



Economic Development Advisory Committee

August 8, 2018



Agenda

Economic Development Advisory Committee

Market Station at the Railyard
500 Market Station, Suite 200

Monday, August 8, 2018
11:00 AM – 1:00 PM

- I. PROCEDURES
 - A. Roll Call
 - B. Approval of Minutes
 - 1. June 13, 2018
 - C. Approval of Agenda
 - D. Approval of Consent Agenda
- II. CONSENT AGENDA (None)
- III. ACTION ITEMS
 - A. Request for review and approval of two (2) contract renewals for the FY-2018-2019 economic development portfolio as awarded through RFP to provide workforce development, business development, and other support for economic development in Santa Fe for a total funding amount of \$170,000 as identified (Matthew Brown):
 - 1. Professional Services Agreement, Amendment No. 2 – Santa Fe Business Incubator RFP 16/38/P;
 - 2. Professional Services Agreement – Santa Fe Chamber of Commerce – MIX.
- IV. INFORMATIONAL ITEMS
 - A. Meow Wolf LEDA Update – Fabian Trujillo/Allison Kennedy.
- V. ITEMS FROM THE COMMITTEE
- VI. ITEMS FROM STAFF
- VII. ITEMS FROM THE CHAIR

RECEIVED AT THE CITY CLERK'S OFFICE

DATE: 8/1/18
TIME: 1:02 PM

VIII. ITEMS FROM THE PUBLIC

IX. NEXT MEETING DATE – **September 12, 2018**

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

Minutes

**SUMMARY OF ACTION
ECONOMIC DEVELOPMENT ADVISORY COMMITTEE
MARKET STATION AT THE RAILYARD
ROUND HOUSE CONFERENCE ROOM
500 MARKET STATION, SUITE 200
WEDNESDAY, JUNE 13, 2018, 4:00 PM**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER		1
ROLL CALL	QUORUM	1
APPROVAL OF MINUTES APRIL 11, 2018	APPROVED	1-2
APPROVAL OF AGENDA	APPROVED	2
CONSENT AGENDA	NONE	2

ACTION ITEMS

**REQUEST FOR REVIEW AND APPROVAL
OF FIVE (5) CONTRACT RENEWALS FOR
THE FY 2018-2019 ECONOMIC
DEVELOPMENT PORTFOLIO AS
AWARDED THROUGH RFP TO
PROVIDE WORKFORCE DEVELOPMENT,
AND OTHER SUPPORT FOR ECONOMIC
DEVELOPMENT IN SANTA FE FOR A
TOTAL FUNDING AMOUNT OF \$360,000
AS IDENTIFIED.**

PROFESSIONAL SERVICES AGREEMENT, POSTPONED AMENDMENT NO. 2 - SANTA FE BUSINESS INCUBATOR RFP 16/38/P	2
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PROFESSIONAL SERVICES AGREEMENT, APPROVED AMENDMENT NO. 2 - YOUTHWORKS RFP 16/37/P	2-7
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PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 3 - SCORE RFP 15/38/P	APPROVED	7-9
PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 2- MAKE SANTA FE RFP 16/37/P	APPROVED	10
PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 1 - RDC/VAF	APPROVED	10-11
INFORMATIONAL ITEMS	NONE	11
ITEMS FROM THE COMMITTEE	INFORMATION/DISCUSSION	11-12
ITEMS FROM STAFF	NONE	12
ITEMS FROM THE CHAIR	NONE	12
ITEMS FROM THE PUBLIC	NONE	12
NEXT MEETING DATE	JULY 16, 2018	12
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**ECONOMIC DEVELOPMENT ADVISORY COMMITTEE
MARKET STATION AT THE RAILYARD
ROUND HOUSE CONFERENCE ROOM
500 MARKET STATION, SUITE 200
WEDNESDAY, JUNE 13, 2018, 4:00 PM**

I. PROCEDURES

A. CALL TO ORDER

The meeting of the Economic Development Advisory Committee was called to order by Councilor Roman Abeyta, Chair, at 11:00 am on Wednesday, June 13, 2018, at Market Station at the Railyard, 500 Market Station, Suite 200, Santa Fe, New Mexico.

A. ROLL CALL

MEMBERS PRESENT

Councilor Roman Abeyta, Chair
Holly Bradshaw-Eakes, Vice Chair
John Feins
Doug Orr
Dr. Camilla Bustamante
Chuck Higgins
Helen Brooks
(Vacancy)

MEMBERS ABSENT

Kate Kennedy
Kim Kelly, Excused

OTHERS PRESENT

Matt Brown, Economic Development Director, City of Santa Fe
Fabian Trujillo, Economic Development, City of Santa Fe
Rich Brown, Economic Development, City of Santa Fe
Liz Camacho, Economic Development, City of Santa Fe
Elizabeth Martin, Stenographer

**C. APPROVAL OF MINUTES
APRIL 11, 2018**

MOTION A motion was made by Mr. Fiens, seconded by Ms. Bradshaw-Eakes, to approve the minutes as presented.

VOTE The motion passed unanimously by voice vote.

D. APPROVAL OF AGENDA

Chair Abeyta said he would like to add public comment for each item as it is considered.

Mr. Trujillo said we are removing item A 1 under action items and will start with A 2. The Incubator is not ready at this time.

MOTION A motion was made by Mr. Fiens, seconded by Dr. Bustamante, to approve the agenda as amended.

VOTE The motion was passed unanimously by voice vote.

II. CONSENT AGENDA

None.

III. ACTION ITEMS

A. REQUEST FOR REVIEW AND APPROVAL OF SIX (6) CONTRACT RENEWALS FOR THE FY 2018-2019 ECONOMIC DEVELOPMENT PORTFOLIO AS AWARDED THROUGH RFP TO PROVIDE WORKFORCE DEVELOPMENT, AND OTHER SUPPORT FOR ECONOMIC DEVELOPMENT IN SANTA FE FOR A TOTAL FUNDING AMOUNT OF \$360,000 AS IDENTIFIED. Matt Brown

**1. PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 2
- SANTA FE BUSINESS INCUBATOR RFP 16/38/P**

Postponed to the July meeting.

**2. PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 2
- YOUTHWORKS RFP 16/37/P**

Mr. Brown said he would like to give a preamble that effects all the contracts. We were directed to do zero based budgeting this year. At best our budget

would be flat, but we were to look for cost savings as well. The City Manager and Director of Finance asked for that. We looked over the course of the last year and what has transpired in unanticipated projects such as the Bloomberg Challenge and the Midtown Campus. Additionally there were LEDA investment opportunities that were unplanned for. We had to consider the budget from bottom up and not go over budget with unanticipated projects. Last year when he took over we were fully obligated. Our revenues are based on the future. We have to try to be appropriately prudent in our budgeting.

Chair Abeyta asked the total amount for these projects is \$360,000.

Mr. Brown said yes, that is based on the projected year of revenue.

Chair Abeyta asked is that the same amount as last year and that was given out last year.

Mr. Brown said no. This is a \$40,000 reduction from last year. For SFBI and MIX there is another \$70,000 reduction. We also have obligations for LEDA payouts as well which were in consideration for the budget.

Chair Abeyta asked is this something that has been presented to the committee year around.

Mr. Brown said not on the contract side. This time of the year we start looking at contracts. All of these are renewals.

Chair Abeyta asked some are being reduced because there is less money available.

Mr. Brown said yes, due to LEDA and budgeting constraints.

Chair Abeyta asked did we go out for RFP.

Mr. Brown said no, these are renewals.

Chair Abeyta asked did we communicate to the recipients ahead of time to let them know they would be reduced.

Mr. Brown said yes, but not with sufficient notice. We have to do a better job of that next year.

Chair Abeyta asked does the Committee have any flexibility today in the amounts being awarded.

Mr. Brown said he believes no. His budget has been approved and as it is today

we are locked in.

Chair abeyta said we have \$360,000 to deal with. Is this the recommendation to the Governing Body.

Mr. Trujillo said yes.

Chair Abeyta asked is it within our discretion to move the money around as long as we stay within the \$360,000.

Mr. Brown asked what is the discretion of the Committee to shift money around.

Mr. Trujillo said the Committee can make recommendations to do that to the Governing Body. The Governing Body implements this funding level. We go through a lot of staff review. We would have to revise the contracts, but it is up to the members. When you change the amount you usually have to change the scope of service. When you reduce the scope of services you reduce the amount accordingly. It is your recommendation.

Chair Abeyta said so if we deviate from what staff recommends it is a domino effect.

Mr. Trujillo said we would probably have to delay these going to the Finance Committee so we could rework the service agreements.

Chair Abeyta asked is there a possibility as we go through the year that we could potentially increase and restore the money in 6 months.

Mr. Brown said that is the intention. We put into our budget \$80,000 for projects unnamed and \$100,000 set aside for LEDA. If we receive extra revenues we can pull from that. It is anticipated. We are working on how we can support contractors in other meaningful ways. We would like to increase and approve their work and the support they get.

Ms. Bradshaw-Eakes said one of her questions was the 6 month review. The other one is there had been some discussion in the past of realigning some of the budgetary items. Someone mentioned in the past that Youthworks should be moved into a different department. Did that discussion happen.

Mr. Brown said that conversation has started internally. We have not had a comprehensive conversation about that. Internally we talking about how to rationalize the 5 contracts between the City and Youthworks. It would it make sense to combine them in some way. The way in which Youthworks has to monitor and report on 5 contracts seems to be an undue burden. Can they get more efficient and effective. We are looking at that. There are case workers on staff and Youthworks when that

individual is doing work from one contract they have to designate money from that contract for that case worker and so on. Maybe we just fund overall case workers so they do not have to deal with all that paperwork. We are going to be working much more closely with them to get more efficient and get better. He expects it to be a different relationship next year for Youthworks and everyone else. Any unnecessary burden or bureaucracy needs to go away. The City is deploying results based accountability. Rich Brown is working on that. In doing that we need to align with our contractors and partners. What are we asking them to do and what are we tracking. Is it truly the most meaningful goal. What is material and what matters and everything else get rid of.

Mr. Brown said Youthworks is an incredible resource for the City. They are tackling one of our biggest challenges in the City, how to engage youth. We support them. Mr. Trujillo drafted up an additional amendment for clarity which is before you. This was the hardest one to make cuts on. They are tackling some of the toughest conditions on the ground. None of this was taken lightly. Youthworks and SFB, 2 contracts, constitute almost 50% of our entire operating budget so you have to look harder at those higher numbers. We are committed to work closely with them to find other opportunities and to market and promote them with Liz Camacho's help.

Melynn Schuyler and Devin Baldwin, Youthworks.

Ms. Schuyler said she is the founder and director of Youthworks. It has been in operation for 17 years. Information was distributed which is attached herewith to these minutes as Exhibit "1". Ms. Schuyler reviewed the information.

Ms. Schuyler said our work is developing a better work force. We have met or exceeded all of our goals and requirements in the contract. We are about apprenticeship and job placement.

Mr. Baldwin said we spend a lot of time working with these young people to identify their skills and helping with basic life skills. We are starting at the ground level with a lot of these young folks and we move up from there. We are exposing them to opportunities. If you are not exposed to something you don't know it is a possibility. A lot of them don't have people around them who can introduce them to possibilities. If they are unsuccessful we start over with them. We work a lot with the Santa Fe Chamber of Commerce and connect with their job fair. They are a great partner. If we have young people who are invested they can stay here and help grow the community. They are potential young talent that hopefully we can keep here. We work with them on jobs and life skills and we do mentoring.

Ms. Schuyler said we are partnerships with the college and businesses. We were caught off guard with a \$40,000 cut. She and Matt have had multiple conversations about the cut and that fact that they had no chance to plan for it. We wanted this Committee to know that this is a very difficult thing to have happen to us.

