



# **City Business and Quality of Life Committee**

**November 10, 2015**



# Agenda

CITY CLERK'S OFFICE

DATE 11/4/15 TIME 4:30pm

SERVED BY Fabian Trujillo

RECEIVED BY Alicia Mayhew

## CITY BUSINESS & QUALITY OF LIFE COMMITTEE

**Market Station at the Railyard  
500 Market Station, Suite 200**

**Round House Conference Room  
Tuesday, November 10, 2015  
11:00 am – 1:00 pm**

- I. PROCEDURES
  - A. Roll Call
  - B. Approval of Minutes – October 14, 2015
  - C. Approval of Agenda
  - D. Approval of Consent Agenda
- II. INFORMATIONAL ITEMS
  - A. Presentation and launch of StartUp Santa Fe Website - Creative Santa Fe
- III. CONSENT AGENDA
  - A. Request approval of a resolution directing staff to plan and coordinate a symposium on the history of Santa Fe and Santa Fe Fiesta, including the Don Diego De Vargas Expedition to Santa Fe in the late 17<sup>th</sup> Century and the dynamic interplay of cultures within the City of Santa Fe, both then and now; and to explore holding said symposium between Indian Market and the Santa Fe Fiesta in 2016. (Councilors Ives and Bushee) (David Rasch)
- IV. ACTION ITEMS
  - A. Request for approval of Professional Services Agreement, Amendment No 3 for the Santa Fe Santa Fe Business Incubator Amendment #3 - RFP/12/23P - (Ross Chaney)
  - B. Request for approval of Professional Services Agreement –ABQid – (Kate Noble)
  - C. Request for approval of an ordinance amending Subsection 18-10 SFCC 1987 to rededicate a portion of the municipal gross receipts tax to recreational facilities, and bike and pedestrian pathways. (Councilor Maestas) (Oscar Rodriguez)
- V. DISCUSSION ITEMS
  - A. Nighttime Economy Taskforce Findings and Recommendations – (Zack Quintero)
- VI. ITEMS FROM THE COMMITTEE



# Agenda

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- VII. ITEMS FROM STAFF
  - VIII. ITEMS FROM THE CHAIR
  - IX. ITEMS FROM THE PUBLIC
  - X. NEXT MEETING DATE – **December 9, 2015**

Persons with disabilities in need of accommodation, contact the City Clerk's office at 955-6520, five (5) working days prior to meeting date.

# Minutes

**SUMMARY INDEX OF  
CITY OF SANTA FE  
BUSINESS & QUALITY OF LIFE COMMITTEE**

**Wednesday, October 14, 2015**

<b>ITEM</b>	<b>ACTION</b>	<b>PAGE</b>
<b>I. PROCEDURES</b>		
A. Roll Call	Quorum	1
B. Approval of Minutes-September 9, 2015	Approved	1
C. Approval of Agenda	Approved	1
D. Approval of Consent Agenda	Approved	2
<b>II. CONSENT AGENDA</b>		
A. Approval of Resolution - Community Gardens Policies/Procedures. (Mayor Gonzales and Councilor Ives) (Robert Carter)	Approved	2
B. Approval -Ordinance Amending Subsection 18-10 SFCC 1987 to Re-dedicate GRT tax to recreational facilities & bike/pedestrian paths. (Councilor Maestas) (Oscar Rodriguez)	Postponed	2-3
C. Request for Approval of the 2016 Meeting Calendar (Fabian Trujillo)	Approved	2
<b>III. INFORMATIONAL ITEMS</b>	None	3
<b>IV. ACTION ITEMS</b>		
A. Approval of PSA, Amendment -Make Santa Fe (Kate Noble)	Approved	3-4
B. Approval of Communications, Infographic, Design/Layout Services		
1. Approval of PSA for Lacey Adams Design (Kate Noble)	Approved	4-6
2. Approval of PSA – Ideas and People – (Kate Noble)	Approved	6
<b>V. DISCUSSION ITEMS</b>	None	6
<b>VI. ITEMS FROM COMMITTEE</b>	None	6
<b>VII. ITEMS FROM THE STAFF</b>	None	6
<b>VIII. ITEMS FROM THE CHAIR</b>	Discussed	6
<b>IX. ITEMS FROM THE PUBLIC</b>	None	6
<b>X. NEXT MEETING DATE</b>	November 10, 2015 Adjourned at 11:55 p.m.	6

**CITY OF SANTA FE**  
**BUSINESS & QUALITY OF LIFE COMMITTEE**

**WEDNESDAY, OCTOBER 14, 2015**

**I. PROCEDURES**

**CALL TO ORDER**

A regular meeting of the City of Santa Fe Business and Quality of Life Committee was called to order by Councilor Lindell, chair on the above date at approximately 11:00 a.m. at 500 Market Station, Railyard, Suite 200, Round House Conference Room, City of Santa Fe, New Mexico.

**A. Roll Call**

Roll call indicated a quorum as follows:

**Members Present:**

Councilor Signe Lindell, chair  
Miles Dylan Conway  
Piper Kapin  
Kim Kelly  
Buddy Roybal  
Damian Taggart

**Members Absent:**

Councilor Peter Ives, vice chair  
Diane Karp  
Dr. Almi Abeyta  
Tony Ortiz

**Staff Present**

Kate Noble  
Fabian Trujillo  
Zach Quintero  
Ross Chaney

**Others Present**

Jesse Guillen, City Attorney's Office

**A. APPROVAL OF MINUTES- September 9, 2015**

**Mr. Roybal moved to approve the minutes of September 9, 2015 as presented. Mr. Taggart seconded the motion, which passed by unanimous voice vote.**

**B. APPROVAL OF AGENDA**

**Mr. Roybal moved to approve the agenda as published. Ms. Kapin seconded the motion, which passed by unanimous voice vote.**

### **C. APPROVAL OF CONSENT AGENDA**

Chair Lindell pulled agenda Item B for discussion.

**Ms. Kapin moved to approve Consent Agenda Items A and C as presented and to remove Item B for further discussion. Mr. Taggart seconded the motion, which passed by unanimous voice vote.**

## **II. CONSENT AGENDA**

A. Request for approval of a resolution updating the City of Santa Fe community gardens policies and procedures. (Mayor Gonzales and Councilor Ives) (Robert Carter)

C. Request for approval of the 2016 Meeting Calendar (Fabian Trujillo)

Discussion:

B. Request for approval of an ordinance amending Subsection 18-10 SFCC 1987 to rededicate a portion of the municipal gross receipts tax to recreational facilities, and bike and pedestrian pathways. (Councilor Maestas) (Oscar Rodriguez)

Chair Lindell asked Mr. Jesse Guillen from the City Attorney's office to speak to the necessity of the ordinance amendment. She said the ordinance states what will be gained as a result of the funding, but she wanted to know what might suffer from the redistribution.

Mr. Guillen said Mr. Rodriguez would be best to answer her question. He was not certain whether the "*general use operations*" in paragraph A was put into a general fund or if there were specific uses. Sub paragraph B is more specific as to what the funds would be available for after public transportation use.

Mr. Roybal asked why they would have to rededicate the funds.

Mr. Guillen explained under C (1) the original dedication of funds listed one fourth for public bus transportation and if there were remaining funds, two thirds would go to general operations and one third for recreation, open space, libraries and parks. This amendment eliminates the general municipal operations and dedicates all remaining funds for use in recreational facilities, bike/pedestrian pathways, libraries and parks.

Chair Lindell said under B (page four) states "*exclusively for the quality of life purposes*". She said she wasn't sure of the necessity for the amendment and would not vote in favor. She asked that the item be postponed and additional information brought back to the Committee. She said she doesn't know how '*quality of life*' could not include recreational facilities, bike and pedestrian pathways, libraries and parks.

Mr. Roybal said he thought that everyone agreed with Chair Lindell. He added it also states '*if a percentage over*'. He asked if that never happens what happens to the program.

**Chair Lindell moved to postpone the item until the Committee receives additional history on the**

**resolution. Mr. Roybal seconded the motion.**

**The motion to postpone was passed by a roll call vote with all members voting in favor of the motion and no abstentions.**

**III. INFORMATIONAL ITEMS-** There was none

**IV. ACTION ITEMS**

**A. Approval of PSA, Amendment -Make Santa Fe (Kate Noble)**

Ms. Noble said the Economic Development Division put out an RFP called Ignite Entrepreneurship in fall 2014. The Economic Development Review Committee (EDRC) was the selection body for the submitted proposals and recommended two initiatives: Make Santa Fe and Startup Santa Fe. Each would receive \$45k (thousand) in an initial contract period with a provisional recommendation of \$45k for a Phase II amendment of the contract.

The final report from Make Santa Fe sums up their performance in the initial phase. The contract required six pop-up events and they completed nine. That formed the basis for a demand assessment in tools, location, timing, price points, etc. that a makers' space would put forward in the community. She said EDRC was clear in their direction that this be geared around entrepreneurship.

Ms. Noble said that EDRC recommended Phase II and adds \$34k to the contract. Deliverables include a detailed recruitment plan, a business and capital development plan including a system for membership and payment management, as well as subsidy for the disadvantaged. Also included are five courses on the tools and technologies in the makers' space and events/contests targeted to the medical and disability assistance technology area.

She noted that although BQL was the final word for the proposal on Phase One, they will not be the final word. The contract will need to go before the Finance Committee and City Council for full approval.

Ms. Noble introduced Zane Fisher and Ginger Richardson who were present to answer questions. She said the intent is this funding is final and additional funds will not be requested by Make Santa Fe from the city for this initiative.

Mr. Roybal said make Santa Fe did a nice job of the 10 pop-up events and was successful.

Ms. Kapin asked to confirm what the initial \$45k in fees was for. Ms. Noble explained the \$45k was for Phase I, which was completed. This is not an additional \$79k and is for \$34k only.

Ms. Kapin asked Ms. Richardson if the numbers work for Make Santa Fe.

Ms. Richardson said they do. She said there will probably be a general membership fee between \$50 and \$100 and she has a month by month projection of membership and how that will increase. She said Make Santa Fe should be financially sustainable beginning next year and will supplement 40-50



general memberships with studio rentals and co-working space.

Ms. Kapin congratulated Make Santa Fe and said she heard positive feedback on the pop-up event.

Ms. Richardson said Simon Brackley had asked if Make Santa Fe was surprised by anything and she thought it interesting that each event drew a diverse group from various ZIP Codes.

Ms. Kelly said she was excited about the program. She and her son attended an event and he had other friends who were also excited to have something like this in Santa Fe. She said her husband is an artist and she knows there are many artists that would love to have access to welding machines, 3-D printers, etc. and it is wonderful to have this.

Chair Lindell asked if there is a cost estimate to provide the top five tools people will want to use.

Mr. Zane Fisher said they do have an estimate and are ahead of the game. Their partnership with Meow Wolf will make available to the maker space their tools, like the \$40k CNC router. Make Santa Fe will manage the tool but is not obligated to purchase it.

Chair Lindell asked who would teach people how to use the tools.

