



City Business and Quality of Life Committee

August 12, 2015



Agenda

CITY CLERK'S OFFICE

DATE 8/5/15 TIME 4:27pm
SERVED BY Fabian Trujillo
RECEIVED BY Alia Martinez

CITY BUSINESS & QUALITY OF LIFE COMMITTEE

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

**Round House Conference Room
Wednesday, August 12, 2015
11:00 am – 1:00 pm**

I. PROCEDURES

- A. Roll Call
- B. Approval of Minutes – July 22, 2015
- C. Approval of Agenda
- D. Approval of Consent Agenda

II. CONSENT AGENDA

- A. Request for approval of Professional Services Agreement, SCORE – from Business Educational Services RFP 15/38/P (Fabian Trujillo).
- B. Request for approval of Professional Services Agreement, Youthworks! – from Workforce Development RFP 13/12/P (Kate Noble).

III. INFORMATIONAL ITEMS (None)

IV. ACTION ITEMS

- A. Meow Wolf Project
 - 1) Request for approval of a resolution to support Meow Wolf's project and efforts to diversify the economy, revitalize an economically distressed neighborhood and provide a unique family entertainment option for Santa Fe. (Councilors Rivera and Lindell) (Kate Noble/Zack Quintero)
 - 2) Request for approval of Professional Services Agreement, Meow Wolf (Kate Noble/Zack Quintero)
- B. Presentation and request for approval of CNG (Compressed Natural Gas) Fuel Facility Upgrades and final design , CIP Project # 657A (Mary MacDonald).



Agenda

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- V. DISCUSSION ITEMS (None)
 - VI. ITEMS FROM THE COMMITTEE
 - A. Special Events Work Group Update (Zack Quintero)
 - VII. ITEMS FROM STAFF
 - VIII. ITEMS FROM THE CHAIR
 - IX. ITEMS FROM THE PUBLIC
 - X. NEXT MEETING DATE – **September 9, 2015**

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Minutes

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

Wednesday, July 22, 2015

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B. Request approval resolution directing staff to seek solutions to Santa Fe housing affordability crisis, specifically to gentrification, Inequity, and gap between rich and poor; a framework for Housing and Urban Planning Policy. (Councilors Maestas, Dominguez, Bushee and Trujillo) (Alexandra Ladd)	Not Approved	6-10
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VII. ITEMS FROM THE PUBLIC	Discussed	4-5
VIII. NEXT MEETING DATE	August 12, 2015 Adjourned at 1:06 p.m.	11

CITY OF SANTA FE
BUSINESS & QUALITY OF LIFE COMMITTEE
WEDNESDAY, JULY 22, 2015

I. PROCEDURES

CALL TO ORDER

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

A. Roll Call

Roll call indicated a quorum as follows:

Members Present:

Councilor Signe Lindell, chair
Councilor Peter Ives, vice chair
Dr. Almi Abeyta (arrived later)
Miles Dylan Conway
Piper Kapin
Kim Kelly (arrived later)
Damian Taggart

Members Absent:

Brad Furry (excused)
Diane Karp (excused)
Tony Ortiz (excused)
Buddy Roybal (excused)

Staff Present

Kate Noble
Fabian Trujillo
Zach Quintero
Ross Chaney

Others Present

Mayor Javier Gonzales
Kareem Edwards
Marie Longserre, Santa Fe Business Incubator
Shelly Mann-Lev, Santa Fe Prevention Alliance
Jesse Guillen, City Atty.'s Office, Legislative Liaison
Charmaine Clair, Stenographer

Due to lack of quorum Item B. Approval of Minutes and C. Approval of Agenda were not discussed.

Chair Lindell welcomed Mayor Gonzales. She said she would start with the presentation to the Santa Fe Business Incubator.

II. INFORMATIONAL ITEMS

- A. Santa Fe Business Incubator: International Innovation Award recognition and graduate client success presentation for IT CONNECT and Proclamation (Marie Longserre)

Mayor Gonzales said recent data shows that New Mexico has gone from 25% to 31% of the population classified as poor and average annual wages from \$44,000-\$42,000. He said Santa Fe needs leadership and policy direction from BQL to turn the trends. The Santa Fe Business Incubator is doing incredible things and is continuing to employ Santa Feans at good wages and provide great opportunities.