Her job is to speak up on their behalf and to ask that you invest more, not less, in young people this age to harness and empower them to make positive gains instead of negative. We do need more support. Without this kind of resource this community has a very big problem. We are asking for your support and awareness of these issues.

Ms. Bradshaw-Eakes said she is sorry to see you lose that funding. As she is for all of these. Are there other funding sources and things we can do to help you. What is your broad base of funding.

Ms. Schuyler said she is constantly doing grant writing. This Administration cut our Federal funding. We are in the midst of applying for other monies. We are working with USDA and others to attract young people into the workforce.

Ms. Bradshaw-Eakes said you do have a diversity of funding and the program will continue.

Ms. Schuyler said yes it will.

Mr. Higgins asked how many people get GEDs.

Ms. Schuyler said most of our young people come in and want to complete their education. The average grade level people arrive with is 3rd grade and they are up to age 24. It can take a while.

Mr. Higgins asked over the past 12 months how many GEDs have been achieved.

Ms. Schuyler said 48 and there are others in the process. That is about average. We also work on housing with them.

Mr. Higgins said that is a commendable number.

Ms. Schuyler said we have to be very flexible. We individually work with each of them.

Mr. Fiens said funding aside, he may be able to help and will talk with you all outside the Committee. What are your top needs right now.

Ms. Schuyler said we had to make a decision what to do with this cut. This fund allows us to subsidize an employer so they will take on a young person who may not make it. We cut youth wages and almost fully eliminated a support position. She is looking to try to get an Americorp Vista person.

Mr. Fiens said a statement you made touched him. It was kids not knowing what their possibilities are. He recalls having such a narrow vision of the world when he left

college. Are you looking at producing videos to touch the young people with possibilities. Are you in a position to push out messaging.

Mr. Baldwin said we do use social media. The biggest challenge is having a dedicated person who can spearhead and head up social media updates. One area that he feels could be very supportive is spreading awareness that this opportunity is available for employers to invest in youth in business and help them get involved. We have some great local businesses and organizations in the community who have embodied that idea. Our young people are not perfectly polished, but with coaching and mentoring that can come around. Opening up a funnel of opportunity that we can present to young people would be great.

Mr. Brown said another area of need is how to get contracts of work for the different areas they work with, such as culinary. He is working with finance to look at our procurement operations to work with Youthworks and other organizations to create other revenue sources and opportunities.

Dr. Bustamante said she commends the good work that Youthworks does. Thank you for the continued effort.

Chair Abeyta said he is very familiar with Youthworks in his professional life with the Boys and Girls Club. He will follow up with you and Mr. Brown to talk about your contracts to see how we can consolidate this funding and restore the \$40,000 in 6 months.

MOTION A motion was made by Mr. Fiens, seconded by Dr. Bustamante, to approve this contract.

This motion was amended.

Mr. Brown said there is a correction on page 2, 2A. The text was incorrect. The cumulative amount is \$506,610.

Both Mr. Feins and Dr. Bustamante said they are ok with that.

MOTION A motion was made by Mr. Fiens, seconded by Dr. Bustamante, to approve this contract as amended.

VOTE The motion passed unanimously by voice vote.

Chair Abeyta asked Matt to coordinate a follow up meeting as he requested.

3. PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 3

- SCORE RFP 15/38/P

Mr. Trujillo introduced the 2 members of SCORE who were present. Roger Gullickson and Marcia Swain.

Mr. Trujillo said SCORE had a really good year. They were required to do 12 training events. As of today they have done 11 of those. They have done 3 marketing events, 4 events on line and on social media and a women to women start up essentials training. They are working on a June 20th Spanish language training which will be the 12th training of the year. They have robust socioeconomic data that they provide for all their events.

Roger Gullickson, Marcia Swain, SCORE

Ms. Swain said our chapter of SCORE serves Santa Fe and northern New Mexico and is one of over 300 chapters nationwide. We provide mentoring and free programs to help local communities to create and grow employers and work force. Employment in the nonprofit sector is a significant portion of the local economy. 14%. We provide education and mentoring for nonprofit organizations. During fiscal year 17/18 we produced 11 programs and are getting ready to do the 12th. They were geared more this year to a workshop format rather than seminar format. People like hands on experiences. Roughly 60% to 65% of the people who attend were women. We are looking to diversify our mentoring base so we have more women mentors to meet that population. We have a strong southside presence. One of our mentoring offices is in the SFBI. Art is a significant driver of the economy here. We noticed that many students who come to our programs are artists. We are starting to structure programs to the needs of the art community. Diversification is on our map. We don't have final figures yet with one more program out, but the total attendance of 11 was 341 people. An average of 25 to 30 per event. That is an increase of 10% over the previous fiscal year. We are seeing more Hispanic attendance as well. The women's panel we did was attended by 31 people and at the end of the program, based on a show of hands, everyone wanted more SCORE sponsored business women events. The new scope of services is for 8 events.

Mr. Gullickson said with this 1/3 cut in seminars roughly 100 fewer business people will be receiving assistance. We found in serving 300 people a year it is a really a strong way to grow the economy. Demographics have changed. We are seeing more younger entrepreneurs. Also there is almost a 46% conversation rate of people who attended to becoming clients of SCORE.

Ms. Swain said our membership in our local chapter is 30 mentors. We are all volunteers. SBA funds less than \$7,000 a year. We are concerned if our numbers go down that will impact us negatively at a Federal level. They want to see increases year to year.

Mr. Feins said you are seeing record numbers and you started offering advanced classed that were gobbled up immediately. All is going well. This is a small amount of money to put into something to help people get started and to advance. Do you archive your events for people who cannot attend.

Ms. Swain said we would like to do that, but are prohibited due to budget. Maybe we can have students film our events through partnerships. We are engaging in social media.

Mr. Feins said we have a very successful organization getting a small amount of money where if they archive it more people could participate.

Mr. Trujillo said this year in the fall they did a video of the Taos event. The problem is they film the whole thing and we don't have staff to edit it.

Mr. Gullickson said we are working on the ability to live stream them. That would be ideal. The biggest cost is editing the video.

Mr. Higgins said everyone in this room agrees these programs are beneficial to the community. He was wondering, do you groups talk to each other.

Mr. Gullickson said yes, we work with WESST and SBDC who promote our programs. We promote theirs. The Incubator provides a basic level of education and we have started sending clients to them. We have a strong relationship with Santa Fe Community Foundation as well.

Dr. Bustamante said there is an ongoing effort through the college to have an Entrepreneurship network. We are trying to create to leveraging more.

Ms. Bradshaw-Eakes said Finance New Mexico also sends people to you. Of your 33 mentors do any speak Spanish.

Mr. Gullickson said a couple speak basic Spanish. We had a Spanish mentor and he passed away. We are searching for a new mentor who speaks Spanish and women mentors. That is a weakness we have and are trying to fill.

Mr. Brown said from the EDRC meeting a request was made for us to look at our marketing budget to see if we have money to offset a new responsibility SCORE has to produce materials for the events they put on. We had been doing that for them. We are looking at that.

MOTION A motion was made by Dr. Bustamante, seconded by Mr. Feins, to approve the contract.

VOTE The motion passed unanimously by voice vote.

**4. PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 2
- MAKE SANTA FE RFP 16/37/P**

Mr. Brown said this is the one we are increasing to \$25,000. The rationale is two fold. They are adding an entirely new service which is Women's Advanced Tools and Techniques program. The second is we focused this renewal on the programs providing resume training. Third is MAKE services in some instances the Youthworks students and more broadly similar groups. There is a need to serve women entrepreneurs and learn new business skills.

Zane Fischer, Kent Riggs, MAKE Santa Fe.

Mr. Fischer said this is a community Makers Space. Their scope with the City is around certification programs. Youth pre-entrepreneurship. They train in traditional tools, wood and metal work, 3 D printing , laser cutting and other things. We rely on being a partner with Youthworks for that. We are also addressing issues around transportation and food insecurity. We possibly are going to go into jobs or a more rigorous apprentice program. We are a certified program. We offer certifications from the Department of Labor. A GED is necessary for that program. We received approval from Workforce Development and the Higher Education Department to get on their lists and to obtain more funding. These are certifications that an employer can trust and that they can put on their resumes. We make sure students who graduate have a full year of use of the Makers Space to advance their knowledge. We have seen a specific need for women and women only groups where they can feel more comfortable with the equipment. Our constituents have said this is something they want. We do certifications on tools and we are in a national conversation with other Makers Spaces around the country to develop a standardized certification. He passed around his data numbers which is incorporated into these minutes as Exhibit "2".

Mr. Feins said the National Association of Makers had their first conference in Santa Fe. We are a leader and rising star in this. It is important that MAKE Santa Fe continues to evolve and take a leadership position.

MOTION A motion was made by Ms. Brooks, seconded by Ms. Bradshaw-Eakes, to approve the contract.

VOTE The motion passed unanimously by voice vote.

**5. PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 1
- RDC/VAF**

Mr. Brown said with RDC and VAF this contract is different than others and represents strategic planning. How do we put money in our community as close as possible into the hands of the people who need it. The funds we provide are awards

funds. 100% of the money goes to entrepreneurs who compete and win. He commends the process. It is rigorous and high quality. There is a history of return on investment. This year we are proposing \$25,000. The total amount they secure is \$200,000. In return the City can be assured that 50% to 75% is going to Santa Fe businesses.

Val Alonzo, RDC/VAF.

Mr. Alonzo said we serve 7 counties and have been around for 21 years. Today we are talking about the venture acceleration fund. This program started in partnership with the Los Alamos National Lab. The County of Los Alamos invests in this as well. You are investing \$25,000 in this fund. Detailed information was handed out which is incorporated into these minutes as Exhibit "3". Mr. Alonzo reviewed the handouts.

Mr. Alonzo said we are very careful about how we fund companies. We are always looking to leveraging dollars.

Ms. Bradshaw-Eakes asked with the announced change in the management of LANL are you at risk at all.

Mr. Alonzo said we are already talking to them and we are hopeful. We are written into the contract. It may not be called the same thing, but it may be more funding.

Mr. Rich Brown said he has been working with Val's colleague so that for all the companies who did not get a fund awards we are going to visit all of them to see how the Economic Development Department can be of assistance.

Ms. Bradshaw-Eakes said you had training session for those companies who did not get funding. Where did the funding come from.

Mr. Alonzo said from other sources of partners. We have 45 to 50 applicants and we fund 5 or 6. We continue the process with them including Economic Development.

MOTION A motion was made by Dr. Bustamante, seconded by Ms. Bradshaw-Eakes, to approve the contract.

VOTE The motion passed unanimously by voice vote.

IV. INFORMATIONAL ITEMS

None.

V. ITEMS FROM THE COMMITTEE

Mr. Feins said the Emerging Media Alliance is an intersection of art, science and technology in Santa Fe. A lot of people don't know about this and are not aware that this is a moment in time. Currents is happening now and is a very unique event. With the 2 of these things we can put Santa Fe on the map as global leaders. It will take care and feeding from the community. The launch is tomorrow night at El Museo at 7:00 pm. The goal is to attract tourists, but bigger than that it is to attract young entrepreneurs who want to practice in emerging media. Please attend if you can.

VI. ITEMS FROM STAFF

None.

VII. ITEMS FROM THE CHAIR

None.

IV. ITEMS FROM THE PUBLIC

None.

**V. NEXT MEETING DATE
JULY 11, 2018**

Mr. Trujillo said Matt is going to be out of town on July 11th so we are looking to reschedule the meeting for the following week on the 16th or 18th.

Chair Abeyta said our next meeting will be July 16th at 11:00 am.