Mr. Fisher said staff and volunteers will give both a general training in the use of the space and respecting others and members will have to achieve certification for each tool. Make Santa Fe is working with Youth Works to train them on the tools to maximize funding and as a way to create new employees who can pass on that knowledge.

Mr. Fisher explained that Make Santa Fe is learning from the Generator in Burlington, Vermont. The Generator is an active maker space that has shared their experience in how to make the space operate well.

**Ms. Kapin moved to approve the PSA Amendment request for Make Santa Fe. Ms. Kelly seconded the motion.**

**A roll call vote indicated the motion passed unanimously with all members voting in favor of the motion and no abstentions.**

- B. Approval of Communications, Infographic, Design/Layout Services
  - 1. Approval of PSA for Lacey Adams Design (Kate Noble)

Ms. Noble said communications, marketing and awareness was identified as a critical piece of focus for economic development in the new fiscal year. They need to do more to celebrate the business people and entrepreneurial community and their efforts in economic development.

She said the RFP selection committee split the functions, which both contractors were pleased about. Lacey Adams is the designer on the infographics work of Make Santa Fe, as well as the Annual Report and recently the Vehicle Vending Ordinance. Ms. Noble explained the contract is for on-demand services as needs come up. Ms. Adams currently is working on materials for the Office for Business Development.

Ms. Noble said Ideas and People is a new contractor for the Economic Development Division. EDRC recommended approval for both contracts of \$10k initially. They requested that any additional funding requests be brought back to the EDRC and in turn they would bring that back to the Committee.

She said Ideas and People will do strategic communication planning. The principal behind the company is Bob Gordon who marketed for many years for Nambé and has gone out on his own. The contract is \$10k with \$5k intended for the development of the strategic communication planning and includes the development of the plan and a listing of deliverables in order of priority.

Mr. Roybal asked why the hourly rate is very different on the two contracts.

Ms. Noble said they will be doing different work; one is more strategic direction and branding. The other is in for graphic design and layout. She said they used the rates put forward by the two companies. The hourly rate for Ideas and People will only be relevant if they are asked to follow up on their strategic plan with a list of deliverables.

Mr. Conway asked if staff was confident that Mr. Gordon could do all of the work in two weeks.

Ms. Noble said in her experience most important is the understanding of what is going to happen. She said Mr. Gordon put forward a finite price and that takes into consideration the time to complete the strategic plan and list of deliverables. She said the general understanding is that a company may end up doing more to get the work done and get the contract.

Ms. Kapin said it is smart to continue working with Ms. Adams' aesthetic. There is already a visual being connected with economic development and her work is smart and easy to read. She said all of the ideas are very clear actions on Ideas and People of what will be done. She asked if it would make sense to add more detail to number five. She said it could be more specific as to the outcomes.

Ms. Noble said that was deliberate because they don't know what will come out of the strategic planning process. She noted that the payment is not released without approval of city staff. She said she would be uncomfortable assigning a certain number.

She read the consultation agreement language contained in the packet and said most important is to have an understanding in principal as to what will happen and at this stage that is around the strategic planning process. They wanted some flexibility to discuss what comes next.

Chair Lindell said items 1-4 are specific and if completed and would pay \$5,000 dollars and the other \$5000 is divided on an hourly basis and is also clear. She thought it reasonable to inform the contractor of the Committee's concerns.

She added that she would like the contractor to be a Santa Fe business instead of from Dallas, Texas.

Ms. Noble said explained they *are* a Santa Fe business with an office in Santa Fe. She said Mr. Gordon lives in Santa Fe and was certified by Purchasing as a local preference.

Ms. Kelly said she likes Ms. Adams infographics because they communicate effectively with the

audience and you get the point right away. She thought if they could have it go beyond into some advertising, maybe the newsletters that go to businesses; it would develop an image with the public in Santa Fe.

Chair Lindell noted that Ms. Adams is up for Female Business Owner of the Year.

**Mr. Roybal moved to approve the Professional Services Agreement for Lacey Adams Design. Ms. Kapin seconded the motion which passed by unanimous voice vote.**

2. Approval of PSA – Ideas and People – (Kate Noble)

**Ms. Kapin moved to approve the PSA for Ideas and People with the Committee's concerns addressed with the contractor. Mr. Roybal seconded the motion which passed by unanimous voice vote.**

**V. DISCUSSION ITEMS** - There were none

**VI. ITEMS FROM THE COMMITTEE** – There were none

**VII. ITEMS FROM STAFF**- There were none

**VIII. ITEMS FROM THE CHAIR**

Chair Lindell expressed her gratitude for the committee members and their service.

**IX. ITEMS FROM THE PUBLIC**- There were none

**X. NEXT MEETING DATE– November 10, 2015**

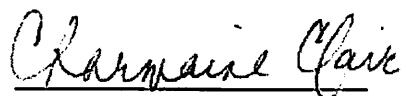
*Having no further business to discuss the meeting adjourned at 11:50 p.m.*

Approved by:

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Signe Lindell, Chair

Submitted by:



Charmaine Clair, Stenographer

# Consent

# City of Santa Fe, New Mexico

## LEGISLATIVE SUMMARY

Resolution No. 2015-\_\_

Fiesta Symposium

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**SPONSOR(S):** Councilors Ives and Bushee

**SUMMARY:** The proposed resolution directs staff to plan and coordinate a symposium on the history of Santa Fe and the Santa Fe Fiesta, including the Don Diego de Vargas expedition to Santa Fe in the late 17<sup>th</sup> century and the dynamic interplay of cultures within the city of Santa Fe, both then and now; and to explore holding said symposium between Indian Market and the Santa Fe Fiesta in 2016.

**PREPARED BY:** Rebecca Seligman, Legislative Liaison Assistant

**FISCAL IMPACT:** Yes

**DATE:** November 2, 2015

**ATTACHMENTS:** Resolution  
FIR

**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2015-\_\_**

**INTRODUCED BY:**

Councilor Peter N. Ives

Councilor Patti J. Bushee

**A RESOLUTION**

**DIRECTING STAFF TO PLAN AND COORDINATE A SYMPOSIUM ON THE HISTORY OF SANTA FE AND THE SANTA FE FIESTA, INCLUDING THE DON DIEGO DE VARGAS EXPEDITION TO SANTA FE IN THE LATE 17<sup>TH</sup> CENTURY AND THE DYNAMIC INTERPLAY OF CULTURES WITHIN THE CITY OF SANTA FE, BOTH THEN AND NOW; AND TO EXPLORE HOLDING SAID SYMPOSIUM BETWEEN INDIAN MARKET AND THE SANTA FE FIESTA IN 2016.**

**WHEREAS**, the city of Santa Fe is proud of its cultural and historical significance among North American communities; and

**WHEREAS**, the culture, language and traditions among the peoples and cultures of the city of Santa Fe and throughout northern New Mexico are unique among all of the continental United States; and

**WHEREAS**, on August 10, 1680, many Pueblo peoples in northern New Mexico rose in opposition to against Spanish colonists and laid siege to the city of Santa Fe, forcing the Spanish to leave the city; and

**WHEREAS**, in 1688, Capitan General y Gobernador Don Diego de Vargas was appointed Governor of New Mexico, where he assumed his duties in 1691 and was assigned the task of reconquering the New Mexico territory for Spain; and

**WHEREAS**, in 1692, de Vargas and a contingent of soldiers, returned to Santa Fe and claimed the city again for Spain; and

**WHEREAS**, on September 12, 1692 de Vargas proclaimed a formal act of repossession;  
and

**WHEREAS**, de Vargas had sought spiritual guidance from the Virgin Mary, under her title La Conquistadora , for the re-entry and believing that she heard his prayer, celebrated a feast in her honor to be repeated annually, which today is celebrated by the people of Santa Fe.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that staff is directed to plan and coordinate a symposium on the history of the Santa Fe Fiesta including the Don Diego de Vargas expedition to Santa Fe in the late 17<sup>th</sup> Century and the dynamic interplay of cultures within the city of Santa Fe both then and now; and to explore holding said symposium between Indian Market and the Santa Fe Fiesta in 2016.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

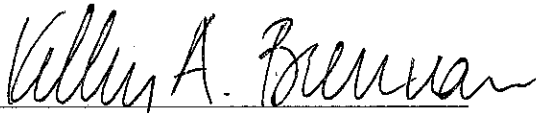
JAVIER M. GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK



1 APPROVED AS TO FORM:

2   
3

4 KELLEY A. BRENNAN, CITY ATTORNEY

## City of Santa Fe Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

### Section A.      General Information

(Check) Bill: \_\_\_\_\_ Resolution: X \_\_\_\_\_

(A single FIR may be used for related bills and/or resolutions)

Short Title(s): **A RESOLUTION DIRECTING STAFF TO PLAN AND COORDINATE A SYMPOSIUM ON THE HISTORY OF SANTA FE AND THE SANTA FE FIESTA, INCLUDING THE DON DIEGO DE VARGAS EXPEDITION TO SANTA FE IN THE LATE 17<sup>TH</sup> CENTURY AND THE DYNAMIC INTERPLAY OF CULTURES WITHIN THE CITY OF SANTA FE, BOTH THEN AND NOW; AND TO EXPLORE HOLDING SAID SYMPOSIUM BETWEEN INDIAN MARKET AND THE SANTA FE FIESTA IN 2016.**

Sponsor(s): Councilor Ives

Reviewing Department(s): Historic Preservation Division

Persons Completing FIR: David Rasch Date: 10/28/15 Phone: 955-6577

Reviewed by City Attorney: Kelly A. Brennan Date: 11/2/15  
(Signature)

Reviewed by Finance Director: [Signature] Date: 11-2-2015  
(Signature)

### Section B.      Summary

Briefly explain the purpose and major provisions of the bill/resolution:

**This resolution directs staff to coordinate and hold a symposium between Indian Market and Fiestas in 2016 to explore the history of Santa Fe and the Fiesta, and the dynamic interplay of cultures then and now.**

### Section C.      Fiscal Impact

**Note:** Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

- a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
- b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)\*

#### **1. Projected Expenditures:**

- a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
- b. Indicate:      "A" if current budget and level of staffing will absorb the costs  
                      "N" if new, additional, or increased budget or staffing will be required
- c. Indicate:      "R" – if recurring annual costs  
                      "NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
- d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns
- e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Finance Director: \_\_\_\_\_

\_\_\_\_\_ Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY <u>16/17</u>	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected

Personnel\*      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Fringe\*\*      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Capital Outlay      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Land/ Building      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Professional Services      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

All Other Operating Costs      \$ 7500      N      NR      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Total:      \$ 7500      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

\* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. \*\*For fringe benefits contact the Finance Dept.

## 2. Revenue Sources:

a. To indicate new revenues and/or

b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY _____	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected

\_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

\_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

\_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Total:      \$ \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

### 3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

The allocated funding would be used for facility rental, food and beverage service, speaker fees, and sound equipment rental.

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### Section D.      General Narrative

**1. Conflicts:** Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

None identified.