Mayor Gonzales said not only does Santa Fe love the Incubator, but they won an award at the 2015 NBIA (National Business Incubation Association) Conference in Denver. He said he wanted to present them with a Muchas Gracias Award for their work and their receipt of the NBIA award that was attended by 560 people from 39 countries around the globe. He said the NBIA award illustrates the Incubator's leadership and ability to link local entrepreneurs to valuable resources at LANL (Los Alamos National Labs) and beyond.

Mayor Gonzales presented a Muchas Gracias award to Marie Longserre to recognize the Santa Fe Incubator's work to *"launch new businesses, facilitate job creation and proudly representing Santa Fe"*.

Ms. Longserre acknowledged her colleague and Program Director Sean O'Shea, who developed the program (the *Eureka Effect*) that links Incubator clients to the entrepreneurs in LANL. She said as happy as the Incubator is to receive the NBIA Award, which is a combination of awards in the Incubation industry worldwide, she is happier about the Mayor recognizing a company that started and grew from local people and created amazing jobs and is about to create a lot more.

Mayor Gonzales said as a mayor, he can issue proclamations in honor of citizens or companies. Proclamations are important statements that recognize the importance to the community and the tremendous value not only for the community, but for those who work in the business.

Mayor Gonzales presented a Proclamation to Kareem Edwards, a native New Mexican and founder of IT CONNECT. He said IT CONNECT was created in 2005 for the purpose of providing and installing mediums to transfer data. They grew to become an anchor tenant of the Incubator and employ 70 people. They are establishing multi-state offices with revenues projected in excess of \$10 million in 2015. IT CONNECT formed a special relationship with schools and their first customer was the Santa Fe School for the Deaf. They are nationally recognized as a leading edge K-12 provider emphasizing youth training and job opportunities.

Mayor Gonzales said as the Mayor of Santa Fe, he proclaims June 22 as IT CONNECT Day.

Mr. Edwards said this is an incredible honor. He thanked his wife and seven children who have been supportive during this time and key employees who have been with him since the beginning. He gave a special thanks to Ms. Longserre and the Incubator. He said he started with four employees out of his home. He thanked the City of Santa Fe and said without their support to the Incubator, IT CONNECT would not have been able to grow as they did. Mr. Edwards said they hope to continue to be a vital company in Santa Fe and in the State of New Mexico.

Mayor Gonzales said IT CONNECT is a great testament to what can happen in the community when people believe that Santa Fe is not only a great place to start a business, but to build a business. He said the city will continue to build on the legacy IT CONNECT has provided and hopefully there are many companies to come. IT CONNECT was given a round of applause.

Ms. Kelly entered the meeting at this time.

Chair Lindell moved to item IV. Discussion Items while waiting for a quorum.

IV. DISCUSSION ITEMS (Revised Agenda Order)

A. Business License Checklists (Fabian Trujillo)

Mr. Trujillo thanked the Committee for their feedback. He explained there are now three checklists; the commercial business; the home-based business with no clients/customers and the home-based business with clients/customers. He said he included all of the Committee's changes and is open to feedback. The information including contacts is on the website.

Chair Lindell thanked Mr. Trujillo. She asked if any other member of the committee (Mr. Taggart, Ms. Kapin and Mr. Furry) wanted to add anything.

Mr. Taggart said the checklist is a big improvement. Ms. Kapin said she encouraged Mr. Trujillo to add the connections to the city resources such as the Incubator, the Ombudsman Services, SCORE, etc.

Mr. Trujillo said the checklists will be taken to the graphic artists next and put online as a PDF document that can be downloaded. He said there could be links to state licensing, etc.

Ms. Kapin said this was the short term goal of their recommendations. The long term goal is to have this be a more electronically interactive process online.