VI. ADJOURN

There being no further business before the Committee the meeting adjourned at 12:30 pm.

Councilor Roman Abeyta, Chair



Elizabeth Martin, Stenographer

Action Items



DATE: August 2, 2018

TO: Economic Development Review Sub-Committee
Economic Development Advisory Committee
Finance Committee
City Council

FROM: Matt Brown, Director, Office of Economic Development.

RE: Economic Development Renewal Agreements for FY 2018/2019.

Action Requested:

Staff requests approval of two professional service renewal agreements representing significant economic investment for the Office of Economic Development program portfolio. Funding for these agreements was included in the Fiscal Year 2018-2019 budget for the Office of Economic Development and will be allocated from Business Unit 22116, Line Item 510300. The funding amount for the attached professional service agreements is \$170,000. The professional service agreements are as follows:

- Santa Fe Business Incubator, Amendment No 2 - RFP 16/38/P - \$150,000.
- Santa Fe Chamber of Commerce after assignment by Andrea Romero Consulting – MIX.

Background:

The City of Santa Fe's Economic Development Plan (the Angelou Plan), was adopted in 2004. The Angelou Plan organized the community's understanding of economic development and set the key goal as diversifying Santa Fe's economy so that Santa Fe is not dependent upon its traditional employment bases of government and tourism. In 2008, the "Strategy for Implementation" was adopted by the City Council. The economic development strategy focused and refined the Angelou plan to five target industries (technology, media, green, arts & culture and knowledge based) as well as three areas of focus (business development, workforce development and sites & infrastructure). In 2012, a strategic update was done through the City Business and Quality of Life (CBQL) Committee. The 2012 update focused on

entrepreneurship and business retention and expansion as a means of strengthening local business and the local economy which laid the ground work for a vibrant future.

In 2015 and 2016, two RFPs were issued to achieve the goals of the economic development plans and implementation strategy. These RFPs were focused on workforce/talent development and business development/entrepreneurship. The proposals selected were based on their potential diversify Santa Fe's economy and build/retain a skilled workforce as Santa Fe strives to be the best city to live and raise a family.

Item and Issue:

Staff recommends approval of the program portfolio of professional service agreements for FY 2018-2019 as described in the following section. These agreements align to the budget that was presented earlier this year for FY – 2018-2019 and adopted by the governing body.

Business Development & Entrepreneurship

- ***Santa Fe Business Incubator (\$150,000)*** – The Santa Fe Business Incubator (SFBI) provides space, programming and other resources to enable business leaders to develop high-wage, high-growth businesses that attract capital, generate revenue and broaden the local tax base, while also serving smaller, local entrepreneurs. SFBI is located in the south side of Santa Fe at the corner of Airport Road and Paseo del Sol. SFBI incubation services include a bio-science lab, a Fablab and community co-working space. This is a renewal that brings the contract total over three years to \$555,000 and represents a reduction from the prior year which was \$200,000. SFBI has graduated an average of six businesses per year since 2015. In FY 2017-2018, the economic information for SFBI client businesses were as follows:
 - ✓ Annual Payroll of Client Companies: \$4.1 million
 - ✓ New Jobs: 39 (20 FTE)
 - ✓ Total Full time employees/contractors: 73
 - ✓ Total Part-time employees/contractors: 43
 - ✓ Annual Investment (money attracted by companies): \$3.4 million
 - ✓ Sales Revenue Generated by Client Companies: \$5.1 million
- ***Santa Fe Chamber of Commerce MIX Santa Fe/bizMIX (\$20,000)***- The Santa Fe Chamber of Commerce Opportunities Fund has been assigned as the contractor for the remainder of the agreement or provide services to support the coordination and organization of all MIX activities including: events, bizMIX, other special projects, strategic planning, volunteer deployment, communication and sponsor development. BizMix is an important part of the Santa Fe entrepreneurial ecosystem because of the networking, business plan competition and other resources provided to young entrepreneurs. This is a renewal and brings the contract total over four years to \$128,000, and represents a reduction from \$40,000 in the prior fiscal year. In FY 2017-2018, the deliverables for MIX are as follows:

- MIX/bizMIX hosted nine events (five large networking events, and five bizMIX focused events), with total annual attendance of more than 1,800.
- Attendance at MIX networking events averaged 338; with roughly 60% being under forty, and 31% being new attendees, according to survey data.
- Total community sponsorship and leverage (not including volunteer time) amounted to roughly \$110,000 between MIX and bizMIX.
- bizMIX has grown. In 2017, 17 teams graduated. Some highlights of recent graduates:
 - ✓ 2017 Grand Prize winner Paleteria Oasis opened a new location in July 2018
 - ✓ Cash prize winner *One for Neptune*, maker of sustainable and healthy seafood based jerky, was recently featured in a Forbes Magazine article titled '*The Five Biggest Startup Opportunities In Agtech Today*' .
 - ✓ 2015 graduate, *Squash Blossom Foods*, won the City of Santa Fe Small Business of the Year Award and NMSBA Business of the Year Award.

Item 1

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0707**

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

RECITALS

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

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

1. SCOPE OF WORK

Article 1, Paragraph J of the Agreement is amended so that Article 1, Paragraph J reads as follows:

J. Provide a final report, inclusive of all quarterly reports described in Paragraph I, within 45 days after the submission of their final invoice. The Parties understand that a final invoice may be delivered as soon as April 1, 2019, representing cumulative invoicing totaling the amount set forth below in Compensation in a nine (9) month period from August 1, 2018. In addition to quarterly report metrics, other key metrics, mutually agreed upon, shall be gathered and set forth in the final report.

2. COMPENSATION

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of one hundred fifty thousand dollars (\$150,000), so that Article 3, Paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed five hundred fifty five thousand dollars (\$555,000), inclusive of applicable gross receipts taxes.

3. TERM AND EFFECTIVE DATE.

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

A. This Agreement shall be effective July 1, 2018 and terminate on June 30, 2019, unless sooner pursuant to Article 6 infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, Amendment No. 1 and the Agreement remains and shall remain in full force and effect, in accordance with its terms.

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

CITY OF SANTA FE:

CONTRACTOR:
SANTA FE BUSINESS INCUBATOR

ALAN WEBBER, MAYOR

Date: _____

NAME & TITLE

Date: _____

CRS # _____ 02-283987-00-9
City of Santa Fe Business
Registration # _____ 18-65070

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-0707**

ITEM # 17-0679

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 2, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Business Incubator (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

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

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

1. COMPENSATION

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

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed four hundred five thousand dollars (\$405,000), inclusive of applicable gross receipts taxes.

2. TERM AND EFFECTIVE DATE.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that

Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2018, unless sooner pursuant to Article 6 infra.

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

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, and the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

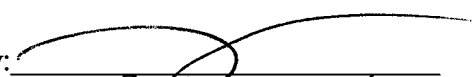


JAVIER M. GONZALES, MAYOR

Date: 7/7/17

CONTRACTOR:

SANTA FE BUSINESS INCUBATOR

By: 

MARIE LONGSERRE

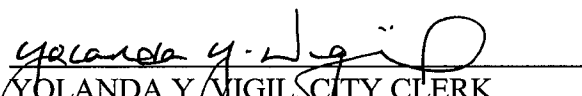
Date: 7/28/2017

CRS # 02-283987-00-9

City of Santa Fe Business

Registration # 17-65070

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 6/28/17

APPROVED AS TO FORM:

NDM 6/9
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

Adam K. Johnson
ADAM K. JOHNSON, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

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

1. SCOPE OF SERVICES

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

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

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

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

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

entrepreneurs, collateral materials and referrals to business resources.

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

D. Operation of the shared bio-science laboratory.

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

F. Work collaboratively with other key community economic development entities to provide additional assistance and resources for clients, and refer clients and others to appropriate resources and programs in the community as needed.

G. In order to help further a city wide data collection effort to better understand the local

entrepreneurial and workforce community, programs and constituent needs, SFBI agrees to contribute requested internal (non-confidential) data to the City's economic development data staff or contractor and to make every reasonable effort to align data collection efforts to inform this effort.

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

I. Provide quarterly reports (see Exhibit A, Sample Quarterly Report) which include information managed in, but not limited to, the Incutrack software system and the following:

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

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

(3) Sales and revenue, and the amount of investment attracted and loans received.

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

(5) Develop and distribute a bi-annual online survey to program participants, through Incutrack.

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

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

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

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

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

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor a sum not to exceed two hundred five thousand dollars (\$205,000) inclusive of gross receipts taxes.

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

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed and satisfactory deliverables achieved. The Contractor shall also report on expenses in at least four categories: staffing (payroll, benefits, travel, training, etc.), property (make ready, other property costs), Equipment (shared, technology, IT, software, etc.) and program (events, associations, etc.).

The Contractor shall invoice quarterly for services provided in an amount that does not exceed forty percent (40%) of the total compensation for any given quarter and in an amount which reflects the accounting for costs and expenses.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate amended to June 30, 2017, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to three additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by

notifying Contractor in writing at least 45 days prior to the expiration.

6. TERMINATION

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

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

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

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

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 or other evidence of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

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

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

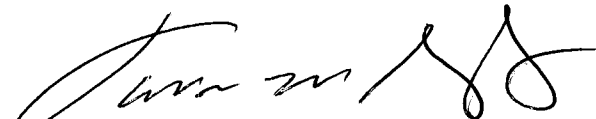
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

Contractor:
Santa Fe Business
Incubator
3900 Paseo Del Sol
Santa Fe, NM 87505

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

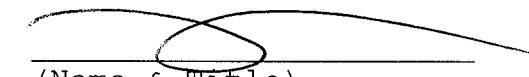
CITY OF SANTA FE:


JAVIER M. GONZALES, MAYOR

DATE: 8/2/16

CONTRACTOR:

SANTA FE BUSINESS INCUBATOR



(Name & Title)
MARIE LONGSERRE, PRESIDENT + CEO
DATE: 8/24/2016

CRS # 02283987009
City of Santa Fe
Business
Registration # 16-65070

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 7/27/16

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY
7/6/16

APPROVED:


OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT
7-27-2016

22116.510340
BUSINESS UNIT/LINE ITEM

EXHIBIT A

SFBI SAMPLE REPORTS

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

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

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

II. QUARTERLY METRICS REPORT. Percentage of clients reporting in quarter: ___%

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

A. Core Client Companies Total: ___#

i. Client Company Tenants Total: ___#

ii. Client Company Affiliates: ___#

B. Other Members Total: ___#

i. Co-Working: ___#

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

iii. Other: ___#

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

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

i. New Client Company Tenants Total: ___#

ii. New Client Company Affiliates: ___#

B. New Members/Other in the Quarter: ___#

i. New Co-Working: ___#

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

iv. New Other: ___#

C. Total estimated, aggregate number of participants in incubator hosted trainings, business development activities and events in Quarter: ___#

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

- A. Resident Service Providers, Business Development Organizations, Partners.
See list in attachment #x.
- B. Hosted Service Providers, Business Development Organizations, Partners. See attachment #x.
- 4. Types of Clients and Participants
 - A. Current Clients and Members by Type. Companies involved in multiple categories are counted in most applicable category:
 - i. Technology Development, Services, Other
 - 1. Bio-Tech/Life Sciences __#__
 - 2. Software/IT __#__
 - 3. Energy __#__
 - 4. Green Tech (other than energy) __#__
 - 5. Material Science __#__
 - 6. Other Technology as self-defined __#__
 - ii. Manufacturing
 - 1. Technology Manufacturing __#__
 - 2. Other General Manufacturing __#__
 - iii. Non-Technical, Service Providers, Other as self-defined: __#__
 - iv. Other/ Self Defined: __#__
 - B. New Clients and Members by Type. Companies involved in multiple categories are counted in most applicable category:
 - i. Technology Development, Services, Other
 - 1. Bio-Tech/Life Sciences __#__
 - 2. Software/IT __#__
 - 3. Energy __#__
 - 4. Green Tech (other than energy) __#__
 - 5. Material Science __#__
 - 6. Other Technology as self-defined __#__
 - ii. Manufacturing1. Technology Manufacturing __#__
 - iii. Other General Manufacturing __#__
 - iv. Non-Technical, Service Providers, Other __#__
 - v. Other/ as self-defined __#
 - C. Any notable observation or trends from general inquiries from program applicants and participants and others on their need and type of assistance requested.
- 5. Client Graduates/Exits in Quarter. Total: __#__
 - A. Tenant: -#-
 - B. Affiliate Companies: __#__
 - C. Other members: __#__ D.

