MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA FE AND THE UNIVERSITY OF NEW MEXICO
ANDERSON SCHOOL OF MANAGEMENT

This Memorandum of Understanding (MOU) is entered into by the Anderson School of Management at the University of New Mexico (hereinafter referred to as UNM Anderson) and the City of Santa Fe (hereinafter referred to as the City). The purpose of this MOU is to collaborate on grant funding opportunities for economic development and education, and to guide responsible entrepreneurs and leaders.

RECITALS

WHEREAS, in 2021, entrepreneurship has grown faster than before the pandemic. According to data from the U.S. Census Bureau analyzed by the Economic Innovation Group, about 1.4 million new startup applications were filed with the government through September 30, 2021, compared with 1.14 million during the same period in 2020, and 987,000 in 2019;

WHEREAS, according to Society for Human Resource Management, 63% of Millennials stated that a business's primary purpose should be improving society. The Business Roundtable, an organization of the largest U.S. corporations, agreed when they announced a shift from maximizing shareholder value as the purpose of business to boosting stakeholder value. Stakeholders include communities, team members, and customers;

WHEREAS, the Economic Development Department has supported social entrepreneurship in Santa Fe. With the UNM Anderson partnership, the Santa Fe community can capitalize more effectively on the growth in entrepreneurship while focusing on building a solid presence for companies and business leaders who want to embrace a broader stakeholder mission;

WHEREAS, a partnership between the City and UNM may create additional opportunities and jobs for younger generations to start new businesses while strengthening our community values; and

WHEREAS, the guiding ideas behind this initiative in creating a center (hereinafter referred to as the Center) for social entrepreneurship and leadership are as follows:

- Create a short- and long-term positive impact for entrepreneurs and local businesses in Santa Fe and Northern New Mexico.
- Build a reputation for fostering the social enterprise shift in capitalism (i.e., stakeholder capitalism) and promote UNM Anderson and Santa Fe as a place where social entrepreneurs and leaders thrive.
- Retain and attract the next generation of entrepreneurs and investors.
- Integrate economic and cultural development.

This MOU creates a partnership between the UNM Anderson School and the City's Economic Development Department (EDD). EDD will work with UNM Anderson to design programs and
support social entrepreneurs in Santa Fe. Entrepreneurship is growing as more individuals explore starting a business while balancing the objectives of growing profitably and giving back to our communities. The dual profit-purpose mission fits well within Santa Fe’s cultural and economic development. With UNM Anderson’s presence, expertise, and collaboration, entrepreneurs, mentors, and investors can thrive in our community while giving back as they grow and hire locally.

The term of this Memorandum of Understanding shall be in effect upon the date of last signature by the parties and expire when work is completed, a new agreement is put in place, or when terminated by written notice to the other party.

RESPONSIBILITIES:

UNM Anderson will be supported by Santa Fe Innovates, a local social entrepreneur community. The collaborative work with EDD will be to finalize a framework for the Center, including program, educational, and community development. An added effort will focus on grant writing for planning and launching the Center while identifying private and non-profit foundation financial resources. EDD and UNM Anderson will work collaboratively to develop the plan while piloting programs to ensure a sustainable and growing Center for the long term.

Each party commits to exploring a Center for acceleration, incubation, education, or other development of business in the areas of sustainability, ethical business, responsible leadership, industry areas important to the state and city (e.g., outdoor economy, green technology) that capitalize on the unique geography, location, partners, and citizens of Santa Fe, New Mexico. In pursuit of this goal, each party agrees to the following:

UNM Anderson School of Management agrees to:

Subsidize or provide grant writing services for the funding of collaborative initiatives; the use of meeting spaces at UNM Anderson in Albuquerque; human resources including interested faculty and staff, when available to explore this initiative and the facilitation of exclusive educational opportunities (for credit and not-for-credit) that might be associated with this endeavor. Leverage and expand initiatives through the New Mexico for Good programs, including the ideation programs and mentoring community established by Santa Fe Innovates.

The City of Santa Fe agrees to:

Subsidize or provide grant writing services for the funding of collaborative initiatives; exploring the use of local space for the Center; participate as a collaborative partner when pursuing planning and economic development grants, being an active partner in any funding solicitations.

