



Agenda DATE 1/30/14 TIME 2:44pm

PREPARED BY Jessica Sandoval

APPROVED BY [Signature]

ECONOMIC DEVELOPMENT REVIEW SUB-COMMITTEE

Monday, February 3, 2014

10:00 am

Box Car Room

500 Market Street, Suite 200

I. PROCEDURES

- A. Roll Call
- B. Approval of minutes – October 31, 2013
- C. Approval of Agenda

II. UNFINISHED BUSINESS (none)

III. NEW BUSINESS

- A. A RESOLUTION RELATING TO CONSTRUCTION APPRENTICESHIP PROGRAMS; ESTABLISHING AN APPRENTICESHIP DEVELOPMENT TASK FORCE TO CREATE AN APPRENTICESHIP DEVELOPMENT PLAN FOR THE CITY OF SANTA FE THAT WILL BENEFIT SANTA FE COUNTY RESIDENTS AND THE SANTA FE CONSTRUCTION INDUSTRY. (Councilor Wurzburger and Bushee) (Kate Noble)
- B. Arts + Creativity Center Project (Kate Noble)
 - i. A RESOLUTION DIRECTING STAFF TO WORK TO SUPPORT DEVELOPMENT OF THE SANTA FE "ARTS + CREATIVITY CENTER" AS AN ECONOMIC DEVELOPMENT PROJECT TO PROVIDE AFFORDABLE LIVE, WORK, CREATION, PERFORMANCE, SALES SPACE FOR ARTISTS AND CREATIVE BUSINESSES IN SANTA FE AND TO STRENGTHEN SANTA FE'S ECONOMY. (Councilors Wurzburger, Rivera, Ives, Mayor Coss and Councilor Calvert)
 - ii. Professional Services Agreement with Creative Santa Fe for implementation of the Arts + Creativity Center Project (Kate Noble)
- C. A RESOLUTION DIRECTING STAFF TO CREATE AND ESTABLISH AN ANNUAL AWARD TO RECOGNIZE AND HONOR THE ACCOMPLISHMENTS AND CONTRIBUTIONS OF AN OUTSTANDING WOMAN-OWNED BUSINESS LOCATED IN SANTA FE. (Councilors Wurzburger and Bushee) (Kate Noble)
- D. Approval of Letter for AgeNation (Kate Noble)
- E. CIP High Speed Internet Project (Sean Moody)
 - i. Request for approval of Telecommunications Services Agreement - Cyber Mesa Computer Systems Inc.
 - ii. Request for approval of Memorandum of Understanding – State of New Mexico Department of Information Technology

F. A RESOLUTION SUPPORTING THE CONTINUATION OF THE COMMUNITY DEVELOPMENT PROCESS TO REVITALIZE CENTRAL SANTA FE AND OUTLINING THE NEXT STEPS OF THE REMIKE PROJECT. (Councilor Wurzburger) (Kate Noble)

G. A RESOLUTION SUPPORTING EFFORTS TO RETAIN YOUNGER TALENT AND INVIGORATE SANTA FE'S NIGHTTIME ECONOMY AND CREATING A TASK FORCE TO MAKE ACTION RECOMMENDATIONS TO THE GOVERNING BODY. (Councilor Wurzburger) (Kate Noble)

IV. INFORMATIONAL ITEMS

A. Professional Services Agreement with the Regional Development Corporation for granting and support services for a contribution to the Venture Acceleration Fund for Santa Fe companies (Kate Noble)

V. ITEMS FROM THE COMMITTEE

VI. ITEMS FROM STAFF

VII. NEXT MEETING DATE - **Meet as needed**

VIII. ADJOURN

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

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ECONOMIC DEVELOPMENT REVIEW
SUBCOMMITTEE MEETING
February 3, 2014

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MINUTES OF THE
CITY OF SANTA FE
ECONOMIC DEVELOPMENT REVIEW SUBCOMMITTEE
MEETING

February 3, 2014

I. PROCEDURES

A meeting of the City of Santa Fe Economic Development Review Subcommittee was called to order by Simon Brackley, Chair on this date at 10:05 a.m. in the Box Car Room, 500 Market Street, Suite 200, Santa Fe, New Mexico.

A. ROLL CALL

Roll Call indicated the presence of a quorum for conducting official business; as follows:

MEMBERS PRESENT:

Simon Brackley, Chair
Alan Austin
Kathy Keith

STAFF PRESENT:

Ross Chaney, City Economic Development Division
Kate Noble, Acting Director, Housing and Economic Development Division
Sean Moody, Project Administrator, City Economic Development Division

OTHERS PRESENT:

Daniel Chacon, *New Mexican* reporter
Jo Ann G. Valdez, Stenographer

NOTE: All items in the Subcommittee packets for all agenda items are incorporated herewith by reference as Exhibit "A". The original packet is on file at the City Clerk's Office.

B. APPROVAL OF MINUTES: October 31, 2013

Ms. Keith moved to approve the Minutes of the October 31, 2013 meeting. Mr. Brackley seconded the motion. The motion passed unanimously by voice vote.

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C. APPROVAL OF AGENDA

Mr. Austin moved to approve the agenda as published. Ms. Keith seconded the motion. The motion passed unanimously by voice vote.

II. UNFINISHED BUSINESS

There was no unfinished business.

III. NEW BUSINESS

A. A RESOLUTION RELATING TO CONSTRUCTION APPRENTICESHIP PROGRAMS; ESTABLISHING AN APPRENTICESHIP DEVELOPMENT TASK FORCE TO CREATE AN APPRENTICESHIP DEVELOPMENT PLAN FOR THE CITY OF SANTA FE THAT WILL BENEFIT SANTA FE COUNTY RESIDENTS AND THE SANTA FE CONSTRUCTION INDUSTRY

Mr. Brackley said he looked over this over the weekend and his feeling is that the City of Santa Fe is not an educational institution but the Santa Fe Community College is, and it is the primary workforce development institution in our community. He feels that this issue should be spearheaded and led by the Santa Fe Community College and their input into current apprenticeship programs and capacity to add existing programs and coordination with others, like the Santa Fe Area Homebuilders Association and other groups, are absolutely critical to this.

Mr. Brackley said he would hate to see the City embark on efforts that are already happening at the Community College. He recommended that the first step would be to get a report from the Community College and that might come from the Acting President of the Community College who is very familiar with apprenticeships, trades, construction, alternative energy and the green programs that have been initiated and supported by the City, the Chamber of Commerce and this Committee in the past. He recommended that the Community College report this to this Committee or the Business and Quality of Life Committee and then move forward from there.

Mr. Austin asked what the genesis was for this idea.

Ms. Noble said this actually came out of all of the discussion around the Community Workforce Agreements and an important part of the Agreements was to ask the unions to do workforce training for the construction trades in particular.

Mr. Austin said it makes sense to him that the parties named under *Membership* would want to collaborate to figure out what is happening and what isn't, and the Community College would be part of that effort. He asked Ms. Keith if the Community College is already working with the other entities.

Ms. Keith said the Community College has reached out to the unions and they have construction trade programs that they just set up in Albuquerque, in joining forces to bring some of those programs here. She said especially as we have a demand for unionized workforce, there needs to be some place for people locally to obtain training, making sure that there is a union-certified curriculum and instructor, and they can use the Community College facilities for that.

Mr. Austin asked if the idea or notion behind this is that there are not enough people trained to be apprenticeships at this point.

Mr. Brackley said the more this Committee can do to train Santa Feans to be ready to take the jobs that we are creating, the better.

Mr. Brackley asked if the Committee is comfortable in forming a task force before they get the report from the Community College.

Mr. Austin said it seems like a consortium of these entities would want to report.

Mr. Austin moved to approve the resolution relating to construction apprenticeship programs with a strong recommendation that the Santa Fe Community College take the lead in terms of reviewing existing capacity (of programs and people), the forecasting and the demand. Ms. Keith seconded the motion. The motion passed unanimously by voice vote.

B. ARTS + CREATIVITY CENTER PROJECT

- i. A RESOLUTION DIRECTING STAFF TO WORK TO SUPPORT DEVELOPMENT OF THE SANTA FE “ARTS + CREATIVITY CENTER” AS AN ECONOMIC DEVELOPMENT PROJECT TO PROVIDE AFFORDABLE LIVE, WORK, CREATION, PERFORMANCE, SALES SPACE FOR ARTISTS AND CREATIVE BUSINESSES IN SANTA FE AND TO STRENGTHEN SANTA FE’S ECONOMY**

Mr. Brackley said this is the next step of the Creative Santa Fe Program. He asked Ms. Noble to give the Committee a little background on this.

Ms. Noble said sure, as the Memo outlines this has been part of discussions in economic development circles for at least a decade – the idea of an affordable co-located live/work space for artists/creative professionals. Creative Santa Fe has recently re-invigorated the discussion through their partnership with the national non-profit Artspace.

Ms. Noble mentioned that Artspace did a market survey in 2013 and the City of Santa Fe’s Economic Development Division sponsored the survey for \$5,000. She said Artspace has managed dozens of these development projects and believe they have approximately 30 projects throughout the country. The results of the survey included 623

total responses that were recently presented to the community and 49% of the individual respondents earn incomes at or below the area median income. According to Artspace, the survey results indicate that Santa Fe could support a development of as many as 85 new, affordable live-work units.

Ms. Noble noted that Artspace brings a wealth of experience in tax credit projects which target creative professionals and include affordable live, work, studio, performance, retail and other types of space.

Creative Santa Fe, in partnership with Artspace, is ready to move to the next stage of development which includes site selection and site control. The accompanying resolution directs staff to support the project and allocates \$50,000 to this next phase of development. As part of the contract, Creative Santa Fe will raise \$100,000 in matching funds, thus leveraging the City's investment at a 2:1 ratio. Staff has drafted the contract to move in conjunction with the resolution.

Mr. Brackley said the City has already invested \$5,000 in the survey.

Ms. Noble said there was an initial investment of either \$3,000 or \$3,500 for the first phase of the project.

Mr. Austin asked where the \$50,000 would come from.

Ms. Noble said the plan at this stage is to have \$25,000 from the Office of Affordable Housing and \$25,000 from Economic Development, depending on the availability of funds.

Mr. Austin asked if there is an obligation in the contract that they raise \$100,000 before the City will fund the \$50,000.

Ms. Noble referred to page 3 of the contract under *Compensation* that states: *The City shall pay the Contractor twenty-five thousand (\$25,000), inclusive of gross receipts taxes upon completion of items A and B listed in the Scope of Work above including fundraising commitments of at least fifty-thousand (\$50,000) in matching funds.*

Mr. Austin said in earlier discussions, there was discussion that there was not a building in Santa Fe to remodel or fix up for these purposes. He asked if any have been found since.

Ms. Noble said there have been discussions about whether or not 100 N. Guadalupe would be the best building for this but it is about the right size. There are also some things about the location, such as the fact that this is an expensive location.

Mr. Brackley asked if the City can donate land at the Railyard.

Mr. Moody said possibly, the Railyard does own the land.

Ms. Noble said they have looked at the Captain Marble building and it is also expensive and if there can be some adjustments to the rent, etc.

Ms. Keith said there have also been some discussions about whether or not St. Katherine's School would be a possibility but it is tied up in litigation.

Mr. Brackley asked if the \$50,000 would come out of this year's budget.

Ms. Noble said yes.

Mr. Brackley asked if the money is available, and is it going to take from something else. Ms. Noble said yes, it is available.

Ms. Keith moved to approve the resolution to move forward to the Business and Quality of Life Committee. Mr. Austin seconded the motion. The motion passed unanimously by voice vote.

- i. Professional Services Agreement with Creative Santa Fe for implementation of the Arts + Creativity Center Project**

Mr. Austin moved to approve the Professional Services Agreement with Creative Santa Fe for implementation of the Arts + Creativity Center Project. Ms. Keith seconded the motion. The motion passed unanimously by voice vote.

B. A RESOLUTION DIRECTING STAFF TO CREATE AND ESTABLISH AN ANNUAL AWARD TO RECOGNIZE AND HONOR THE ACCOMPLISHMENTS AND CONTRIBUTIONS OF AN OUTSTANDING WOMAN-OWNED BUSINESS LOCATED IN SANTA FE

Mr. Brackley said he read this and immediately thought of the Business Professional Women of Santa Fe, a long-standing and respected organization that does a number of different recognition programs, including Professional Woman of the Year; Careerist of the Year and a Business Woman of the Year award. He expressed concerns about this duplicating a program that is working successfully through a separate non-profit. He said they may also have trouble getting nominations and may dilute the impact of the existing recognitions.

Mr. Austin asked if this would be a City award, and what award does the City give now in this category.

Ms. Noble said yes.

Mr. Brackley said the "Small Business of the Year" award, and the City partners

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with the Chamber of Commerce in the “Family Friendly Business of the Year” award.