Chair Lindell thanked the committee. She suggested the product be assessed in six months.

Ms. Kelly asked about categorizing the business type such as arts, restaurants, etc. Mr. Trujillo explained that the current business licenses have an industry code and that would be added.

B. Office of Business Growth Program Metrics (Fabian Trujillo)

Mr. Trujillo said he used the Committee's feedback. He reminded the Committee that the program is a county-wide proactive business retention and expansion program and a modest expansion of the Business Ombudsman's Program.

He reviewed the outcomes desired: to increase the survey response by 10%, provide technical assistance, deliver 12 training events, facilitate expansion of 12 businesses and improve the business climate rating from 3 to 6%. He reviewed the areas of businesses assistance they will continue to provide, noting that Mr. Taggart's company was just awarded a grant through JTIP funding and explained how the Office of Business Growth (OBG) will achieve their goals.

Councilor Ives suggested a quarterly update on the metrics be on the agenda. Mr. Trujillo agreed.

Ms. Kapin asked what the plan for marketing is for the Office of Business Growth.

Dr. Abeyta entered the meeting at this time.

Mr. Trujillo replied there will be a press release, email blasts, the use of social media and a robust marketing campaign. A welcome packet will be given to businesses when they get their business license and they will utilize City Hall among a variety of methods to market and do outreach.

Ms. Kapin asked if the OBG will host the workshops for the training listed under the education of businesses: Developing Business Plans/Organizational Structure, Accounting Basics, etc.

Mr. Trujillo said there would be a business education services RFP before the Committee in August and the person awarded will provide the bulk of the services, which were previously provided by SCORE. Additional training like incentives will be done by the Office of Business Growth.

Chair Lindell had to leave the room and quorum was lost. Vice Chair Ives resumed with the non-action items.

V. ITEMS FROM THE STAFF – There were none

VI. ITEMS FROM THE CHAIR – The chair was not present, but later established there was none.

VII. ITEMS FROM THE PUBLIC

Ms. Kelly said she was asked to pass on an issue from a business at the Railyard who feels the signage for parking in the Railyard is insufficient and causes them to lose clients.

Councilor Ives asked staff to follow up with the Parking Division, possibly through the SFRCC (Santa Fe Railyard Community Corporation).

Ms. Noble said in advance of the opening of Violet Crown [Theater] a committee was formed to discuss issues with many of the businesses. She said this issue was not resolved and is less an issue of signs, as the location of the signs, the clutter, etc.

She said the issue was discussed at length and the result was a rack card paid for by Economic Development and Parking that will be distributed. The card provides information on the garage and the number of available spaces, the rates and public transit.

Ms. Noble said there could be money for additional signage and the Parking Division is looking at smart signs that give the number of spaces left. She said it will require expertise to coordinate where the additional signs go. Signs are currently posted at most major arteries to the garage. The rack card solution is to at least furnish information and push awareness regarding the garage. Also they have created special rates to get Railyard employees off the surface and free spaces. She said staff will need to know specifically what to pursue, because the issues perceived are different.

Ms. Kelly thought it wasn't the number of signs, but the type. She said people see the P signs and think that is the parking space. They don't realize there is a huge parking garage.

Councilor Ives suggested the issue be added to the next meeting's agenda and invite business owners who have identified signs as an issue as well as SFRCC and Parking for a discussion.

Chair Lindell returned to the meeting at this time establishing quorum.

III. ACTION ITEMS

- A. Request for approval of an ordinance amending Subsection 23-6.2 SFCC 1987 to permit the sale and consumption of alcohol at Fort Marcy ball park for the Fiesta Council Mariachi Extravaganza Concert (Councilor Trujillo) (Yolanda Vigil)

Jesse Guillen with the Legal Department said the bill amends the subsection to allow the Fiesta Council to have a wine/beer/margarita garden at Ft. Marcy Ball Park for the Extravaganza. He stood for questions.

Chair Lindell said although this is an action item she would allow public comment on the topic.

