler
Executive Director
505.989.1855
santafeyouthworks.org



CXT#	23036.0	CXTS	\$50,100	AIPP PC	AB
FUND STREAM	50500--69800--A20E5022--535200—E2744/39,100.00 (STB20A) 50500--69800--A19D5001--535200--D3210/11,000.00 (GF19)				
VENDOR ID	0000054055				

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
NEW MEXICO ARTS DIVISION
ART IN PUBLIC PLACES PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Cultural Affairs/New Mexico Arts Division (hereafter, "NMAD"), acting through Debra Garcia y Griego, its Cabinet Secretary, **City of Santa Fe**, hereinafter referred to as "Owner Agency", and **Youthworks, Inc.**, fiscal agent, a New Mexico non-profit corporation, hereinafter referred to as "Fiscal Agent" for **Alas de Agua**, an unincorporated group of individual artists, hereinafter collectively known as the "Contractor" or "Artists", working cooperatively and collectively to provide the Artwork contracted for through the Art in Public Places (AIPP) program, as set forth below.

WHEREAS, the Art in Public Places Act, NMSA 1978, Section 13-4A-1, et seq., (the "Act"), requires the allocation of one percent (1%) of certain legislative appropriations for capital expenditures to be set aside in a dedicated fund for the acquisition or commission of works of art to be used in, upon, or around public buildings;

WHEREAS, NMAD is authorized to administer the art in public places fund pursuant to the Act;

WHEREAS, the Owner Agency desires to commission public Artwork to be located at **City of Santa Fe - Southside Teen Center's 6600 B Valentine Way, Santa Fe, NM 87507**, hereinafter referred to as the "Work Site";

WHEREAS, in conformity with NMAD's rules and the Act, the Artwork was selected by the Owner Agency's Local Selection Committee;

THEREFORE, NMAD, the Owner Agency, and the Contractor, for consideration and under the conditions hereinafter set forth, agree as follows:

Article 1. Scope of Services

1.0 Definitions.

- a) "Artwork" means the works of art designed and created by the Contractor and accepted by the Local Selection Committee, described as **Six (6) Untitled acrylic, aerosol, and screen-printing works on large and smaller canvas art panels ranging from 2' x 4' to 4' x 8', and includes any necessary and/or attached Work Base(s); plus two community engagement events;**
- b) "Work Base" is a component of the Artwork and means the foundation upon which each work of art is mounted;
- c) "Work Site" means the specific area of the Owner Agency's site within, upon, or around the public building with which the Artwork is associated and where it will be permanently attached or installed;
- d) "Owner Agency" is the agency having the control and management of the public building with which the Artwork is associated and the agency that received the appropriation for the construction or renovation of the building.

1.1 General Duties of Contractor, Owner Agency, and NMAD.

- a) The Contractor shall create the Artwork and any Work Base as presented in the final presentation to the Local Selection Committee, and shall only change elements of the presented expression, including design, color, size, material, and texture, upon prior written approval from the Owner Agency, and shall perform all services and furnish all supplies, materials, and equipment necessary for the transportation to the Work Site and secure installation of the Artwork and Work Base at the Work Site except as otherwise agreed to in this Contract;
- b) The Contractor represents and warrants that the Artwork will be a unique, original Artwork especially and specifically designed for the Work Site and that the Artist has not and will not duplicate or create derivative works of the Artwork without the prior written permission of the Owner Agency and NMAD.
- c) Before creating the Artwork and Work Base, the Contractor, if required by NMAD and the Owner Agency, will deliver to NMAD and Owner Agency structural drawings certified by a New Mexico licensed

professional engineer. The certified drawings will establish the engineering soundness of the Artwork and the proposed installation of the Artwork and Work Base at the Work Site.

d) The Contractor shall pay for the services of a professional fine art conservator to review the Artwork if NMAD determines that a fine art conservator's report is required for any reason or the Artwork has any of the following qualities:

- (1) intended as an exterior work;
- (2) created with non-archival media;
- (3) anticipated to be exposed to adverse environmental conditions; or
- (4) composed of materials that may not be durable or materials that pose other maintenance concerns.

The fine art conservator will create and deliver to NMAD and the Owner Agency a report analyzing the durability of the media and the required periodic maintenance. The fine art conservator shall assign in writing all right, title and interest, including, but not limited to, the copyright, in the report, to NMAD.

e) The Contractor shall obtain prior written approval from NMAD and the Owner Agency on the certified and reviewed drawings before the Artwork advances beyond the design and planning stage.

f) The Owner Agency shall perform and be responsible for the following services in a satisfactory and proper manner as determined by NMAD and is responsible and shall pay for the following:

(1) Preparation of the Work Site, allowing the Contractor **necessary access to the Work Site to install the Artwork and Work Base and ensure that all areas are finished and ready to receive the Artwork and Work Base when the Artist is ready to install the Artwork.**

(2) The reasonable access of the Contractor to the Work Site for the execution and installation of the Artwork. The Owner Agency, as agreed upon between those parties, shall, in consultation with the Contractor and NMAD, take reasonable precautions to secure the Work Site and its contents during the installation of the Artwork but shall have no liability to the Contractor for damage to or loss of the Artwork.