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### **2. Consequences of Not Enacting This Bill/Resolution:**

Are there consequences of not enacting this bill/resolution? If so, describe.

No symposium would be held.

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### **3. Technical Issues:**

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None identified.

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### **4. Community Impact:**

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

Holding a symposium would allow the public and other stakeholders to come together and discuss this issue. An honest discussion of the historical nature of Fiestas and what they represent would be helpful in moving the City, and the greater community, forward.

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# **Action Items**

**Item A**



## Memorandum

**DATE:** Tuesday, November 3, 2015  
**TO:** City Business and Quality of Life (CBQL) Members  
**VIA:** Kate Noble, Interim Department Director, Housing and Community Development  
**FROM:** Ross Chaney, Economic Development Division  
**RE:** Santa Fe Business Incubator PSA - Amendment 3

KW  
RC

### Background:

The Santa Fe Business Incubator (SFBI) offers office, lab and light manufacturing space in their 30,000 square foot facility. SFBI also provides entrepreneurial support services tailored to emerging companies in a wide range of industries, networking events, on-site business seminars and workshops and much more.

In 2012, SFBI was awarded a four year professional services agreement under RFP 12/23/P for business incubation services. EDRC sub-committee reviewed the amendment No 2 on September 8, 2014 and unanimously recommended to approve the PSA. This is the third year of this PSA, this amendment No 3 will support SFBI in providing coaching, mentoring and technical assistance for client/businesses, affiliates, co-working tenants and manage a professional facility for entrepreneurs.

Last year SFBI was given a separate city contract for \$10,000 to purchase and train staff on Incutrack, a software system that is tracking the businesses and service provided to businesses. Incutrack manages and tracks pre-incubation prospects, leads and types of assistance provided. This software combined with SFBI staff training has enabled them to develop better reports on the demographics of each company served and key economic metrics generated by the clients of SFBI. In this contract amendment 3 an additional \$5,000 is added for continued Incutrack support. The contract for your review in this meeting totals \$205,000.

### Item and Issue

#### **The amended contract No 3 key adjustments:**

- Provides additional funding to support software tracking of services and needs of clients.
- Improved expense reporting language in at least four categories: staffing (payroll, benefits, travel, training, etc.), property (make ready, other property costs), Equipment (shared, technology, IT, software, etc.) and program (events, associations, etc.).
- Allows the incubator to provide ideas or recommendations to align incubator programs with other economic development programs in the community and at the City of Santa Fe.
- Includes a total organizational annual budget.
- Provide data about clients in graphic form.
- Requires 2 bi-annual surveys of SFBI clients

The Economic Development Review Committee (EDRC) reviewed and recommended the contract between the city and SFBI for approval on October 26, 2015. This contract is necessary to sustain entrepreneurial support services for business owners in Santa Fe.

**Action**

Staff recommends approval of the professional service agreement No 3 in the amount of \$205,000 for a total contract amount of \$805,000 so that SFBI may provide incubation services for businesses in Santa Fe.

Staff is submitting the enclosed Professional Service Agreement (PSA) for review and approval. This PSA will be paid from the Economic Development business unit and line item: 2216.510340.



**CITY OF SANTA FE  
AMENDMENT No. 3 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 28, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Business Incubator (the "Contractor"). The effective date of this Amendment shall be retroactive to July 1, 2015.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide business 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 SERVICES

Article 1 of the Agreement is amended so that Article 1 reads in its entirety as follows:

The Contractor shall provide business incubation services for the City, including the following:

A. A program to assist early stage businesses to launch, grow and prosper in Santa Fe and regularly measure and track program effectiveness.

1) Business training, mentoring, coaching and workshops directly and/or in collaboration with other business development service providers.

2) Connect client companies to sources of capital, such as loan programs, Angel funding, venture capital, research grants, individual investors and other programs and resources.

B. A program to assist and encourage individuals interested in starting a business by providing: general assistance as appropriate, connections to other entrepreneurs, collateral materials and referrals to business resources.

C. Professional facility and shared infrastructure for early stage businesses including: office and light production spaces, conference and meeting rooms, common areas, lunch rooms, shared equipment, telecommunications and high speed internet service and/or access.

D. Operation of the shared bio-science laboratory.

E. Promote and market SFBI and its available services and the activities of client companies through a SFBI website, social media, traditional media, in-person outreach and presentations, and other activities and communications highlighting news and activities of SFBI and client companies. (See Exhibit B, Communications for Events and Activities)

F. Work collaboratively with other key community economic and business development organizations and enterprises to provide additional resources and refer clients and others to appropriate resources and make referrals to City business development programs to provide assistance and resources to clients and other as needed.

G. Provide metrics and reports in accordance with the scope of work as described in sections A-F. SFBI shall continue to coordinate with the City Economic Development Department to provide data and reports required in Paragraph 1. H. utilizing IncuTrack data.

H. Provide quarterly reports (see Exhibit A, Sample Quarterly Report) which include but are not limited to:

(1) The number of client companies/entrepreneurs assisted including SFBI client-tenants, affiliate client-members, and other program participants. Include the number of new clients/members and graduates.

(2) Number of new jobs added by clients/members. These shall be measured according to a full-time annual equivalency.

(3) Sales and revenue amount of investments attracted and loans received.

(4) Note observations and trends in business assistance requests and referrals, including common types of technical assistance needed, emerging trends (ie: concept development; financing; workforce; marketing; etc.).

(5) Number of “walk-ins” and type of service requested.

(6) Identify general industry sectors of clients/members and others.

(7) Notable changes or additions to facility or infrastructure including rental spaces, shared equipment, or other. Any notable information about demand for infrastructure services provided or needed.

(8) SFBI shall provide a narrative report with anticipated program plans, changes and goals.

(9) Any other highlights, relevant trends, client service outcomes and developments of note or special interest regarding client companies and SFBI.

I. Provide an annual report (inclusive of the 4<sup>th</sup> quarter report). In addition to quarterly report metrics, other key metrics shall be gathered on an annual basis and reported in the 4<sup>th</sup> quarter report.

2. COMPENSATION.

Article 3 of the Agreement is amended to increase the amount of compensation by a total of two hundred and five thousand dollars (\$205,000), so that Article 3, reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed eight-hundred and five thousand dollars (\$805,000), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and satisfactory deliverables achieved. The Contractor shall also report on expenses in at least four categories: staffing (payroll, benefits, travel, training, etc.), property (make ready, other property costs), Equipment (shared, technology, IT, software, etc.) and program (events, associations, etc.). The Contractor shall invoice quarterly for services provided in an amount that does not exceed forty percent (40%) of the total compensation for any given quarter and in an amount which reflects the accounting for costs and expenses.

3. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is hereby deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective retroactive July 1, 2015, and shall terminate on June 30, 2016, unless terminated sooner pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, Amendment No. 1, Amendment No. 2 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.3 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

CONTRACTOR:

SANTA FE BUSINESS INCUBATOR

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
MARIE LONGSERRE  
PRESIDENT and CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CRS# 02-283987-009  
City of Santa Fe Business  
Registration#15-65070

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 9/24/15  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

\_\_\_\_\_  
22116.510340  
BUSINESS UNIT/LINE ITEM

## EXHIBIT A

### **SFBI SAMPLE REPORTS**

**Note:** Certain metrics, as noted, are collected and reported on a quarterly basis from interim client reports and surveys. These may not be assumed to represent all activity and outcomes in a particular quarter due to differences in client rotations and their fiscal and accounting systems. Other key metrics, as noted, are collected and aggregated on an annual basis. When interim reports are not available from all clients, SFBI reports the most recent data available and notes the approximate percentage of clients/data reported in a quarter. Aggregate metrics are reported annually.

SFBI will note compliance with the contractual scope of work items in a quarterly summary: see Section I. SFBI will submit the following metrics and details quarterly: see Section II. SFBI will submit an annual metrics report: see Section III.

**I. COMPLIANCE WITH CONTRACT SCOPE OR WORK.** Description of contractual items **not covered** in Quarterly Metrics Section II or Annual Report Section III.

**II. QUARTERLY METRICS REPORT.** Percentage of clients reporting in quarter: \_\_%

1. Current Client Companies and Members. Total all current clients/members: \_\_#\_\_ *List of core client companies, see attachment #x.*

A. Core Client Companies Total: \_\_#\_\_

i. Client Company Tenants Total: \_\_#\_\_

ii. Client Company Affiliates: \_\_#\_\_

B. Other Members Total: \_\_#\_\_

i. Co-Working: \_\_#\_\_

ii. Launch Pad or Runway, Pre-Incubation -#-

iii. Other: \_\_#\_\_

2. New and Other. Total all new clients/members in current quarter: \_\_#\_\_

A. New Core Clients in the Quarter. Total: \_\_#\_\_

i. New Client Company Tenants Total: \_\_#\_\_

ii. New Client Company Affiliates: \_\_#\_\_

B. New Members/Other in the Quarter: \_\_#\_\_

i. New Co-Working: \_\_#\_\_

ii. New Launch Pad or Runway, Pre-Incubation: \_\_#\_\_

iv. New Other: \_\_#\_\_

C. Number of "walk-ins" and type of service requested in Quarter: \_\_#\_\_

D. Number of participants in each incubator hosted trainings, business development activities and events in Quarter: \_\_#\_\_

3. Service Providers, Business Development Organizations, Partners Hosted On-Site during the Quarter. Total Number:   #  

A. Resident Service Providers, Business Development Organizations, Partners. See list in attachment #x.

B. Hosted Service Providers, Business Development Organizations, Partners. See attachment #x.

C. Type of referral. #

4. Types of Clients and Participants

A. Current Clients and Members by Type. Companies involved in multiple categories are counted in most applicable category:

i. Technology Development, Services, Other

1. Bio-Tech/Life Sciences   #  

2. Software/IT   #  

3. Energy   #  

4. Green Tech (other than energy)   #  

5. Material Science   #  

6. Other Technology as self-defined   #  

ii. Manufacturing

1. Technology Manufacturing   #  

2. Other General Manufacturing   #  

iii. Non-Technical, Service Providers, Other as self-defined:   #  

iv. Other/ Self Defined:   #  

B. New Clients and Members by Type. Companies involved in multiple categories are counted in most applicable category:

i. Technology Development, Services, Other

1. Bio-Tech/Life Sciences   #  

2. Software/IT   #  

3. Energy   #  

4. Green Tech (other than energy)   #  

5. Material Science   #  

6. Other Technology as self-defined   #  

ii. Manufacturing1. Technology Manufacturing   #  

iii. Other General Manufacturing   #  

iv. Non-Technical, Service Providers, Other   #  

v. Other/ as self-defined   #  

C. Any notable observation or trends from general inquiries from program applicants and participants and others on their need and type of assistance requested.

5. Client Graduates/Exits in Quarter. Total:   #  

A. Tenant: -#-

B. Affiliate Companies:   #

C. Other members:   #   D.

D. Length of participation in the SFBI program as tenant or affiliate.

6. Note observations and trends in business assistance requests and referrals, including common types of technical assistance requested.