Force and Effect:
This MOU does not create any binding obligation on the part of any signatory. This MOU memorializes the intent of the parties and describes the responsibilities they understand to be accepting through their participation.
Amendment:
No amendment or modification of this MOU will have effect unless it is made in writing
and agreed to by all signatories or their successors.

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

Liability:
Each party shall be liable for its actions in accordance with this MOU. Any liability incurred by the
government entity 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 government
entities, 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.

Agreed this 6____ day of June______, 2022

City of Santa Fe:

Mayor Alan Webber
Date: Jun 4, 2022

UNM Anderson School of Management:

Mitzi M. Moutoya, PhD
Date: 4/21/2022

Attest:

Kristine Bustos Mihecie, City Clerk
GB MTG 05/11/2022

City Attorney’s Office:

Marcos Martinez

Senior Assistant City Attorney

Approved for Finances:

Alexis Lefaro

Mary McCoy, Finance Director
Santa Fe Center Framework
A Collaborative Partnership Between UNM Anderson, Santa Fe Economic Development, & Santa Fe Innovates

**Background**

**Guiding Elements from the MOU:**
The guiding ideas behind this initiative in creating a center are as follows:
- Create a short- and long-term positive impact for entrepreneurs and local businesses in Santa Fe and Northern New Mexico.
- Build a reputation for fostering the social enterprise shift in capitalism (i.e., stakeholder capitalism) and promote UNM Anderson and Santa Fe as a place where social entrepreneurs and leaders thrive.
- Retain and attract the next generation of entrepreneurs and investors.
- Integrate economic and cultural development.

**Purpose & Mission**

**Place:** Embrace our place – Santa Fe – to bring the blend of context, culture, history, and change together, enabling holistic and ethical leadership in business. Create an engaging and learning community through our art, science, culture, and nature.

**Social Entrepreneurship:** Create a community where entrepreneurs can learn, launch, and scale their for-profit social enterprises.

**Convening and Collaborating:** Be a center of convening for environmental, social, and governance changemakers – with an attitude of collaboration and support of mutual goals and initiatives in New Mexico. Connect with the [global network](#) of sustainability centers to bring best practices of promoting stakeholder capitalism to New Mexico and share Santa Fe’s efforts to this growing body of work.

**Leadership Preparation:** Prepare NM business leaders for the future in Environment, Social, and Governance (ESG) and stakeholder capitalism, including Diversity Equity and Inclusion, ethical leadership, and sustainability.

**No Borders:** Attract business leaders from around the country on the future of ESG and stakeholder capitalism while learning from them in a mutual engaging learning experience.

**Place-Based, Context-Based Research:** Enable a research center that blends context, culture, and history into new ways to lead within the intersections of business, society, environment, and governance (ESG+).

**Leveraging Change:** Provide training, resources, and advocacy for policy development to encourage corporate social responsibility and stakeholder capitalism.
Key Market & Community Segments

Local segments:
• Small businesses in Santa Fe.
• Social entrepreneurs in Santa Fe and Northern New Mexico.
• Business leaders in Santa Fe and Northern New Mexico looking to learn new capabilities for stakeholder capitalism.

National segments:
• Social entrepreneurs who want to start or grow their business in Santa Fe.
• Social enterprise and business leaders who want to learn new capabilities for stakeholder capitalism.

Connections to UNM Anderson ABQ Campus:
• Offer on-the-ground business educational programming in Santa Fe.
• Expand business as a force for good by offering educational programs and building community.
• Expand entrepreneurship and leadership with skills-based, micro-credential programs.
• Connect students to entrepreneurs and vice versa.
• Expand Innovation Academy programming to include social innovation, school system interaction (working with high school students in the Santa Fe area), etc.
• Leverage educational programs that can be offered virtually while promoting the Santa Fe community.