Shelly Mann-Lev said she is with Santa Fe Prevention Alliance and Santa Fe Public Schools, but is here to represent the Alliance. She said this is an unusual request and in 2009 the City Council adopted an ordinance banning the sale of alcohol on public property with a few exceptions; the convention center, the airport and the golf course. There have been two exceptions: the Fuegos Baseball team whose caveat was to be able to serve alcohol. City Council allowed the sale of alcohol and shortly thereafter adopted very specific best practices to be followed.

Ms. Mann-Lev said the second exemption was for the Bike and Brew event in May. She said this is the third request and is different in some important ways. In addition to beer and wine addressed in the best practices, the request is to serve mixed drinks. She said that creates its own unique challenges in the control of alcohol content.

She said she wanted to share that there will be a meeting this afternoon with the organizers of the event and the representatives of the Santa Fe Prevention Alliance. They will discuss if there is a way to protect public safety and health and allow the Fiesta Council to put on a successful, safe event for the community. She said her hope is that City Council will modify the request to better serve the public's health and safety and the precedent set by adding hard liquor served in a public setting.

Ms. Mann-Lev said once you approve this event it is permanent. She said all are aware that alcohol abuse deeply impacts the community in terms of youth, adults, economics, health and school achievement, etc. She hoped the Committee considers that when making their recommendation.

Mr. Simon Brackley, President of the Santa Fe Chamber of Commerce said he represents over 900 mostly small businesses. He said we support approval of this waiver. He said it is not a precedent. There have been other examples of alcohol being served on city property. He said the proposal does require licensed servers and all have to go through rigorous training to prevent over serving.

Mr. Brackley said the Fuego example has proven that serving alcohol at a public event that includes family audiences can happen with no negative effects. He said allowing this will add to the atmosphere of the event and allow Fiesta Council to generate revenue for the event.

Mr. Conway asked how the amount of margaritas versus beer would be regulated.

Mr. Guillen said the amendment states a limit of 1.5 ounces of alcohol per drink served in a 6 ounce cup. Margaritas will be limited to 2 per person and a person who chooses to drink a margarita can only drink margaritas. There is no mixing.

Mr. David Ortiz, President of Santa Fe Fiesta Council said they have taken extensive measures to provide best practices at every level. He said a 30 page RFP was issued that requires limitations of the alcohol content and cannot be greater than a beer or a glass of wine. Vendors who have applied to the RFP have received the guidelines. The vendors will premix items and comply with code, as well as the sale of liquor. The beer garden can start selling at 6 pm and must stop at 9 pm and there will be food and free water. He said this is a family venue and the public has asked for this and everyone is invited.

Ms. Kapin said the state has strict guidelines of how much can be served and there are big fines and damages if a server goes outside of those guidelines. She was confused why there is a question.

Ms. Mann-Lev said what is different here is that this is public property and a community festival event in a defined business setting. She said this is a challenge for the many alcohol establishments downtown if people visit them before or after the Fiesta. She said many cities feel that a public event on public property is a liability for the city in a different way than for a business owner.

She said also there have been problems such as public disturbances, fighting and violence. Also a past study shows that a large number of young people were able to buy alcohol. She said despite the rule over serving happens as well as underage drinking. She said the Prevention Alliance is concerned about youth and the abuse of alcohol and drugs in the community. They want to allow the community to continue to celebrate at family friendly events without alcohol.

Mr. Brackley said in contrast Albuquerque opened a beer garden in the City Plaza downtown to encourage more use of public places by families, individuals and residents of the community.

Chair Lindell thanked Mr. Ortiz and Ms. Mann-Lev for getting together to discuss the issue.

Mr. Conway moved to approve amending the ordinance to permit the sale and consumption of alcohol at Fort Marcy Ball Park for the Fiesta Council Mariachi Extravaganza Concert. Mr. Taggart seconded the motion, which passed by unanimous voice vote.