Mr. Austin thinks there would be a bigger “universe” of businesses you could consider.

The Committee discussed ways that women could be nominated for the award. Ms. Noble said the nominations worked best when interns used to go out and interview and call the businesses-people actually “on the ground” recruiting individuals/people for the awards. She said perhaps there could be a team of three interns that would be given instructions for categories and nominees.

Mr. Brackley asked what the definition of a “woman-owned” business is. He asked what if it is a different structure, like a married couple.

Mr. Austin said the selection criteria are listed on page 2 of the resolution. It states: *“The selection criteria for the Santa Fe Woman-Owned Business of the Year Award shall be in conjunction with the Small Business of the Year and Family Friendly Business of the Year and include, without limitation, the following:*

- *The business is located within the county of Santa Fe;*
- *At least 51% of the business is owned by a woman; etc.*

Ms. Keith said Mr. Brackley makes a really good point and she would like to advance the resolution with a strong recommendation that they coordinate with the Business Professional Woman organization to see if they can find the same collaboration that they have with the Chamber of Commerce.

Ms. Keith moved to approve the resolution directing staff to create and establish an annual award to recognize and honor the accomplishments and contributions of an outstanding woman-owned business located in Santa Fe, with a strong recommendation that they coordinate with the Business Professional Woman organization to see if they can find the same collaboration that they have with the Chamber of Commerce. Mr. Austin seconded the motion. The motion passed unanimously by voice vote.

C. Approval of Letter for AgeNation

Ms. Noble said the Mayor asked that this Committee consider this before he signed the letter.

AgeNation is requesting economic development funding via the City of Santa Fe application process to build the “AgeNation Life Learning Center”. The Center is going to be located within the City of Santa Fe and will provide educational, cultural and community-based programs, classes and activities design to inform, inspire and engage Santa Fe residents and visitors who are in the second half of life. In addition, the Center

would also provide venue and classroom space for other public and private community related organizations that contribute to the “well being of the community and most especially to that segment of the population that currently comprised 62% of the total population”.

In the letter, the Mayor indicates that this letter to AgeNation is a non-binding letter of interest only designed to advance the AgeNation’s request for economic development funding via the Santa Fe application process, so that the City can receive and review a full proposal and more fully evaluate the merits of this project.

Ms. Noble said as she understands this, there is a new financial instrument being used for developments, wherein a city, as a co-signor to a loan, co-signs against its bonding capacity. She said if this project were to move forward it would need much closer scrutiny, as to how this would work.

Mr. Brackley asked if this would be a living space.

Ms. Noble said yes, it would be a housing development that would include studio space, performance space and community space; and would be for people on the second half of life. The idea is to respond to an aging demographic.

Ms. Noble said it would be privately-financed and therefore they need this letter to move to the next stage with the lender. She noted that the letter has been reviewed by legal and finance.

Mr. Austin moved to approve the Letter for AgeNation. Ms. Keith seconded the motion. The motion passed unanimously by voice vote.

E. CIP High Speed Internet Project

**i. Request for approval of Telecommunications Services Agreement-
Cyber Mesa Computer Systems Inc.**

Mr. Brackley said the Committee is pretty familiar with the project, therefore, Mr. Moody can just provide an update.

Mr. Moody said at the last meeting, this Committee reviewed and approved the contract with Cyber Mesa, which at that point was \$132,000 and that was to operate the system only. Since then, they have completed the second agreement with the State of New Mexico. The attached Telecommunications Services Agreement and associated Memorandum of Understanding are to implement the CIP High Speed Internet Project. The “turn-key” agreement is for \$882,100 and replaces a previous draft which had been reviewed by several committees but not executed, which excluded construction services and equipment. The agreement currently proposed reimburses the vendor of the purchase of such services and equipment. The MOU provides for a mutual exchange between the City of Santa Fe and the State of New Mexico for the use of each other’s fiber optic

infrastructure. The exchange is referenced in the Telecommunications Services Agreement.

On November 30, 2011 the City Council approved a \$22 million gross receipts tax-financed CIP bond issue dedicating \$1 million to improve broadband speed, availability and pricing. To accomplish this goal, locally owned telephone and Internet provider Cyber Mesa Computer Systems Incorporated has been selected to design, procure and operate a fiber optic link between the central telephone exchange building and an existing commercial point of presence two miles away where long distance carriers are connected to the World Wide Web. Under the proposed agreement the vendor will design, procure and operate two miles of buried fiber optic cable, the co-location facility and all equipment necessary to provide comprehensive open-access wholesale telecommunications services to all qualified carriers and providers.

Mr. Austin moved to approve the Telecommunications Services Agreement with Cyber Mesa Computer Systems Inc. Ms. Keith seconded the motion. The motion passed unanimously by voice vote.

ii. Request for approval of Memorandum of Understanding – State of New Mexico Department of Information Technology

Ms. Keith moved to forward the Memorandum of Understanding with the State of New Mexico of Information Technology, with a positive recommendation, to the Business and Quality of Life Committee. Mr. Austin seconded the motion. The motion passed unanimously by voice vote.

F. A RESOLUTION SUPPORTING THE CONTINUATION OF THE COMMUNITY DEVELOPMENT PROCESS TO REVITALIZE CENTRAL SANTA FE AND OUTLINING THE NEXT STEPS OF THE REMIKE PROJECT

Ms. Noble referred to number 4 of the resolution that calls for a traffic study noting that they are scoping the costs of this, and estimates show that this is from \$25,000 to \$50,000.

Mr. Austin asked if the study will include all of St. Michael's Drive.

Ms. Noble said they have looked at St. Francis to Cerrillos and that's one of the factors. She said they still need to understand what they would use the traffic study for, and then draft the scope of work.

Mr. Austin asked where the Draft Overlay District stands.

Ms. Noble said the Draft Overlay District has moved a long way in internal discussions and the design guidelines were drafted by the Long Range Planning Division.

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She said three UNM students are currently working on their professional projects (thesis) with them and these should be completed this spring.

Mr. Brackley said relaxing the zoning requirements would be one of the most single things that would help stimulate the businesses in that area.

Ms. Keith moved to forward the resolution supporting the continuation of the community development process to revitalize central Santa Fe and outlining the next steps of the Remike Project to the Business and Quality of Life Committee with a recommendation of support. Mr. Austin seconded the motion with the disclosure that his company owns property in this area.

The motion passed unanimously by voice vote.

G. A RESOLUTION SUPPORTING EFFORTS TO RETAIN YOUNGER TALENT AND INVIGORATE SANTA FE'S NIGHTTIME ECONOMY AND CREATING A TASK FORCE TO MAKE ACTION RECOMMENDATIONS TO THE GOVERNING BODY

Mr. Brackley said the Committee could talk about this for a large amount of time because this is a complicated issue. Before the Committee is a resolution supporting efforts to retain younger talent and invigorate Santa Fe's nighttime economy, and a proposal to create a task force to make action recommendations to the Governing Body. He said there are a various groups working on this, some of which have been working on this for 3-4 years. He emphasized on not duplicating the existing efforts.

Ms. Keith thinks this should be "private-sector led" and the City should put a box around what they can do something about, and what the City cannot do something about. She questioned where it would be appropriate for the government to be involved or not to be involved. However, the City does have to do with the zoning and traffic issues.

Ms. Keith moved to forward the resolution (supporting efforts to retain younger talent and invigorate Santa Fe's nighttime economy and create a task force to make action recommendations to the Governing Body) to the Business and Quality of Life Committee. Mr. Austin seconded the motion. The motion passed unanimously by voice vote.

IV. INFORMATIONAL ITEMS

A. Professional Services Agreement with the Regional Development Corporation for granting and supporting services for a contribution to the Venture Acceleration Fund for Santa Fe Companies

Ms. Keith disclosed that she is the Executive Director of the Regional Development Corporation and they manage the Northern New Mexico Venture Accelerator Fund, which

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Meeting: February 3, 2014

was primarily started by Los Alamos National Laboratory, but communities around northern New Mexico have started to contribute towards the fund as well. This is a revolving fund that basically provides funding for regional start-up businesses to develop a product or service. The administrative costs of the Fund are totally covered by Los Alamos National Laboratory as a contribution to economic development in the region. Ms. Keith said this basically talks about putting more money in the Fund so they can have more money to distribute to entrepreneurs.

The City Economic Development Division has identified the need for start-up funding as a critical gap in the business development landscape. The Venture Acceleration Fund is one of the only business development tools which assists in this area; particularly for businesses which are not candidates for traditional venture capital investment.

Mr. Chaney noted that there is a cover letter that describes in a little more detail the companies that have been funded. To date, 39 innovative companies have been awarded up to \$100,000 each, in order to support business development needs such as proof-of-concept, prototyping, product engineering, customer acquisition, and market validation.

Mr. Austin asked if this is for a year.

Mr. Chaney said for this coming spring.

Mr. Austin asked why this is an informational item.

Ms. Noble said because it is a \$30,000 Professional Services Agreement and they don't need approval for that level of contract. However, they wanted the Committee to know about it.

Mr. Austin thinks this is a good idea and a good use of the City's money.

Mr. Brackley said this seems to be working pretty well and we should continue to move it forward.

V. ITEMS FROM THE COMMITTEE

Today was Allan Austin's last meeting. Mr. Brackley thanked Mr. Austin for his service to the Committee. He said he appreciated Mr. Austin's wisdom and experience.

VI. ITEMS FROM STAFF

There were no items from staff.

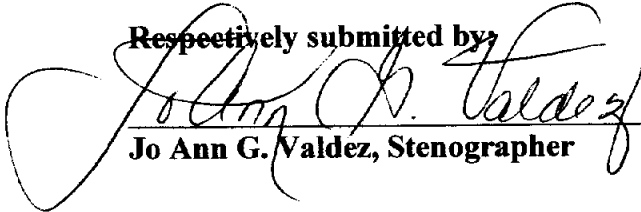
VII. NEXT MEETING DATE: Meet as needed

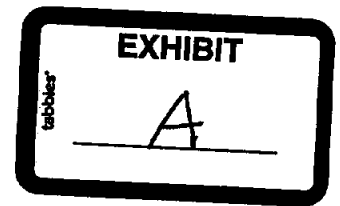
VIII. ADJOURNMENT

There being no further business to come before the Economic Development Review Subcommittee, the meeting was adjourned at 11:30 a.m.


Simon Brackley, Chair

Respectively submitted by:


Jo Ann G. Valdez, Stenographer



Economic Development Review Sub-Committee Meeting

February 3, 2014



Agenda

CITY CLERK'S OFFICE

DATE 1/30/14 TIME 2:44pm

PREPARED BY Jessica Sandoval

APPROVED BY [Signature]

ECONOMIC DEVELOPMENT REVIEW SUB-COMMITTEE

Monday, February 3, 2014

10:00 am

Box Car Room

500 Market Street, Suite 200

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VII. NEXT MEETING DATE - **Meet as needed**

VIII. ADJOURN

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

Minutes

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Call to Order and Roll Call	<p>The meeting was called to order at 3:45 pm by Mr. Simon Brackley, Chair. The roll call list reflects that the Economic Development Review Subcommittee did not have a quorum.</p> <p>The City Attorney explained that under the Open Meetings Act this sub-committee cannot take any action without a quorum but the sub-committee can have discussion and make recommendations. Discussion of the agenda items is allowed with a recommendation.</p>	
Approval of Agenda	No staff changes to the Agenda.	3
Approval of Minutes	No Minutes	3
Reports	None	3
Unfinished Business	None	3
New Business		3-6
REQUEST FOR APPROVAL OF AN ORDINANCE RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11 SFCC 1987; AMENDING ORDINANCE NO. 2013-2 FOR THE PURPOSE OF APPROVING AND ADOPTING A SECOND AMENDED LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND	<p>Ms. Keith recommended that the Economic Development Review Subcommittee direct staff to pass this on to EQL with a favorable recommendation. The Chair was in agreement.</p>	

Economic Development Review Subcommittee Meeting INDEX

RODEO PROPERTY, INC. FOR AN INDOOR MULTIPURPOSE FACILITY, A LOCAL ECONOMIC DEVELOPMENT PROJECT. (Mayor Coss) (Fabian Trujillo)		
Informational Items	None	6
Items from the Committee	None	6
Items from Staff	None	6
Next Meeting Date	As needed	6
Adjournment	Adjourned at 4:45 pm	6

CITY OF SANTA FE

ECONOMIC DEVELOPMENT REVIEW SUBCOMMITTEE MEETING

MINUTES


Fran Lucero, Stenographer

10/31/2013

ECONOMIC DEVELOPMENT REVIEW SUB-COMMITTEE

Thursday, October 31, 2013

3:30 pm – 4:15 pm

Market Station

500 Market Street, Suite 200, Santa Fe, NM

MINUTES

I. PROCEDURES

The meeting was called to order at 3:45 pm by Mr. Simon Brackley, Chair. The roll call list reflects that the Economic Development Review Subcommittee did not have a quorum.