1.2 *Modification of Proposal*

a) The Contractor shall present to the Owner Agency and NMAD for their review and prior written approval any proposed changes in the scope, design, color, size, material, texture, estimated budget, or change of project intent of the Artwork that is in the plans and designs presented by the Artist during the Artist's final presentation to the Local Selection Committee.

b) The Artist shall submit Artist's requested changes on NMAD's Modification of Proposal Form 1.1 to the Owner Agency and NMAD. NMAD shall return the approved form or communicate the reasons for non-approval of the change(s) to the Contractor and Owner Agency. The Contractor shall not implement or proceed with any proposed change(s) until the Contractor receives the completed and approved Modification of Proposal Form.

1.3 *Delivery and Installation.*

a) **The Contractor shall install the Artwork and Work Base at the Work Site no later than September 30, 2023.** The Contractor shall notify the Owner Agency, in writing, 30 days in advance, of the date when the Contractor expects to complete the Artwork and Work Base and install it at the Work Site.

b) The Contractor shall ensure that the Artwork and Work Base are installed with appropriate permanent and anti-theft measures and/or devices to protect the Artwork from undue wear and/or damage and/or loss; provided, however that the Contractor shall have no authority to modify the Site in any manner.

c) The Contractor shall provide a project identification plaque for the Artwork, which shall include the following information: the title of the Artwork, Contractor's name, year of completion, and a statement that the Artwork was "Funded through the Art in Public Places Program of the State of New Mexico, Department of Cultural Affairs". The Contractor shall deliver and install the project plaque to the Work Site when installing Artwork.

1.4 *Post-Installation Documentation.*

Within thirty (30) days after the installation of the Artwork, the Contractor shall furnish NMAD and Owner Agency with the following, relating to the Artwork as completed and installed:

- (a) a publication-ready JPEG of the Artwork, with a minimum resolution of 300 ppi (pixels per inch) and a minimum size of 7 inches on the longest edge;
- (b) a JPEG of the Artwork in situ at the Work Site;
- (c) a complete written description of the Artwork;

- (d) written instructions for appropriate maintenance and preservation of the Artwork, including a maintenance schedule; and
- (e) a comprehensive list of all materials used in the creation of the Artwork (e.g., paint types, gauge and type of metal, adhesive materials, clay body and firing, etc.).

1.5 *Final Acceptance.*

- a) The Contractor shall notify NMAD, in writing, by furnishing NMAD and Owner Agency with the Post-Installation Documentation outlined in Article 1.4, when all services required under this Contract have been completed.
- b) The Owner Agency shall notify the Artist and NMAD, in writing, using the "Notice of Acceptance" signature area on the NMAD *Final Payment Invoice* form, of its final acceptance of the Artwork and Work Base.
- c) The Owner Agency's final acceptance is conditioned upon the Contractor's disclosure of any outstanding or disputed claims against the Contractor arising out of the Artwork, such as claims by subcontractors, suppliers, or foundries, and Contractor's indemnification of NMAD and Owner Agency for such claims or upon the Contractor's certification that to the artist's knowledge no such claims exist.
- d) If the Owner Agency determines and notifies the Contractor and NMAD within 10 days of receipt of Contractor's notice in 1.5(a), above, that services for which the Contractor is responsible are incomplete or unsatisfactory, the Contractor shall resolve the issues to the satisfaction of the Owner Agency and NMAD at no further cost to the Owner Agency or NMAD.

1.6 Risk of Loss.

The risk of loss or damage to the Artwork and Work Base shall be borne by the Contractor until title to the Artwork passes to the Owner Agency in accordance with Paragraph 1.7. Until title passes to the Owner Agency, the Contractor shall take such measures as are necessary to protect the Artwork from loss or damage, including maintaining a policy of insurance in an amount of not less than the value of the Artwork and Work Base or the amount of this Agreement, whichever is greater, carrying insurance to cover the risk of damage to the Artwork and Work Base and naming NMAD as the loss payee.

1.7 *Use Rights and Title.*

If, for any reason, this Contract terminates prior to the Artwork's completion and after NMAD completes payment for Phase I, NMAD shall have the right to possess and use the Contractor's sketches, designs, models and other similar things for the Artwork and may complete the Artwork without compensating the Contractor further.