- B. Request for approval of a resolution directing staff to seek solutions to Santa Fe's housing affordability crisis, specifically as it relates to gentrification, inequity, and the widening gap between rich and poor in Santa Fe; providing a framework for Housing and Urban Planning Policy. (Councilors Maestas, Dominguez, Bushee and Trujillo) (Alexandra Ladd)

Ms. Noble said the recommendation from this Committee will go to City Council. The *therefore be it resolved* acknowledges the importance of the five pillars as emphasis on the framework that directs all

housing and urban planning decisions and policies.

Ms. Noble said adoption of the resolution will direct staff to engage in dialogues across departments to explore policy, budgetary and community partnership solutions and collaborate with community organizations, including Chainbreaker that represents workers, ranchers, low income, etc. and others; and to prioritize the needs of low income when providing the services and programming. This is in line with the Federal Fair Housing Act and the practices of the Housing Urban Development (HUD).

She introduced Ms. Margaret Ambersino with the Office of Affordable Housing and explained that Alexandra Ladd is on vacation.

Chair Lindell opened the floor to public comment.

Tomas Rivera, the Director of Chainbreaker Collective said they are a membership-based economic and environmental justice organization in existence for 10 years with 400 members. Mr. Rivera said they have worked closely with staff and City Council. They want to create an ongoing code of ethics, best practices.

Mr. Conway said he was asked by former Mayor Coss to sit on the BQL partly because he wanted someone with a background in labor at the table. He said Santa Fe has pillars in how they handle the taxpayers' money and interests; is it green, is it sustainable, is it respectful of all the cultures in Santa Fe. He said that is how he felt when he read through the resolution; setting up a code of ethics platform for housing and planning that would also go through those filters.

He said he likes the way the resolution reads and thought it isn't stifling to development. He said he thought the Del Rio Apartment Complex controversy was a missed opportunity and if people had come to the table earlier and had the five pillars, they might have gotten past the finish line on development.

Councilor Ives said he was concerned. He asked about the reference to the 2016 Update of the Analysis of Impediment's to Fair Housing Choice.

Ms. Ambersino said the Fair Housing of Choice is a required document by HUD to look at community data in assessment with recommendations to remediate fair housing and affordable housing issues in a community. She said the document was completed in 2011 and HUD requires the report be updated every five years when they receive federal funding for fair housing.

Ms. Noble said the analysis to impediments takes a long time and is required to be prepared by an independent entity. She said that has been budgeted in fiscal year 2015/16 followed by a comment period and an approval process. The deadline is for completion is 2016.

Councilor Ives asked if appropriate for the Committee to direct staff now to ensure the findings are incorporated in the upcoming report. He said this is probably more than a year away.

Ms. Noble said Ms. Ladd is the expert in the Fair Housing Act and the analysis needs and felt the update and best practices examples should be incorporated into the resolution's purpose and objectives so the language does not conflict with the analysis and impediments.

Councilor Ives said BBC Research and Consulting identifies in impediment #3, neighborhood resistant or NIMBYism (*not in my backyard*) and the power of neighborhood organizations as fair housing barriers, including the stigma of affordable housing, resistance to shelters and group homes to the mentally ill as affordable housing bias. He said pillar #4 talks about stability, permanence and protection from displacement living in established neighborhoods.

He said there is a conflict in the language between a report that cites NIMBYism and a goal which seems to speak against exactly that type of circumstance, i.e. neighborhoods that don't have these types of facilities. He said it cites NIMBYism as an issue, but then says we want to preserve the established neighborhoods.

Councilor Ives said it states through the process conducted by Chainbreaker that community members identified 5 key pillars. He asked Mr. Rivera how much interaction there was with the neighborhood network and neighborhood associations and how extensive the outreach was.

Mr. Rivera said they did not reach out to the neighborhood network, but did get input from service providers working with homeless communities and the housing world, the poor and people on buses and "*those we think have been put into the streets*". He said they hope to bring in the neighborhood networks and those voices. He said the organization is small and hasn't had the time or ability to do all of the outreach, but want to be inclusive.

He said Chainbreaker has primarily focused on areas that are most impacted by housing affordability issues, and NIMBYism is an issue. He said Chainbreaker's goal is to help people understand density and why density is important to a neighborhood and they can do that with the dialogue process.