The City Attorney explained that under the Open Meetings Act this sub-committee cannot take any action without a quorum but the sub-committee can have discussion and make recommendations. Discussion of the agenda items is allowed with a recommendation.

The Chair announced that Mr. Fidel Gutierrez from this committee has sent in his letter of resignation. The Chair received a call from Los Alamos National Bank and they would like to provide another representative to sit on the Economic Development Review Sub-Committee. Mr. Trujillo recommended that Los Alamos National Bank send the name of their recommendation and they would discuss with the Mayor.

II. ROLL CALL

Present:

Simon Brackley, Chair

Kathy Keith

Not Present:

Stephen Guerin

Fidel Gutierrez

Stephanie Spong

Staff Present

Judy Amer, City Attorney

Fabian Trujillo, City of Santa Fe

Others Present

Vince Daniels, Rodeo Properties Inc.

John A. Padilla, SMPC Architects

Pilar Faulkner, Legislative and Governmental Liaison

David Copher, President, Rodeo Properties Inc.

Fran Lucero, Stenographer

III. APPROVAL OF MINUTES

None

IV. APPROVAL OF AGENDA

No changes from staff.

V. REPORTS

VI. UNFINISHED BUSINESS

None

VII. NEW BUSINESS

- A. REQUEST FOR APPROVAL OF AN ORDINANCE RELATING TO THE CITY OF SANTA FE ECONOMIC DEVELOPMENT PLAN ORDINANCE, ARTICLE 11-11 SFCC 1987; AMENDING ORDINANCE NO. 2013-2 FOR THE PURPOSE OF APPROVING AND ADOPTING A SECOND AMENDED LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND RODEO PROPERTY, INC. FOR AN INDOOR MULTIPURPOSE FACILITY, A LOCAL ECONOMIC DEVELOPMENT PROJECT. (Mayor Coss) (Fabian Trujillo)

Mr. Fabian Trujillo introduced the members of the Rodeo (reflected in Others Present).

Mr. Trujillo stated: We are here today to amend the Project Participation Agreement and the project ordinance for this project for the second time. We will be adopting and MOU with Santa Fe County because they have received additional money from the State Legislature and Santa Fe County. The amount of that is \$265,000 total, it is \$230,000 from the State and \$35,000 from the county. We will memorialize this or approve so they can utilize these funds. The City of Santa Fe serves as the Fiscal Agent for this project. Previously the Rodeo received \$200,000 — \$100,000 came from the City of Santa Fe, \$81,000 came from the State Legislature and \$19,000 came through Santa Fe County. That was for a feasibility study and that feasibility study has been completed. The monies that you are looking for today are going to be for some engineering documents to finish up the final design package and once that is taken care of they will move forward to seek funding for this project. Because of the States requirements and the City's local Economic Development pact we have to approve this Project Participation Agreement, Project Ordinance and the Memorandum of Understanding. Open for questions.

Mr. Dave Copher

We have been approved for \$231,000 and \$35,000 from Santa Fe County. We had the deliverables in the last package already; we are moving forward to do the same kind of signing with the next monies.

Judy Ahern, City Attorney

That is correct; each Project Participation Agreement has a formal security on their ventures or mortgage, something of that nature. This second amended PPA states that the goals of the first amended PPA were achieved on that mortgage. We will release that mortgage and enter in to another for the \$265,000. Point of reference; when working with Santa Fe County to enter in to the MOU on the \$35,000, it has not been executed yet, I am working with the lawyer at Santa Fe County and we have not received the \$230,000 grant agreement from the state. We will not be able to go to the Finance Committee, Public Works or City Council until that grant is received.

We need to get the grant agreement, we need to get the MOU executed and we need to go to Public Works, Finance and to City Council for a request to publish then it will go to public hearing. Estimated time is about 90 days. Due to the limited scheduling of city council and finance meeting in December the date for approval could be February, 2014.

Pilar Faulkner

Commented that she will be going to the New Mexico Legislature to ask for funding to finish design. She informed the committee that they have done more than a feasibility study, they have done traffic engineering.

John Padilla

Discussed the feasibility study which included very heavy preliminary design. It included a traffic impact analysis. (Handout) Exhibit A – Mr. Padilla provided a description from Exhibit A noting that they have used this information for public meetings they have had. Public meetings have been very well received with the Home Owner Associations and neighbors directly adjacent to the facility. There has been discussion regarding how to mitigate sound, how to handle the odor and dust. The proposed seating is for 5,000, the current seating is 4, 000 at the current facility. It showed a concession area and club seating area. There is also a banquet and Rodeo Hall of Fame. The intent is to use that for events such as receptions, quincieneras and other types of events. There is a full kitchen attached to that facility. This information has been used for our public meetings; they have been well received. One of the public meetings was held at the Rodeo Baptist Church, it was about a 2-hour conversation, it was good dialogue of what we are proposing. We spoke about how we will handle anything from arrival and departure of not only attendees but our Rodeo events or any other events. Right now their experience is open air arena and noise. We were able to express to them how we will mitigate sound, noise and odor pollution and dust which is a big area. In the site plan there is a grey area that shows the hard surface asphalt paving. The overflow parking would be a pervious type paving which allows for the regenerating of the aquifer and it mitigates the issue of

dust. We are not in any preliminary plan with the city. We are not in any preliminary plan development or submittal to the city; we want to be proactive. There have been a total of 4 meetings with the neighborhood and their main concern is traffic. Rodeo Properties has been very proactive on how they will control the traffic for these events. The other thing we have done and the city has spoken in favor of is that the Fire Department will be allowed to come through this improved road to the light directly. Every minute you can improve response time saves a life. Left turn lane on to Rodeo Rd. east will be extended. With traffic coming west, that will be a controlled entry in to the parking lot and we will create a decal lane to allow people to come in and park at the facility.

Vince Daniels

Parking has also been discussed using a shuttle for the Genoveva Center. Mr. Daniels is also talking to the Railrunner regarding the shuttle options. Parking issues are also being addressed so when people are attending the events that they don't park in the neighborhoods.

John Padilla

This will take the Rodeo to Santa Fe to a new level of professionalism as far as controlling traffic in and out, working with the Santa Fe Police Department to make sure there is proper direction.

The Chair asked what the maximum amount of events they would anticipate during the year.

Pilar Faulkner

Two major events is what we are targeting, we really only need to do one to sustain the project. Two would be profit bearing.

John Padilla

We would do smaller events; it is for home time use. The typical count is 3 persons per car per trip. This will become a facility for the community to enjoy events and to introduce new venues. We also want to stress that this will be a disaster relief facility. It is important to emphasize that this will shelter in place our community members as well as other community members in the event of a disaster. This will become a center that we do not have in Northern New Mexico.

The Chair emphasized that there is a great need for a facility that can assist during a disaster.

The City Attorney asked:

1. Are you going to have your own electricity, back-up power?

Mr. Copher said that they are working with the local disaster relief people and Homeland Securities to know what the needs are.

Mr. Padilla said there are ways to address back up energy and all of those specifics will be presented. We will continue to talk to FEMA and Homeland Security.

The Chair reiterated that he wants to assure traffic concerns are reviewed and considered seriously.

Mr. Daniels said that two years ago they stopped charging people \$5 and that eliminated people from parking in the neighborhood.

Mr. Padilla distributed the FAQ Sheet – This is being used in their public meetings and they always refer them back to Rodeo Properties. Many of the questions asked by the Chair are included in the FAQ.

Kathy Keith:

1) I sat through a presentation at SFCC from representatives – Santa Fe County where they discussed traffic on Richards. Have you been involved in those discussions? It was noted that Rodeo Properties has not been contacted.

2) When we talk about getting waste, SFCC has a bio-waste facility and they would be interested in talking to Rodeo Properties.

There is no fiscal impact on the decision that is made today. It is basically restructuring and to add the state money.

Ms. Keith recommended that the Economic Development Review Sub-committee direct staff to pass this on to EQL with a favorable recommendation. The Chair was in agreement.

VIII. INFORMATIONAL ITEMS

IX. ITEMS FROM THE COMMITTEE

X. ITEMS FROM STAFF

XI. NEXT MEETING DATE - Meet as needed

XII. ADJOURN

There being no further business to come before the Economic Development Review sub-committee, the meeting was adjourned at 4:15 pm.

Signature Page:

Mr. Simon Brackley, Chair



Fran Lucero, Stenographer

New Business

**CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT**

FOR FIBER OPTIC, TELECOMMUNICATIONS SERVICES NETWORK

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico (the "City") and Cyber Mesa Computer Systems Incorporated (the "Contractor" and, together with the City, the "Parties"). The date of this Agreement shall be the date on which it is executed by the City and the Contractor, whichever occurs last.

RECITALS

- A. Whereas, the City Council adopted Resolution 2011-67 authorizing a gross receipts tax revenue bond issue in the amount of Twenty-Two Million Dollars (\$22,000,000), of which One Million Dollars (\$1,000,000) was allocated for broadband infrastructure projects that includes the fiber optic network project described below; and
- B. Whereas, the City desires to develop and install infrastructure for a fiber optic, telecommunications services network (the "Project"), (*CIP High Speed Internet Program Description*), Schedule 1 (*List of Capital Assets & Transferable Assets*) and Schedule 2 (*List of Described Services*) hereto and Schedule 3; and
- C. Whereas, in accordance with Section 18.1.7 of the City Purchasing Manual, this agreement is exempt from the RFP and other competitive procurement requirements as a telecommunications utility and therefore, the City has procured the Contractor to advise the City in the design and installation of the infrastructure for a fiber optic, telecommunications services network and perform the Described Services (as defined below).

NOW THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. SCOPE OF SERVICES; OWNERSHIP

A. The Contractor shall:

- (1) Within six (6) months after the Effective Date (as defined below), design, procure and install telecommunications facilities to be owned by the City or its qualified transferee, as provided herein, including those listed under the headings "Capital Assets" (the "Capital Assets"), which, together with the "Transferable Assets" (the "Transferable Assets"), shall be necessary and sufficient to deliver the Described Services, and
- (2) operate and maintain the Capital Assets and Transferable Assets and provide wholesale telecommunications services (the "Described Services") which,

together with the Capital Assets and Transferable Assets, constitute the Project) to any qualified telecommunications provider or carrier being served by the Project.

- B. With prior written approval of the City, the Contractor shall enter into agreements with other entities, and subcontractors, on terms and conditions mutually acceptable to the Parties, for Capital Assets Work, related work and related services.
- (1) The Contractor shall ensure the following conditions occur, prior to commencement of work by any subcontractor with respect to any Capital Assets Work: (a) the architect, engineer, contract, subcontractors, plans, specifications and budget for the work shall have been approved by City, (b) the City shall be provided with acceptable performance and payment bonds from the prime contractor for construction contracts over fifty thousand dollars (\$50,000) which insure satisfactory completion of and payment for the work, are in an amount and form and have a surety acceptable to City, and name City as additional payee, and (c) to the extent permitted by applicable Laws, appropriate waivers of mechanics' and materialmen's liens shall have been obtained and/or filed.
 - (2) The Contractor shall certify, at the time of any request for disbursement, that no default exists and no mechanics' or materialmen's liens have been filed against any of the Capital Assets Work and remain undischarged.
 - (3) The Contractor agrees that disbursements shall be made from time to time but not more than once in any thirty (30) day period in an amount not exceeding the cost of the work completed since the last disbursement, (A) upon receipt of (i) satisfactory evidence, which may include architects' or engineers' certificates of the stage of completion, the estimated total cost of completion and performance of the work to date in a good and workmanlike manner in accordance with the contracts, plans and specifications, (ii) waivers of liens, (iii) contractors' and subcontractors' sworn statements as to completed work and the cost thereof for which payment is requested, (iv) other reasonable evidence of cost and payment so that City can verify that the amounts disbursed from time to time are represented by work that is completed, in place and free and clear of mechanics' and materialmen's lien claims and (B) upon completion of an inspection of the work by City or its representative, if requested by City.
 - (4) The Contractor agrees that each request for disbursement shall be accompanied by a certificate of the Contractor and subcontractor, signed by an authorized signatory of the Contractor and subcontractor, describing the work for which payment is requested, stating the cost incurred in connection therewith and accompanied by invoices and other documentation of costs reasonably acceptable to the City, and stating that the Contractor and subcontractor has not previously received payment for such work.

- C. The Contractor represents and hereby affirms that the Project can be designed, installed, constructed, completed and become fully operational in an amount not to exceed Eight Hundred Eighty-Two Thousand One Hundred Dollars (\$882,100.00) including gross receipts tax.
- D. All Capital Assets procured and/or installed shall be and remain the sole property of the City unless and until transferred as provided herein."