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

6. Note observations and trends in business assistance requests and referrals, including common types of technical assistance requested.
7. Infrastructure provided (per Scope of Services). Describe notable changes or adaptations of the following quarterly:
 - A. Describe Notable Changes to Facility Provisions of:
 - i. Client Rental Space
 - ii. Common areas
 - iii. Shared equipment
 - iv. IT and Telecommunications Infrastructure
 - v. Other
 - B. Describe the infrastructure needs that were identified and how those needs are being met or dealt with, and/or identified unmet needs.
8. Key Economic Impact Metrics Surveyed Quarterly:
 - A. New jobs created in Quarter (full time annual equivalent): #
 - i. Full Time employees/contractors: #
 - ii Part Time employees/contractors: #
 - B. Total Current full time employees/contractors: #
 - C. Total Current part-time employees/contractors: #
 - D. Payroll/wage: \$ xxxx
 - E. Wage Ranges paid. *Wages, see attachment #x.*
 - F. Number of high-wage jobs: #
 - G. Total Sales and/or revenue: \$ xxxx
 - H. Capital/investment funding attracted: \$xxxxx
 - I. Loan funding: \$xxxx
 - J. Grant/contract/research grants-contracts/other revenue: \$xxxxx
9. Developments of note or special interest
 - A. Client company highlights:
 - B. SFBI highlights
 - C. Other
10. Description of support/services offered and notable program successes and impacts. Attach training and business development activities and events list; see attachment #x.
 - A. Core tenant clients and affiliates
 - B. Co-working members
 - C. Launch pad or Runway, pre-incubation participants, other
 - D. General inquiries and walk-ins
 - E. Co-located and collaborative service providers
11. Narrative update on any anticipated program plans, changes and goals.
12. Provide data about applicants and clients in graphic form
 - A. Graph client income and payroll by quarter.

III. ANNUAL REPORT: Key Economic Metrics in Aggregate

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

EXHIBIT B - Communications for Events and Activities

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

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

American Hallmark Insurance Company of Texas

777 Main St Ste 1000 Fort Worth, TX 76102

COMMERCIAL GENERAL LIABILITY**RENEWAL DECLARATION****POLICY NO. 44-CL-414673-19/000**

RENEWAL OF 44-CL-000414673-18

NAMED INSURED AND MAILING ADDRESS**AGENCY AND MAILING ADDRESS****7149**REGIONAL DEVELOPMENT CORPORATION
PO BOX 2698
ESPANOLA NM 87532BLUE CHIP INSURANCE AGY, INC.
PO BOX 5355
SANTA FE NM 87502

POLICY PERIOD: From 06/05/2016 to 06/05/2017 AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

LIMITS OF INSURANCE

GENERAL AGGREGATE	\$	2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE	\$	INCLUDED	
PERSONAL INJURY & ADVERTISING INJURY	\$	1,000,000	
EACH OCCURRENCE	\$	1,000,000	
DAMAGE TO PREMISES RENTED TO YOU	\$	100,000	ANY ONE PREMISES
MEDICAL EXPENSE	\$	5,000	ANY ONE PERSON

STATE - 1

LOCATION OF ALL PREMISES YOU OWN, RENT OR OCCUPY:

LOC # 1: 706 BOND ST	ESPANOLA, NM 87532
LOC # 2: 1704 LENA ST	SANTA FE NM 87505

LOC CLASSIFICATION	CODE	PREMIUM BASIS	PMS RATE	PDTS RATE
1 BUILDINGS OR PREMISES - OFFICE - NOT-FOR-PROFIT ONLY PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61227	AREA	1,600 118.965	INCL
2 BUILDINGS OR PREMISES - BANK OR OFFICE - MERCANTILE OR MANUFACTURING - MAINTAINED BY THE INSURED (LESSOR'S RISK ONLY) - OTHER THAN NOT-FOR-PROFIT PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT	61217	AREA	500 35.923	INCL

HIRED AUTO LIABILITY PREMIUM \$ 120

NON-OWNED AUTO LIABILITY PREMIUM \$ 49



WESTFIELD
INSURANCE

Sharing Knowledge. Building Trust.®

COMMERCIAL PACKAGE POLICY
RENEWAL
COMMON POLICY DECLARATIONS

34

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

30-02031

PROD.

000

SANTA FE BUSINESS INCUBATOR
3900 PASEO DEL SOL
SANTA FE NM 87507

HUB INTERNATIONAL SW LTD
2044 GALISTEO STE 2
SANTA FE NM 87505-2100
TELEPHONE 505-982-4296

Policy Number: CWP 7 331 729

| 11 |

WIC Account Number: 3070000637

| Q

**Policy
Period**

**From
To**

11/18/15
11/18/16

**at 12:01 A.M. Standard Time at your
mailing address shown above.**

Business: BUSINESS SERVICES PROVIDER

Named Insured is: NON-PROFIT ORGANIZAT

**In return for the payment of the premium, and subject to all terms of this
policy, we agree with you to provide the insurance as stated in this policy.**

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS

COMMERCIAL PROPERTY COVERAGE PART	\$	7,446.00
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$	1,464.00
COMMERCIAL AUTO COVERAGE PART	\$	54.00
COMMERCIAL INLAND MARINE COVERAGE PART		Included
CRIME AND FIDELITY COVERAGE PART		Included
COMMERCIAL UMBRELLA COVERAGE PART	\$	750.00
TERRORISM INSURANCE COVERAGE	\$	97.00

Policy Annual Premium \$ 9,811.00

Total Advance Annual Policy Premium \$ 9,811.00

The above is a summary of your coverages. For more detail,
please refer to the individual coverage parts inside your policy.

Forms and Endorsements applicable to all coverage parts:

IL0019 0488 , IL0017 1198 , ID7004 0411 , IL0003 0908 .

COUNTERSIGNED: 11-16-15

Date

BY Emily Harman

Authorized Representative



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RENEWAL COMMERCIAL PROPERTY DECLARATIONS

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

30-02031

PROD.

000

SANTA FE BUSINESS INCUBATOR
3900 PASEO DEL SOL
SANTA FE NM 87507

HUB INTERNATIONAL SW LTD
2044 GALISTEO STE 2
SANTA FE NM 87505-2100
TELEPHONE 505-982-4296

Policy Number: CWP 7 331 729

| 11 |

WIC Account Number: 3070000637

| Q

Policy
Period

From
To

11/18/15
11/18/16

at 12:01 A.M. Standard Time at your
mailing address shown above.

DESCRIPTION OF PREMISES

Loc Bldg Address, City & State

Construction

Occupancy

001 001 3900 PASEO DEL SOL
SANTA FE, NM 87507

Non-
Combustible

MULTI OCCUPANCY LRO

001 002 3900 PASEO DEL SOL
SANTA FE, NM 87507

Masonry Non-
Combustible

LRO AND OFFICE

COVERAGES PROVIDED - Insurance at the described premises applies only for coverages for which a limit of insurance is shown. **OPTIONAL COVERAGES** applicable only when entries are made in the schedules below:

Loc Bldg	Coverage	Coins	Infl. Guard	Repl. Cost	Limit of Insurance	Premium
	Blanket Building	100%	4%	See Below	\$4,058,000	\$6,737
	Blanket Business Pers Prop	100%	N/A	See Below	\$99,000	\$492
001 001	Building	Blkt	Yes	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 001	Business Personal Property	Blkt	N/A	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 001	Bus Income incl Rental Value		N/A	N/A	12 mos. ALS	\$16
	Cause of Loss: Special					
001 002	Building	Blkt	Yes	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 002	Business Personal Property	Blkt	N/A	Yes	Blanket	Blanket
	Cause of Loss: Special					
001 002	Bus Income incl Rental Value		N/A	N/A	12 mos. ALS	\$14
	Cause of Loss: Special					

OPTIONAL COVERAGES

Loc Bldg Applicable to

Option Description

Premium

001 001

Tier 1 Expanded Property Endt

\$107

001 002

Tier 1 Expanded Property Endt

\$80

Total Advance Annual Property Premium \$ 7,446.00

Mortgage Holder

Loc Bldg

001 001 CITY OF SANTA FE ECONOMIC
DEVELOPMENT DIVISION
PO BOX 909
SANTA FE, NM 87504

Loc Bldg

001 002 CITY OF SANTA FE ECONOMIC
DEVELOPMENT DIVISION
PO BOX 909
SANTA FE, NM 87504

Deductible is \$500

Forms and Endorsements applicable to this coverage part:

CP0030	0607*, CP0090	0788, CP7070	0712, IL0952	0115*, IL0178	0907,
CP0136	0300, IL0298	0515*, CP0140	0706, CP1032	0808, CP7097	1113,
CPDS00	1014*, CP1030	0607, CP0010	0607, CP1218	0607*, CP7096	1109,
CP0415	1000, CP0405	0402, CP1230	0695, CP0407	1091, CP0440	0607,
CP0417	0607, CP0401	1000,			



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RENEWAL COMMERCIAL PROPERTY EXPANDED COVERAGE ENDORSEMENT - TIER 1 SCHEDULE

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

30-02031

PROD.

000

SANTA FE BUSINESS INCUBATOR
3900 PASEO DEL SOL
SANTA FE NM 87507

HUB INTERNATIONAL SW LTD
2044 GALISTEO STE 2
SANTA FE NM 87505-2100
TELEPHONE 505-982-4296

Policy Number: CWP 7 331 729

| 11 |

WIC Account Number: 3070000637

| Q

Policy
Period

From
To

11/18/15
11/18/16

at 12:01 A.M. Standard Time at your
mailing address shown above.

COMMERCIAL PROPERTY EXPANDED COVERAGE ENDORSEMENT - TIER 1 SCHEDULE

This schedule modifies insurance provided under the
COMMERCIAL PROPERTY EXPANDED COVERAGE ENDORSEMENT - TIER 1

LOCATION SCHEDULE

Note: Crime Coverages included via CR 00 21 (or CR 00 25) apply on a
policy-level basis, including those locations/buildings not scheduled below.

Loc. Bldg.

No. No.
001 001
001 002

Address, City & State

3900 PASEO DEL SOL, SANTA FE, NM 87507
3900 PASEO DEL SOL, SANTA FE, NM 87507

The limits listed in Section I below are the most we will pay for each coverage
in any one occurrence unless a different limit is listed in Section II below.
(Refer to policy language for specific coverages, conditions and exclusions.)