Title to the Artwork shall pass to the Owner Agency after final completion and installation of the Artwork and upon the Owner Agency signing a Notice of Acceptance/Final Payment Invoice form. If the Owner Agency fails, within 30 days of final completion and installation of the Artwork by the Contractor, to execute a *Notice of Acceptance/Final Payment Invoice* form, or to notify NMAD of Artist services that are unsatisfactory, title and ownership of the Artwork will transfer from the Contractor to the Owner Agency.

The Owner Agency shall insure the artwork upon transfer of title.

Article 2. Term.

The Contract shall become effective upon the date of last party signature, below. The Contract shall terminate on **March 31, 2024**, unless amended subject to Article 4 or terminated pursuant to Article 11 herein.

Any and all obligations arising under Article 1, Sections 1.5 and 1.7, and Articles 5, 7, 8 shall survive the termination of this Contract, and such survival shall specifically include any other terms and provisions of the Contract necessary to give full force and effect to said provisions.

Article 3. Compensation and Payment Schedule.

3.1 Fixed Fee.

NMAD shall pay the Contractor a fixed fee of **fifty thousand one hundred dollars and 00/cents (\$50,100.00)**, from the allocation for the Art in Public Places program and fund which shall constitute full compensation for all services, taxes, insurance, filing fees, engineering fees, professional conservator fees, materials, shipping or mailing charges, and travel for the Contractor or subcontractors or employees to be furnished by the Contractor under this Contract. NMAD shall pay Contractor for completed phases upon receipt of a Payment Invoice form signed by the Owner Agency Representative and the Contractor. Each installment's payment shall constitute full and final payment for the services and materials required to complete that phase.

- a) *Payment Invoice - Phase I: twelve thousand five hundred twenty five dollars and 00/cents (\$12,525.00)*, upon execution of this professional services contract, for initial planning and design of the Artwork.
- b) *Payment Invoice - Phase II: twelve thousand five hundred twenty five dollars and 00/cents (\$12,525.00)*, upon design finalization and approval. Contractor shall document finalization by submitting

detailed renderings and materials lists to the Owner Agency and NMAD and NMAD shall make payment upon approval by the Owner Agency.

- c) **Payment Invoice - Phase III: twelve thousand five hundred twenty five dollars and 00/cents (\$12,525.00)**, upon material fabrication and approval. Contractor shall document finalization by submitting photos to the Owner Agency and NMAD and NMAD shall make payment upon approval by the Owner Agency.
- d) **Final Payment Invoice: twelve thousand five hundred twenty five dollars and 00/cents (\$12,525.00)**, including any applicable gross receipts tax, for final completion and installation of the Artwork at the Owner Agency's Work Site. Contractor shall submit the **Final Payment Invoice** form to NMAD. The form must be filled out and **signed by the Fiscal Agent, Contractor, Owner Agency Signatory, and NMAD's Project Coordinator** to confirm completion and acceptance, installation, and receipt of maintenance instructions and Project Plaque.

3.2 Taxes.

The Artist shall pay any and all applicable state or federal taxes, including payment of gross receipts tax, arising or resulting from the performance of services under this Contract.

Article 4. Extension of Time.

NMAD may, in NMAD's discretion, grant a reasonable extension of time to the Contractor in the event that there is a reasonable delay on the part of the Owner Agency in performing either of their obligations under this Contract, or if conditions beyond the Contractor's control or Acts of God render timely performance of the Contractor's services impossible. Any party claiming an instance of conditions beyond that party's control or due to an act of God, shall provide notice of such to the other parties as soon as possible.

All requests by the Contractor or the Owner Agency for time extensions shall be made in writing to NMAD at least ninety (90) days prior to the end of the term described in **Article 2**. NMAD will review all written requests and notify the Owner Agency and the Artist of its decision within ten (10) days of receipt of the written request. An extension to the termination date in this Contract requires a signed, written contract amendment.

Contractor shall not be entitled to additional payment in the event that the Work Site is not completed or otherwise suitable for installation when the Artist is scheduled to install the Artwork. Contractor shall obtain confirmation from NMAD that the Work Site is ready for installing the Artwork and Work Base prior to incurring shipping costs or other costs that are related to installation or placement of the Artwork and Work Base. In the event of such delay, the parties shall extend the contract term co-extensive with the length of the delay and NMAD shall approve a new installation schedule in consultation with the Owner Agency.

Article 5. Warranties.