2. STANDARD OF PERFORMANCE; LICENSES

- A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement; and to advise the City as to whether the Capital Assets and telecommunications infrastructure installations are sufficient to enable the provision of the Described Services.
- 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.
- C. The City hereby grants to the Contractor, for the term of this Agreement, a non-exclusive license to operate, maintain and use City of Santa Fe public rights-of-way to provide telecommunications services within the City of Santa Fe, in accordance with the terms and conditions of this Agreement and the Telecommunications in the Public Rights-of-Way Ordinance, Article 27-2 SFCC 1987 (as may be amended from time to time).
 - (1) The Parties agree and acknowledge that the consideration for granting this license has been paid by the Contractor to the City in the amount of Two Thousand Five Hundred Dollars (\$2,500.00); and
 - (2) at such time as the City deems appropriate after resolution of pending litigation with another potential telecommunications franchisee, the Parties shall negotiate in good faith to sign a franchise agreement (that will contain appropriate franchise fee provisions, providing a credit for the amount paid pursuant to Section 2.C(1)) in a form acceptable to the governing body of the City and in accordance with the Telecommunications in the Public Rights-of-Way Ordinance, Article 27-2 SFCC 1987 (as may be amended from time to time), to replace the non-exclusive license granted hereunder.

3. COMPENSATION AND REIMBURSEMENTS

- A. The City shall pay to the Contractor in partial payment for services rendered a sum not to exceed One Hundred Thirty-Two Thousand One Hundred Dollars (\$132,100.00), inclusive of applicable gross receipts taxes, as in Paragraph 3.D.(1) and (2). The sum total of compensation to be paid by the City under this Agreement shall not exceed Eight Hundred Eighty-Two Thousand One Hundred Dollars (\$882,100.00) including gross receipts tax. Payment shall be made for services

actually rendered and accepted by the City as specifically broken down in Paragraph 3D. herein.

- 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. Compensation shall be paid only for services actually performed.
- D. The City shall compensate and/or reimburse the Contractor as follows:
 - (1) Upon Execution. For the option granted to the City under Section 6.B, the City shall pay the Contractor a fee in the amount of Twenty-Two Thousand One Hundred Dollars (\$22,100.00) as consideration.
 - (2) Construction Phase. For services rendered during the design, procurement and installation of the telecommunications infrastructure, the City shall:
 - a. pay the Contractor an amount equal to One Hundred Ten Thousand Dollars (\$110,000.00) according to a schedule of values (based on the percentage of Capital Assets Work completed), as follows:
 - (i) Preconstruction project management services completed= \$ 35,000,
 - (ii) Utility infrastructure 50% completed= \$25,000,
 - (iii) Utility infrastructure 100% completed= \$25,000, and
 - (iv) Capital Assets Work completed and commissioned= \$25,000.
 - b. grant the Contractor the right to own two (2) buffer tubes of twelve (12) strands of fiber each (indicated by the columns marked "orange" and "yellow" in the attached Schedule 3) from that which will be installed as part of the Project; and
 - c. reimburse the Contractor for materials, equipment and payments to subcontractors and other parties relating to the Project, in accordance with the procedures set forth herein in Paragraph 3D. (4).
 - (3) Operating Phase. For services rendered as an operator of the Project during the operating phase, the City shall grant the Contractor the right to retain any revenue received by the Contractor from delivery and performance of the Described Services. The Contractor is obligated to perform the Described Services under this Agreement and in return shall be entitled to receive compensation, if any, paid to the Contractor from any qualified telecommunications provider or carrier being served by the Project and the Contractor's operation of the Project.

- (4) As the Contractor incurs pre-approved, in writing, reimbursement expenses, the City agrees to reimburse the Contractor within ten (10) business days of receipt, approval and acceptance by the City of a reimbursement request from the Contractor, containing a report of services completed and expenses incurred (but not yet necessarily paid) and, where relevant, a signed Subcontractor's Lien Release & Waiver, in substantially the form attached hereto as Exhibit A. The aggregate of reimbursable expenses shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00), including gross receipts tax.

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; CONDITIONS PRECEDENT

A. The Contractor's obligations hereunder shall commence upon the last to be satisfied of the following conditions precedent:

- (1) The City shall properly execute agreements with the State of New Mexico (to provide transport) and at least one other third party (who has the capacity to provide internet access) necessary to enable the Contractor to perform the services under this Agreement and the Described Services on a timely basis.
- (2) The City shall assign to the Contractor two gigabits per second of transport from a co-location facility at the Simms Building to ABQ GigaPop.
- (3) The City shall establish and fully fund a segregated reserve account in an amount equal to Seven Hundred Fifty Thousand Dollars (\$750,000.00) from which all reimbursable payments are to be made under Paragraph 3D(4).
- (4) The Parties shall agree to an initial list of maximum wholesale rates at which to offer the Described Services, which rates shall in any event cover the Contractor's operating costs and reasonable profit margin. The wholesale rates may, at the option of either Party, be reviewed and, at the option of the Contractor, modified from time to time without amendment to this Agreement.

B. This Agreement shall be effective on the date (the "Effective Date") when the last of the conditions precedent listed in Section 5.A shall have been satisfied or waived in writing by both Parties, and shall terminate on the fourth (4th) anniversary of the Effective Date, unless terminated sooner pursuant to Article 6."

6. TERMINATION

- A. This Agreement may be terminated by the City upon ninety (90) days' written notice to the Contractor. Upon termination, the Contractor shall:
- (1) Render a final report of the services performed up to the date of termination and shall, upon request by the City, turn over to the City original copies of all work product, research or papers prepared under this Agreement.
 - (2) Be paid for services rendered and expenses incurred through the date that the Contractor receives notice of such termination.
- B. The Contractor hereby grants to the City the Option, exercisable upon expiration of this Agreement or earlier termination of this Agreement as provided in Paragraph 6 A., to cause the Contractor to transfer to a City pre-approved, qualified third party, not to exceed 144 strands of the Contractor's fiber coming out of the Central Office to the access vault, together with the Capital Assets.
- (1) The Contractor shall notify the City within 120 days before the expiration of this Agreement (i) of the upcoming Option exercise period (as specified in paragraph (2) below) and (ii) of its intention to continue to deliver the Described Services on a month-to-month basis upon the expiration of this Agreement or not continue (which intention or desire shall not be binding on the City).
 - (2) The City shall notify the Contractor of its intention not to or to exercise such Option no less than thirty (30) days before the expiration or termination of this Agreement.
 - (3) If the City exercises the Option, it shall cause to be paid to the Contractor an amount equal to One Dollar (\$1.00), upon which payment the Contractor shall transfer the Capital Assets to the City's pre-approved, designated, qualified transferee owner. C. Any funds on deposit in the Capital Assets Reserve Fund upon termination of this Agreement shall, subject to Section 6.A(2), be retained by 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 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. The Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by the Contractor in the performance of the services under this Agreement.

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

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

10. ASSIGNMENT; SUBCONTRACTING

Except as provided herein, 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 arising from the Contractor's performance under this Agreement. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than thirty (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. The Contractor shall obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for the Contractor's employees throughout the term of this Agreement. The 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 the Contractor's performance under this Agreement as well as the performance of the 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 (3) years thereafter, detailed records that indicate the date, time and nature of Described Services rendered, Capital Assets Work performed and Transferable Assets in place. The Contractor's records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor upon three (3) business days' prior written notice to the Contractor. 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 Parties 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 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

Except as set forth in Section 5.A(4), this Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties.

19. SCOPE OF AGREEMENT

This Agreement (including all schedules and exhibits attached hereto) incorporates all the agreements, covenants, and understandings between the Parties 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, the Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by the 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:
Sean Moody
Project Administrator
Economic Development Division
City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Jane Hill
President
Cyber Mesa Computer Systems
Incorporated and SF Fiber
4200 Rodeo Rd.
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: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

Judith Hamer for

KELLEY BRENNAN,
INTERIM CITY ATTORNEY 1/24/14

APPROVED:

MARCOS TAPIA
FINANCE DIRECTOR

CYBERMESA/CONTRACTOR:

DATE: _____

CRS# _____

CITY BUSINESS REGISTRATION # _____

Exhibit A:
Form of Subcontractor's Lien Release & Waiver

Subcontractor's Release Contingent on Payment
RELEASE OF LIENS - WAIVER OF RIGHT TO CLAIM

CERTIFICATION OF PAYMENTS MADE TO SUBCONTRACTORS AND SUPPLIERS

The undersigned hereby acknowledges that upon receipt from CONTRACTOR of the Invoice Amount, full payment shall have been made for all Work performed and all Material furnished by the Subcontractor for the CIP High Speed Internet Project in Santa Fe, New Mexico through the Invoice Date:

Previous Application Date: _____
Current Application Date: _____
Work and/or Material: _____
Location: _____
Contractor: _____
Invoice Date: _____
Invoice No: _____
Invoice Amount: _____

The undersigned certifies that Subcontractor has not already received payment for this Work and Material, and certifies that all Subcontractor's subcontractors and suppliers have been paid in full for all work performed and all material furnished to the Project through the Previous Application Date. The undersigned waives all rights to claims and liens and hereby releases any claim or lien that the undersigned may have previously made for such work or materials furnished through the Previous Application Date. This Release, Waiver and Certification shall not apply to work or materials furnished after the Invoice Date.

Signature of Subcontractor's
authorized representative or agent

Title

STATE OF NEW MEXICO)

) SS:

COUNTY OF SANTA FE)

The foregoing was acknowledged before me on _____, 201__ by _____,
individually or as the _____ of _____, a New Mexico _____.

Notary Public _____ My commission expires: _____

**Schedule 1:
List of Capital Assets & Transferable Assets**

Capital Assets

1. Fiber optic facilities (including Central Office Access Vault, conduit, manholes, hand holes/pull boxes, and fiber termination) extending from the central telephone exchange at 121 East Alameda (the "Central Office") to a co-location facility at 715 Alta Vista Street (the "Simms Building") as well as planned "meet-me" points and lateral builds along this route.
2. Equipment, including:
 - Racks
 - Routers
 - Cabling (apart from the fiber optic strands in Item 3)
 - Generators
3. A 288 strand bundle of single-mode fiber optic cable, made up of 24 buffer tubes (12 strands per tube), less the two buffer tubes (indicated by the columns labeled "orange" and "yellow" on the table in Schedule 3) that constitute a part of the Consultant's Fee, extending from the Access Vault (at the exterior portion of the Contractor's fiber entrance to the Central Office) to the Simms Building.

Transferable Assets

4. Software, software licenses and operational records (excluding proprietary information of the Contractor or SF Fiber, such as customer information and pricing).
5. Intellectual property rights relating to the name "SF Fiber", including domain name registrations.
6. Contract rights with third parties, encumbrances and easements.

**Schedule 2:
List of Described Services**

1. Network Operation and Management

SF Fiber will be the “single source” services vendor for the fiber optic network. SF Fiber will manage the creation and procurement of all services that will be delivered across the infrastructure. It will manage the integration, implementation, testing, and customer support functions. Operations management and customer support consist of the following:

- Infrastructure delivered services
- Marketing and sales support
- Customer care
- Network monitoring, management, and administration
- Network maintenance and field services

2. Wholesale Open Access Services

SF Fiber will offer the following services to qualified carriers or providers that wish to connect to the network, on a wholesale, open access basis:

- Co-location
- Interconnection
- Ethernet transport
- Dark fiber
- Internet access

Schedule 3:
Table of Buffer Tubes & Strands

Fiber Number/Bundle ID Chart

144 Fiber ct

	blue	orange	green	slate	white	red	black	yellow	violet	rose	aqua
blue	1	13	25	49	61	73	84	97	109	121	133
orange	2	14	26	50	62	74	86	98	110	122	134
green	3	15	27	51	63	75	87	99	111	123	135
slate	4	16	28	52	64	76	88	100	112	124	136
white	5	17	29	53	65	77	89	101	113	125	137
red	6	18	30	54	66	78	90	102	114	126	138
black	7	19	31	55	67	79	91	103	115	127	139
yellow	8	20	32	56	68	80	92	104	116	128	140
violet	9	21	33	57	69	81	93	105	117	129	141
rose	10	22	34	58	70	82	94	106	118	130	142
aqua	11	23	35	59	71	83	95	107	119	131	143
	12	24	36	60	72	84	96	108	120	132	144

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2013

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).