Section I

Coverage

Limit of Insurance

Accounts Receivable (CM 00 66)	
Property At Your Premises	\$25,000
Property Away From Your Premises	NIL
Backup of Sewers or Drains	\$25,000
Brands and Labels (CP 04 01)	Included
Business Income from Dependent Properties	\$25,000
Changes in Temperature	\$1,000
Computer Coverage	
Hardware, Data and Media	\$25,000
Laptops/Portable Computers and Software (away from premises)	\$10,000
Credit Card Invoices	\$1,000
Debris Removal - Additional Insurance (CP 04 15)	
Building & Contents (Combined)	\$50,000
Deferred Payments	\$25,000
Employee Theft (CR 00 21) Or	
Employee Theft - Per Loss Coverage (CR 00 25)	\$25,000
Deductible Amount Per Occurrence:	NIL
Extra Expense	\$50,000
Fine Arts (IM 74 00)	
Max per item	\$2,500
Catastrophe Limit	\$10,000
Deductible:	NIL
Breakage:	Breakage Exclusion Applies
Fire Department Service Charge	\$10,000
(Virginia Includes Volunteer Fire Departments)	
(Increased Limits Are Not Available For Arizona)	



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RENEWAL
COMMERCIAL PROPERTY EXPANDED COVERAGE
ENDORSEMENT - TIER 1 SCHEDULE

34

COMPANY PROVIDING COVERAGE		WESTFIELD INSURANCE COMPANY		
NAMED INSURED AND MAILING ADDRESS		AGENCY	30-02031	PROD. 000
SANTA FE BUSINESS INCUBATOR 3900 PASEO DEL SOL SANTA FE NM 87507		HUB INTERNATIONAL SW LTD 2044 GALISTEO STE 2 SANTA FE NM 87505-2100 TELEPHONE 505-982-4296		
Policy Number: CWP 7 331 729		11	WIC Account Number: 3070000637	
Policy Period	From To	at 12:01 A.M. Standard Time at your mailing address shown above.		
	11/18/15 11/18/16			
Fire Extinguisher Recharge Expense		Included		
Forgery or Alteration (CR 00 21 or CR 00 25)		\$25,000		
Deductible Amount Per Occurrence:		NIL		
Foundations of Buildings		Included		
Inside the Premises - Theft of Money & Securities (CR 00 21 or CR 00 25)		\$25,000		
Deductible Amount Per Occurrence:		NIL		
Outside the Premises (CR 00 21 or CR 00 25)		\$25,000		
Deductible Amount Per Occurrence:		NIL		
Inventory and Appraisals		\$10,000		
Lock Replacement		\$2,500		
Newly Acquired or Constructed Property				
Buildings		\$1,000,000/180 days		
Business Personal Property		\$500,000/180 days		
Business Income		180 days		
Ordinance or Law (CP 04 05)				
Loss to undamaged portion of Building (if applicable)		Incl up to bld lmt		
Demolition Cost		\$50,000		
Increased Cost Of Construction		\$50,000		
Outdoor Property				
Any one tree, shrub or plant		\$1,000		
Any one occurrence		\$10,000		
Outdoor Signs		\$12,500		
Patterns, Dies, Molds, and Forms		\$10,000		
Peak Season - Automatic Increase (CP 12 30)				
Period (From/To): Annual Policy Period		Lesser of: 25% or \$50,000		
Personal Effects and Property of Others				
Any one person in any one loss		\$5,000		
Any one occurrence		\$10,000		
Pollutant Clean Up and Removal (CP 04 07)		\$25,000		
Deductible:		NIL		
Premises Boundary Increased Distance		1,000 feet		
Property in Transit		\$20,000		
Property off Premises		\$25,000		
Max per salesperson		\$10,000		
Reward Payment				
Information		\$10,000		
Stolen Property		\$10,000		
Spoilage includes Refrigeration Maintenance Agrmt, Selling Price, Breakdown Or Contamination and Power Outage (CP 04 40)		\$10,000		
Deductible:		\$500		



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RENEWAL
COMMERCIAL PROPERTY EXPANDED COVERAGE
ENDORSEMENT - TIER 1 SCHEDULE

COMPANY PROVIDING COVERAGE

WESTFIELD INSURANCE COMPANY

NAMED INSURED AND MAILING ADDRESS

AGENCY

30-02031

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SANTA FE BUSINESS INCUBATOR
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Policy Number: CWP 7 331 729

| 11 |

WIC Account Number: 3070000637

| Q

**Policy
Period**

**From
To**

11/18/15
11/18/16

**at 12:01 A.M. Standard Time at your
mailing address shown above.**

Stamps, tickets, including lottery tickets held for sale, and
letters of credit \$500

Utility Services - Direct Damage (CP 04 17)
Building \$10,000

Includes: Water Supply Property
Communication Supply Property (No Overhead
Transmission Lines)
Power Supply Property (No Overhead Transmission
Lines)

Business Personal Property \$10,000

Includes: Water Supply Property
Communication Supply Property (No Overhead
Transmission Lines)
Power Supply Property (No Overhead Transmission
Lines)

Vacancy 11% Occupied

Valuable Papers and Records (CM 00 67)
All Other Covered Property \$25,000
Property Away From Your Premises \$5,000
Deductible: NIL

**If a limit is listed in Section II, that limit will supersede the limit in
Section I for the designated coverage(s), location(s) and building(s)
listed below.**

If no limit is listed in Section II, there are no changes to Section I.

Note: If "All" is designated as the Loc. No./Bldg. No. Coverage applies to all
locations, including those locations / buildings not scheduled.

Section II

**Loc. Bldg.
No. No.**

Coverage

Limit of Insurance



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

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

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

2 Name of Contractor Santa Fe Business Incubator

3 Complete information requested ☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$205,000.00

Termination Date: June 30, 2013

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Provide Incubation services for the City.

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 \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# 16/38/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

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

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # _____ -6334

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:



City of Santa Fe

Summary of Contracts, Agreements, & Amendments

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

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

2 Name of Contractor Santa Fe Business Incubator

3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$205,000.00

Termination Date: June 30, 2017

☒ Approved by Council Date: July 27, 2016

☐ or by City Manager Date: _____

Contract is for: Provide Incubation services for the City.

Amendment # 2 to the Original Contract# 06-0707

Increase/(Decrease) Amount \$ \$150,000.00

Extend Termination Date to: June 30, 2019

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for: Provide Incubation services for the City.

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT
☒ Inclusive of GRT

Amount \$ 205,000.00 of original Contract# 16-0707 Termination Date: 06/30/2017

Reason: Provide Incubation services for the City.

Amount \$ 200,000.00 amendment # 1 Termination Date: 06/30/2018

Reason: Provide Incubation services for the City.

Amount \$ 150,000.00 amendment # 2 Termination Date: 06/30/2019

Reason: Provide Incubation services for the City.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$555,000.00



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

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

RFP# 16/38/P Date: May 31, 2016

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: 3rd of 4 year contract

example: (First year of 4 year contract)

Purchasing Officer Review

Comments or Exceptions: _____

7 Funding Source: Economic Development Fund **BU/Line Item:** 22116.510340

Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # 6334

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

June 28, 2018

Mr. Matthew Brown, City of Santa Fe Economic Development Division

Dear Matt and City of Santa Fe Economic Development Department Staff,

Thank you for working with the Santa Fe Business Incubator (SFBI) to allow time for our Board of Directors to meet and address the decreed cut in the Incubator's city contract fee by 25% (from \$200,000 to \$150,000) and respond to the scope of work change to align with the reduced contract. We also appreciate your suggestion that the city "frontload" the payments during the first 9 months of the contract in order to accommodate cash flow. We look forward to the process of a "mid-term review to see if the office can secure more funds" for the Incubator and help to "find other sources of funding or in-kind services."

We want to explain some of the restraints and opportunities that such a change to the Professional Services contract generates and explain why the Board requests the actions detailed in this letter.

We have reviewed and discussed the contractual scope of work and see no responsible way to downgrade the work we do to such an extent without altering the nature of the Incubator and threatening the outcomes and economic impact. With a 30,000 sq. ft. facility, more than half our budget is allocated for fixed costs. The remaining core of our budget supports the programming for our client companies.

Some business assistance programs are provided free to the participants. A business incubator is unique in the realm of business assistance programs since the client companies and entrepreneurs pay rent and fees for the services they receive. Our average rents are close to market rate. If we do not deliver quality programming in addition to quality infrastructure, we risk client flight and additional revenue reduction.

SFBI is a 501-c-3 not-for-profit. Over the years, we have independently raised a greater percentage of our revenue outside of the city contract. SFBI currently needs to supply approximately \$600,000 annually to make up our \$800,000 budget. About 40% of that comes from internal fees to the clients, and the rest comes from small external grants, donations and contracts that change year to year. The city's percentage of the SFBI budget has shrunk from 80% in the early years to 25% today.

The city contract with SFBI has not included a cost of living increase for 9 years, and it has been cut in each the last 2 years. A small contract of \$10,000, (initiated about 5 years ago at the city's directive), to license and operate a software program to help manage the facility and track client outcomes and economic impact was rolled into the main contract in the second year, for a total of \$210,000. Then the contract was cut over the past two years resulting in a \$10,000 reduction and current contract of \$200,000. The city investment makes the Incubator sustainable. Supplemental funding that rounds out our budget and opportunities to obtain outside contracts are often predicated on having that core support and fiscal soundness.

In years past, SFBI operated with five full-time employees plus three to four temporary or part-time employees and contractors. Without a requested cost-of-living raise from the City for nine years, and with reduced donations from philanthropic organizations and corporations after the economic downturn, SFBI reduced its workforce to three full-time employees plus three to four temporary or part-time employees and contractors at the same time taking on more contractual work from the city and other funders. The Incubator remains severely understaffed for a facility and program of its size but has continued to provide program excellence due to the extraordinary efforts of its staff and assistance from a resolute band of volunteers.

Business Incubators normally raise about half their budgets from client rents and fees. The balance primarily comes from the main sponsoring entity(s), coupled with smaller supplemental donations. The main sponsor receives the economic benefits from an Incubator which includes: job creation; company formation; increased gross receipts taxes; diversification of the local economy; local purchasing; increased business revenue and monies in the community from outside sources; expanded business investments; new career paths for youth in STEM based jobs and other sectors; encouragement of entrepreneurship in the community; increased business retention, expansion, and attraction; specialty infrastructure that supports targeted sector growth; wealth building; assistance to underserved individuals including low-income, women, and immigrant and veteran entrepreneurs; and the growth and commercialization of technologies from our research universities, colleges, and National Labs.

SFBI was formed by the City of Santa Fe for those reasons. Early economic impact projections and subsequent studies conducted by the city and state have demonstrated the city benefits financially as well as strategically from the Incubator. Past analyses have concluded the city receives between 3x to 4x return for each dollar invested in the Incubator.

The decision to build the Incubator on the South side in the Tierra Contenta subdivision was purposely and thoughtfully made by the City of Santa Fe. The objectives were to locate the Incubator near a growing workforce, provide job opportunities for nearby residents, and qualify for CDBG and HUD funding and CRA funding, as well as provide future opportunities for funding by the EDA, DOC, DOE and others. Many of those sources paid for the expansion of the Incubator from 10,000 sq. ft. to 30,000 sq. ft. and for the shared bio-science lab and other projects.

With a long history of successfully securing and managing Federal, state and other public contracts and a stellar history of 20 years of independent audits with no comments or findings, SFBI has been a beneficial partner to many collaborative programs and projects over the years. SFBI has won national and international awards and recognition for its programs, including the "International Business Incubator Program Innovation of the Year" for the Eureka Effect, a program that has been utilized by Incubators and National Labs in New Mexico and around the country. SFBI's new approach to serving its mixed-use Incubator clientele has been taught as a best practice at the International Incubation and Innovation conference and embraced by other Incubators in the United States and abroad.