7. Infrastructure provided (per Scope of Services). Describe notable changes or adaptations of the following quarterly:

A. Describe Notable Changes to Facility Provisions of:

i. Client Rental Space

ii. Common areas

iii. Shared equipment

iv. IT and Telecommunications Infrastructure

v. Other

B. Describe the infrastructure needs that were identified and how those needs are being met or dealt with, and/or identified unmet needs.

8. Key Economic Impact Metrics Surveyed Quarterly:

A. New jobs created in Quarter (full time annual equivalent):   #  

i. Full Time employees/contractors:   #  

ii Part Time employees/contractors:   #  

B. Total Current full time employees/contractors:   #  

C. Total Current part-time employees/contractors:   #  

D. Payroll/wage: \$ xxxx

E. Wage Ranges paid. *Wages, see attachment #x.*

F. Number of high-wage jobs:   #  

G. Total Sales and/or revenue: \$ xxxx

H. Capital/investment funding attracted: \$xxxx

I. Loan funding: \$xxxx  

J. Grant/contract/research grants-contracts/other revenue: \$xxxx

9. Developments of note or special interest

A. Client company highlights:

B. SFBI highlights

C. Other

10. Description of support/services offered and notable program successes and impacts.

Attach training and business development activities and events list; see attachment #x.

A. Core tenant clients and affiliates

B. Co-working members

C. Launch pad or Runway, pre-incubation participants, other

D. General inquiries and walk-ins

E. Co-located and collaborative service providers

11. Narrative update on any anticipated program plans, changes and goals.



12. Provide data about applicants and clients in graphic form
- A. Create and submit a graphic that shows industry types and their category of support requested. i.e. funding, marketing, strategy, etc.
  - B. Graph client income and payroll by quarter.

**III. ANNUAL REPORT: Key Economic Metrics in Aggregate**

- A. New jobs created in Quarter (full time annual equivalent):   #  
  - i. Total Full Time employees/contractors:   #
  - ii Total Part Time employees/contractors:   #
- B. Payroll/wages Annual: \$ xxxx
- C. Wage Ranges paid. *Wages, see attachment #x.*
- D. Number of high-wage jobs in year:   #
- E. Total sales and/or revenue Annual: \$ xxxx
- F. Capital/investment funding attracted Annual: \$xxxx
- G. Loan funding Annual: \$xxxx
- H. Grant/contract/research grants-contracts/other revenue Annual: \$xxxx
- I. Number of Core Client Resident/Affiliate Served Annual:   #
- J. Number of Member/other client served Annual:   #
- K. Number of General Inquiries and Walk-Ins Served Annual:   #
- L. Number of event and training attendees annual:   #
- M. Description of the attraction and development of potential SFBI clients and how the pipeline is managed.
- N. Description of any plans for major expansions, additions or changes to operations and programs in the next fiscal year.
- O. Narrative update on any ideas or recommendations to align incubator programs with other economic development programs in the community and at the City of Santa Fe.
- P. Data about applicants and clients in graphic form
  - A. Create and submit a graphic that shows industry types.
  - B. Graph of annual client income and payroll.
- Q. Provide a general total annual expense interim report that is divided into 4 or more categories; property, equipment, staffing, programs and other.

## **EXHIBIT B - Communications for Events and Activities**

SFBI will utilize several media channels to regularly communicate programs and activities and as new and notable events or updates occur:

1. Copy the City on press releases and media announcements of upcoming events, the outcomes of SFBI activities and noteworthy client news.
2. Copy the City on email notices we send our participants about upcoming programs and opportunities.
3. Use social media to give notice of activities and client news, including Facebook, as well as other appropriate technology platforms.
4. Work with traditional media outlets to recognize and promote clients, activities and outcomes.
5. Notify the City of long-range plans and new programs in the appropriate sections of the quarterly reports.
6. Exclusive of quarterly reports, contact the City when more involved long-term events and programs are to be held that provide opportunities for the City to promote and support them, for example: Start-Up Weekend.
7. Distribute electronically SFBI "Insider" newsletters and special "Flash Focus" updates on SFBI, clients and outcomes to City staff and leadership.
8. Participate in collaborative groups and programs such as: The Santa Fe Business Service Providers group, where information about programs and activities is shared with the City and other area business service providers.

**CITY OF SANTA FE**  
**AMENDMENT No. 2 TO**  
**PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 28, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Business Incubator (the "Contractor"). The effective date of this Amendment shall be retroactive to July 1, 2014.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide business 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 SERVICES

Article 1 of the Agreement is amended so that Article 1 reads in its entirety as follows:

The Contractor shall provide business incubation services for the City, including the following:

A. A program to assist early stage businesses to launch, grow and prosper in Santa Fe and regularly measure and track program effectiveness.

1) Business training, mentoring, coaching and workshops directly and/or in collaboration with other business development service providers.

2) Connect client companies to sources of capital, such as loan programs, Angel funding, venture capital, research grants, individual investors and other programs and resources.

B. A program to assist and encourage individuals interested in starting a business by providing: general assistance as appropriate, connections to other entrepreneurs, collateral materials and referrals to business resources.

C. Professional facility and shared infrastructure for early stage businesses including: office and light production spaces, conference and meeting rooms, common areas, lunch rooms, shared equipment, telecommunications and high speed internet service and/or access.

D. Operation of the shared bio-science laboratory.

E. Promote and market SFBI and its available services and the activities of client companies through a SFBI website, social media, traditional media, in-person outreach and presentations, and other activities and communications highlighting news and activities of SFBI and client companies.

F. Work collaboratively with other key community economic and business development organizations and enterprises to provide additional resources and refer clients and others to appropriate resources and make referrals to City business development programs to provide assistance and resources to clients and other as needed.

G. Provide metrics and reports in accordance with the scope of work as described in sections A-F. The City of Santa Fe entered into a separate professional services agreement with SFBI to purchase a Business Incubator facility and operations management software, IncuTrack, and SFBI shall continue to coordinate with the City Economic

Development Department to provide data and reports required in Paragraph 1. H. utilizing IncuTrack.

H. Provide quarterly reports (see Exhibit A, Sample Quarterly Report) which include but are not limited to:

(1) The number of client companies/entrepreneurs assisted including SFBI client-tenants, affiliate client-members, and other program participants. Include the number of new clients/members and graduates.

(2) Number of new jobs added by clients/members. These shall be measured according to a full-time annual equivalency.

(3) Sales and revenue (as available quarterly) amount of investments attracted and loans received. .

(4) Note observations and trends in business assistance requests and referrals, including common types of technical assistance needed, (ie: concept development; financing; workforce; marketing; etc.).

(5) Number of general inquiries and walk-ins assisted.

(6) Identify general industry sectors of clients/members and others.

(7) Notable changes or additions to facility or infrastructure including rental spaces, shared equipment, or other. Any notable information about demand for infrastructure provided or needed.

(8) Any other highlights, relevant trends, and developments of note or special interest regarding client companies and SFBI.

I. Provide an annual Report (inclusive of the 4<sup>th</sup> quarter report). In addition to quarterly report metrics, other key metrics shall be gathered on an annual basis and reported in the 4<sup>th</sup> quarter report.

2. COMPENSATION.

Article 3 of the Agreement is amended to increase the amount of compensation by a total of two hundred thousand dollars (\$200,000), so that Article 3, reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed six-hundred thousand dollars (\$600,000), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and satisfactory deliverables. The Contractor shall invoice quarterly for services provided in an amount that does not exceed forty percent (40%) of the total compensation for any given quarter (See Exhibit B).

3. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is hereby deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective retroactive July 1, 2014, and shall terminate on June 30, 2015, unless terminated sooner pursuant to Paragraph 6, *infra*.

B. Option to Renew. The City retains the right to renew this Agreement one (1) additional year contingent upon parties reaching an agreement as to the terms and conditions.

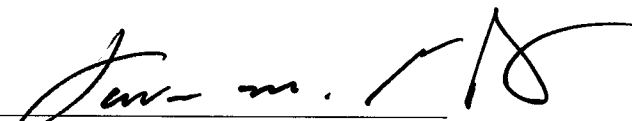
The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, 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.1 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

  
JAVIER M. GONZALES, MAYOR

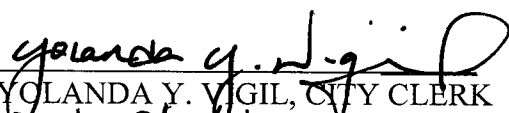
CONTRACTOR:  
SANTA FE BUSINESS  
INCUBATOR

  
MARIE LONGSERRE  
PRESIDENT and CEO

DATE: 10-17-14

DATE: 10/17/2014

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
cc mtg 9/23/14

APPROVED AS TO FORM:

MDM 9/4/14  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

Teresita Garcia 10/15/2014  
TERESITA GARCIA, FINANCE DIRECTOR

22116.510300  
BUSINESS UNIT/LINE ITEM

## EXHIBIT A

### **SFBI SAMPLE REPORTS**

*Note: Certain metrics, as noted, are collected and reported on a quarterly basis from interim client reports and surveys. These may not be assumed to represent all activity and outcomes in a particular quarter due to differences in client rotations and their fiscal and accounting systems. Other key metrics, as noted, are collected and aggregated on an annual basis. When interim reports are not available from all clients, SFBI reports the most recent data available and notes the approximate percentage of clients/data reported in a quarter. Aggregate metrics are reported annually.*

SFBI will note compliance with the contractual scope of work items in a quarterly summary: see Section I. SFBI will submit the following metrics and details quarterly: see Section II. SFBI will submit an annual metrics report: see Section III.

**I. COMPLIANCE WITH CONTRACT SCOPE OR WORK.** Description of contractual items not covered in Quarterly Metrics Section II or Annual Report Section III.