PRODUCER HUB International Ins Svcs Inc PO Box 90756 Albuquerque, NM 87199-0756 800-800-5661 / CA Lic#0757776	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Rebecca Sinnott</td> </tr> <tr> <td>PHONE (AC, No, Ext): 505-828-4157</td> <td>FAX (AC, No): 866-487-3972</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: rebecca.sinnott@hubinternational.com</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Atlantic Specialty Insurance Co</td> <td>NAIC # 27154</td> </tr> <tr> <td>INSURER B: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	CONTACT NAME: Rebecca Sinnott		PHONE (AC, No, Ext): 505-828-4157	FAX (AC, No): 866-487-3972	E-MAIL ADDRESS: rebecca.sinnott@hubinternational.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Atlantic Specialty Insurance Co	NAIC # 27154	INSURER B: Hartford Fire Insurance Company	19682	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Cyber Mesa Telecom 4200 Rodeo Rd Santa Fe, NM 87507																					

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. TR.	TYPE OF INSURANCE	ADD/CHG/INSR. WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	711013302	05/15/2013	05/15/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		711013302	05/15/2013	05/15/2014	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		711013302	05/15/2013	05/15/2014	EACH OCCURRENCE \$11,000,000 AGGREGATE \$11,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NM) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M Y N/A	34WECBK9769	03/31/2013	03/31/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE - EA EMPLOYEE \$1,000,000 E.I. DISEASE - POLICY LIMIT \$1,000,000

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

Where required by written contract or agreement, City of Santa Fe is included as additional insured with respects to general liability per attached form VCG207 0709. Workers compensation coverage is evidence only. 30 Day Notice of Cancellation per attached form VIL229 0612.

CERTIFICATE HOLDER City of Santa Fe PO Box 909 Santa Fe, NM 87504	CANCELLATION 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 <i>Robert H. Mackovich</i>
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR GENERAL LIABILITY TECHNOLOGY COMPANIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured – Broad Form Vendors	8. Coverage Territory – Worldwide
2. Additional Insured – by Contract, Agreement or Permit relating to: <ul style="list-style-type: none">o Work performed by youo Premises you own, rent, lease or occupyo Equipment you lease	9. Duties in Event of Occurrence, Claim or Suit
3. Aggregate Limit Per Location	10. Expected or Intended Injury (PD)
4. Blanket Waiver of Subrogation	11. Incidental Medical Malpractice
5. Bodily Injury Redefined – Mental Anguish	12. Medical Payments
6. Broadened Named Insured	13. Mobile Equipment Redefined
7. Broadened Property Damage <ul style="list-style-type: none">o Borrowed Equipmento Customers' Goodso Use of Elevators	14. Newly Acquired or Formed Organizations
	15. Non-Owned Aircraft
	16. Non-Owned Watercraft
	17. Personal and Advertising Injury
	18. Product Recall Expense
	19. Supplementary Payments Increased Limits

1. ADDITIONAL INSURED – BROAD FORM VENDORS

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you agreed in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

a. This provision 1. does not apply to:

- (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (2) Any express warranty not authorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs 4. or 6.; or

MEMORANDUM OF UNDERSTANDING

And

COOPERATION AGREEMENT

Between

The City of Santa Fe

And

State of New Mexico Department of Information Technology

This Memorandum of Understanding ("MOU") is between the City of Santa Fe ("City") and the State of New Mexico Department of Information Technology ("DoIT"), (collectively, the "Parties").

I. PURPOSE This MOU is to detail a Cooperation Agreement between the City and DoIT to exchange telecommunications facilities namely, fiber optic infrastructure and Ethernet transport. The City is in the process of entering into an agreement with a telecommunications and internet provider ("Provider") to design and assist the City in construction of fiber optic infrastructure and Ethernet transport and operate a telecommunications network extending from the Century Link central office on Alameda to the City water department office at 801 West San Mateo by way of the Capitol Complex and the Simms Building (the "Project"). By this MOU, the City will provide DoIT with stand-alone connectivity between the latter two facilities in exchange for DoIT providing the City with backhaul capacity from the Simms Building to 505 Marquette in Albuquerque on existing DoIT bandwidth. Under this MOU, each party is exclusively responsible for the traffic content. Therefore, neither party shall define nor control the content of traffic carried on the network by the other party. This is not intended to be a static agreement, rather it is intended that this agreement will grow as the needs, abilities and resources of the Parties evolve. Therefore, the Parties agree to meet annually to review the progress of the Project, to identify areas of future cooperation, and to work toward implementing additional measures of mutual benefit.

II. SCOPE OF AGREEMENT

1. The City agrees to:

- a. Designate 24 strands of fiber within 2 sections of the cable known as a "buffer tube" for the exclusive use of DoIT. The fiber will be terminated on fiber patch panel located at the Simms Building at 715 Alta Vista Street and the Apodaca Building at 300 Don Gaspar Avenue in Santa Fe.
- b. Provide maintenance and support for City-owned fiber optic cable and equipment for the entire route path.
- c. Provide for use by the Project, any applicable conduit space owned by the City of Santa Fe determined to be surplus by City. This will apply to conduit in the vicinity of the Education building at 300 Don Gaspar.

2. DoIT agrees to:

- a. Provide at least one gigabit per second (1 gbps) of bandwidth which will originate in the Simms Building and terminate at a point of presence located in 505 Marquette Street in Albuquerque.
- b. Provide at least one additional 1 gbps of bandwidth which will originate in the John Simms Building and terminate at another destination to be determined by the City and which is accessible via existing DoIT infrastructure.
- c. Provide compatible fiber termination and patch panel interconnects
- d. Provide access to the Simms Building for the City's choice of providers for installation and maintenance. Provide support and maintenance for all DoIT owned equipment for the entire route path.
- e. Provide for use by the Project, any applicable conduit space owned by the State of NM determined to be surplus by DoIT. This will apply to conduit from the Simms Building, along the rail right-of-way to a manhole outside the Qwest fiber hut nearest the Faught Crossing on West San Mateo Road and in the vicinity of the Education building at 300 Don Gaspar .
- f. Provide Simms Data Center Colocation space for 1 Rack.
- g. Commence these actions when the fiber path between the Simms Building and the Apodaca Building is completed.

3. The expanding nature of telecommunications predicts that more than 2 gigabit of bandwidth is likely to be needed by the City in the future. Therefore DoIT agrees to upgrade equipment to accommodate up to a total of 10 gigabit of bandwidth if the City elects to accept the cost of the upgrade.

III. OWNERSHIP

This MOU confers an indefeasible right of use ("IRU") to the exchanged network resources and does not extend a capital interest in the resources used. The term "IRU" shall mean the exclusive, unrestricted, and indefeasible right to use the relevant capacity including equipment, fibers or capacity, for any legal purpose. It should be clear to all parties that when the State of New Mexico provides bandwidth it does not mean that the City of Santa Fe owns the equipment that supports the bandwidth or has any liability to maintain that equipment. It should be clear to all parties that when the City of Santa Fe provides fiber optic resources it does not mean that the State of New Mexico owns any fiber optic resource or has any liability to maintain it.

IV. TERM

This MOU shall become effective on the last date of signature by both Parties and shall remain in effect unless terminated in writing six months prior to the termination date by either party.

V. FORCE AND EFFECT

The Parties intend to conduct the aforementioned activities in this MOU in accordance with existing law. If any provisions of this MOU are determined to be inconsistent with existing laws, regulations or directives governing the signatories, then only those provisions of this MOU not affected by a finding of inconsistency shall remain in full force and effect.

VI. AMENDMENT

Any amendment to this MOU must be in writing and signed by all parties. Each party must provide at least fifteen (15) business days (excluding holidays) notice of any amendments requested to the MOU.

VII. ENTIRE AGREEMENT

This MOU supersedes all prior understandings and agreements, whether oral or written, between the Parties regarding the subject matter of this MOU. To be effective, an amendment, waiver or termination of this MOU must be in a document signed by an authorized representative of a party.

VIII. LIABILITY

The Parties are governmental entities subject to the provisions of the Tort Claims Act. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Each party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Agreement. Each party shall be liable for its acts or failure to act in accordance with this Agreement, subject to the immunities of the Tort Claims Act.

IX. APPLICABLE LAW

The laws of the State of New Mexico shall govern this MOU.

[Signatures begin on the following page]

WHEREFORE, the parties hereby execute this MOU through their duly authorized officials, effective as of the date of last signature.

CITY OF SANTA FE:

STATE OF NEW MEXICO
DEPARTMENT OF INFORMATION
TECHNOLOGY:

DAVID COSS
MAYOR

DARRYL ACKLEY
CABINET SECRETARY

DATE: _____

DATE: _____

ATTEST:

MARIA SANCHEZ
GENERAL COUNSEL

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

Kelley Brennan

KELLEY BRENNAN
INTERIM CITY ATTORNEY

1/24/14

APPROVED:

MARCOS TAPIA
FINANCE DIRECTOR

City of Santa Fe, New Mexico

memo

Date: January 23, 2014

To: Robert Rodarte, Purchasing Director *RR*

Via: Kate Noble, Acting Director, Housing and Economic Development Department *KN*

From: Sean Moody, Project Administrator *SM*

Cc: Judie Amer, Assistant City Attorney

ITEM & ISSUE

Request to exempt from competitive procurement the purchase of telecommunications services designated the *CIP High Speed Internet Project* (the "Project") and approve the contract between the City and Cybermesa. The Contractor shall design, procure and install telecommunications facilities to be owned by the City or its qualified transferee including Capital Assets which, together with the Transferable Assets, shall be necessary and sufficient to deliver the wholesale telecommunications services. In addition, the Contractor shall operate and maintain the Capital Assets and Transferable Assets and provide wholesale telecommunications services. The Project's goal is to improve connectivity and Internet service in the City. This Project promotes the stated purpose of the New Mexico Telecommunications Act, Sections 63-9A-1 *et seq.* NMSA 1978 which states: "The legislature declares that it remains the policy of the state of New Mexico to maintain the availability of access to telecommunications services at affordable rates. Furthermore, it is the policy of this state to have comparable telecommunications service rates, as established by the commission, for comparable markets or market areas. To the extent that it is consistent with maintaining availability of access to service at affordable rates and comparable telecommunications service rates, it is further the policy of this state to encourage competition in the provision of public telecommunications services, thereby allowing access by the public to resulting rapid advances in telecommunications technology. It is the purpose of the New Mexico Telecommunications Act to permit a regulatory framework that will allow an orderly transition from a regulated telecommunications industry to a competitive market environment. It is further the intent of the legislature that the encouragement of competition in the provision of public telecommunications services will result in greater investment in the telecommunications infrastructure in the state, improved service quality and operations and lower prices for such services."

BACKGROUND & SUMMARY

Attached find draft agreement for the purchase of a public telecommunications utility services as defined by the Act, Section 63-9A-2 M. NMSA 1978 as: "M. "public telecommunications service" means the transmission of signs, signals, writings, images, sounds, messages, data or other information of any nature by wire, radio, lightwaves or other electromagnetic means originating and terminating in this state regardless of actual call routing. "Public telecommunications service" does not include the

provision of terminal equipment used to originate or terminate such service; private telecommunications service; broadcast transmissions by radio, television and satellite broadcast stations regulated by the federal communications commission; radio common carrier services, including mobile telephone service and radio paging; or one-way cable television service;..."

Pursuant to Section 18 of the City Purchasing Manual, this agreement is exempt from the RFP and other competitive procurement requirements because it is a purchase of a publicly provided telecommunications utility services as follows:

18.1.7. Procurements exempted from competitive procurement are as follows:.....b.
purchases of publicly provided utilities such as: gas, electricity, water, telephone,
cable TV;

This agreement is for the purchase of telecommunications services because the Project requires that services be provided by a telephone company because only a telephone company is entitled to obtain a fiber entrance into the telephone exchange central office (the "C.O."). All telecommunication service providers in Santa Fe currently rely on the existing Century Link distribution system originating in the C.O. The Project must directly interconnect at the CO and needs a fiber entrance at the CO in order for the Project to achieve its goals of promoting access to high speed internet in the City and providing telecommunications services at affordable rates, in accordance with the New Mexico Telecommunications Act. In addition, the contractor must design and procure the installation of a line extension for the Project because future potential wholesale customers will have specific requirements such as fiber destinations and routing, bandwidth, dark fiber, equipment rack space, quality-of-service specifications, etc. In order to serve those customers, the Project must be capable of expansion now and in the future via the design of facilities, the purchase, sale or transfer of capital assets, equipment, dark fiber, real property, leases, licenses or encumbrances as typical of a public utility. Thus the scope of this agreement includes the purchase of a line extension in the form of buried cable to existing facilities, required for the establishment of the telecommunications services provided under the agreement. Per standard industry practice, the City as the purchaser of such services will reimburse the contractor for the cost of the line extension.

Finally, the contractor in the Project will be able to transfer the operations in the future. For the Project to be viable and promote access to high speed internet in the City at affordable prices, a complete, functioning business entity will be transferable, including its business interests, branding, capital assets, equipment, data transport capacity, real property, leases, licenses or encumbrances necessary to provide such services. Again, this is typical of a public telecommunications services utility.