5.1 Warranties of Title.

The Contractor represents and warrants that the Artwork will be: (a) solely the result of the artistic effort of the Contractor; (b) unique and original, except as otherwise disclosed in writing to NMAD and the Owner Agency, (c) not a duplicate and not accepted for sale elsewhere unless disclosed and approved in advance by NMAD in writing; (d) not infringing upon any copyright or any other claim of ownership or rights by any third party; and (e) free and clear of any liens or claims from any source of any type whatsoever.

5.2 Warranties of Quality and Condition.

The Contractor represents and warrants that (a) the Contractor will execute and fabricate the Artwork and Work Base in a professional manner; (b) the Artwork and Work Base, as fabricated and installed, will be free of defects in material and workmanship, including any defects or qualities which cause or accelerate deterioration of the Artwork and Work Base; and (c) reasonable maintenance of the Artwork will not substantially exceed those described in the maintenance recommendations submitted by the Contractor as per Section 1.4(d) of this Contract.

The Owner Agency shall give written notice to NMAD and the Contractor of any breach of the Contractor's warranty within one hundred twenty (120) days of the breach during that period. The Contractor shall, at the request of the NMAD, and at no cost to the Owner Agency or NMAD, cure reasonably and promptly any identified defect of the Artwork and/or Work Base, which is repairable by the Contractor or a professional fine art conservator hired by the Contractor. The Contractor or a professional fine art conservator shall make such repairs consistent with accepted practices of professional conservation (including, by way of example and not limitation, repair by means of restoration, refurbishing or re-creation of part or all of the Artwork and/or Work Base).

Article 6. Insurance.

- a) Until such time that title to the Artwork passes to the Owner Agency, the Contractor shall maintain insurance coverage for claims and losses for both personal injury and property damage arising from performance under this Contract.

- b) Auto insurance. Contractor shall hold automobile insurance coverage with at least the minimum amount of the New Mexico State levels of coverage, twenty thousand dollars (\$20,000.00) for bodily injury or death of one person, fifty thousand (\$50,000) per accident for bodily injury to or death of two or more people, and ten thousand dollars (\$10,000) per accident for property damage.
- c) Workers' compensation. Contractor shall obtain worker's compensation insurance as required by law.

Article 7. Reproduction Rights.

7.1 General.

The Contractor retains all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Artwork, except ownership and possession and except as such rights are otherwise limited by this Contract. The Contractor grants to NMAD, the Owner Agency, and its successors a fully paid, perpetual and irrevocable license to make and use images of the Artwork for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity, educational materials, and catalogues or other similar publications.

7.2 Credit.

All reproductions by NMAD or the Owner Agency shall credit the Contractor and include a copyright notice substantially in the following form: "©[Contractor's name], installation date, date of publication, Funded through the Art in Public Places Program of New Mexico Arts, a division of the New Mexico Department of Cultural Affairs".

7.3 Reproduction Credit.

The Contractor shall include on or in any image or any other form of reproduction of the Artwork initiated or authorized by the Contractor a credit to NMAD in the following form: "Collection of the New Mexico Art in Public Places Program."

Article 8. Rights.

8.1 General.

In all matters pertaining to the Artwork and its maintenance the provisions of the New Mexico Fine Art in Public Building Act, Sections 13-4B-1 through 13-4B-3, and the federal Visual Artists' Rights Act of 1990 (VARA) shall apply; provided, however that the parties stipulate and agree that any and all damages due to destruction of the Artwork or other damages under either the Public Building Act and/or the Visual Artists' Rights Act and the Copyright Act, including by way of example and not limitation, statutory damages, costs of litigation and attorney's fees, shall be strictly limited to the amount paid to the Contractor in this Agreement. The Parties further stipulate and agree that in the event the Owner Agency determines the Work Site is needed for other purposes, or if the Owner Agency desires to move the Artwork, or loan, or part of a temporary or other exhibit, the Owner Agency can relocate the Artwork to a new location selected in the discretion of the Owner Agency or loan it to a third-party using forms approved by NMAD. If at any time the Owner Agency makes a determination to remove or destroy the Artwork, the Parties stipulate and agree to follow the deaccession policy of NMAD as to the Artwork. Pursuant to said deaccession policy, the Owner Agency must notify NMAD in writing if Artwork must be temporarily or permanently uninstalled, relocated, or destroyed one hundred twenty (120) days' notice prior to any action taking place.

8.2 Maintenance.

The Owner Agency recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The Owner Agency shall reasonably assure that the Artwork is properly maintained and protected in accordance with the maintenance schedule, instructions, and the requirements of this Contract.