**II. QUARTERLY METRICS REPORT.** Percentage of clients reporting in quarter: \_\_%

1. Current Client Companies and Members. Total all current clients/members: \_\_#\_\_ *List of core client companies, see attachment #x.*

A. Core Client Companies Total: \_\_#\_\_

i. Client Company Tenants Total: \_\_#\_\_



ii. Client Company Affiliates:   #  

B. Other Members Total:   #  

i. Co-Working:   #  

ii. Launch Pad or Runway, Pre-Incubation   #  

iii. Other:   #  

2. New and Other. Total all new clients/members in current quarter:   #  

A. New Core Clients in the Quarter. Total:   #  

i. New Client Company Tenants Total:   #  

ii. New Client Company Affiliates:   #  

B. New Members/Other in the Quarter:   #  

i. New Co-Working:   #  

ii. New Launch Pad or Runway, Pre-Incubation:   #  

iv. New Other:   #  

C. Number of General Inquiries & Walk-Ins Assisted in Quarter:   #  

D. Number of participants in incubator hosted trainings, business development activities and events  
in Quarter:   #  

3. Service Providers, Business Development Organizations, Partners Hosted On-Site during  
the Quarter. Total Number:   #  

A. Resident Service Providers, Business Development Organizations, Partners. See list in  
attachment #x.

B. Hosted Service Providers, Business Development Organizations, Partners. See attachment #x.

4. Types of Clients and Participants

A. Current Clients and Members by Type. Companies involved in multiple categories are counted in most applicable category:

i. Technology Development, Services, Other

1. Bio-Tech/Life Sciences \_#\_

2. Software/IT \_#\_

3. Energy \_#\_

4. Green Tech (other than energy) \_#\_

5. Material Science \_#\_

6. Other Technology \_#\_

ii. Manufacturing

1. Technology Manufacturing \_#\_

2. Other General Manufacturing \_#\_

iii. Non-Technical, Service Providers, Other: \_#\_

iv. Other/Unspecified: \_#\_

B. New Clients and Members by Type. Companies involved in multiple categories are counted in most applicable category:

i. Technology Development, Services, Other

1. Bio-Tech/Life Sciences \_#\_

2. Software/IT \_#\_

3. Energy \_#\_

- 4. Green Tech (other than energy) \_#\_
- 5. Material Science \_#\_
- 6. Other Technology \_#\_
- ii. Manufacturing1. Technology Manufacturing \_#\_
- iii. Other General Manufacturing \_#\_
- iv. Non-Technical, Service Providers, Other \_#\_
- v. Other/Unspecified \_#\_

C. Any notable observations or trends including from general inquiries.

5. Client Graduates/Exits in Quarter. Total: \_#\_

- A. Tenant: -#-
- B. Affiliate Companies: \_#\_
- C. Other members: \_#\_ D.
- D. Average length of client stay and number of years as tenant/affiliate.

6. Note observations and trends in business assistance requests and referrals, including common types of technical assistance needed, (ie: concept development; financing; workforce; marketing; etc.).

7. Infrastructure provided (per Scope of Services). Describe notable changes or adaptations of the following quarterly:

- A. Describe Notable Changes to Facility Provisions of:
  - i. Client Rental Space

- ii. Common areas
- iii. Shared equipment
- iv. IT and Telecommunications Infrastructure
- v. Other

B. Describe the infrastructure needs that were identified and how those needs are being met or dealt with, and/or identified unmet needs.

8. Key Economic Impact Metrics Surveyed Quarterly:

A. New jobs created in Quarter (full time annual equivalent): \_\_#\_\_

i. Full Time employees/contractors: \_\_#\_\_

ii Part Time employees/contractors: \_\_#\_\_

B. Total Current full time employees/contractors: \_\_#\_\_

C. Total Current part-time employees/contractors: \_\_#\_\_

9. Developments of note or special interest

A. Client company highlights:

B. SFBI highlights

C. Other

10. Description of support/services offered and notable program successes and impacts.

Attach training and business development activities and events list; see attachment #x.

A. Core tenant clients and affiliates

B. Co-working members

C. Launch pad or Runway, pre-incubation participants, other

D. General inquiries and walk-ins

E. Co-located and collaborative service providers

11. Narrative update on program plans and goals

**III. ANNUAL REPORT: Key Economic Metrics in Aggregate**

- A. Total number new positions/jobs in year (full time annual equivalent):   #
- i. Full time:   #
- ii. Part time:   #
- B. Payroll/wages Annual: \$  xxxx
- C. Wage Ranges paid. *Wages, see attachment #x.*
- D. Number of high-wage jobs in year:   #
- E. Sales and revenue Annual: \$  xxxx
- F. Capital/investment funding attracted Annual: \$xxxxx
- G. Loan funding Annual: \$xxxxx
- H. Grant/contract/research grants-contracts/other revenue Annual: \$xxxxx
- I. Number of Core Client Resident/Affiliate Served Annual:   #
- J. Number of Member/Other Clients Served Annual:   #
- K. Number of General Inquiries and Walk-Ins Served Annual:   #
- L. Number of event and training attendees annual:   #
- M. Description of the attraction and development of potential SFBI clients and how the pipeline is managed.
- N. Description of potential for expansion, additions or improvements to operations and programs in the next fiscal year.

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 28, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Business Incubator (the "Contractor"). The effective date of this Amendment shall be retroactive to July 1, 2013.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide business 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 SERVICES

Article 1 of the Agreement is amended so that Article 1 reads in its entirety as follows:

The Contractor shall provide business incubation services for the City, including the following:

A. A program to assist early stage businesses to launch, grow and prosper in Santa Fe and regularly measure and track program effectiveness.

1) Business training, mentoring, coaching and workshops directly and/or in collaboration with other business development service providers.

2) Connect client companies to sources of capital, such as loan

programs, Angel funding, venture capital, research grants, individual investors and other programs and resources.

3) Create an entrepreneurial hub of activity by connecting client companies and other entrepreneurs to each other and to broader networks of support, resources and activities.

B. A program to assist and encourage individuals interested in starting a business by providing general assistance as appropriate, collateral materials and making referrals to external business resources.

C. Professional facility and shared infrastructure for early stage businesses including: office and light production spaces, conference and meeting rooms, common areas, lunch rooms, shared equipment, telecommunications and high speed internet service and/or access.

D. Launch and operate the shared bio-science laboratory.

E. Promote and market SFBI and its available services and the activities of client companies through a SFBI internal website, social media, traditional media sources, in-person outreach and presentations, and other activities. Launch and distribute an electronic newsletter and/or other communications highlighting news and activities of SFBI and client companies.

F. Work collaboratively with other key community economic and business development organizations and enterprises to provide additional resources and refer clients and others to appropriate resources.

G. Develop a plan to address the implementation of the scope of work as described in sections A-F.

H. Provide quarterly reports (see Exhibit A, Sample Quarterly Report) which include but are not limited to:

(1) The number of client companies/entrepreneurs currently assisted, including SFBI client-tenants, affiliate client-members, and other program participants. Include the number of new clients/members and graduates.

(2) Number of new jobs added by clients/members.

(3) Sales and revenue (as available quarterly); amount of investments attracted; and loans received in the quarter.

(4) Number of general inquiries and walk-ins assisted.

(5) Identify general industry sectors of clients/members and others.

(6) Notable changes or additions to facility or infrastructure including rental spaces, shared equipment, or other. Any notable information about demand for infrastructure provided or needed.

(7) Any other highlights including developments of note or special interest regarding client companies and SFBI. Any other relevant trends or observations.

(8) Update on program plans and goals.

(9) Develop a client survey tool that provides feedback on the effectiveness of Incubator and hosted programs and activities.

I. Provide an annual Report (inclusive of the 4<sup>th</sup> quarter report). In addition to quarterly report metrics, other key metrics shall be gathered on an annual basis and reported in the 4<sup>th</sup> quarter report.

## 2. COMPENSATION.

Article 3 of the Agreement is amended to increase the amount of compensation by a



total of two hundred thousand dollars (\$200,000), so that Article 3, reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed four-hundred thousand dollars (\$400,000), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and satisfactory deliverables. The Contractor shall invoice quarterly for services provided in an amount that does not exceed forty percent (40%) of the total compensation for any given quarter (See Exhibit B).

3. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is hereby deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective retroactive July 1, 2013, and shall terminate on June 30, 2014, unless terminated sooner pursuant to Paragraph 6, *infra*.

B. Option to Renew. The City retains the right to renew this Agreement up to two 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.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, 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.1 to the City of

Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

David Coss  
DAVID COSS, MAYOR

Date: 10-2-13

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK  
Rec'd 9-25-13

CONTRACTOR:  
SANTA FE BUSINESS INCUBATOR

By: Marie Longserre  
(Name & Title)  
MARIE LONGSERRE  
PRESIDENT + CEO

APPROVED AS TO FORM:

Judith Zamora  
GENO ZAMORA, CITY ATTORNEY 8/22/13

APPROVED:

Marcos A. Tapia  
MARCOS A. TAPIA  
FINANCE DIRECTOR 10/1/13

22116.510300  
BUSINESS UNIT/LINE ITEM

# EXHIBIT A

## SFBI SAMPLE REPORTS

*Note: Certain metrics, as noted, are collected and reported on a quarterly basis from interim client reports and surveys. These may not be assumed to represent all activity and outcomes in a particular quarter due to differences in client rotations and their fiscal and accounting systems. Other key metrics, as noted, are collected and aggregated on an annual basis. When interim reports are not available from all clients, SFBI reports the most recent data available and notes the approximate percentage of clients/data reported in a quarter. Aggregate metrics are reported annually.*

SFBI will note compliance with the contractual scope of work items in a quarterly summary: see Section I. SFBI will submit the following metrics and details quarterly: see Section II. SFBI will submit an annual metrics report: see Section III.

**I. COMPLIANCE WITH CONTRACT SCOPE OR WORK.** Description of contractual items not covered in Quarterly Metrics Section II or Annual Report Section III. SFBI will implement systems to provide metrics on the incubation program. SFBI will develop the draft survey for client/member services in the 2<sup>nd</sup> Quarter.

**II. QUARTERLY METRICS REPORT.** Percentage of clients reporting in quarter: \_\_%

1. Current Client Companies and Members. Total all current clients/members: \_\_#\_\_ *List of core client companies, see attachment #x.*

A. Core Client Companies Total: \_\_#\_\_

i. Client Company Tenants Total: \_\_#\_\_

ii. Client Company Affiliates: \_\_#\_\_

B. Other Members Total: \_\_#\_\_

i. Co-Working: \_\_#\_\_

ii. Launch Pad or Pre-Incubation -#-

iv. Other: \_\_#\_\_

2. New and Other. Total all new clients/members in current quarter: \_\_#\_\_

A. New Core Clients in the Quarter. Total: \_\_#\_\_

i. New Client Company Tenants Total: \_\_#\_\_

ii. New Client Company Affiliates: \_\_#\_\_

B. New Members/Other in the Quarter: \_\_#\_\_

i. New Co-Working: \_\_#\_\_

ii. New Launch Pad or Pre-Incubation: \_\_#\_\_

iv. New Other: \_\_#\_\_

C. Number of General Inquiries & Walk-Ins Assisted in Quarter: \_\_#\_\_

D. Number of participants in incubator hosted trainings, business development activities and events in Quarter: \_\_#\_\_

3 Service Providers, Business Development Organizations, Partners Hosted On-Site during the Quarter. Total Number: \_\_#\_\_

A. Resident Service Providers, Business Development Organizations, Partners. See list in attachment #x.

B. Hosted Service Providers, Business Development Organizations, Partners. See attachment #x.

4. Types of Clients and Participants

A. Current Clients and Members by Type. Companies involved in multiple categories are counted in those applicable:

i. Technology Development, Services, Other

1. Bio-Tech/Life Sciences \_\_#\_\_

2. Software/IT \_\_#\_\_

3. Energy \_\_#\_\_

4. Green Tech (other than energy) \_\_#\_\_

5. Material Science \_\_#\_\_

6. Other Technology \_\_#\_\_

ii. Manufacturing

1. Technology Manufacturing \_\_#\_\_

2. Other General Manufacturing \_\_#\_\_

iii. Non-Technical, Service Providers, Other: \_\_#\_\_

iv. Other/Unspecified: \_\_#\_\_

B. New Clients and Members by Type. Companies involved in multiple categories are counted in those applicable:

i. Technology Development, Services, Other

1. Bio-Tech/Life Sciences \_\_#\_\_

2. Software/IT \_\_#\_\_

3. Energy \_\_#\_\_

4. Green Tech (other than energy) \_\_#\_\_

5. Material Science \_\_#\_\_

6. Other Technology \_\_#\_\_

ii. Manufacturing1. Technology Manufacturing \_\_#\_\_

- iii. 2. Other General Manufacturing \_#\_
- iv. Non-Technical, Service Providers, Other \_#\_
- v. Other/Unspecified \_#\_

C. Any notable observations or trends regarding general inquiries:

5. Client Graduates/Exits in Quarter. Total: \_#\_

- A. Tenant: -#-
- B. Affiliate Companies: \_#\_
- C. Other members: \_#\_

*Note years as tenant or affiliate*

6. Training, business development activities and events in Quarter: see attachment #x.

7. Infrastructure provided (per Scope of Services). Describe notable changes or adaptations of the following quarterly:

A. Describe Notable Changes to Facility Provisions of:

- i. Client Rental Space
- ii. Common areas
- iii. Shared equipment
- iv. IT and Telecommunications Infrastructure
- v. Other

B. Describe the infrastructure needs that were identified and how those needs are being met or dealt with, and/or identified unmet needs.