Key Differentiators
• **Access Applied Academic Research:** Conduct industry and market research with local businesses and entrepreneurs. Offer access to university research to local entrepreneurs.
• **Leverage Santa Fe:** Attract national customer segments to attend programming in the state’s capital. Highlight the essence of Santa Fe and New Mexico in programming. Promote what other social enterprise leaders can learn from us and what Santa Fe can learn from business leaders and social entrepreneurs outside of our city.
• **Robust Partnerships and Economic Development:** Bridging academia, applied business practices, and the existing community focused on using business for good, the center will leverage resources to bring national, state, and private funding to develop and expand programs. These efforts will aid in positioning Santa Fe as a robust social entrepreneur and leadership ecosystem.
• **Result:** Through the center, Santa Fe and UNM Anderson will be recognized as a place where social entrepreneurs and social enterprise leaders thrive, driving businesses to help solve our social and environmental problems.
Santa Fe Center Framework
Program Direction and Next Steps

**Program Direction**

**Entrepreneur-Focused Programs:**

- **Ideation (early-stage idea acceleration)** – all industries with a focus on purpose and profit. This builds on the previous work of Santa Fe Innovates and the four cohorts of entrepreneurs supported (over 50 social entrepreneurs).
- **Acceleration** – market-solution fit, preparation for venture funding
- **Social Entrepreneur-in-Residence (SEIR) Program** – social entrepreneurs who have started and scaled for-profit ventures or impact investors who have invested in social enterprises.
- **Mentoring** – develop and coach new entrepreneurs; build a sense of community between mentors; focus on social entrepreneur mentoring. This builds on the over 24 mentors who have been working with Santa Fe Innovates during the past two years.
- **Invest Locally** – Engage NM Angels; establish relationships with impact investors locally and nationally.
- **Social Entrepreneurial Leadership** – develop education programs to develop venture, operational, social capital, and adaptive leadership practices.

**B Corp | Sustainability | ESG:**

- **B Local New Mexico Support** – develop advocates; build B community; facilitate an exchange of ideas; offer education programs; share stories of success and challenges between B Corps. This builds on work and conferences held by the NM for Good Program, directed by UNM Anderson professors and alumni.
- **Sustainability (and other related social enterprise topics) Speaker Series** – host public education sessions with a consistent schedule; tie it to professional development.
- **Social Entrepreneur/Enterprise Leadership training** – develop and produce offerings focused on ESG, tension-filled decisions (social and economic), and stakeholders.
- **Governance** – craft and offer programs to support ESG initiatives and metrics and diversity, equity, and inclusion (DEI) programs, metrics, and leadership.
- **Leadership** – develop educational programs to support the growth and knowledge of leaders embracing stakeholder capitalism.

**Small & Local Business:**

- **Small Business Education** – focus on local, low-growth segments in Santa Fe and other nearby towns and cities; offer collaborative education with other groups, like SCORE, New Collar, UNM Anderson, Small Business Institute, Chamber – green and other, etc.
- **Environmental Focus** – support and develop small business programs on how to reduce the environmental footprint
- **Economic and Cultural Development** – explore ways to manage change that balances the economy with culture and history
Other Actions:

- **Undertake** an analysis of target audience, competitive landscape, discover needs, data collection
- **Vary** the length of programs – series, weekend, 5-weeks, 9 months, 2 years, etc.
- **Relate** convening to teaching (interdisciplinary) – certificate programs with UNM Anderson name behind it

**Next Steps: 2022 Plans**

**Phase 1:**

- Host customer discovery sessions for a social innovation hub:
  - Target entrepreneurs from the four groups who participated in the Santa Fe Innovates early-stage idea program.
  - Host an open session on what the entrepreneurial community would like to see in a social entrepreneur and leadership center and conduct targeted outreach to under-represented groups to boost diverse participation.
- Identify planning grant programs and develop proposals to submit with a collaborative effort between UNM Anderson, the City of Santa Fe, and Santa Fe Innovates, adding other partners as work gains momentum.
- Begin to develop a more detailed budget for first two phases, along with beginning to develop an overall operational budget for the center.
- Identify collaborative partners and develop a fundraising plan for private funds.