Councilor Ives said he is struggling with bringing this forward before the Committee engages in some of that process. He asked if that input isn't needed before passing a measure that is setting policy. He said he agrees with the need to define the problems for affordable housing issues in Santa Fe and to understand neighborhoods across the community and bring people in from different income levels and is fully aligned with those goals and objectives.

He said part of the BQL charge is to determine how the measures impact especially the business community, which he hasn't heard from at all.

Mr. Rivera said Chainbreaker organizes the unorganized. They didn't go to the neighborhood associations because they are already organized. He said the resolution says that Chainbreaker sets the baseline, but states *and other organizations*.

Councilor Ives said the many of those voices have come forward in recent land use decisions and are actively involved. He asked what is different in the resolution that the city is not already doing. He said he was struggling to understand what problem to which this is the solution, other than that they need to re-examine affordability in Santa Fe.

Mr. Rivera said Chainbreaker supports centralized housing that is truly affordable and density. He said it is hard for people to engage in the process and the resolution would say this is a priority. He said the resolution supports those discussions and helps them happen, not just in City Hall, but in the community and creates a framework of how to talk about the issue.

Councilor Ives said again, he would express that there are voices that have not weighed in. He said when talking about building community, you do that by inviting people into those discussions.

Mr. Taggart asked if the resolution replaces an existing resolution or adds to an existing directive.

Ms. Noble said there are governing documents around affordable housing; the General Plan and Chapter 14, the city's code providing guidance on policy. She said the analysis found no significant conflict with the resolution, but there are elements of interpretation that could appear in conflict.

Chair Lindell said she agrees with Councilor Ives and would be more comfortable with the resolution if neighborhood groups and other affordable housing groups were involved. She noted that page 4, line 5, regarding putting into resolution form that "*we are trying to ensure residents living in Santa Fe's established neighborhoods are protected from economic forces*"; she doesn't know what that means. She said that worries her to put that into a resolution.

She said on the same page on line 8 it talks about *special protection* allowed for neighborhoods. She said she doesn't know what a special protection would be. She said that kind of broad statement can lead them to a place they don't want to go. Also a concern is the five key pillars. She said she sees them as coming from a bigger national organization, Renter Nation. She said one of their overall goals is rent control and that will not happen in Santa Fe, it is against state law.

Chair Lindell said the resolution needs more work and input from the existing affordable housing organizations, the neighborhoods and the neighborhood networks. She said the Affordable Housing Roundtable would have been appropriate for this work, but no longer exists. She said for her to support the resolution it needs more work and has to be better defined.

Mr. Conway agreed this should be inclusive. He said this kind of legislation scares people because it is progressive and runs the danger of offending some support. He thought they could keep working on it to make it more palatable to everyone.

He said make no mistake who already has the hegemonic power. He said the business community is the engine bringing the building and some of the neighborhood associations are the NIMBY. He said it is good to be sensitive, but at the same time they don't want to take some of the teeth out of the resolution. He said it has no teeth really; it is a tooth. He said he suggests the legislation even as is, if they just strike "*special*" protections.

Ms. Kelly said conflict resolution needs to happen between people needing housing and people who don't want their neighborhoods changed. She said no one wants to speak about density and that is how you support sustainability and affordability. She said even if this moves forward, once there is a project it would be blocked.

Councilor Ives asked if staff could do item 5: "*staff working with community organizations representing workers, renters, low income homeowners and others experiencing homelessness, etc. and providing recommendations to the governing body within 90 days*".

Ms. Noble said she believes staff can meet the requirement with the existing staff. She said there has been discussion around the FIR (Fiscal Impact Report), i.e. if money would be needed to facilitate that

work. Staff believes they could do this, but would need support if meetings added to staff load.

Mr. Conway moved to approve forwarding the resolution to City Council for approval.

Mr. Taggart asked to add a friendly amendment to remove the catchall phrases such as ‘*protected from economic forces*’ and ‘*special protections*’.