8. Key Economic Impact Metrics Surveyed Quarterly:

- A. New jobs created in Quarter. Total \_#\_
  - i. Full Time employees/contractors: \_#\_
  - ii Part Time employees/contractors: \_#\_
- B. Total Current full time employees/contractors: \_#\_
- C. Total Current part-time employees/contractors: \_#\_

9. Quarterly Survey responses/metrics regarding services used or valued to clients/members. See attachment #x.

10. Developments of note or special interest

- A. Client company highlights:
- B. SFBI highlights
- C. Other

11. Description of support/services offered to:

- A. Core tenant clients and affiliates
- B. Co-working members
- C. Launch pad, pre-incubation participants, other

- D. General inquiries and walk-ins
  - E. Co-located and collaborative service providers
12. Narrative update on program plans and goals

**III. ANNUAL REPORT: Key Economic Metrics in Aggregate**

- A. Total number of new positions/jobs in year:   #  
  - i. Full time:   #
  - ii. Part time:   #
- B. Payroll/wages Annual: \$  xxxx
- C. Wage Ranges paid. *Wages, see attachment #x.*
- D. Number of high-wage jobs in year:   #
- E. Sales and revenue Annual: \$  xxxx
- F. Capital/investment funding attracted Annual: \$xxxx
- G. Loan funding Annual: \$xxxx
- H. Grant/contract/research grants-contracts/other revenue Annual: \$xxxx
- I. Number of Core Client Resident/Affiliate Served Annual:   #
- J. Number of Member/Other Clients Served Annual:   #
- K. Number of General Inquiries and Walk-Ins Served Annual:   #
- L. Number of event and training attendees annual:   #

## EXHIBIT B - PROPOSED BUDGET

1. Staffing/personnel rollup: including salaries, wages, temporary and contract employees/staff, payroll expenses, payroll taxes, healthcare and benefits.  
Allocation: \$ 80,000
2. Shared business equipment and infrastructure including: telecommunications; IT equipment and services, photo copiers, fax machines, resource room and library.  
Allocation: \$ 15,000
3. Property and infrastructure: utilities, HVAC, security/alarm system, fire alarm/safety, general maintenance, repairs, janitorial services, client space make-ready, property taxes, and insurance.  
Allocation: \$ 80,000
4. Mortgage: interest and principal, City of Santa Fe/HUD.  
Allocation: \$ 25,000.

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>HUB International Ins Svcs Inc</b> <b>P.O.Box 5080</b> <b>Santa Fe, NM 87502</b> <b>505 982-4296</b>		<b>CONTACT NAME:</b> Susan Carr <b>PHONE (A/C, No, Ext):</b> 505-982-4296 <b>FAX (A/C, No):</b> 866-621-0427 <b>E-MAIL ADDRESS:</b> susan.carr@hubinternational.com	
<b>INSURED</b> <b>Santa Fe Business Incubator Inc</b> <b>3900 Paseo Del Sol</b> <b>Santa Fe, NM 87507</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A : Westfield Insurance Company</b>	
		<b>INSURER B :</b>	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
<b>INSURER F :</b>		<b>NAIC #</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CWP7331729	11/18/2012	11/18/2013	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CWP7331729	11/18/2012	11/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0.			CWP7331729	11/18/2012	11/18/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder named Additional Insured as respects General Liability insurance per attached policy forms CG7000 12/98, CG2018 11/85 & AD8052 12/09 at insured location: 3900 Paseo del Sol, Bldg 1 & 2, Santa Fe NM 87507

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe  
 Economic Development Division  
 P.O. Box 909  
 Santa Fe, NM 87504-0909

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert L. Mackay





# City of Santa Fe

## Summary of Contracts, Agreements, & Amendments

### Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☒

2 Name of Contractor Santa Fe Business Incubator

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$200,000.00

Termination Date: June 30, 2013

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Provide business incubation services for the City.

Amendment # 1 to the Original Contract# 12-0768

Increase/(Decrease) Amount \$ 200,000.00

Extend Termination Date to: June 30, 2014

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:** Provide business incubation services for the City.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 200,000.00 of original Contract# 12-0768 Termination Date: 06/30/2013

Reason: Provide business incubation services for the City.

Amount \$ 200,000.00 amendment # 1 Termination Date: 06/30/2014

Reason: Provide business incubation services for the City.

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 400,000.00



## City of Santa Fe Summary of Contracts, Agreements, & Amendments

**5 Procurement Method of Original Contract:** (complete one of the lines)

RFP# 12/23/P Date: \_\_\_\_\_

RFQ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** Second of 4 year contract  
example: (First year of 4 year contract)

**7 Funding Source:** Economic Development Fund **BU/Line Item:** 22116.510300

**8 Any out-of-the ordinary or unusual issues or concerns:**

\_\_\_\_\_  
(Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Jessica Sandoval

Phone # \_\_\_\_\_ -6334

**10 Certificate of Insurance attached.** (if original Contract) ☒

**Submit to City Attorney for review/signature**

**Forward to Finance Director for review/signature**

**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**

CITY OF SANTA FE  
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and the Santa Fe Business Incubator (SFBI) (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide business incubation services for the City, as set forth in detail in the proposed budget attached hereto as Exhibit "A", including the following:

A. Assist early stage businesses to grow and prosper in Santa Fe.

1) Provide business training, mentoring, coaching and workshops directly and/or in collaboration with other business development service providers.

2) Connect client companies to sources of capital.

3) Connect client companies and other entrepreneurs to each other and to a broader network of support through events, activities and individual introductions.

B. Assist and encourage entrepreneurs to start and grow businesses. This includes providing assistance and referrals to walk-ins and other inquiries.

C. Provide professional infrastructure for early stage businesses including: office and light production spaces, conference and meeting rooms, common areas, lunch rooms, shared business equipment (photocopier, fax machine, etc.), telecommunication and high speed internet service and/or access.

D. Promote and market SFBI and its available services and the activities of client companies through the media, website, outreach and other activities.

E. Work collaboratively with other economic and business development organizations and programs to provide programs, referrals and to create a robust system for business support in the region.

F. Provide quarterly reports which include, but are not limited to the following deliverables:

(1) The number of companies/entrepreneurs assisted, including notable needs/area of assistance. This shall include SFBI tenants, affiliate members, other program participants (i.e. co-working, award winners, etc.), general inquiries and walk-ins.

(2) Infrastructure provided to companies/entrepreneurs. This shall include rental spaces and

shared equipment used as well as notes about changes, additions, new uses, and notable information about demand for existing infrastructure provided or needed.

(3) Other key metrics: Jobs created, payroll and wage ranges, client revenue, capital attracted, taxes paid, graduates from the program.

(4) Other highlights including developments of note or special interest for client companies and for SFBI itself; and any other relevant trends or observations.

## 2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

## 3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two-hundred thousand dollars (\$200,000), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and satisfactory deliverables. The Contractor shall invoice quarterly for services provided, in accordance with Exhibit "A", in an amount that does not exceed forty percent (40%) of the total compensation for any given quarter. The proposed budget category amounts may be transferred between budget categories with prior written approval by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor , which ever occurs last, and

terminate on June 30, 2013, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three (3) additional one (1) 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.

## 6. TERMINATION

A. This Agreement may be terminated by the City upon thirty (30) days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF  
EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. 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 Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability

insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

### 13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe 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 City and its "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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No

person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid,

illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

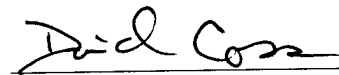
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:  
Housing & Community Development  
Department  
P.O. Box 909  
Santa Fe, NM 87504-0909

Contractor:  
Santa Fe Business Incubator  
3900 Paseo del Sol  
Santa Fe, NM 87507

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

  
\_\_\_\_\_  
DAVID COSS, MAYOR

DATE: 9/4/12

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

Inaith Amer for  
GENO I. ZAMORA, CITY ATTORNEY  
8/10/12

CONTRACTOR:  
Santa Fe Business  
Incubator

By: [Signature]  
Marie Longserre,  
President and CEO

CRS# 02283987009  
City of Santa Fe Business  
Registration# 12 00065070

APPROVED:

Melville Morgan  
DR. MELVILLE MORGAN, DIRECTOR  
FINANCE DEPARTMENT  
091708

22116.510300  
BUSINESS UNIT/LINE ITEM

## EXHIBIT A

1. Staffing/personnel rollup: salaries, wages, temporary and contract employees/staff, payroll expenses, payroll taxes, healthcare and benefits.  
Allocation: \$ 85,000
2. Shared business equipment and infrastructure including: telecommunications; IT equipment and services, photo copiers, fax machines, resource room and library.  
Allocation: \$ 20,000
3. Property and infrastructure: utilities, HVAC, security/alarm system, fire alarm/safety, general maintenance, repairs, client space make-ready, property taxes.  
Allocation: \$ 80,000
4. Mortgage: interest and principal, City of Santa Fe/HUD.  
Allocation \$ 15,000



**Item B**



## Memorandum

**DATE:** November 10, 2015  
**TO:** Business and Quality of Life Committee  
**FROM:** Kate Noble, Interim Department Director, Housing and Community Development  
**RE:** Professional Services Agreement (PSA) for SFid

### **Background:**

ABQid is a successful accelerator based upon the Lean Launchpad curriculum developed by Steve Blank. ABQid was selected through and Request for Qualifications process to run a pilot project in Santa Fe which would include 4-6 Santa Fe companies in the cohort and connect them to the opportunity for potential equity funding through a seed fund.