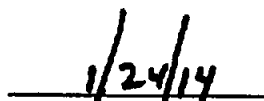
RECOMMENDATION

This purchase is an exempt procurement in accordance with Section 18 of the Purchasing Manual because it is the purchase of public telecommunications services and the purchase "publicly provided utility" and would best achieve the Purchasing Division's purpose to "maximize the purchasing value of public funds". Staff recommends approval.

APPROVAL

This request is approved.


Robert Rodarte, Purchasing Director


Date



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 Cyber Mesa Computer Systems, Inc.

3 Complete information requested

☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$882,100.00

Termination Date: Four years after effective date

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: CIP High Speed Internet Project

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: _____

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

☐ Plus GRT

☒ Inclusive of GRT

Amount \$ 882,100.00 of original Contract# _____ Termination Date: 4 years

Reason: CIP High Speed Internet Project

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 882,100



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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Publicly provided utility exempt from competitive procurement.

6 Procurement History: _____

example: (First year of 4 year contract)

7 Funding Source: CIP Bond Issue **BU/Line Item:** 32817.57297.0112900

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: Maria R. Vigil for Sean Moody

Phone # 6625 or 6350

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:

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2014-__**

3 **INTRODUCED BY:**

4
5 Councilor Rebecca Wurzbarger

6
7
8
9
10 **A RESOLUTION**

11 **SUPPORTING THE CONTINUATION OF THE COMMUNITY DEVELOPMENT**
12 **PROCESS TO REVITALIZE CENTRAL SANTA FE AND OUTLINING THE NEXT STEPS**
13 **OF THE REMIKE PROJECT.**

14
15 **WHEREAS**, the City of Santa Fe has repeatedly recognized the importance of the St.
16 Michael's Drive area in many ways, including the City's investment in the property that is home to
17 the Santa Fe University of Art and Design, the adoption of numerous resolutions including: 2008-112,
18 2011-18, and 2012-22 and through the support of the REMIKE Demonstration event held in
19 September 2012; and

20 **WHEREAS**, revitalization of the area is critical to the evolution of Santa Fe into a city with
21 different centers of commerce, culture and community; and

22 **WHEREAS**, the St. Michael's Drive area includes the population center of Santa Fe
23 (according to the 2010 census) and key educational institutions like De Vargas Middle School, Santa
24 Fe High School, Santa Fe University of Art and Design, and the planned Higher Education Center of
25 the Santa Fe Community College; and

1 WHEREAS, CHRISTUS St. Vincent Regional Medical Center and the surrounding
2 businesses provide valuable medical services and form a significant employment center and engine of
3 job creation in the region; and

4 WHEREAS, numerous other businesses and community organizations are invested in the
5 area; and

6 WHEREAS, at Cerrillos Road and St. Michael's Drive all four City Council districts
7 connect; and

8 WHEREAS, the Santa Fe Metropolitan Planning Organization identified St. Michaels Drive
9 for further study in the Santa Fe Metropolitan Transportation Plan 2010-2035; and

10 WHEREAS, the residential neighborhoods bordering both sides of St. Michael's Drive have
11 Median Household Incomes that range between \$23,260 and \$38,405 and are just 44% and 73%,
12 respectively, of the U.S. Median Household Income of \$52,762, for the same period,, thereby
13 qualifying these areas for the designation of "economically distressed"; and

14 WHEREAS, the community development process thus far has brought forward the
15 importance of addressing the road, traffic and safety issues as well as the zoning and business
16 environment issues; and

17 WHEREAS, the REMIKE report identifies key action items designed to catalyze
18 revitalization in the area.

19 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
20 **CITY OF SANTA FE** that the Governing Body supports the continuation of the community
21 development process to revitalize central Santa Fe and outline the next steps of the Remike project.

22 **BE IT FURTHER RESOLVED** that an interdepartmental staff team shall bring forward the
23 following action items:

- 24 1. A plan to mobilize one or more catalytic projects to jump start revitalization in the
25 area that may include development of housing, commercial, retail and/or green space,

1 and a slate of incentives to support the selected proposal which may include city
2 investments, fee waivers and/or allocation of other city resources as well as a special
3 designation of zoning for economic development purposes.

4 2. A draft overlay district to be implemented in phases which may include development
5 incentives such as fee waivers and allocation of other city resources as well as a
6 special designation of zoning for economic development purposes.

7 3. Investigation into taking control of a section of property currently leased to Santa Fe
8 University of Art and Design.

9 4. A traffic study to be used for attraction and justification of federal and state funding
10 for road and transportation improvements.

11 5. Recommendations on funding and integrations with the priorities of the Santa Fe
12 Metropolitan Transportation Organization.

13 6. A demonstration project on safety improvements for the crossing of St. Michael's
14 Drive at Llano Street.

15 7. A working partnership with the New Mexico Department of Transportation on all
16 relevant issues including the crossing at the Rail Trail, the intersection of St.
17 Michael's Drive and Cerrillos Road, ongoing maintenance and service of St.
18 Michael's Drive, public transportation and more.

19 8. A land survey of the area to include all relevant factors such as the infrastructure,
20 buildings and utilities on both sides of the street.

21 9. Working partnerships with key private sector partners which leverage investment and
22 effort.

23 10. A draft ordinance to galvanize business in the area through creation of pop-up
24 businesses and provision for temporary uses of existing spaces.

25 11. Mobilization of an incentivized selection of creative professionals, in partnership

1 with the Arts Commission, to create mobile business and/or parklet facilities, to be
2 utilized in this and other areas, as recommended in the REMIKE Report

- 3 12. Mobilization of an incentivized selection of creative professionals to create an
4 identity for the area as a vibrant district and provide a foundation for the formation of
5 a district business association.

6 **BE IT FURTHER RESOLVED** that all actions should include outreach and work to
7 improve adjacent neighborhoods for relevant factors including; increased safety for pedestrians and
8 bicyclists, access to improved community services in the area; access to resources to enhance
9 economic success and mobility; preservation and expansion of affordable housing assets; and
10 preservation of existing families and neighborhoods.

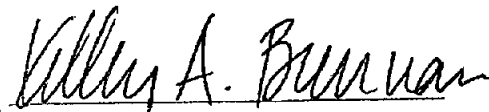
11 PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

12
13 _____
14 DAVID COSS, MAYOR

15 ATTEST:

16
17 _____
18 YOLANDA Y. VIGIL, CITY CLERK

19 APPROVED AS TO FORM:

20 
21 _____

22 KELLEY A. BRENNAN, INTERIM CITY ATTORNEY

23
24
25 *M/Melissa/Resolutions 2014/Remkie Project*

1/29/14

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2014-__

INTRODUCED BY:

Councilor Rebecca Wurzbarger

A RESOLUTION

**SUPPORTING EFFORTS TO RETAIN YOUNGER TALENT AND INVIGORATE SANTA
FE'S NIGHTTIME ECONOMY AND CREATING A TASK FORCE TO MAKE ACTION
RECOMMENDATIONS TO THE GOVERNING BODY.**

WHEREAS, Santa Fe's labor force is shrinking and one known reason for this is that
younger workers are departing for other cities and are not being retained; and

WHEREAS, the lack of nightlife has been repeatedly named as a key issue for this
demographic; and

WHEREAS, the cost of real estate, an aging population and other factors have led to
disproportionately high barriers for a thriving nighttime economy in Santa Fe; and

WHEREAS, music, theatrical performance, dance and other live art forms are critical to
maintaining a strong artistic economy in Santa Fe; and

WHEREAS, these art forms contribute to creating vibrant cities for people of all ages and
many responsible adults buy beverages and generate the revenue which supports the businesses of
nighttime economies; and

1/29/14

1 **WHEREAS**, Santa Fe's economic development plan seeks to strengthen and diversify the
2 economy; and

3 **WHEREAS**, Santa Fe is expected to have 1,000 residents turn 65 each year for the next 25
4 years and the senior population is expected to double from 2010 to 2020; and

5 **WHEREAS**, many cities are creating plans to address changing demographics and Santa Fe
6 needs a long-term plan to attract and retain younger people as residents, visitors, business owners and
7 workers.

8 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
9 **CITY OF SANTA FE** that the governing body supports efforts to retain younger people and
10 invigorate the nighttime economy. Such efforts are a priority for the City of Santa Fe.

11 **BE IT FURTHER RESOLVED** that:

12 **Section 1.** Economic development staff is directed to design and execute a selection
13 process for a portfolio of nighttime economy pilot projects each of which will receive a small
14 scholarship (not to exceed \$5,000 in total) to take immediate action to invigorate the nighttime
15 economy and gather information on possible long-term, systemic solutions.

16 **Section 2.** The Economic Development Review Committee (EDRC) shall be the
17 selection committee for this portfolio of projects.

18 **BE IT FURTHER RESOLVED**, that the Governing Body hereby establishes the Nighttime
19 Economy Task Force ("Task Force").

20 **Section 1. PURPOSE:** The purpose of the Task Force is to make recommendations on
21 how to invigorate Santa Fe's nighttime economy that will impact in the short, medium and long-term.

22 **Section 2. DUTIES AND RESPONSIBILITIES:** The Task Force shall:

23 A. Take a comprehensive look at the issues contributing to a vibrant nighttime economy,
24 including, but not limited to: public policies; transportation; venue space and location
25 availability; alcohol permitting, service and safety; zoning; noise and traffic

1/29/14

concerns; and costs to do business.

B. Develop a set of short-term, low cost solutions to be piloted within the year and used to inform a long-term plan to be presented to the governing body.

C. Develop a set of recommendations for systemic medium and long-term solutions including a plan to build and maintain a vibrant nighttime economy.

D. Explore the possibility of a 'nighttime economy zone' or other solutions to develop and diversify Santa Fe's economy and to address the need for different areas to serve different needs and populations in a growing city.

E. Maintain a private sector perspective and seek to stimulate private sector partnerships and investment.

F. Investigate incentives and ways to lower costs including, but not limited to: the use of city owned buildings, parks and other properties; providing for shared equipment, use of a municipal liquor license, parking ticket waivers; kiosks for listing and other communication.

G. Investigate models for incentivizing and invigorating activity at existing venues and other locations.

H. Report to the City Business and Quality of Life Committee ("CBQL") on a monthly basis on the progress of the Task Force, until a final plan is completed and presented to the CBQL.

Section 3. MEMBERSHIP; OFFICERS; TERM:

A. Within two months of the adoption of this resolution, the City Business and Quality of Life Committee ("CBQL") shall provide Task Force member nominations to the mayor for appointment, with the approval of the governing body.

B. The Task Force shall consist of five to ten members who will represent a diverse constituency surrounding the nighttime economy and may be representatives of

1/29/14

private businesses, artist organizations, non-profits, community activists, local colleges and universities and other organizations.

C. The Task Force shall select its own chairperson from the appointed members.

D. The members shall serve until they complete their duties and responsibilities as set forth above.

E. Members shall serve without compensation

Section 4. VACANCIES: Vacancies on the Task Force shall be filled in the same manner as initial appointments.

Section 5. MEETINGS; DURATION: The Task Force shall meet at least once per month and shall conduct public meetings in accordance with the Open Meetings Act and adopted city policies and procedures. Unless further extended by the Governing Body, the Task Force meetings shall conclude no more than nine months from the date of passage of this resolution.

Section 6. STAFF LIAISON: Economic Development staff shall serve as the liaison to the Task Force.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

DAVID COSS, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

1/29/14

1 KELLEY A. BRENNAN, INTERIM CITY ATTORNEY

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10 *M/Melissa/Resolutions 2014/Apprenticeship Development*

Informational Items



DATE: January 30, 2014

TO: Economic Development Review Committee (EDRC)
Business and Quality of Life Committee (BQL)

Via: Kate Noble Acting Director, Housing and Community Development Department *KW*

FROM: Ross Chaney, Economic Development Specialist

RE: Venture Acceleration Fund – Professional Services Agreement

BACKGROUND:

Los Alamos Connect is the principal economic development investment by Los Alamos National Security, LLC the company that manages Los Alamos National Laboratory. Administered by the Regional Development Corporation (www.rdcnm.org), Los Alamos Connect provides a variety of services to help businesses achieve growth, continued success, and increase economic impact in Northern New Mexico.

The Venture Acceleration Fund (VAF) program was established in 2006 to help Northern New Mexico companies commercialize technology and take it to market faster. Companies located in the Northern New Mexico counties of Los Alamos, Santa Fe, Sandoval, Rio Arriba, Taos, San Miguel, and Mora are given preference for funding, as are projects associated with LANL technology or expertise.

To date, 39 innovative companies have been awarded up to \$100,000 each in order to support business development needs such as proof-of-concept, prototyping, product engineering, customer acquisition, and market validation. As of January 2014 the VAF investment is made possible by contributions from Los Alamos National Security, LLC and Los Alamos County.