8.3. Repairs and Restoration.

- a) NMAD shall have the right to determine, after consultation with the Owner Agency and a professional fine art conservator, when and if repairs and restorations to the Artwork and/or Work Base will be made. To the extent practicable, the Contractor, shall be given the opportunity to make or personally supervise significant repairs and restorations as recommended by a professional fine art conservator.
- b) If the repair or restoration is needed five years or more after payment under this contract, the Owner Agency may procure the Contractor's services for repairs or restoration, if permissible under New Mexico laws, including but not limited to the Procurement Code and State Use Act.
- c) NMAD may de-accession the Artwork if one or more of the following conditions exist: 1) the Artwork is damaged where repair is impractical or costs exceed the value of the Artwork; 2) the Artwork has faults that require repeated and excessive maintenance; 3) future site development requires the Artwork be temporarily or permanently moved, relocated, or destroyed; 4) the Artwork endangers public safety; 5)

public protest has continued unabated over a period of five years and a public hearing has not led to a solution.

d) All repairs and restorations shall be made in accordance with accepted practices of professional fine art conservation.

8.4 Waiving Rights due to Deaccession

In the event the Owner Agency has requested a deaccession of the Artwork due to an existing condition as outlined in Article 8.3.C. NMAD shall attempt to notify the Contractor in writing by certified mail of recommended actions. Notwithstanding the provisions of Copyright Act of 1976, 17 U.S.C. 101 et seq., in the event the Owner Agency must destroy or develop the Work Site, the Contractor hereby agrees to waive all rights pursuant to these Acts relative to site alteration, the Owner Agency and NMAD retain the right to determine whether and to what extent the Artwork will be restored, repaired, removed, or destroyed.

Article 9. Independent Contractor.

The Contractor, and his/her agents and employees, are independent contractors performing services for the NMAD and are not employees of NMAD. The Contractor, the Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of NMAD, as a result of this Contract.

Article 10. Subcontracting.

The Contractor may subcontract portions of the services to be provided hereunder, e.g., framing and installation, at the Contractor's expense provided that said subcontracting shall not affect the design, appearance, intent or visual quality of the Artwork as approved by the Local Selection Committee and provided that such services shall be carried out under the personal supervision and expense of the Contractor; provided, however that the Contractor shall subcontract the design and creation of the Artwork, unless, as in the instance of using a foundry to fabricate a metal sculpture, such assistance in the creative process is required to create the Artwork.

Article 11. Termination.

- a) If any party violates any of the covenants, agreements or conditions material to the Contract, any of the other parties shall thereupon have the right to terminate this Contract by giving thirty (30) days written notice of termination to all other parties e, specifying the grounds for termination, provided that the terminating party or parties makes reasonable attempts to reconcile the reason for termination prior to the notice of termination and provided that the defaulting party or parties shall have thirty (30) days from the receipt of notice to cure such default or commence actions to cure the default in the thirty (30) days.
- b) If the Owner Agency or NMAD terminate this Contract for non-compliance on the part of the Contractor, the Contractor will be ineligible to apply for new Art in Public Places funding for a period of three (3) years or more from the date the Contractor's receipt of the notice of termination.
- c) NMAD may terminate this Contract effective on the date of notice of termination if funding from the Legislature becomes unavailable as determined in NMAD's discretion or if NMAD determines that the Artwork is too expensive to maintain after reviewing a conservator's report obtained under Section 1.1(d) of this Contract.

Article 12. Contract Administrator.

NMAD shall administer this Contract, including issuing payments to the Contractor, except as otherwise agreed to in this contract.

Article 13. Non-Discrimination.

In performing the services designated in this Contract, the Contractor shall not discriminate as to race, creed, religion, sex, age, national origin or any physical, mental or sensory disability, and the Contractor shall comply with the equality of employment opportunity provisions of New Mexico and federal law as presently existing or hereafter amended.

Article 14. Indemnification.

The Contractor shall defend, indemnify and hold harmless NMAD, the Owner Agency, and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, injuries, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of or in connection with the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under

this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of NMAD and the Risk Management Division of the New Mexico General Services Department by certified mail.

Article 15. ADA Compliance.

In performing any services required hereunder, the Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (the "ADA"). The Contractor's responsibility to defend and indemnify NMAD, as provided in this Contract, includes but is not limited to claims arising from the Contractor, or Contractor's agents' or employees' acts or omissions in violation of the ADA.

Article 16. Compliance.

The Contractor shall comply with federal, state and city statutes, ordinances, and regulations applicable to the performance of the Contractor's services under this Contract.

Article 17. Entire Agreement.

This writing embodies the entire Contract and understanding between the parties hereto, and there are no other contracts, agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

Article 18. Modification.

No alteration, change or modification of the terms of the Contract shall be valid unless made in writing and signed by all parties hereto and approved by appropriate action of the *Owner Agency* and NMAD.

Article 19. Waiver.