Santa Fe has not had an accelerator operating exclusively for Santa Fe companies since The Velocity Project in 2014.

### **Item and Issue:**

The Professional Services Agreement with ABQid for an SFid accelerator program (including potential follow on financing through a separate entity/fund) provides for the following:

- Development of a curriculum for a 12 week accelerator targeted at high growth companies and serving 4-6 companies
- If 50% of the companies selected are not selected for an initial equity investment (generally \$20,000 for 6%), there is a provision to cancel the agreement and refund the city's initial payment
- Outreach and recruitment of accelerator candidates
- Operation of a 12 week accelerator
- A community demonstration day for the companies which includes investor participation
- Final report including leverage and financing attracted to companies

The Santa Fe Community Foundation (SFCF) has agreed to partner with SFid to identify new investors and connect them to SFid.

### **Action:**

Staff recommends approval of the PSA with SFid. This PSA is paid from the Economic Development business unit and line item: 2216.510340.

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and ABQid, Inc. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. Program Services: The Contractor shall provide business development services based upon the success of the ABQid accelerator according to the following phases and deliverables:

B. Program Deliverables: The Contractor shall deliver the following:

(1) Phase 1: Develop the curriculum for a twelve week accelerator targeting scalable, growing New Mexico companies with a focus on a cohort primarily resident in Santa Fe County, or who might reasonably be expected to have business operations in Santa Fe County in the future.

(2) Phase 2: Perform community outreach, accelerator application process and competitive selection of four to six companies for participation in the accelerator and consideration for initial equity investment

of twenty-thousand dollars (\$20,000) per company to be provided by ABQid Fund I, L.P.. Begin twelve week accelerator.

(3) Phase 3: Conduct a community demonstration day ("Demo Day") to exhibit the companies to the community and investors. Work collaboratively with the City to design an event appropriate for Santa Fe and with the goal of generating community excitement around Santa Fe's entrepreneurs.

(4) Phase 4: Deliver a final report on the pilot project which shall include but is not limited to:

- (a) Number of accelerator applicants
- (b) A brief description including demographic information of each company accepted.
- (c) Accelerator investments and private monies raised
- (d) Key lessons learned

## **2. STANDARD OF PERFORMANCE; LICENSES**

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for

itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor a sum not to exceed forty five thousand dollars (\$45,000), inclusive of gross receipts taxes. Payment shall be made according to the following:

(1) A sum of ten thousand dollars (\$10,000) for the deliverables of Phase 1.

(2) A sum of twenty five thousand dollars (\$25,000) for the deliverables of Phase 2.

(3) A sum of five thousand dollars (\$5,000) for the deliverables of Phase 3.

(4) A sum of five thousand dollars (\$5,000) for the deliverables of Phase 4.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt of invoices and approval by the City. Invoices shall include short detailed statements containing a description of items completed as defined by Phases 1-4. This is in addition to the final report indicating satisfactory progress towards deliverables of this Agreement.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2016.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services

satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. This Agreement shall be automatically terminated as of the end of Phase 1 if less than half of the initial cohort of companies to be included in Phase 2 are determined by the Investment Subcommittee of the Contractor to be eligible for an initial \$20,000 equity investment by ABQid Fund I, L.P. are not from Northern New Mexico and/or Santa Fe county. In the event the contract is terminated under this provision the Contractor will refund the \$10,000 funded per Phase 1 to the City.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles,

or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City, except as may be required under applicable law.

9. 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 Agreement. Contractor further agrees that in the performance of this



Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage

liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

### 13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance

of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City 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 City and its "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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to

inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

The Contractor shall abide by all applicable federal and state laws and regulations, and all applicable ordinances, rules and regulations of the City. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto

concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses (or such other address as the relevant party may hereafter specify in a notice to the other):

City of Santa Fe:  
Housing and Community Development  
Department  
P.O. Box 909  
Santa Fe, NM 87504

Contractor:  
ABQid, Inc./SFid  
317 Commercial St NE  
Albuquerque, NM 87102

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

\_\_\_\_\_  
BRIAN K. SNYDER, CITY MANAGER

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

CONTRACTOR:  
ABQid, Inc.

By: \_\_\_\_\_  
(Lori Upham,  
Executive Director)

\_\_\_\_\_  
KELLEY A. BRENNAN,  
CITY ATTORNEY

CRS#03-0292540-00-9  
City of Santa Fe  
Business  
Registration # \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, DIRECTOR  
FINANCE DEPARTMENT

22116.510340  
\_\_\_\_\_  
BUSINESS UNIT/LINE ITEM

**Item C**



# City of Santa Fe, New Mexico

## LEGISLATIVE SUMMARY

Bill No. 2015-\_\_

### Municipal GRT Dedication

---

**SPONSOR(S):** Councilor Maestas

**SUMMARY:** The proposed bill amends Section 18-10.4 SFCC 1987 to rededicate a portion of the municipal gross receipts tax to recreational facilities, and bike and pedestrian pathways.

**PREPARED BY:** Jesse Guillen, Legislative Liaison

**FISCAL IMPACT:** No

**DATE:** September 21, 2015

**ATTACHMENTS:** Bill  
FIR

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2015-\_\_**

**INTRODUCED BY:**

Councilor Joseph M. Maestas

**AN ORDINANCE**

**AMENDING SUBSECTION 18-10 SFCC 1987 TO REDEDICATE A PORTION OF THE  
MUNICIPAL GROSS RECEIPTS TAX TO RECREATIONAL FACILITIES, AND BIKE  
AND PEDESTRIAN PATHWAYS.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Section 18-10 SFCC 1987 (being Ord. #1987-19, as amended) is  
amended to read:**

**18-10 MUNICIPAL GROSS RECEIPTS TAX.**

**18-10.1 Imposition of Tax.**

There is imposed on any person engaging in business in this municipality, for the  
privilege of engaging in business in this municipality, an excise tax equal to one and one-quarter  
percent (1.25%) of the gross receipts reported or required to be reported by the person pursuant to  
the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be  
amended. The tax imposed under this section is pursuant to the Municipal Local Option Gross

1 Receipts Taxes Act as it now exists or as it may be amended and shall be known as the  
2 "municipal gross receipts tax."

3 **18-10.2 General Provisions.**

4 This section hereby adopts by reference all definitions, exemptions and deductions  
5 contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be  
6 amended.

7 **18-10.3 Specific Exemptions.**

8 No municipal gross receipts tax shall be imposed on the gross receipts arising from:

9 A. Direct broadcast satellite services;

10 B. Transporting persons or property for hire by railroad, motor vehicle, air  
11 transportation or any other means from one point within the municipality to another point outside  
12 the municipality; or

13 C. A business located outside the boundaries of a municipality on land owned by the  
14 municipality for which a state gross receipts tax distribution is made pursuant to subsection C of  
15 Section 7-1-6.4 NMSA 1978.

16 **18-10.4 Dedication.**

17 Revenue from the one and one-quarter percent (1.25%) municipal gross receipts tax will  
18 be used for the purpose(s) listed below:

19 A. Revenue from the first two (2) one-quarter percent (1/4%) increments of the  
20 municipal gross receipts tax is dedicated for the following purposes:

21 (1) Annual debt service for municipal gross receipts tax revenue bonds or  
22 other bonds for municipal projects issued for the construction, reconstruction,  
23 improvements and replacement of city facilities, parks, streets, sidewalks, utilities, and  
24 other public works projects including the related equipment and furnishings for the  
25 facilities.

1 (2) If there are proceeds remaining they may be used for:

2 (a) Construction, reconstruction, improvements, replacement,  
3 facility structural maintenance and repair, including related equipment and  
4 furnishings for the facilities.

5 (b) Operating expenditures necessitated by the expansion of services  
6 and facilities to the public.

7 (c) Personnel, operating, contractual, accounting, administration,  
8 equipment, vehicles and other costs related to the city's capital improvements  
9 program and operations of public works department.

10 (d) Computer hardware and software.

11 B. Revenue from the third and fourth one-quarter percent (1/4%) increments of the  
12 municipal gross receipts tax is dedicated to general fund.

13 C. Revenue from the fifth one-quarter percent (1/4%) increment of the municipal  
14 gross receipts tax is dedicated to the public bus system and quality of life purposes in the  
15 following manner:

16 (1) Finance the acquisition, operation, maintenance and any other expenses  
17 necessary for or incidental to the provision of a public bus system. In the event that the  
18 public bus system is ever discontinued, the funds allocated pursuant to this paragraph  
19 shall be used for general municipal operations and the discontinuance of the public bus  
20 system shall not affect the allocations set out in paragraph (2) below. The governing body  
21 shall not discontinue the public bus system until the notice and hearing requirements of  
22 subsections 2-2.3A, 2-2.3B, 2-2.4A, 2-2.4D, 2-2.6 SFCC 1987 have been met.

23 (2) After satisfying the distribution provided for in paragraph C (1).  
24 ~~[provision of a public bus system,]~~ the remaining proceeds of the gross receipts tax shall  
25 be allocated ~~[as set forth in subparagraphs (2)(a) and (2)(b) below.~~

1                   (a) ~~Up to two thirds (2/3) of the proceeds remaining following the~~  
2                   ~~distributions provided for in paragraph C(2) of the gross receipts tax shall be~~  
3                   ~~used for general municipal operations.~~

4                   (b) ~~Up to one third (1/3) of the proceeds remaining following the~~  
5                   ~~distributions provided for in paragraph C(1) of the gross receipts tax shall be~~  
6                   ~~used]~~exclusively for the following quality of life purposes: [recreation]  
7                   recreational facilities, bike and pedestrian pathways, [open space] libraries, and  
8                   parks.

9                   **18-10.5           Effective Date.**


10                  A.       The effective date of the first two (2) one-quarter percent (1/4%) increments of  
11                  the municipal gross receipts tax shall be January 1, 1982.

12                  B.       The effective date of the third one-quarter percent (1/4%) increments of the  
13                  municipal gross receipts tax shall be July 1, 1983.

14                  C.       The effective date of the fourth one-quarter percent (1/4%) increments of the  
15                  municipal gross receipts tax shall be July 1, 1988.

16                  D.       The effective date of the fifth one-quarter percent (1/4%) increments of the  
17                  municipal gross receipts tax shall be [January 1, 1992] July 1, 2016.

18                  APPROVED AS TO FORM:

19  
20                    
21                  KELLEY A. BRENNAN, CITY ATTORNEY

## City of Santa Fe Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

### Section A.      **General Information**

(Check) Bill:   X        Resolution:           

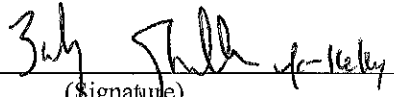
(A single FIR may be used for related bills and/or resolutions)

Short Title(s): **A BILL AMENDING SUBSECTION 18-10 SFCC 1987 TO REDEDICATE A PORTION OF THE MUNICIPAL GROSS RECEIPTS TAX TO RECREATIONAL FACILITIES, AND BIKE AND PEDESTRIAN PATHWAYS.**

Sponsor(s): Councilor Joseph Maestas

Reviewing Department(s): Finance Department

Persons Completing FIR: Oscar Rodriguez      Date: 9/21/15      Phone: 955-6530

Reviewed by City Attorney:       Date: 9/21/15  
(Signature)

Reviewed by Finance Director:       Date: 9-21-2015  
(Signature)

### Section B.      **Summary**

Briefly explain the purpose and major provisions of the bill/resolution:

This bill would rededicate a portion of the fifth 1/4% municipal gross receipts tax from general municipal operations, recreation and open spaces to recreation facilities as well as bike and pedestrian pathways. This rededication would incur no additional fiscal impact as it is only moving existing revenue to other recipients.