**Phase 2:**

- Host an introductory B Corp certification education session (2-3-hour workshop, target timing: August 2022).
- Host an early-stage social entrepreneur 5-week program, a collaborative effort between UNM Anderson and Santa Fe Innovates (target timing: after Labor Day 2022).
- Explore hosting the national B Academics Research community in Santa Fe (target timing: Summer/Fall 2023).
- Develop hybrid programming to offer entrepreneurs and business leaders a mix of virtual and in-person sessions (target timing: November 2022).
- Develop an add-on social entrepreneur acceleration program, inviting individuals from all previous cohorts to apply (target timing: mid-January 2023).
# EVIDENCE OF COVERAGE

## MEMORANDUM NUMBER: RMD-EOC-FY22

This Evidence of Coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This Evidence of Coverage does not amend, extend, or alter the coverage afforded by the Tort Claims Act or the applicable Certificates of Coverage or policies for the type(s) of coverage listed below.

## CERTIFICATE HOLDER INFORMATION

**INSURED**

STATE OF NEW MEXICO

and

UNIVERSITY OF NEW MEXICO (96900)

**LOSS PAYEE: TO WHOM IT MAY CONCERN**

**Coverage Period:**

12:00 AM 07/01/2021 to 11:59 PM 06/30/2022

This is to certify that the Insured has the coverages listed below for the period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Evidence of Coverage may be used or may pertain, the coverages indicated in this Evidence of Coverage are subject to all terms, exclusions, and conditions of the Certificates of Coverage and other insurance policy(s) to which this Evidence of Coverage pertains. Property and Liability Certificates of Coverage may be obtained by contacting the State of New Mexico’s Risk Management Division at 505-827-2036.

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<thead>
<tr>
<th>Type of Coverage</th>
<th>Limit of Liability/Coverage</th>
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<td>A) Liability</td>
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<td>i. General Liability</td>
<td>Statutory Limit NMSA § 41-4-19</td>
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<td>ii. Automobile Liability</td>
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<td>iii. Law Enforcement</td>
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<td>iv. Civil Rights</td>
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<td>B) Workers Compensation</td>
<td>Statutory Limits NMSA § 52-1-1 et seq.</td>
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<td>C) Property</td>
<td>$550,000,000.00 Limit - Actual Cash Value (ACV)</td>
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<td>D) Medical Malpractice</td>
<td>Statutory Limit NMSA § 41-4-19</td>
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<td>E) Boiler &amp; Machinery</td>
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*Per 66-5-207, NMSA 1978, - A motor vehicle owned by the United States Government, any state, or political subdivision of the state, is exempt from the Mandatory Financial Responsibility Act.*

*Per 66-6-15(E), NMSA 1978, - A vehicle or trailer owned by and used in the service of the State of New Mexico or any county or municipality thereof need not be registered but must continually display plates furnished by the Transportation Services Division of the General Services Department.*

Should any or the above coverages for the Covered Party be changed or withdrawn prior to the expiration date issued above, the State of New Mexico will notify the Certificate Holder, but failure of such notification shall impose no obligation or liability of any kind upon the State of New Mexico, its agents, or representatives.

**Authorized Representative:** Mark Tyndall, Director, Risk Management Division, GSD

**Date Issued:** 7-1-2021

For questions please contact the Loss Prevention and Control Bureau at 505-827-2036 or GSD.LPCB@state.nm.us
N.M.S.A. 1978, § 41-4-19

§ 41-4-19. Maximum liability

Effective: July 1, 2021

A. Unless limited by Subsection B of this section, in any action for damages against a governmental entity or a public employee while acting within the scope of the employee's duties as provided in the Tort Claims Act, the liability shall not exceed:

(1) the sum of two hundred thousand dollars ($200,000) for each legally described real property for damage to or destruction of that legally described real property arising out of a single occurrence;

(2) the sum of three hundred thousand dollars ($300,000) for all past and future medical and medically related expenses arising out of a single occurrence; and

(3) the sum of four hundred thousand dollars ($400,000) to any person for any number of claims arising out of a single occurrence for all damages other than real property damage and medical and medically related expenses as permitted under the Tort Claims Act.

B. The total liability for all claims pursuant to Paragraphs (1) and (3) of Subsection A of this section that arise out of a single occurrence shall not exceed seven hundred fifty thousand dollars ($750,000).