

Supplier:0000153673
958-77
RCS0015798

CONTRACT CONTROL FORM

Contact: Eric Werner
Phone:

Req. Num.:
Acct. Num. : 527500
Act. Num.: 2310000

CCN: 202100917

PRELIMINARY

Type of Agreement: Professional/Technical Services

For Grants Only:
Indirect Costs for General Fund
Services
% _____
\$ _____

Description: Pandemic Book Project Manager 21
Dept/Div: Cultural Services/

Vendor: Amanda Sutton
Contract Amount: \$32,400.00 Payable
Contract Total:

Contract Term: 04/14/2021 to: 12/31/2021
FY Aggregate: \$32,400.00

Date Submitted: 04/14/2021

**PROCUREMENT:
WAIVERS REQUIRED:**

RFP: No Waiver Letter Attached: _____ Approved: _____
Ins: Commercial General Liability; Automobile Liability Waiver Letter Attached: _____ Approved: 04/14/2021


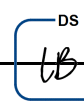
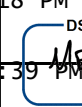

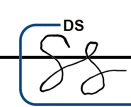

DRAFT CONTRACT:

Recd by Legal: _____ Rejected/Returned to Dept: _____ / _____
Returned to Legal: _____ / _____ Approved: _____ Initials: _____

INSURANCE AND BONDS REQUIRED:

Bonds Required: NONE Attached: _____
Insurance Required: Worker's Compensation; Attached: _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			 ^{DS}	5/3/2021 3:18 PM MDT		
Asst. City Attorney:			 ^{DS}	4/27/2021 1:39 PM MDT	 ^{DS}	5/3/2021 10:58 AM MDT
CIP:						
City Attorney:			 ^{DS}	5/3/2021 11:24 AM MDT		
CAO:						
Department:			 ^{DS}	5/1/2021 7:08 AM MDT		
Budget:					 ^{DS}	4/27/2021 1:43 PM MDT
Others:						

Council: _____ EC/Bill: _____ Date: _____



AGREEMENT

THIS AGREEMENT is made and entered into upon the date of the last signature below by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and Amanda Sutton, an individual, 1617 Princeton Dr. SE, Albuquerque, NM 87106 ("Contractor").

RECITALS

WHEREAS, the City, through the Department of Arts and Culture (DAC), is in need of project management on various special projects ("Projects"); and

WHEREAS, the DAC is in need of project design services to complete the Projects; and

WHEREAS, the Projects are in need of a Project Manager; and

WHEREAS, pursuant to a separate agreement, the DAC is using the services of an author to write one of the Projects ("Author"); and

WHEREAS, the Contractor is qualified to provide the requested services; and

WHEREAS, the City desires to engage the Contractor to render certain Services in connection therewith and the Contractor is willing to provide such services.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

- 1. Scope of Services.** The Contractor shall perform the following services (hereinafter referred to as the 'Services') in a satisfactory and proper manner, as determined by the City.
 - A.** The Contractor shall attend virtual and in-person meetings with the City and Author.
 - B.** The Contractor shall be responsible for communications regarding the Projects.
 - C.** The Contractor shall determine timelines and deliverables for the Projects in conjunction with the City and the Author.
 - D.** The Contractor shall act as developmental and copy editor for the Projects.
 - E.** The Contractor shall work with City staff and assigned contractors on various research functions for the Projects.

F. The Contractor shall assist with securing all copyright and other permissions required for the Services and third party content used in the Project, including agreements from any interview participants authorizing the City to use, without restrictions, their statements for the Project in all forms and media, including advertising and related promotion, throughout the world and in perpetuity and releasing the City, its officials, employees, representative, and agents, from liability for copyright infringement, invasion of privacy or publicity rights, defamation, and other claims.

2. **Time of Performance.** Services of the Contractor shall commence upon execution of this Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by December 31, 2021.

3. **Compensation and Method of Payment.**

A. **Compensation.** For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of Thirty Two Thousand Four Hundred and No/100 Dollars (\$32,400.00), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. **Method of Payment.** Such amount shall be payable to the Contractor at the rate of Ninety and No/100 Dollars (\$90.00) per hour. Amount includes any applicable gross receipts taxes and shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services. Payments shall be made to Contractor for completed Services and upon receipt by the City properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. **Appropriations.** Notwithstanding any provision in this Agreement to the contrary, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current Fiscal Year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination, and all work done and equipment purchased for the Exhibit shall become the property of the City. The City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

D. **Responsibility to Monitor Contract.** Contractor shall be responsible for ensuring that the Contractor does not bill for Services in an amount that exceeds the total contract amount. With each invoice submitted to the City, the Contractor shall include a ledger report that

identifies the total amount the Contractor has billed for Services under this Agreement and any Supplements to this Agreement. If at any time the Contractor determines that payment for Services may or will exceed the total amount provided in this Agreement and any Supplements to this Agreement, the Contractor shall notify the City in writing, as soon as possible after making that determination. If the Contractor's billing exceeds the amount of this Agreement and any Supplements, the City may stop or delay payment, or the Services may be ceased or delayed at the City's request.

4. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees in their official and individual capacities from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. The

Contractor shall also procure and maintain at its expense until issuance of the Notice of Acceptance insurance covering damage to or destruction of the Exhibit and naming the City as additional insured. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. N/A

B. Automobile Liability Insurance. N/A

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico.

D. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the ADA, as now enacted or hereafter amended.

9. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the ADA which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

11. Interest of Contractor. The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the

performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

12. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

13. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

15. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

17. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide

requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

18. Ownership, Publication, Reproduction and Use of Material. The City shall have unrestricted authority to publish, copy, disclose, distribute and otherwise use, and authorize others to publish, copy, disclose, distribute and otherwise use, in whole or in part, all materials prepared by the Contractor under this Agreement ("Content"). The Contractor assigns to the City all right, title, interest and ownership in the Content, including any and all copyrights in the United States and throughout the world, and represents and warrants that it has the authority to grant the intellectual property rights set forth in this Agreement.

19. Compliance With Laws. In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments. All licenses, permissions and authority required for performance or use of copyrighted works shall be the responsibility of the Contractor. The Contractor shall indemnify and hold the City, its employees and officials, in their official and individual capacities, harmless from any fees, judgments, attorney's fees or other damages sustained by the City, its employees or officials, by reason of any claims for copyright infringement brought as a result of the performance of services under this Agreement.

20. Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

21. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

22. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, the Exhibit and all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

23. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the

Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

24. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

25. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

26. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

27. Applicable Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

28. Approval Required. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

29. Electronic Signatures. The parties agree that this agreement may be electronically signed and that the electronic signatures appearing on the agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

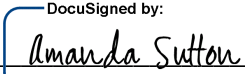
30. Force Majeure. The City shall not be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of the City which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, civil disturbances or unrest, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above (hereinafter "Force Majeure Event"). If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Business in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the last signature date set forth below.

CONTRACTOR:


Company: Amanda Sutton

Approved By:  _____
DocuSigned by:
F24BABB31523425...
Name: Amanda Sutton

Date: 4/26/2021 | 8:02 PM MDT

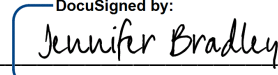
Title: _____

CITY OF ALBUQUERQUE:

Approved By:  _____
DocuSigned by:
8D7577D6D4E94DF...
Name: Dr. Shelle Sanchez

Date: 5/1/2021 | 7:08 AM MDT

Title: Director, Cultural Services Department

Approved By:  _____
DocuSigned by:
5EAB2A5A4D104D1...
Name: Jennifer Bradley

Date: 5/3/2021 | 3:18 PM MDT

Title: Chief Procurement Officer

EXHIBIT A

Insurance

The Contractor shall procure and maintain at its expense until final payment by the City of Services covered by this Agreement, Worker's Compensation Insurance for the Contractor's employees in accordance with the provisions of the Worker's Compensation Act of the State of New Mexico as now enacted or hereafter amended. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with this Section. All certificates of insurance shall provide that thirty (30) days written be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is cancelled, materially changed or not renewed.

WORKERS' COMPENSATION STATEMENT

I, Amanda Sutton, hereby certify that I employ fewer than three employees and am therefore not subject to the provisions of the Workers' Compensation Act of the State of New Mexico. I further certify that should I employ three or more persons during the term of my contract with the City, I will comply with the provisions of the New Mexico Workers' Compensation Act and provide proof of such compliance to the City of Albuquerque.

DocuSigned by:
Amanda Sutton 4/26/2021 | 8:02 PM MDT
Name F24BABB31523425... date

Business Unit: PODCS	Requester: E25452	Status: Pending
Requisition: RCS0015798	Requested By: Werner, Eric J	Currency: USD
Requisition Name: Amanda Sutton Pandemic Book	Entered Date: 4/15/21	Requisition Total: 32,400.00
Requisition Origin: CSA	Requisition Type: PT or PT Types	Blanket Exp Date:
Hold PO Process:	Source Next Yr:	
Header Comments:		
Please generate PO for full amount		
CTS# 202100917		
Supplier: Amanda Sutton, #0000153673		

Line: 1 **Desc:** Pandemic Book Project Manager **Quantity:** 1.0000 **UOM:** EA **Price:** 32,400.00 **Line Total:** 32,400.00
Category: 958-77 Project Management Services

Buyer ID: E25452 **Buyer Name:** Werner, Eric J

Cert Source: Class:

Amt Only Flg: Y

Ship Line: 1	Ship To: 10009	Address:	Shipping Quantity: 1.0000
Attention: Werner, Eric J	Due Date:	CS-Administration	Shipping Total: 32,400.00
Ship Via: COMMON	Freight Terms: DES	One Civic Plaza NW	
		6th Floor	
		Room 605	
		Albuquerque NM 87102	

Dist	Status	Qty	PCT	Amount	GL Unit	Account	Fund	Dept
1	Open	1.0000	100.00	32,400.00	ABQ01	527500	110	2310000

Capitalize

N