He said it is important to recognize that the housing market in Santa Fe, like the rest of the country is a free marketing system and there is a limited amount the governing body and local laws can change.

Mr. Conway asked Mr. Taggart if he wanted to rephrase his amendment to strike specific language.

Mr. Taggart rephrased his friendly amendment to strike the word ‘special’ on page 4, line 8 and strike on line 5, ‘*from economic forces*’.

Dr. Abeyta seconded the motion.

Councilor Ives said he questions “*ensure that Santa Fe Housing Authority housing is controlled through democratic structures and processes ...*” He said he doesn’t understand how it *isn’t*. He asked what staff proposes to accomplish the second *be it further resolved* that talks about dialogue across appropriate departments to address Santa Fe’s widening gap between rich and poor.

Ms. Noble said staff would primarily within the Housing Community Development Department, sit down with Land Use and Community Services to talk through the resolution: the policy, budgetary, community, partnership solutions to address Santa Fe’s widening gap between rich and poor.

Councilor Ives said he would love an answer to that question. He said he is not sure what that means and does not understand staff’s role, but he appreciates that Ms. Noble feels she can do that.

Ms. Noble said specifically, she would call a meeting and put ideas on a white board across departments.

Councilor Ives proposed a friendly amendment to add before Section 2 and 5 *be it further resolved “to collaborate with organizations across the community, including those that....”*

The friendly amendments were accepted by the maker of the motion and the second.

A roll call vote was taken as follows:

For:	Miles Conway and Dr. Almi Abeyta
Against:	Councilor Lindell, Kim Kelley and Damien Taggart

Councilor Ives and Piper Kapin abstained from the vote.

The motion failed for lack of support.

- C. Request for approval of Professional Services Agreement, Youthworks! – From Workforce Development RFP 13/12/P (Kate Noble).

Ms. Noble said the Youthworks contract is expiring and she will work with the representative.

Chair Lindell apologized for not staying on the timeline she typically follows and said she would do better in the future.

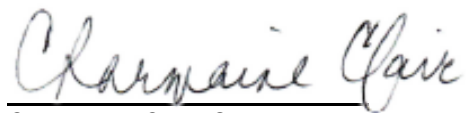
VIII. NEXT MEETING DATE– August 12, 2015

Having no further business to discuss the meeting adjourned at 1:06 p.m.

Approved by:

Signe Lindell, Chair

Submitted by:

A handwritten signature in cursive script that reads "Charmaine Clair".

Charmaine Clair, Stenographer

Consent

Item A



DATE: August 5, 2015

TO: City Business and Quality of Life Committee

VIA: Kate Noble, Acting Director, Housing and Community Development Department.

FROM: Fabian Trujillo, Economic Development Division Director.

RE: Business Educational Services RFP# 15/38/P - SCORE

Background:

The City of Santa Fe Economic Development Division issued an RFP for Business Educational Services on May 11, 2015. Staff received two proposals from SCORE and KMZ Management, LLC. Both of the respondents are Santa Fe based businesses. The objective of this program is to enhance the skills and knowledge of local businesses and connect them to resources to stimulate their growth. Business educational services training complement the work of the Business Ombudsman and the new Office for Business Growth by providing more in-depth information and hands-on training for Santa Fe business owners and entrepreneurs. SCORE was chosen in this competitive process because of their ability to meet the program objective by delivering an innovative program, utilizing an experienced team and attract attendees using a proven marketing plan.

Santa Fe SCORE Chapter 373 is part of a nationwide volunteer organization that provides professional guidance and information to America's existing and emerging small businesses and non-profit organizations. Most of the volunteers are retired, but some are still active business professionals. SCORE volunteers want to give back to the community by helping small businesses and non-profit organizations maximize their success. SCORE has provided a series of business seminars and workshops for the City of Santa Fe for approximately eight (8) years. These business seminars/workshops have evolved in quality and content. They have been successful because they are well attended and provide relevant business information to city businesses, non-profits and entrepreneurs. SCORE partners with the City, SFBI and the Santa Fe Public Schools to deliver these business training events. For FY-2015/2016, SCORE will be conducting eight seminars and four workshops.