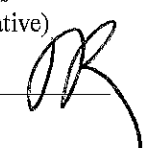
### Section C.      **Fiscal Impact**

**Note:** Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

- a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
- b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)\*

#### **1. Projected Expenditures:**

- a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
- b. Indicate:      "A" if current budget and level of staffing will absorb the costs  
                      "N" if new, additional, or increased budget or staffing will be required
- c. Indicate:      "R" – if recurring annual costs  
                      "NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
- d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns
- e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Finance Director: 

X   Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected

Personnel*	\$ _____	_____	_____	\$ _____	_____	_____	_____
Fringe**	\$ _____	_____	_____	\$ _____	_____	_____	_____
Capital Outlay	\$ _____	_____	_____	\$ _____	_____	_____	_____
Land/ Building	\$ _____	_____	_____	\$ _____	_____	_____	_____
Professional Services	\$ _____	_____	_____	\$ _____	_____	_____	_____
All Other Operating Costs	\$ _____	_____	_____	\$ _____	_____	_____	_____
Total:	\$ _____			\$ _____			

\* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. \*\*For fringe benefits contact the Finance Dept.

## 2. Revenue Sources:

- To indicate new revenues and/or
- Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY _____	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected

_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
Total:	\$ _____		\$ _____		

### 3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

The resolution will have the effect of formally designating the remaining funds from the last of the ¼% GRT tax after it is used for public transport needs. Currently this revenue (approximately \$1.2 million) goes to the General Fund, which in turn funds Libraries, Parks, and public trails maintenance. As an equal amount of funding for parks and trails maintenance goes away when the proceeds from the 2014 GRT bonds are used up next spring, this designation will help keep this important activity a priority when scarce resources come to be rationed in the next budget cycle.

---

### Section D. General Narrative

**1. Conflicts:** Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

Amends current code that specifies how a portion of the municipal gross receipts tax is dedicated.

### 2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

Status Quo.

### 3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None.

### 4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

This bill would move a small portion of funds from general municipal operations to recreational facilities and bike/pedestrian pathways. This would allow continued development and maintenance of the City's recreational amenities that make it a haven for outdoor enthusiasts.



# **Discussion Items**

## **Nighttime Economy Taskforce of Santa Fe**

### **Geographic Areas of Focus for Nightlife**

*Downtown:* This is where people can go for a more of a big-city experience with easy, walkable access to restaurants, dance clubs, food trucks, and cocktail lounges.

*Railyard:* This is a nascent hotspot for under-21 activity with the Violet Crown movie theater, the DeVargas skate park, Warehouse 21, and the upcoming relocation of the New Mexico School for The Arts.

*Siler District:* This is an up-and-coming performing arts district, home to a healthy distribution of small-scale, informal and DIY rehearsal and performance spaces for both music and theater, and known as the only place in town that you can “make noise.”

*Southside and San Isidro Plaza:* This is a “locals night out” destination for singles, couples, and families across the city with the draw of the Regal 14 Cinema supporting a concentration of affordable restaurants.

### **Recommendations**

#### **Short Term:**

1. Make improvements to calendar and nightlife page on [santafe.org](http://santafe.org).
  - a. Upgrade and maintain the nightlife page to convey information that accurately and concretely reflects our city’s options for nightlife entertainment and recreation.
  - b. Increased emphasis on calendar functionality and user experience.
    - i. Ensure a proactive process in place to seek out and list local events on the calendar. Follow through and consistency is critical for this function.
    - ii. Clean up recurring events that take up page real estate
    - iii. Implement visual navigation methodology that features large and significant events more prominently at the top of page, based on a pre-determined set of objective criteria (size of event, quantity of programming, etc). For example, the Santa Fe Independent Film Festival would be larger and more prominently featured than a daily walking tour.
    - iv. Create a more user-friendly submission process for calendar and other pages.

(Area of focus: Citywide. Key Departments: Tourism)

2. Build and maintain public information kiosks on city property.
  - a. Kiosks should showcase arts, culture and entertainment events that are both free and ticketed.

- b. Should be piloted on city property in four locations: the Plaza, the Railyard, De Vargas Park and SWAN Park.
  - c. Should be designed and constructed in collaboration with Santa Fe Arts Commission's Art in Public Places Committee.
  - d. Event posters and flyers that adhere to the kiosk criteria of being for arts, culture, and entertainment would be submitted to a dropbox. A city intern or volunteer committee would be responsible for posting this promotional material.
  - e. In the future, consider digital kiosk options.

(Area of focus: Citywide. Key Departments: Tourism, Arts Commission)
- 3. Dedicate modest funding to nighttime economic development.
  - a. Encourage the Economic Development Division to make the nighttime economy funding that was piloted in 2014 available annually on a recurring basis.
  - b. Put out an RFP for an annual live concert series or family-friendly evening events at SWAN Park or other Southside location.

(Area of focus: Citywide, Southside. Key Departments: Economic Development)
- 4. Request that Arts Commission and OTAB open RFP submission to all entities with good ideas – not just nonprofits.
 

(Area of focus: Citywide. Key Departments: Tourism, Arts Commission)
- 5. Currently, most event venues located within 300 feet of a church or school must go before the governing body every time they wish to obtain a special dispensary permit. This forces the event planners to repeat the process of obtaining written permission from the church and/or school over and over again. Streamline and simplify (less red tape) the process to obtain special dispensary and/or public celebration permit within 300 feet of a church or school by encouraging venues that plan to host more than one event in a calendar year to apply for a permanent waiver.
 

(Area of focus: Citywide. Key Departments: Tourism, Arts Commission)
- 6. Continue the existing program allowing food trucks on the plaza periphery, and consider expanding the number of available parking spots to include spaces along Galisteo Street near its intersection with San Francisco Street between the hours of 9 p.m. and 2:30 a.m.
- 7. Continue with plans for a high-quality and distinct New Year's Eve celebration on the Plaza that appeals to a range of age groups.
 

(Area of focus: Downtown. Key Departments: Economic Development, Public Works)
- 8. Increase outdoor nighttime lighting in the downtown area, focusing on Burro Alley, San Francisco Street between Burro Alley and The Plaza, and Galisteo Street between Water and San Francisco.
 

(Area of focus: Downtown. Key Departments: Public Works, Fire, Land Use)

9. Increase the frequency of trash pickup services in the downtown area to include Saturday and Sunday morning pickup / cleanup of sidewalks.  
(Area of focus: Downtown. Key Departments: Public Works, Solid Waste Division)
10. Create and manage a parking policy that allows people who choose to leave their cars downtown to avoid parking violations until 11 a.m. on Saturday mornings. Consider the following options:
  - a. Create a parking pass that could be purchased via a kiosk or through downtown businesses
  - b. Create a parking pass that could be obtained for free via downtown businesses but whose face value would be subsidized through a partnership with the County DWI program
  - c. Encourage use of the parking garages at night by providing entry at least until midnight and allowing cars to stay until 11 a.m.  
(Area of focus: Downtown. Key Departments: Public Works, Solid Waste Division)

**Long Term:**

11. Currently, performing arts spaces who wish to serve beer and wine to their patrons have no option but to purchase or lease a quota liquor license at a price tag that adds roughly \$3,000 to their monthly overhead. Most of these spaces will serve nowhere near \$3,000 worth of drinks per month, making these ventures doomed to fail. The task force recommends that the governing body support existing, grassroots efforts at the state level to expand the availability of beer and wine licenses by allowing ticket sales from arts and culture events to count towards the revenue requirement (i.e., the 50% of revenue that, for restaurants with a beer and wine license, must come from food sales).  
(Area of focus: Citywide. Key Departments: Governing Body, City Lobbyist)
12. Develop a strategic plan for Tourism Santa Fe that includes community input and uses for Occupancy Tax Advisory Board (OTAB) funding. The strategic plan should consider the following suggestions:
  - a. Expand the focus of OTAB funding to support not only large, recurring annual events, but also promoters of year-round arts and culture events on the basis that these events do draw their own tourists from nearby markets as well as enrich the itineraries of tourists already in town.
  - b. Allow a portion of the fees that an applicant pays to nationally recognized artists to count as marketing costs on the basis of the services these artists provide in marketing the venue and the city (which typically includes garnering coverage in national publications both in print and online as well as the artist's own promotion via social media, email, and fan club announcements).
  - c. Improve access to the OTAB application and support information by creating a dedicated page on the city's website, similar to the Arts Commission's page, that describes the funding process, announces key deadlines and meetings, and lists the previous year's recipients.

- d. Allow funding to support any event that is relevant to and attended by tourists regardless of whether or not the tourist stays in a hotel room, whether or not it is in the off season, whether or not the tourist is within a certain age group, and whether or not it aligns with the city's overall marketing efforts.

(Area of focus: Citywide. Key Departments: Tourism)

- 13. Re-allow the sale of alcoholic beverages in public parks during special events by licensed vendors. In cases where a fenced area for special event alcohol sales would be created within 150 feet of the street-level entrance of an existing establishment with a license to serve alcoholic beverages, require that the existing establishment be given first right of refusal to serve as the vendor for the event. (Area of focus: Citywide. Key Departments: Governing Body, Parks and Recreation, Police)

- 14. Ensure that any future planning for the Siler Road corridor preserves the ability of area musicians to exceed the noise levels typically allowed in residential areas.

(Area of focus: Siler. Key Departments: Land Use)

- 15. Conduct study and cost analysis of two late-night transportation "shuttle" options that represent a hybrid between the model of routed service and the model of on-demand service. Consider piloting one or both of these shuttles for an entire summer to build demand over time.

- a. A shuttle to bring people from the bars downtown to their homes from 11 p.m. to 3 a.m. on Friday and Saturday nights, departing from the intersection of Galisteo and San Francisco once an hour.
- b. An on-demand campus shuttle that is available on weekend nights to bring students from their campuses at SFUAD and St. John's College to the Railyard area, to San Isidro Plaza, to events, or to other places that they want to go. As part of the study, survey students at each educational institution to determine what their transportation needs are.

(Area of focus: Downtown, Railyard, Southside, Citywide. Key Departments: Transit Division, MPO)

- 16. Explore seasonal street closures as a mechanism to increase the pedestrian friendliness of the intersection of Galisteo and San Francisco streets.

(Area of focus: Downtown. Key Departments: Police, Public Works, Parking)