VAF has recently instituted a payback trigger whereby, as a condition of funding, companies will need to agree to repay the funds if the company is acquired, achieves certain revenue goals, or leaves New Mexico. The purpose of this "evergreen" component is to help make the fund sustainable in order to support future entrepreneurs. Should the payback requirement be initiated, no interest will be charged or collected.

ITEM AND ISSUE:

The City Economic Development Division has identified the need for start-up funding as a critical gap in the business development landscape. The Venture Acceleration Fund (VAF) is one of the only business development tools which assists in this area; particularly for businesses which are not candidates for traditional venture capital investment. Because Santa Fe is the metro area for LANL and Los Alamos Connect, this community has always disproportionately benefitted from these funds. VAF staff have identified that the projects 'next on the list' to receive funds each year are generally Santa Fe companies, many of which need only a modest amount to take the next step in their business. The City Economic Development Division proposes a pilot investment into the VAF. After the 2014 VAF cycle is complete, the EDD will evaluate the program and results, then recommend a revised contribution for the next VAF cycle.

Over eight years, the VAF has developed a proven track and the experience and expertise of the staff, as well as the well-vetted process, will hugely benefit the City. This includes the selection process and the negotiations and drafting of contracts including benchmarks and reporting. The City of Santa Fe will pay no administration fees or percentage as part of this contract, all funds will be awarded to selected companies. The City retains the right to overrule any use of these funds. Also, the City will be supporting, leveraging and amplifying the work of a key regional partner, Los Alamos Connect, which is an explicit goal of the Economic Development Division.

Staff recommends approval of this Professional Services Agreement (PSA) for \$30,000 with the Regional Development Corporation. Funding will come from Business Unit 22116 , Line Item 510300.

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 Regional Development Corporation of New Mexico (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 the coordination and granting services to Santa Fe businesses as part of the Venture Acceleration Fund (VAF). This shall include:

- A. Supporting technology related businesses by investing in the Northern New Mexico Venture Accelerator Fund, a competitive award that provides funding for regional start-up businesses to develop a product or service.
- B. Identify Santa Fe companies to receive VAF funds.
- C. Distribute funds received through this contract to selected companies approved by the City.
- D. Manage performance benchmarks for allocated funds and payment disbursement to selected companies.
- E. Report to the City's Economic Development Division on the funded companies contract terms, performance and business condition of selected companies for a period of one (1) year.

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 thirty thousand dollars (\$30,000). Payment shall be made for services actually rendered at a rate of ten-thousand dollars (\$10,000) when selection of companies to receive funding is complete. The remaining twenty-thousand dollars (\$20,000) shall be paid upon receipt and approval of detailed invoices, as needed and corresponding to selected company benchmarks and grant payments. The City reserves the right to have final approval of the competitive company awards funded by this Agreement.

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. Compensation shall be paid only for services actually performed and accepted 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

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on January 31, 2015, unless sooner pursuant to Article 6 below.

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 upon completion or termination of this Agreement.

(2) Compensation is not based upon hourly rates for services rendered, therefore 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.

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2014-__

INTRODUCED BY:

Councilor Rebecca Wurzbarger

Councilor Patti Bushee

A RESOLUTION

RELATING TO CONSTRUCTION APPRENTICESHIP PROGRAMS; ESTABLISHING AN APPRENTICESHIP DEVELOPMENT TASK FORCE TO CREATE AN APPRENTICESHIP DEVELOPMENT PLAN FOR THE CITY OF SANTA FE THAT WILL BENEFIT SANTA FE COUNTY RESIDENTS AND THE SANTA FE CONSTRUCTION INDUSTRY.

WHEREAS, after year-long discussions and debates surrounding community workforce agreements, on February 27, 2013, the Governing Body repealed the Community Workforce Agreement (“CWA”) Ordinance; and

WHEREAS, the whole process was a learning experience that taught the importance and the need for workforce development, through apprenticeship programs, for Santa Fe residents as well as the need to redevelop the construction industry in Santa Fe which has struggled since the economic downturn of 2008; and

WHEREAS, apprenticeship programs will assist in local workforce development and are essential components in creating, sustaining and retaining a viable construction workforce; and

WHEREAS, a viable construction workforce has the ability to create social and economic.

1 prosperity; and

2 **WHEREAS**, there is a need in Santa Fe to increase construction workforce development
3 opportunities for Santa Fe residents through education, workforce training and apprenticeship
4 programs; and

5 **WHEREAS**, the Governing Body desires to establish an Apprenticeship Development Task
6 Force to create a construction apprenticeship development plan for the City of Santa Fe.

7 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
8 **CITY OF SANTA FE** that the Governing Body hereby establishes the Apprenticeship Development
9 Task Force ("Task Force").

10 **Section 1. PURPOSE:** The purpose of the Task Force is to create an apprenticeship
11 development plan for the City of Santa Fe that will benefit Santa Fe County residents and the Santa
12 Fe construction industry.

13 **Section 2. DUTIES AND RESPONSIBILITIES:** The Task Force shall build on
14 construction workforce development that has already been done by unions, community colleges and
15 other organizations such as ¡YouthWorks!. Additionally, the Task Force shall:

- 16 A. Research and explore what other municipalities and governmental entities have done
17 to develop construction workforce development programs.
- 18 B. Explore ways in which to establish construction workforce development
19 opportunities for the residents of Santa Fe including, without limitation, education,
20 workforce training and apprenticeship programs.
- 21 C. Explore potential opportunities for the City to enter into either public/private
22 partnerships or intergovernmental relationships for workforce development
23 opportunities.
- 24 D. Research available funding mechanisms for workforce development including
25 federal, state or private grants.

- 1 E. Prepare a fiscal impact report for developing a construction workforce development
2 plan.
- 3 F. Report to the City Business and Quality of Life Committee ("CBQL") on a monthly
4 basis on the progress of the Task Force, until a final workforce development plan is
5 completed and presented to the CBQL.
- 6 G. Present the final workforce development plan to the Governing Body with a fiscal
7 impact report.

8 **Section 3. MEMBERSHIP; OFFICERS; TERM:**

- 9 A. Within two months of the adoption of this resolution, the City Business and Quality
10 of Life Committee ("CBQL") shall provide Task Force member nominations to the
11 Mayor for appointment, with the approval of the Governing Body.
- 12 B. The Task Force shall consist of seven members who may be representatives of the
13 New Mexico Building and Construction Trades Council, Associated Builders and
14 Contractors of New Mexico, Santa Fe Chamber of Commerce, Santa Fe
15 Homebuilders Association, Santa Fe-owned construction contractors, Santa Fe
16 Community College, Santa Fe Public Schools, YouthWorks! and civic
17 organizations.
- 18 C. The Task Force shall select its own Chairperson from the appointed members.
- 19 D. The members shall serve until they complete their duties and responsibilities as set
20 forth above.
- 21 E. Members shall serve without compensation

22 **Section 4. VACANCIES:** Vacancies on the Task Force shall be filled in the same
23 manner as initial appointments.

24 **Section 5. MEETINGS; DURATION:** The Task Force shall meet at least once per
25 month and shall conduct public meetings in accordance with the Open Meetings Act and adopted city

1 policies and procedures. Unless further extended by the Governing Body, the Task Force meetings
2 shall conclude no more than six months from the date of passage of this resolution.

3 **Section 6. STAFF LIAISON:** Economic Development staff shall serve as the liaison to
4 the Task Force.

5 PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014.

6
7 _____
8 DAVID COSS, MAYOR

9 ATTEST:

10
11 _____
12 YOLANDA Y. VIGIL, CITY CLERK

13 APPROVED AS TO FORM:

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15 _____
16 KELLEY A. BRENNAN, INTERIM CITY ATTORNEY

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25 *M/Melissa/Resolutions 2014/Apprenticeship Development*



DATE: February 3, 2014

TO: Economic Development Review Committee (EDRC)
Business and Quality of Life Committee (BQL)

FROM: Kate Noble, Acting Director, Housing and Community Development Department *KW*

RE: Arts + Creativity Center Project by Creative Santa Fe – Resolution and Professional Services Agreement

Background:

The idea of an affordable, co-located, live/work space for artists/creative professionals has been an active part of economic development work since at least the adoption of the Angelou Plan in 2004. Then known as 'The Beehive' and now known as the Arts+ Creativity Center, Creative Santa Fe has taken the lead on this project for many years.

In 2013, Creative Santa Fe partnered with a national organization called Artspace which manages dozens of this type of development throughout the United States. Artspace brings a wealth of experience in tax credit projects which target creative professionals and include affordable live, work, studio, performance, retail and other types of space.

The City of Santa Fe's Economic Development Division sponsored the market survey in 2013 for \$5000. The results of the survey include: 623 total responses with 49% of the individual respondents at or below the area median income. According to Artspace, the survey results indicate that Santa Fe could support a development of as many as 85 new, affordable live-work units.

Item and Issue:

Creative Santa Fe, in partnership with Artspace, is ready to move to the next stage of development which includes site selection and site control. The accompanying resolution directs staff to support the project and allocates \$50,000 to this next phase of development. As part of the contract, Creative Santa Fe will raise \$100,000 in matching funds, thus leveraging the City's invest at a 2:1 ratio. Staff has drafted this contract to move in conjunction with the resolution.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2014-__

INTRODUCED BY:

Councilor Rebecca Wurzbarger

A RESOLUTION

**DIRECTING STAFF TO WORK TO SUPPORT DEVELOPMENT OF THE SANTA FE
“ARTS + CREATIVITY CENTER” AS AN ECONOMIC DEVELOPMENT PROJECT TO
PROVIDE AFFORDABLE LIVE, WORK, CREATION, PERFORMANCE, SALES SPACE
FOR ARTISTS AND CREATIVE BUSINESSES IN SANTA FE AND TO STRENGTHEN
SANTA FE’S ECONOMY**

WHEREAS, in April 2004, the City of Santa Fe adopted an economic development strategy
that recommended a strong focus on the City’s creative industries; and

WHEREAS, to fulfill that mandate, in early 2005 the City responded by funding the
formation of Creative Santa Fe, a 501(c)(3) not-for-profit organization to serve as a backbone
organization to guide development of creative economic development in Santa Fe, and to leverage
private resources to accomplish economic development initiatives; and

WHEREAS, since then, the development of a project like the “Arts + Creativity Center” has
been discussed and this project fits both the City of Santa Fe’s current economic development
strategy and the City of Santa Fe’s affordable housing strategy; and

1 **WHEREAS**, Santa Fe is losing its young and mid-career workers, many of whom are leaving
2 the city due to the lack of affordable housing; and

3 **WHEREAS**, only 38% of Santa Fe's workers live in the city, which dropped from 51% in
4 2002; and

5 **WHEREAS**, the only net new job growth in Santa Fe from 2007 - 2010 was in sole-
6 proprietor jobs, which many are in arts, culture, design, entertainment and media; and

7 **WHEREAS**, one quarter of all jobs in Santa Fe are sole-proprietor jobs and Santa Fe has the
8 largest percentage of self-employed workers of any metropolitan area in the state of New Mexico; and

9 **WHEREAS**, creative workers and businesses in Santa Fe have a proven record of exporting
10 products and services and attracting tourists to the city earning 39 cents of every new dollar that flows
11 into Santa Fe from outside the county which is the definition of economic base jobs; and

12 **WHEREAS**, the creative sector led the way in producing increased gross receipts tax
13 revenue in the second half of 2013; and

14 **WHEREAS**, educational services; arts and entertainment; information and cultural
15 industries; professional, scientific and technology; and accommodation and food sectors of Santa Fe's
16 economy expanded so the city achieved the greatest economic output since the pre-recession 2007-
17 2008 fiscal year; and

18 **WHEREAS**, Santa Fe University of Art and Design (SFUAD) will soon have 1,000 students
19 enrolled from the Santa Fe community, United States and internationally; and

20 **WHEREAS**, Santa Fe Community College, IAIA and St. John's College along with SFUAD
21 are graduating hundreds of creative young people each year who will build the next generation of
22 businesses and jobs based on creativity and will sell their products locally and into global markets;
23 and

24 **WHEREAS**, the City of Santa Fe's 2013 Housing Needs Assessment Update determined that
25 the greatest unmet market need for affordable housing is rental units at or below \$500 per month; and

1 **WHEREAS**, the City of Santa Fe participated in an artists' and creative individuals and
2 businesses market survey along with Creative Santa Fe, Artspace Projects, the largest non-profit
3 developer of affordable arts live-work spaces in the country, and other community organizations to
4 understand and quantify the needs of the creative community for affordable spaces; and

5 **WHEREAS**, 534 individuals and 89 businesses answered the survey, of the respondents:

- 6 • 60% earn incomes at or below the area median income;
- 7 • 49% who want to relocate into affordable space earn 60% or less than the area median
- 8 income;
- 9 • 30% are 30 years old or younger; and
- 10 • 80% indicated they would consider staying in Santa Fe over relocating to another
- 11 community if affordable live-work space were available; and

12 **WHEREAS**, the survey results support creation of up to 85 new, affordable live-work units
13 in Santa Fe and up to 40 studio only spaces and additional shared gallery, performance, educational,
14 creation, and conference space; and

15 **WHEREAS**, the top three preferred locations identified by survey respondents for affordable
16 creative spaces were the Santa Fe Railyard, Baca Street area, Downtown Santa Fe and the St.
17 Michaels Drive area.