Given the Incubator's business and entrepreneurial development experience, its fiscal credibility, broad networks locally and beyond, and its innovative program approaches, SFBI would like to continue to be valued and engaged as a key strategic partner in Santa Fe's economic development vision. For years the Incubator was deemed the most effective economic development activity the city engaged in. Reviews and evaluations by city staff and external sources consistently rank SFBI's performance as excellent, exceeding contractual requirements. The city has noted the Incubator has readily adapted to the changing needs and demands of entrepreneurs by the addition of such assets as the shared Bio-Lab, the Co-working space, the Fab Lab Maker Space, and a variety of program innovations.

SFBI directly helps fulfill the City of Santa Fe's "Department of Economic Development Mission: "to achieve long-term sustainable and focused economic growth by building a diverse, innovative economy with high-wage, high impact jobs that provide opportunity and prosperity for the City's residents, businesses and entrepreneurs." The Incubator is specifically mentioned four times in the City of Santa Fe Economic Development Plan. The City plan states that "It is expected that the investment by the City will fall largely into projects with a high probability of success and efficient use of resources." SFBI certainly fits that criteria. The Santa Fe Business Incubator has brought positive national and international attention and focus on Santa Fe as a great place to do business.

Therefore, the SFBI Board and staff are perplexed and concerned when a contract cut of this magnitude is ordered and at the same time the Santa Fe Economic Development Department states publically at a city budget meeting that contract cuts will allow the city to invest in other things, yet to be determined, that would be "more strategic and better financially for the City". If SFBI is viewed as less strategic, less of a good investment, and less aligned with the city's goals than unknown projects that might arise at some point, we believe it is time for a realistic conversation about the future of the Incubator in the city's plans. It would be advisable to do a thorough analysis of the alignment, or misalignment, of SFBI and the city, as well as secure an updated professional economic impact assessment of the annual revenue that is returned to the City of Santa Fe as a result of its contractual investment in the Incubator.

Our diverse Board of Directors is made up of dedicated business professionals and experts that include long-term residents and new comers; investors and entrepreneurs; bankers and financiers; and the former director of technology commercialization for Los Alamos National Labs. These outstanding volunteers are practical and business-minded executives, and they care deeply about having an economically healthy community. They believe SFBI is doing effective strategic work that benefits Santa Fe's economy and growth. Our goal is for SFBI and the City to work together to implement a new vision and further innovations. SFBI is an important hub for entrepreneurship. We believe SFBI is one of those gems "hiding in plain sight" as the Mayor says, that can be utilized to move the city forward.

When SFBI Board members are told it is the intention of the City Economic Development Department to cut funding by \$50,000 now and to continue to reduce Incubator funding in the years ahead, they are concerned about a potential disconnect between the city, the guiding plan, and SFBI.

At the June 26th, 2018 meeting the Santa Fe Business Incubator Board passed a resolution to request that an evaluation of the Incubator's activities and outcomes be undertaken and discussed with SFBI. The Board also requests that the city coordinate with the Incubator to engage an external, professional economic development analyst that the city approves of, (such as the UNM Business and Economic Research agency, or the firm that produced the Economic Impact of New Mexico Business Incubators study for the State Economic Development Department), be engaged to do an independent analysis of the financial return on investment (ROI) in the Incubator.

The Board realizes goals can change and the city may wish to alter the long-term public-private partnership with the Incubator. The Board would like to understand the nature and timing of those changes so they can thoughtfully and responsibly plan for, and contend with, resulting programmatic and fiscal challenges. Therefore, the Board also resolved and requests that the city provide clarity on its view of the role of the Incubator in the city's economic development plans.

With the understanding that the city will only enter into a contract with the Incubator in an amount of \$150,000, and the knowledge that the Incubator cannot cut \$50,000 from its budget without risking program collapse and a ripple effect on the other \$250k to \$300k it must raise each year, and with appreciation that the city is willing to review the contract by mid-year, the only change to the contract renewal that the Incubator requests is that it run for nine months from July 2018 to March 2019. The Board resolved that the requested contract language would change in item 2.A (Term and Effective Date) from June 30, 2019, to March 31, 2019.

This will allow time for the city to evaluate the Incubator's performance, analyze the financial ROI, collaborate on long-term funding strategies, and bring clarity to the Incubator Board and staff regarding the city's view of SFBI's role.

After mid-year review in December, a determination can be made regarding a contract amendment for the remaining quarter of the fiscal year from April 1 to June 30, 2019.

SFBI respectfully requests that this response letter be included in the EDRC and EDAC Committee packets so the Committee members will understand the rationale behind the Incubator Board's request for a nine month contract and the requests for evaluation, analysis, collaboration and clarity.

Sincerely,

A handwritten signature in dark ink, consisting of a long, sweeping horizontal stroke that curves upwards at the end, with a small loop underneath.

Marie Longserre, President and CEO

On behalf of the Board of Directors of the Santa Fe Business Incubator

Item 2

CITY OF SANTA FE
AMENDMENT#5 TO PROFESSIONAL SERVICES AGREEMENT
#15-0257

AMENDMENT No.5 (the “Amendment”) to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 6, 2015 (the “Agreement”), between the City of Santa Fe (the “City”) and Andrea Romero (“Romero”) and assigned to The Santa Fe Chamber of Commerce Opportunities Fund on or about June 22, 2018 (the “Contractor”) is made and entered into by and between the City and Contractor, and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

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

1. Scope of Work.

Article 1 of the Agreement is hereby deleted. A new Article 1 of the Agreement is amended so that Article 1 reads in its entirety as follows:

The Contractor shall provide services to support the coordination and organization of all MIX activities including monthly, events, special projects, strategic planning, volunteers, communication, sponsor development and interaction and more. This includes, but is not limited to:

A. Produce at least six (6) networking events per year, with emphasis on attracting younger and demographically diverse professionals, designed to facilitate interaction and connection to deepen individuals’ engagement and commitment to community. This includes staffing events and polling participants to collect information relevant for the organization and to the local economy which shall be shared with the Office of Economic Development.

B. Engage in promotion activities geared to attract professionals to events and networking activities, from a wide range of industries interested in networking and partnerships to enhance Santa Fe’s economy. This includes utilizing the MIX website, social media and other creative, low-cost marketing solutions. Additional marketing tasks includes:

(1) Communication with sponsors and other stakeholders as needed on monthly events and special projects.

(2) Regular updating of website and social media, responses to MIX Santa Fe emails and other communications.

(3) On-going management of MIX newsletter.

C. General management and operations of the MIX networking and other functions of the organization, including:

(1) Management and facilitation of regular meetings including follow-up emails, summaries and other assigned tasks.

(2) Support staff and volunteers on special projects.

(3) Gathering of information, testimonials, photos, logos and other material for promotion.

(4) Tracking and management of all financial activity including sponsor contributions and all expenditures.

(5) Coordination and development of sponsorships for MIX and special projects.

(6) Provide the City with reports describing the work performed and results achieved in the prior quarter are due the 15th day after the end of each quarter. A final report is due within 30 days from the end of the Term set forth below.

D. Other tasks as needed in consultation and mutual agreement with City staff.

2. Compensation.

Article 3, paragraph A is amended to add compensation by twenty thousand dollars (\$20,000), so that the Article 3, paragraph A reads:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed twenty thousand dollars (\$20,000) which amount in combination with compensation previously provided to Romero under the same Agreement shall not exceed one hundred twenty-eight thousand dollars (\$128,000), exclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of no more than thirty-dollars (\$30) per hour for Contractor staff or third-party providers engaged by Contractor to deliver any services described above, provided that documentation of such expenses is provided.. Contractor may also submit receipts for expenses directly related to delivering work described in Section 1 Scope of Work for reimbursement. Such amount will be deducted from the twenty thousand dollars (\$20,000) compensation limit.

3. Term and Effective Date.

Upon signatures by the City and Contractor, whichever occurs last, this Agreement shall

become effective as of July 1, 2018. The Agreement will terminate on April 5, 2019, unless sooner pursuant to Article 6 infra.

4. Agreement in Full Force.

Except as specifically provided in this Amendment, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 5 to the City of Santa Fe Professional Services Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
SANTA FE CHAMBER OF COMMERCE
OPPORTUNITIES FUND

ALAN M. WEBBER, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

CRS# _____

Registration # _____

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item

CITY OF SANTA FE
AMENDMENT No 4 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#15-0257

AMENDMENT No.4 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 6, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Andrea Romero (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall provide services to support the coordination and organization of all MIX activities including monthly, events, special projects, strategic planning, volunteers, communication, sponsor development and interaction and more.

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

1. SCOPE OF SERVICES.

Article 1 of the Agreement is hereby deleted. A new Article 1 of the Agreement is amended so that Article 1, reads in its entirety as follows:

This includes, but is not limited to:

A. Engage in promotion activities geared to attract the greatest possible number of professionals interested in networking and partnerships to enhance Santa Fe's economy. This includes utilizing the MIX website, social media and other creative, low-cost marketing solutions and other tasks as follows:

(1) Management and facilitation of weekly meetings including follow-up emails, summaries and other assigned tasks.

(2) Communication with sponsors and other stakeholders as needed on monthly events and special projects.

(3) Providing support staff and volunteers on special projects such as business plan competition, micro-funding event etc.

(4) Regular updating of website and social media, responses to MIX Santa Fe emails and other communications.

(5) Gathering of information, testimonials, photos, logos and other material for promotion.

(6) Development of and support on MIX newsletter.

B. Coordinate and develop sponsorships for MIX special projects.

C. Track and manage all financial activity including sponsor contributions and all expenditures.

D. Coordinate, manage and track annual strategic planning process.

E. Oversee BizMIX programming and execution including:

- (1) Informal reports to the City Economic Development Division at least once per month.
- (2) Staffing at MIX events.
- (3) Marketing and outreach for events.
- (4) Continuing refinement and improvement of best practices for achieving maximum participation and attendance.

F. Complete other tasks as needed in consultation with staff.

2. COMPENSATION.

Article 3, paragraph A is amended to increase the compensation by forty thousand dollars (\$40,000), so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed one hundred eight thousand dollars (\$108,000), exclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of thirty-dollars (\$30) per hour.

3. TERM AND EFFECTIVE DATE

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

June 30, 2018, unless sooner pursuant to Article 6 infra.

B. Option to Renew. The City retains the right to renew this Agreement up to one (1) additional one year terms contingent upon parties reaching an agreement as to the terms and conditions. The option may be exercised by the City by notifying Contractor in writing at least 45 days prior to the expiration.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, Amendment No 1, Amendment No. 2, and Amendment No. 3, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.4 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

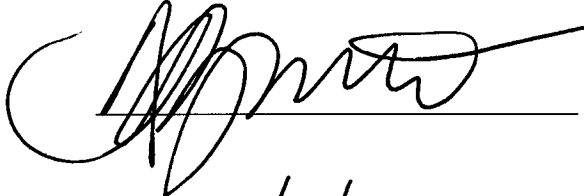


JAVIER M. GONZALES, MAYOR

DATE: 7/7/17

CONTRACTOR:

ANDREA ROMERO



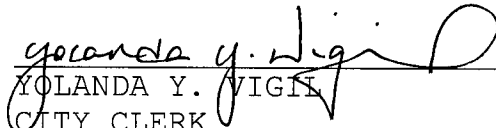
DATE: 7/11/17

CRS # 03-257553-00-0


City of Santa Fe Business

Registration # 17-00131482

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 6/28/17

APPROVED AS TO FORM:

 6/9
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:


ADAM K. JOHNSON, FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

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

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 6, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Andrea Romero (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide support services for economic development's MIX events.

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

1. COMPENSATION.

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty eight thousand dollars (\$28,000), so that Article 3, Paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed sixty eight thousand dollars (\$68,000), exclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of thirty-dollars (\$30) per hour.

2. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that

Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2017, unless terminated sooner pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

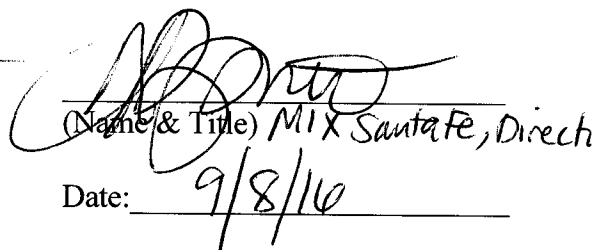
IN WITNESS WHEREOF, the parties have executed this Amendment No.3 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

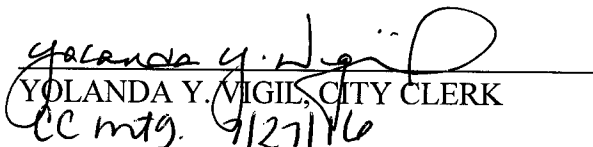
CONTRACTOR:
ANDREA ROMERO


JAVIER M. GONZALES, MAYOR

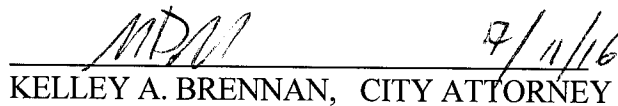
Date: 8/29/16


(Name & Title) MIX Santa Fe, Direct
Date: 9/8/16

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 9/27/16

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:


OSCAR RODRIGUEZ, FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

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

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 6, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Andrea Romero (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide support services for economic development's MIX events.

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

1. TERM.

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

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on September 30, 2016, unless terminated sooner pursuant to Paragraph 6, *infra*.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, Amendment No. 1, and the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of

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

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

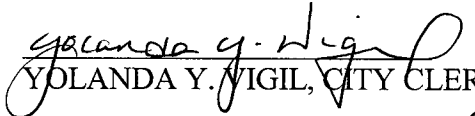
DATE: 06/27/2016

CONTRACTOR:



ANDREA ROMERO

DATE: 6/29/16

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 6/6/16
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 6-24-2016
OSCAR RODRIGUEZ
FINANCE DIRECTOR

22116.510340 
BUSINESS UNIT/LINE ITEM

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

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 6, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Andrea Romero (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide support services for economic development's MIX events.

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

1. COMPENSATION.

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty thousand dollars (\$20,000), so that Article 3, Paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed forty thousand dollars (\$40,000), exclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of thirty-dollars (\$30) per hour.

2. TERM.

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

Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2016, unless terminated sooner pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, and the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

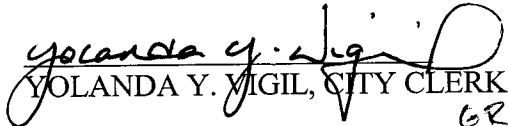
DATE: 01/20/2016

CONTRACTOR:



ANDREA ROMERO

DATE: 1/20/16

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
GR

APPROVED AS TO FORM:

 11/23/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:


OSCAR RODRIGUEZ
FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

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

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated April 6, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Andrea Romero (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide support services for economic development's MIX events.

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

1. COMPENSATION.

Article 3, Paragraph A of the Agreement is amended to increase the amount of compensation by a total of twenty thousand dollars (\$20,000), so that Article 3, Paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed forty thousand dollars (\$40,000), exclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of thirty-dollars (\$30) per hour.

2. TERM.

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

Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2016, unless terminated sooner pursuant to Paragraph 6, infra.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, and the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

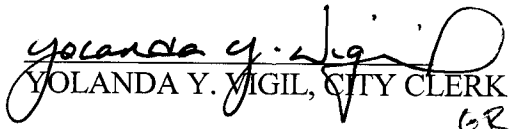
DATE: 01/20/2016

CONTRACTOR:



ANDREA ROMERO

DATE: 1/20/16

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
GR

APPROVED AS TO FORM:

 11/23/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 ASH
OSCAR RODRIGUEZ
FINANCE DIRECTOR

22116.510340
BUSINESS UNIT/LINE ITEM

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 Andrea Romero (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 services to support the coordination and organization of all MIX activities including monthly, events, special projects, strategic planning, volunteers, communication, sponsor development and interaction and more. This includes, but is not limited to:

- A. Management and facilitation of weekly meetings including follow-up emails, summaries and other assigned tasks.
- B. Communication with sponsors and other stakeholders as needed on monthly events and special projects.
- C. Support staff and volunteers on special projects such as business plan competition, micro-funding event etc.
- D. Regular updating of website and social media, responses to MIX Santa Fe emails and other communications.
- E. Gathering of information, testimonials, photos, logos and other material for promotion.
- F. Development of and support on MIX newsletter.

G. Coordination and development of sponsorships for MIX special projects.

H. Tracking and management of all financial activity including sponsor contributions and all expenditures.

I. Maintain detailed records of all financial activity.

J. Coordination, management and tracking of annual strategic planning process.

K. Oversee BizMIX programing and execution.

L. Other tasks as needed in consultation with staff.

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 twenty-thousand dollars (\$20,000), exclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of thirty-dollars (\$30) per hour.

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.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

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

6. TERMINATION

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

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

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

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

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:
Andrea Romero
1101 Hickox Street
Santa Fe, NM 87505

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

CITY OF SANTA FE:


BRIAN K. SNYDER,
CITY MANAGER

DATE: 04/06/2015

ATTEST:

Yolanda Y. Vigie
YOLANDA Y. VIGIE
CITY CLERK

APPROVED AS TO FORM:

MDM 3/26/15
KELLEY A. BRENNAN,
CITY ATTORNEY

CONTRACTOR:
ANDREA ROMERO

By: Andrea Romero

CRS # 03-257553-00-0
City of Santa Fe Business
Registration # 15-00131482

APPROVED:

Oscar Rodriguez
OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM



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 Andrea Romero

3 Complete information requested

☒ Plus GRT

☐ Inclusive of GRT

Original Contract Amount: \$20,000.00

Termination Date: December 31, 2015

☐ Approved by Council Date: _____

☒ or by City Manager Date: April 6, 2015

Contract is for: Provide support for the on-going functions of MIX Santa Fe.

Amendment # 1 to the Original Contract# 15-0257

Increase/(Decrease) Amount \$ \$ 40,000.00

Extend Termination Date to: June 30, 2016

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: Provide support for the on-going functions of MIX Santa Fe.

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

☐ Inclusive of GRT

Amount \$ 20,000.00 of original Contract# 15-0257 Termination Date: 12/31/2015

Reason: Provide support for the on-going functions of MIX Santa Fe.

Amount \$ 40,000.00 amendment # 1 Termination Date: 06/30/2015

Reason: Provide support for the on-going functions of MIX Santa Fe.

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 60,000.00



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

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

RFP# 15/29/P Date: March 1, 2015

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

7 Funding Source: Economic Development Fund **BU/Line Item:** 22116.510340

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Jessica Sandoval

Phone # xt. 6334

10 Certificate of Insurance attached. (if original Contract) ☐

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:



DATE: November 23, 2015

TO: Brian Snyder, City Manager
Oscar Rodriguez, Director of Finance

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

RE: Andrea Romero – Amendment #1

KW

BACKGROUND:

The Economic Development Division has supported MIX Santa Fe for the past five years as a key talent retention and entrepreneurial development initiative. MIX was begun as a collaboration between the City of Santa Fe, the Santa Fe Chamber of Commerce and engaged individuals. MIX has grown exponentially since its inception. The Third Thursday professional networking events have gone on for almost six years and attracted a total of more than 15,000 people. Total contributions/leverage for MIX through events, contests and special projects is around \$750,000. More than 300 organizations and businesses have been involved with MIX through events, contests (e.g. bizMIX) and special projects (e.g. REMIKE). MIX has also become a key entrepreneurial initiative through the start-up business plan competition known as bizMIX. The two 2014 bizMIX winners (companies awarded cash prizes) are currently employing more than 30 people in part-time positions in Santa Fe. In 2015, bizMIX attracted a large, high-quality cohort of finalists and record sponsorship funding making it possible for \$21,000 to be awarded to four different businesses.

Andrea Romero was selected through RFP #15/29/P. She has been performing the role of MIX Coordinator/Director since November 2014. She has successfully increased MIX sponsor funding, an annual strategic planning process, coordinating a dozen networking events and the bizMIX competition.

The Professional Services Agreement with Andrea Romero provides for services to support the coordination and organization of all MIX activities including: events, special projects, strategic planning, volunteers, communication and sponsor development. The original contract was for \$20,000 and paid at a rate of \$30 an hour beginning in the Spring of 2015. The original contract was projected to last through the calendar year. Hours are billed as worked on a reimbursement basis.

ITEM AND ISSUE:

Staff requests approval of Amendment #1 to the Professional Services Agreement with Andrea Romero. Amendment #1 adds \$20,000 to the original professional services agreement for a total of \$40,000 and extends the contract term through to June 30, 2016. Funding is budgeted in FY 2015/16 and 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 Andrea Romero (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 services to support the coordination and organization of all MIX activities including monthly, events, special projects, strategic planning, volunteers, communication, sponsor development and interaction and more. This includes, but is not limited to:

- A. Management and facilitation of weekly meetings including follow-up emails, summaries and other assigned tasks.
- B. Communication with sponsors and other stakeholders as needed on monthly events and special projects.
- C. Support staff and volunteers on special projects such as business plan competition, micro-funding event etc.
- D. Regular updating of website and social media, responses to MIX Santa Fe emails and other communications.
- E. Gathering of information, testimonials, photos, logos and other material for promotion.
- F. Development of and support on MIX newsletter.

G. Coordination and development of sponsorships for MIX special projects.

H. Tracking and management of all financial activity including sponsor contributions and all expenditures.

I. Maintain detailed records of all financial activity.

J. Coordination, management and tracking of annual strategic planning process.

K. Oversee BizMIX programing and execution.

L. Other tasks as needed in consultation with staff.

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 twenty-thousand dollars (\$20,000), exclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of thirty-dollars (\$30) per hour.

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.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

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

6. TERMINATION

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

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

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

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

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:
Andrea Romero
1101 Hickox Street
Santa Fe, NM 87505

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

CITY OF SANTA FE:



BRIAN K. SNYDER,
CITY MANAGER

DATE: 04/06/2015

ATTEST:

Yolanda Y. Vigid
YOLANDA Y. VIGID
CITY CLERK

CONTRACTOR:
ANDREA ROMERO

APPROVED AS TO FORM:

Kelley A. Brennan 3/26/15
KELLEY A. BRENNAN,
CITY ATTORNEY

By: Andrea Romero

CRS # 03-257553-00-0
City of Santa Fe Business
Registration # 15-00131482

APPROVED:

Oscar Rodriguez
OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

Informational Items



2017
B CORP
IMPACT
REPORT





We provide artists a **supportive home** to bring their boldest ideas to life.

And we're continually opening **new portals** for our community—in Santa Fe and beyond—to explore, create, and dream big for high impact.





About Us

Meow Wolf is a Santa Fe-based arts and entertainment company that creates unforgettably immersive, interactive experiences that transport audiences of all ages into fantastic realms of story and exploration.

We strive to be a visionary **Public Benefit Corporation & B Corporation** in the way we support the artists we employ, the audiences we serve, and the creative communities we foster across the country.

2008

- Started as a DIY art collective in Santa Fe.

2016

- Opened our first permanent art experience, the House of Eternal Return, and attracted more than 400,000 visits in first 12 months.

2017

- Registered as a Delaware Public Benefit Corporation Jan. 1, 2017 and certified as a B Corp that summer.

[See our score here.](#)

- **SUPPORT ARTISTS:** Grew our staff exponentially, providing salaries and benefits to more than 200 local artists.