No waiver of performance by any party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Contract. The payment or acceptance of fees for any period after a default shall not be deemed a waiver of any right or an acceptance of defective performance.

Article 20. Governing Law.

This Contract, regardless of where executed or performed, shall be governed by and construed in accordance with the laws of the State of New Mexico. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Artist acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

Article 21. Heirs and Assigns.

This Contract shall be binding upon and shall inure to the benefit of the *Owner Agency* and the Contractor and their respective heirs, personal representatives, successors and permitted assigns.

Article 22. Written Notices.

- a) All notices, requests, demands and other communications which are required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given upon the receipt thereof.
- b) For purposes of giving formal, written notice and/or to contact the Owner Agency or Representative, Contractor, or NMAD, the following addresses apply:

<u>OWNER/AGENCY</u>	<u>FISCAL AGENT</u>	<u>CONTRACTOR</u>	<u>NMAD</u>
Jarel Lapan Hill City Manager City of Santa Fe PO Box 909 Santa Fe, NM 87504 505.955.6534 jlapanhill@santafenm.gov	Melynn Schuyler Executive Director Youthworks, Inc. 1000 Cordova Place #415 Santa Fe, NM 87505 505-989-1855 Melynn@santafeyouthworks.org	Israel F. Haros Lopez – Co- Founder, Executive Director Alas de Agua 1520 Center Drive Santa Fe, NM 87507 505-470 3747 waterhummingbirdhouse@gmail. com	Anna Blyth Public Art Project Coordinator New Mexico Arts Bataan Memorial Bldg. 407 Galisteo, Suite 270 Santa Fe, NM 87501-2641 505-827-6490 505-827-6043/fax anna.blyth@state.nm.us

- c) Until NMAD receives the *Final Payment Invoice- NOA* form with the Owner Agency signature, the Contractor and Owner Agency Representative will provide NMAD with notice of any change in address within ten (10) days following that change.

After the final payment in this Contract has been made, the Contractor and Owner Agency will notify NMAD of any change in their respective addresses and NMAD will notify the other parties with any change of address within thirty (30) days following the change. Failure to notify NMAD of a change of address will waive the Contractor's and Owner Agency's rights, respectively, that are described in this Contract, except for the Contractor's copyright and reproduction rights.

Article 23. Conflict of Interest.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 to -18, regarding contracting with a public officer or state employee, have been followed.

Article 24. Bribes, Gratuities, Kickbacks, Applicable Law.

The Procurement Code, NMSA 1978, Sections 13-1-28 to -199 (1984, as amended through 2011), imposes civil and criminal penalties for violation of the Code. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Article 25. Fiscal Agent

Fiscal Agent understands and agrees that acceptance of this professional services contract creates a legal duty on the part of the Fiscal Agent to use State Funds in accordance with the terms of the Contract and to comply with all its provisions and conditions applicable to the Contractor and to the Fiscal Agent as outlined below.

a) Board Authorization

Fiscal Agent has or will prior to receiving any funds pursuant to this Contract, authorized the signing of this Contract and the acceptance and performance of its role and duties as Fiscal Agent for Contractor.

b) Signatory

Fiscal Agent shall designate a signatory to the Contract and any Amendments.

c) Fiscal Agent Fee

Fiscal Agent may charge an amount of no more than 5% of the Contract amount for serving in this capacity.

d) Assurance

Fiscal Agent shall ensure that Contractor complies with and fulfills the terms of the Professional Services Contract.

e) Checks

Fiscal Agent agrees to receive checks from New Mexico Arts on behalf of Contractor, to deposit those checks in a restricted fund or separate bank account, and to promptly redistribute those funds to Contractor.

Article 26. Contractor Role and Responsibilities.

Contractor understands and agrees that acceptance of this professional services contract creates a legal duty on the part of the Contractor to use the State Funds in accordance with the terms of the Contract and to comply with all its provisions and conditions.

a) Professional Services.

Contractor shall complete, according to the terms of this Contract, the services outlined in the contract.

Article 27. Records and Audits.

The Contractor shall maintain, for three years, records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by NMAD, the Owner Agency, the Department of Finance and Administration, and the State Auditor. NMAD, the Department of Finance and Administration, the State Auditor, and the Owner Agency shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of NMAD and the Owner Agency to recover excessive and/or illegal payments.

Article 28. Assignment.

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of NMAD and the Owner Agency.

Article 29. Required Signatures.

This Contract is only binding if properly executed below by all parties. Each party signatory below represents that he or she has the authority to bind the entity for which he or she signs. The Contractor covenants that it shall secure a written Acknowledgment of and Contractual Commitment to be bound by the terms of this Agreement as part of the Contractor and as an Artist, from any artist who participates in the creation of the Artwork and/or Work Base. Contractor shall provide copies of such written instruments to both NMAD and the Owner Agency.