18 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
19 **CITY OF SANTA FE** that:

- 20 1. Staff is directed to work with Creative Santa Fe; other community arts, culture and
21 creative organizations and businesses; and Artspace Projects to support development of
22 the Santa Fe "Arts + Creativity Center";
- 23 2. Staff from of the Economic Development Division, Office of Affordable Housing, and
24 Santa Fe Arts Commission will work together to produce a plan to move this project
25 through several planning and implementation steps to completion;

3. The City Manager shall direct additional resources to the project, based on the needs that arise as the project moves forward.

4. Staff shall also explore the placement of the project on city property.

5. Staff shall provide the Governing Body updates on the progress of the project, no less than quarterly.

BE IT FURTHER RESOLVED that the project phases will include site selection and site control; project design and finance modeling, preparation of a Low Income Housing Tax Credit application to the New Mexico Mortgage Finance Authority that will be supported by the City of Santa Fe, and finally construction and leasing of the facility.

BE IT FURTHER RESOLVED that the project will be a public private/partnership:

1. Fifty thousand dollars (\$50,000) from the Economic Development Division, Office of Affordable Housing or Community Development Block Grants will be designated for the next phase of development, which is site selection and site control; and
2. Local non-profit organizations will raise money from the community to match the City's investment.

PASSED, APPROVED, and ADOPTED this ____ day of _____, 2014.

DAVID COSS, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

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 Creative Santa Fe (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 work to develop an Arts + Creativity Center in Santa Fe which shall include a variety of affordable spaces and provide the following services to the City:

A. Develop and deliver fundraising plan to raise \$100,000 to match City investment of \$50,000 (2:1 match). The plan shall be updated in all reporting, which shall take place quarterly at a minimum, and include a list of names for the community fundraising committee, dates of planned fundraising events, and a list of commitments for funding.

B. Develop and deliver a plan to move the project through all planning and implementation steps to completion. This shall include: a detailed project timeline, an analysis of the desired number of live/work units, number of studio or work only units, uses for community space, types of programs to be included, target population to be served, community and economic development benefits and any other relevant information.

C. Develop and deliver a list of potential sites, including land and buildings, based on suggestions received from City staff and from the results of the Artists' and Creative Businesses and Organizations' Market Survey and other project feasibility analysis. Factors to be considered shall include, but are not limited to: environmental, archeological, legal, or financial issues that might be discovered; a clear pathway to long-term lease or outright ownership of the land or buildings; buildings on the site that could be renovated for live/work or community space for educational programs, entrepreneurship training, performance space, or commercial space and the potential cost of renovation; access to public transportation; zoning; neighborhood impacts; overall financial resources and feasibility and an analysis of factors for developing a competitive proposal for Low Income Housing Tax Credits.

D. Deliver a final Site Selection Report including suitability and identification of any contingent conditions to be resolved through continued due diligence. The final report will present three potential locations in order of preference with a detailed analysis and quantification of factors being considered in location selection.

E. Provide quarterly reports to the Housing and Community Development Department and, as desired, to the Governing Body throughout the duration of the contract.

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 the Contractor twenty-five thousand (\$25,000), inclusive of gross receipts taxes upon completion of items A and B listed in the Scope of Work above including fundraising commitments of at least fifty-thousand dollars (\$50,000) in matching funds. The City shall then pay the Contractor ten-thousand dollars (\$10,000), inclusive of gross receipts taxes with the delivery of item C in the Scope of Work above. The City shall pay fifteen thousand dollars (\$15,000), inclusive of gross receipts taxes upon completion of all items listed in the Scope of Work above. The total compensation to be paid by the City shall not exceed fifty thousand dollars (\$50,000) dollars inclusive of gross receipts taxes.

B. The Contractor shall be responsible for payment of all necessary 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. Compensation shall be paid only for services actually performed.

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

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on January 31, 2015, unless sooner pursuant to Article 6 below.

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 upon completion or termination of 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.

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:
Creative Santa Fe
314 Read Street
Santa Fe, NM 87501

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

CITY OF SANTA FE:

CONTRACTOR:
CREATIVE SANTA FE

BRIAN K. SNYDER, CITY MANAGER

DATE: _____

DATE: _____

CRS # 03-031875-000
City of Santa Fe Business
Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN,
INTERIM CITY ATTORNEY

APPROVED:

MARCOS TAPIA, DIRECTOR
FINANCE DEPARTMENT

BUSINESS UNIT/LINE ITEM

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2014-__

INTRODUCED BY:

Councilor Rebecca Wurzburger

Councilor Patti Bushee

A RESOLUTION

**DIRECTING STAFF TO CREATE AND ESTABLISH AN ANNUAL AWARD TO
RECOGNIZE AND HONOR THE ACCOMPLISHMENTS AND CONTRIBUTIONS OF AN
OUTSTANDING WOMAN-OWNED BUSINESS LOCATED IN SANTA FE.**

WHEREAS, in New Mexico, the number of women-owned businesses increased 41.8%
between 1997 and 2012; and

WHEREAS, the 2007 Economic Census: Survey of Business Owners, published by the U.S.
Census Bureau, indicated that 33.7% of firms in Santa Fe County are owned by women; and

WHEREAS, according to the U.S. Census Bureau "women-owned firms are those owned by
sole proprietors who identified themselves as female, or, in the case of firms with multiple owners,
where 51 percent or more of stock interest, claims or rights were held by females;"

WHEREAS, a firm may operate one place of business or more, such as a chain of
restaurants, or have no fixed business location, such as the firm represented by a self-employed
carpenter or salesperson; and

WHEREAS, women-owned businesses have the strongest presence in health care and social

1 assistance industries, accounting for 52.9% of all businesses in the sector nationally; and

2 **WHEREAS**, woman-owned businesses make up 45.2% percent of all companies in the
3 educational services industry; and

4 **WHEREAS**, women-owned businesses contribute to the community and the local economy
5 and are examples and mentors to aspiring female entrepreneurs; and

6 **WHEREAS**, the Governing Body desires to recognize and honor the accomplishments and
7 contributions of an exemplary woman-owned business that has led the way in the women's business
8 community and is building a legacy for the next generation of entrepreneurs.

9 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
10 **CITY OF SANTA FE** that:

- 11 1. Staff shall create and establish an annual award to recognize and honor the
12 accomplishments and contributions of an outstanding woman-owned business in
13 located in Santa Fe.
- 14 2. The selection criteria for the Santa Fe Woman-Owned Business of the Year Award
15 shall be in conjunction with the Small Business of the Year and Family Friendly
16 Business of the Year and include, without limitation, the following:
 - 17 • The business is located within the county of Santa Fe;
 - 18 • At least 51% of the business is owned by a woman;
 - 19 • The business is a for-profit business with employees;
 - 20 • The business has growth, including job creation or the potential for job
21 creation;
 - 22 • The business promotes career advancement, as demonstrated by training and
23 promoting from within the business;
 - 24 • The business provides good benefits, such as health insurance, retirement and
25 leave;

- Family-friendly employee policies, including flex time for childcare and family emergencies;
- Community involvement – the level of participation in schools, community events and non-profits;
- Inspirational and visionary – the whole business operates at a level that inspires others – a business that goes beyond “business as usual”; and
- Diversity of workforce.

3. Selection of the winner of the annual Santa Fe Woman-Owned Business of the Year

Award shall be in conjunction with the other City business awards.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2014.

DAVID COSS, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY BRENNEN, INTERIM CITY ATTORNEY

M/Melissa/Resolutions 2014/Woman-Owned Business



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

David Coss, *Mayor*

Councilors:

Rebecca Wurzbarger, Mayor Pro Tem, Dist. 2

Patti J. Bushee, Dist. 1

Chris Calvert, Dist. 1

Peter N. Ives, Dist. 2

Carmichael A. Dominguez, Dist. 3

Christopher M. Rivera, Dist. 3

Bill Dimas, Dist. 4

Ronald S. Trujillo, Dist. 4

January 29, 2014

To Whom It May Concern

Having been preliminarily briefed on the project entitled 'The AgeNation Life Learning Center' I can report that the City of Santa Fe has an interest in receiving and reviewing a full economic development proposal on this project's funding so as to evaluate the full merits of this project.

It is my understanding that The AgeNation Life Learning Center which will be located within the City of Santa Fe will provide educational, cultural and community based programs, classes and activities design to inform, inspire and engage Santa Fe residents and visitors who are in the second half of life. It will provide a unique environment to promote cross-generational understanding and collaboration. In addition, The AgeNation Life Learning Center will also provide venue and classroom space for other public and private community related organizations that contribute to the well being of the community and most especially to that segment of the population that currently comprised 62% of the total population.

I understand at this time that the Center will employ approximately ten full time employees and contribute to the economic development of the city by utilizing a wide range of third party service organizations – logistics, event planning, food preparation and catering, audio and video production, security and more. It will also contribute to the support of area retail merchants and restaurants which will provide various products and services to individuals who participate in activities and programs produced and hosted by the center.

This letter is a non-binding letter of interest only designed to advance the AgeNation's request for economic development funding via the City of Santa Fe application process so that the City can receive and review a full proposal and more fully evaluate the merits of this project.

The City's GRT Revenue Bonds carry a rating of AA+, as do our recent General Obligation Bonds, and our Water bonds are rated AAA. These ratings were reaffirmed this past Spring.

Sincerely,

Mayor David Coss
City of Santa Fe, NM

City of Santa Fe, New Mexico

memo

Date: January 22nd 2014

To: Finance Committee & City Council

Via: Kate Noble, Acting Director of Housing and Economic Development

From: Sean Moody, Project Administrator

Cc: Brian Snyder, Marcos Tapia, Judie Amer, Robert Rodarte

KW

SM

ITEM & ISSUE

Staff recommends approval of the attached **Telecommunications Services Agreement** and associated **Memorandum of Understanding ("MOU")** to implement the **CIP High Speed Internet Project**. The turn-key \$882,100 agreement replaces a previous draft which had been reviewed by several committees but not executed, which excluded construction services and equipment. The agreement currently proposed reimburses the vendor for the purchase of such services and equipment. The MOU provides for a mutual exchange between the City and the State of New Mexico for the use of each other's fiber optic infrastructure. The exchange is referenced in the Telecommunications Services Agreement.

BACKGROUND & SUMMARY

On November 30, 2011 the City Council approved a \$22 million gross receipts tax-financed CIP bond issue dedicating \$1 million to improve broadband speed, availability and pricing. To accomplish this goal, locally owned telephone and Internet provider **Cyber Mesa Computer Systems Incorporated** has been selected to design, procure and operate a fiber optic link between the central telephone exchange building and an existing commercial point of presence two miles away where long distance carriers are connected to the World Wide Web. The project includes a co-location facility which will allow these carriers to interconnect directly to local providers. An effective market for wholesale Internet access will thus be created for the first time. The resulting invigorated wholesale competition is expected to improve retail broadband speeds, availability and pricing throughout the city.

Under the proposed agreement the vendor will design, procure and operate two miles of buried fiber optic cable, the co-location facility and all equipment necessary to provide comprehensive open-access wholesale telecommunications services to all qualified carriers and providers. The vendor will also obtain all necessary rights, licenses and easements, and provide a connection into the central telephone exchange. The vendor's operational costs will be covered by wholesale fees agreed by the City and paid by the customers. At the end of the term the City retains the right to transfer the assets and business interests to another telephone company. The project will thus have a service life beyond the four year contract term. Contract payments will be drawn from

business unit 32817, line item 572970. The agreement is procured as an exempt utility service.

The Memorandum of Understanding between the City and the State of New Mexico Department of Information Technology will provide the City with data transport capacity to an Albuquerque-based point of presence for the World Wide Web, thereby widening the range of wholesale options and further stimulating competition in Santa Fe. In exchange, the State will be granted exclusive use of one of the Project's twelve bundles of fiber optic cable along a segment of the Project's route which passes by State-owned facilities at the Apodaca Building and the Simms Building. The value and effectiveness of the Project will be enhanced by the exchange. The data transport provided by the State under this MOU is referenced in the Telecommunications Services Agreement as a condition precedent to commencement of the work.

RECOMMENDATION

Staff recommends approval of the attached Telecommunications Services Agreement to design, procure and operate the CIP High Speed Internet Project. Staff also recommends concurrent approval of the Memorandum of Understanding to provide data transport to Albuquerque as required under the Telecommunications Services Agreement.