- **BUILD COMMUNITY:** Increased community outreach, donating to nonprofits and public schools, working with students on collaborative art pieces, and providing discounts and extended learning opportunities to locals.

- **GREEN OUR HOME:** Retrofitted our exhibition with solar panels and other energy efficiency components.

Within a decade

- We're on track to become a leading creative brand in the world, one of the largest worldwide employers of artists, and a multibillion dollar company providing themed entertainment and creative experiences on the level of Disney, Universal, and Marvel.

SUPPORT ARTISTS:
Meow Wolf
is the rare
company that
views **artists**
as essential to
every aspect of
our business.



We employ nearly 300 people: more than 200 artists and creatives full time, and over 80 operational employees at our Santa Fe exhibit—all receiving **living wage salaries** and benefits.

Our **employee benefits** serve our team and also the Santa Fe community. Benefits include: 100% health coverage, dental insurance, gym membership, classes at the local community college, discounts at local shops and restaurants, and more.

60 artists **show their work** in the House of Eternal Return **gift shop**, earning 60% of the profit: rates much benefits serve our team and also the

We support local creatives, with more than 50% of our vendors in state.

Many employees also **share ownership**. 125 co-owners hold stock options that account for almost 15% of the company.



SUPPORT ARTISTS: TEAM MEMBER PROFILE:

Meow Wolf helped me re-create my career in production arts, exit the welfare system, and find new confidence.

I dropped out of film school in my junior year at UNCSA, had two kids, and spent many years trying to rebuild my creative career. After seeing a Meow Wolf exhibition in 2011, I realized they were doing what I wanted to do: set design outside of theater and film, for purely experiential art.

I joined the group in 2015 during the build of the House of Eternal Return. After it opened, I joined the operations team. Last July, I moved from operations to our Creative Studios team, in art production. Last year, I sold collaged and refashioned clothing and postcard images of my art at the gift store, making great returns. At the moment, I'm learning lots of new skills to create our work: including software, tools, and material mediums.

—Lisa “Newt” Russell, Art Production



OUR ARTISTS HAVE SHARED OWNERSHIP OF THE IP THEY HELP CREATE.

Nick Toll was a contributor to the *House of Eternal Return* and is a full-time employee.

Last year, he developed a new product, the *Experience Tube*, “an analog social media device,” which received wild success in the news and sold out instantly. Nick owns 100% of the IP for the *Experience Tube*.







BUILD COMMUNITY:

**We bring others
along for the ride.**

It is core to Meow Wolf's mission to inspire others to create, particularly young people who might lack access to outlets. As we grow, we are able to engage our communities in impactful ways.





Our vision of community engagement is to:

- Support artists across the country doing amazing work.
- Contribute to local schools and nonprofits.
- Inspire young people to create at the David Loughridge Learning Center.
- Reach out and take part in Denver and Las Vegas communities as we prepare for our next exhibitions.

DIY Recipient: Seventh Circle Music Collective

We were amazed when hundreds of arts collectives applied for our inaugural DIY fund, which allocated more than \$250,000 last year to 90+ groups. Recipient Seventh Circle Music Collective wowed us with their multiuse, community oriented music space, record store, and art gallery.

Seventh Circle supports some of Denver's finest underground musicians and provides a safe space for all. The collective received \$5,000 from Meow Wolf, which they put toward venue expenses. These would otherwise have come from higher ticket prices, so the fund helped the group keep entry affordable.



Nina Otero Installation

Working in collaboration with **Meow Wolf** teaching artists, 270 5th, 7th, and 8th graders co-created a large-scale, **otherworldly installation** at Nina Otero, a public school located in the less served southside of Santa Fe.

Our team of visiting artists presented students with a design challenge: Six interdimensional portals opened at their school—what's on the other side? Students created creatures, landscapes, and narratives, culminating in *Mad Bubble*, a 600-sq.-ft immersive installation.



Milagro Middle School

We partnered with talented young artists from Milagro Middle School to create a **new mural** in our exhibition. With one of our concept artists, Milagro students tried a new way of art making: They pulled random words from a hat and used those pairings to imagine new beings and ideas, which were then collaboratively translated to paint.



As we transport guests out of this world, we're taking care of this planet.

GREEN OUR HOME: It is critical for our company and for our environment that we keep a sustainable footprint.



In 2017, we:

■ **Installed 240 solar panels** that provide ~44% of the energy used at House of Eternal Return, partnering with Positive Energy, a fellow New Mexico B Corp.

■ **Made energy efficient improvements**, including POV paint, reuse of materials, and rainwater capture.

■ **Decreased our water use in 2017 by 25%.**

■ **Remodeled new offices for energy efficiency**, including all LED lighting, a high efficiency HVAC system, and geothermal tube heating.

■ **Used biodegradable serving materials everywhere**; and recycled 100% at all of our locations.



EXIT



Bermuda



MOVING AHEAD AT HYPER SPEED

2018 and beyond

Support Artists:

- **Build the company** by adding 140 more creatives and artists to total 400 employees in 2019
- **Employ 100 additional artists** for each of the Denver and Las Vegas locations to create our new exhibitions
- **Increase merch sales** to \$2 million, with a majority going to local artists and suppliers
- **Increase revenue sharing** to over 70 local artists and creatives in the gift shop

Build Community:

- **Support DIY groups** across the nation with at least \$500,000 given annually by Meow Wolf and partners
- **Provide 2,000 free passes** to the community
- **Facilitate 720 hours of free art-making** through our Learning Center program
- **Host 8,000 students** during field trips

Green Our Home:

- **Save at least as much energy** as 2017, 69.1 Megawatts. Ideally increase savings by 25% more
- **Improve water savings** a further 10%, at least





The logo consists of the word "MEOWWOLF" in a stylized, blocky font. Each letter is a different color: M (pink), E (blue), O (yellow), W (green), W (pink), O (yellow), L (blue), F (green).

MEOWWOLF.COM

Blog: meowwolf.com/news

MEOW WOLF IN THE NEWS:

[PBS](#)

[VICE](#)

[FORBES](#)

A smaller version of the MEOWWOLF logo, with each letter in a different color: M (pink), E (blue), O (yellow), W (green), W (pink), O (yellow), L (blue), F (green).



John Feins
Vice President
Communications
505 603 MEOW
john@meowwolf.com

MEOW WOLF WELCOMES 1,000,000th GUEST TO SANTA FE EXHIBITION

House Of Eternal Return Draws Biggest Crowds Yet As Influence Accelerates



Photo & Digital Assets → [Link](#)

SANTA FE, NEW MEXICO July 19, 2018: This summer the rocket ride for booming arts and entertainment group Meow Wolf keeps soaring higher. The year launched with international headlines upon announcements of two huge new permanent exhibitions in [Denver](#) and [Las Vegas](#), while in Santa Fe, major artistic and operational enhancements to the award-winning *House Of Eternal Return* quickly followed. The next month in Austin, Meow Wolf was the talk of SXSW for the premier of documentary [Origin Story](#), first virtual reality release [The Atrium](#), and a legendary party that together won the [Spirit Of SXSW Award](#).

At the same time, the group moved creative studios and operations to a refurbished former Caterpillar manufacturing plant with LEDA funds from The State Of New Mexico and City Of Santa Fe, announced a range of new strategic

partnerships, launched annual gaming world championship [SCORE WARS](#) that made news around the globe, debuted the [Mikey Rae's Talent Show](#) animation series, opened [Passportals](#)—a new narrative story free with admission that features live characters daily through summer—vastly expanded community, workshop and events calendars, is presenting a first-ever immersive, experiential music festival [Taos Vortex](#) on August 3-4 with headliners The Flaming Lips and Thievery Corporation, and will wrap up summer with a top sponsorship and livestream broadcast of the 94th [Burning Of Zozobra](#).

Governor of New Mexico Susana Martinez recently announced that Meow Wolf is a 2018 winner of [The Governor's Awards For Excellence In The Arts](#).

Through The Portal: 1,000,000

In 2017, attendance and revenue leaped 25 percent from a first year that was four times bigger than expected, but 2018 is tracking for even larger increases and this week the hard-working *House Of Eternal Return* staff threw a spontaneous party to commemorate a special occasion.

When Raul Longoria and wife Kimberly Garcia along with seven kids left Deming, New Mexico on Sunday for the three-hundred mile drive to Santa Fe, it was a trip to see Meow Wolf. They were already expecting something big, but upon arrival at the front desk they were surrounded by a festive group of costumed *Passportals* characters bearing gifts, thunderous cheers and applause from Meow Wolf employees and guests, and a giant Meow Wolf cake shared with all visitors in the new Float Café.

The party of nine had hit the Meow Wolf one million visitor mark.

"We're always traveling in a big group, so we always go big—but never this big," said Raul. "This is the first time for us and the first time as a family to see Meow Wolf. What a cool surprise, I'm still shocked."

The group was admitted for free and treated to a large basket full of a wide variety of gift certificates and merchandise from Meow Wolf artists.

"We want to thank the Meow Wolf staff and family for showering our family with gifts and unforgettable experiences," said Kimberly. "Even Raul and I felt like kids again. We look forward to continuing to visit as often as we can and to make more memories. In the four hours we were there, we still didn't see it all and experience everything."

"This was another magical day at *House Of Eternal Return*," said Meow Wolf CEO Vince Kadlubek. "Just last summer we granted over [\\$200,000](#) to DIY art groups around the nation, set a record for the fastest regulation crowdfund in history, launched [The Experience Tube](#) to viral sensation, and began to hire over 200 artists and professionals to build incredible new visions in two great American cities."

"This summer we're enjoying non-stop record crowds and making tremendous progress on the new exhibitions," he continued. "We're also celebrating many new collectives who credit Meow Wolf for inspiring their own immersive installations. We congratulate Raul, Kim and their family and thank everyone who has visited us in Santa Fe and spread the word about the transformative power of these bold, new art experiences."

In just 28 months since *House Of Eternal Return* opened, Meow Wolf has become the #1 attraction and most successful art enterprise in New Mexico, generating:

- 1,000,000+ visitors
- \$22M in gross revenue
- 45 percent net profit margins
- \$30M in investment funds to date
- 350 full time employees
- Performances by over 300 bands in the venue

- Over \$500,000 in donations to non-profit groups and public schools

The Longoria family surpassed number 1,000,000 through the Meow Wolf mystery portal and received:

- Free admission
- Lifetime Meow Wolf Pass
- Congratulations cake from Float Café
- \$100 gift certificate at Float Café and Trinity Kitchen Authentic Cajun Cuisine
- \$500 shopping spree at shop.meowwolf.com
- Mikey Rae's Talent Show gift set
- The Experience Tube gift set
- Future Fantasy Delight gift set
- Tickets for party for the first week of Meow Wolf Las Vegas in late 2019
- Tickets for party for the first week of Meow Wolf Denver in early 2020
- Tickets for party for the first week of Meow Wolf's next announced major urban exhibition

"We're going to have to start saving for a road trip," said Longoria after learning his family had been gifted passes to the Las Vegas and Denver openings. "We might need to rent a bus."

For more information please visit → meowwolf.com

###

Meow Wolf is a Santa Fe-based arts and entertainment group that creates immersive, interactive experiences to transport audiences of all ages into fantastic realms of story and exploration. The company's first location showcases the THEA Award-winning *House Of Eternal Return* where guests discover a multidimensional mystery house with secret passages, portals to magical worlds, climbing apparatus, and surreal, maximalist & mesmerizing art exhibits along with a children's learning center and cafe area. The location is also home to a music venue, bar, and outdoor dining scene featuring top food trucks. In 2018 Meow Wolf announced plans for new permanent locations in Denver and Las Vegas, with more major announcements to come. <https://meowwolf.com/>