The remainder of this page is intentionally left blank.


Article 30. New Mexico Tort Claims Act

Any liability incurred by the Owner Agency, NMAD and/or the State of New Mexico, in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Owner Agency, NMAD and the State, and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of signature below:

DEPARTMENT OF CULTURAL AFFAIRS:

Debra Garcia y Griego Digitally signed by Debra Garcia y Griego
Date: 2022.10.12 16:19:44 -06'00' Date _____

Debra Garcia y Griego, Cabinet Secretary, Department of Cultural Affairs
 Digitally signed by Michelle Laflamme-Childs
Date: 2022.10.04 14:59:12 -06'00' Date _____

Michelle Laflamme-Childs, Executive Director, New Mexico Arts Division

Approved as to budgetary sufficiency:

Greg Geisler Digitally signed by Greg Geisler
Date: 2022.10.12 13:51:53 -06'00' Date _____

Greg Geisler, ASD Director/CFO Dept. of Cultural Affairs

Approved as to form:

Peter Ives Digitally signed by Peter Ives
Date: 2022.10.11 16:16:34 -06'00' Date _____

Peter Ives, General Counsel Dept. of Cultural Affairs


OWNER AGENCY:

 Date **Sep 15, 2022**

Alan M. Webber, Mayor, City of Santa Fe

Attest:

 Date: **Sep 16, 2022**

Kristine Bustos Mihelcic, City Clerk
GB MTG 09/14/2022 

City Attorney's Office:

 Date: **Dec 2, 2021**

Marcos Martinez (Dec 2, 2021 09:03 MST)

Senior Assistant City Attorney

Approved for Finances:

 Date: **June 6, 2022**

Mary McCoy, Finance Director

FISCAL AGENT:



Melynn, Schuyler, Executive Director, Youthworks Inc.

Date December 8, 2021

CONTRACTOR:



Ismael F. Haros Lopez - Co-Founder, Executive Director, Alas de Agua

Date December 20, 2021



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Arts- Art in Public Places

Procurement Title: Purchase of Public Art / Professional Services Agreement

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Arts and Culture Staff Name Robert Lambert

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input type="checkbox"/>	RFP
<input type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input type="checkbox"/>	ITB
<input type="checkbox"/>	<input type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Robert Lambert Assistant Director 3/28/2022
Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway
Fran Dunaway (May 2, 2022 12:14 MDT)
Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.



City of Santa Fe, New Mexico

Memorandum



DATE: April 21, 2022

TO: Alan M. Webber, Mayor

VIA: Mary McCoy, Finance Department Director
 Fran Dunaway, Chief Procurement Officer
 Richard D. Brown, Community Development Director
 Pauline Kanako Kamiyama, Arts and Culture Department Director

Richard Brown


Pauline Kanako Kamiyama (Apr 21, 2022 10:10 MDT)

FROM: Robert Lambert, Arts and Culture Department Assistant Director


RL (Apr 21, 2022 10:06 MDT)

ITEM AND ISSUE:

For the Approval of Professional Services Agreement for the Purchase of Permanent Public Art for the Display of Artwork on City Property (6600 B. Valentine Way) with New Mexico Arts (State of New Mexico) in the Amount of \$50,100.00 (Robert Lambert, Assistant Director, rdlambert@santafenm.gov, 955.6707).

BACKGROUND AND SUMMARY:

The City of Santa Fe Arts and Culture Department is receives public art purchase funds from the State of New Mexico as a result of Bond Revenue Funds for Capital Improvement Projects. Contracts for purchase are administered by New Mexico Arts (State of New Mexico) as the distributor of funds and manager(s) of procurement. These projects contribute to the City’s Art in Public Places program that places public art in new construction City properties for the beautification of the community. There is no cost to the City.

PROCUREMENT METHOD:

State Procurement Exemption: 13-1-98 T (State Agency) - works of art for museums or for display in public buildings or places; which expires on July 30, 2021.

CONTRACT NUMBER:

The FY23 Munis contract number is 3203285.

FUNDING SOURCE:

3502775/572970 (There is NO cost to the City.)

ACTION REQUESTED:

Arts and Culture Department respectfully requests your review and approval.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203285

Contractor: State of New Mexico (New Mexico Arts)

Description: **Professional services agreement for the purchase of public art for the Southside Teen Center.**

Contract Agreement Lease / Rent Amendment

Term Start Date: 04/01/2022 Term End Date: 03/31/2024

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
As a function of Bond Revenue Funds for Capital Improvement Projects, funds become available through the State of New Mexico for the purchase of public art for the beautification of these construction project for the beautification of the projects for the community. There is NO cost to the City.

3. Procurement History: _____


Fran Dinaway (May 2, 2022 12:14 MDT) _____ May 2, 2022
Purchasing Officer Review: _____ Date: _____
Comment & Exceptions: Exempt F. 16. Arts in Public places COSF Procurement Manual

4. Funding Source: **There is no cost to the City.** _____ Org / Object: 3502775/572970


Andy Hopkins (Apr 21, 2022 14:12 MDT) _____ Apr 21, 2022
Budget Officer Approval: _____ Date: _____
Comment & Exceptions: _____

Staff Contact who completed this form: Robert Lambert Phone # 6707

Email: rdlambert@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Signature: 

Email: pkkamiyama@ci.santa-fe.nm.us

Signature: *Richard Brown*

Email: rdbrown@ci.santa-fe.nm.us

Signature:

Email: xivigil@santafenm.gov



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203285 Procurement # (RFP/ITB# If any): _____

Contractor: New Mexico Arts, State of NM Dept. of Cultural Affairs

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing

Description/Title: Professional services agreement for the purchase of public art for the Southside Teen Center.

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: upon execution Term End Date: March 31, 2025 Total Contract Amount: _____

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: _____

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

The Santa Fe Arts and Culture Department receives public art purchase funds from the State of New Mexico as a result of Bond Revenue Funds for Capital Improvement Projects. Contracts for purchase are administered by New Mexico Arts (State of New Mexico) as the distributor of funds and manager(s) of procurement. These projects contribute to the City's Art in Public Places program that places public art in new construction City properties for the beautification of the community. There is no cost to the City.

3. Procurement History: State of NM Public Arts Purchase Program- Funded through Bond Initiatives

[Signature] 3/5/24
Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: Exempt F. 16 Arts in Public Places CoSF Procurement Manual

4. Funding Source: NO Cost to City. Org / Object: 3502775/572970

Andy Hopkins

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ Date _____

Staff Contact who Completed This Form: Melissa Velasquez Phone #: 6707

To be recorded by City Clerk: _____ Email: mrvelasquez@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date

AlasdeAgua_CAO_K w SOC and memo 1

Interim Agreement Report










2024-03-08

Created:	2024-03-05
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAyGikQtxt4eOm-vqcXAAHGvNq-U7eAdX9


Agreement History


Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.


"AlasdeAgua_CAO_K w SOC and memo 1" History


-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-03-05 - 8:28:51 PM GMT
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-03-05 - 8:33:09 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-03-05 - 8:37:47 PM GMT
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-03-05 - 8:38:03 PM GMT - Time Source: server
-  Document emailed to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-03-05 - 8:38:06 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-03-05 - 9:09:58 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-03-06 - 1:03:00 AM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-03-06 - 1:03:55 AM GMT - Time Source: server
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-03-06 - 1:03:58 AM GMT



 Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-03-08 - 3:07:25 PM GMT

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-03-08 - 3:11:26 PM GMT - Time Source: server

 Document emailed to jwblair@santafenm.gov for signature
2024-03-08 - 3:11:30 PM GMT

 Email viewed by jwblair@santafenm.gov
2024-03-08 - 5:14:32 PM GMT







AlasdeAgua_CAO_K w SOC and memo 1 (1)

Final Audit Report

2024-03-08

Created:	2024-03-08
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAi32_UDJXlmsJfFqmTo9dBXcYq14v_tvz

"AlasdeAgua_CAO_K w SOC and memo 1 (1)" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-03-08 - 8:31:56 PM GMT
-  Document emailed to jwblair@santafenm.gov for signature
2024-03-08 - 8:36:35 PM GMT
-  Email viewed by jwblair@santafenm.gov
2024-03-08 - 9:40:04 PM GMT
-  Signer jwblair@santafenm.gov entered name at signing as John Blair
2024-03-08 - 9:40:27 PM GMT
-  Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-03-08 - 9:40:29 PM GMT - Time Source: server
-  Agreement completed.
2024-03-08 - 9:40:29 PM GMT







24-0250 NM Department of Cultural Affairs, NM Arts Division - Alas de Agua

Final Audit Report

2024-03-27

Created:	2024-03-26
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOAUUVOWHOGh7UxVyI5ffXNdGeXQAVIfwD

"24-0250 NM Department of Cultural Affairs, NM Arts Division - Alas de Agua" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)
2024-03-26 - 3:32:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature
2024-03-26 - 3:33:33 PM GMT
-  Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)
2024-03-27 - 4:21:55 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)
Signature Date: 2024-03-27 - 4:22:51 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-03-27 - 4:22:51 PM GMT