The professional services agreement was reviewed by EDRC Sub-Committee on August 4, 2015 and it was unanimously recommended for approval. The list of the training events is in Attachment A of the

PSA. The 2015-2016 education series will provide businesses in-depth “hands-on” training and information relevant business topics as “pitching your ideas” and “successful crowd funding.” Therefore staff recommends approval of the PSA and awarding of RFP# 15/38/P to SCORE.

Item and Issue:

Staff recommends approval of the SCORE professional services agreement to provide economic development services to city businesses in consideration of funding in the amount of \$25,000. **The contract was reviewed and recommended for approval by staff as part of the RFP process on June 22, 2015.** The contract will be funded out of the Economic Development Division budget under business unit and line item 22116.510300. The services are for a business education series of seminars and workshops. The City of Santa Fe will realize the following outcomes from the professional services agreement from SCORE:

1. Provide eight 2-3 hour lecture seminars and four 3-4 hour “hands-on” workshops to business leaders in Santa Fe.
2. These workshops and seminars will increase and enhance the skills and knowledge of Santa Fe area businesses and entrepreneurs and by providing them with relevant on-going business information.
3. Provide follow-up assistance and support to Santa Fe area businesses and entrepreneurs.
4. Enhance the City’s relationships with business resource partners.
5. Stimulate a positive business climate with entrepreneurs and businesses by providing a city sponsored business educational series.
6. Improve training events to businesses by surveying businesses and attendees and making topics and presentations relevant and engaging.
7. Allow the city to gather demographic information on business and entrepreneurs that participate in the business education program.
8. Enhance the viability of the Office of Business Growth by allowing the city to provide in-depth business skills training to compliment the customized business assistance.

Action:

Staff recommends approval of the SCORE professional services agreement to provide economic development services to city businesses in consideration of funding in the amount of \$25,000 and an option to renew for three additional one-year options.

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 (SCORE) (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Implement a business education program for Santa Fe Area businesses, entrepreneurs and non-profits which furthers the City of Santa Fe's Economic Development goals by developing interactive seminars and workshops that are relevant to operating, marketing or financing their businesses. This education program would also connect and educate business owners and entrepreneurs with city economic development programs and community business resource providers. The education program would implement the following:

- (1) Eight(8), two to three hour lecture seminars, oriented to entrepreneurs, business owners and non-profits.
- (2) Four (4) three to four hour interactive hands-on training workshops on specialized

topics such on, QuickBooks accounting, marketing, social media and cash flow management. The final line up of workshops will be mutually agreed upon.

- (3) Provide follow up assistance and support for entrepreneurs, businesses and non-profits.
- (4) Improve workshops & seminars based on participant feedback.
- (5) Refer participants to other appropriate service providers as needed.

B. Administration. The contractor will administer all functions of the education program and will be responsible for overseeing and effectuating the series details including, but not limited to, communications and interface with the city, resource partners, presenters, marketing, logistics and other duties to be specified by the City.

C. Reporting

(1) Provide a detailed final report summarizing and evaluating the overall effectiveness of the education program. The report shall include the metrics and information detailed in Appendix B.

(2) The final report of the education program shall also contain the number of the events held, presenters and

a list or sign-in sheet of all attendees who participated in the series.

D. Presentation Material.

(1) The city will assist the contractor with the presentation workbooks for the education program events by collaborating with the design and printing of the cover and format of the workbook. The City will work with contractor to ensure that the presentation material also has the contractor's logo in the design of the presentation workbook as well as the City's logo.

(2) The contractor will be responsible for providing the City with the presentation materials from the presenters three weeks prior to the start of each seminar or workshop in order for the City to print the appropriate number of presentation workbooks for each event. The contractor will be responsible for the distribution of the presentation workbooks to education program attendees.

E. The contractor shall partner with City sponsored business development programs to provide referrals and assistance as needed by the business or entrepreneur being assisted.

F. Videography. The "City" shall produce videos up to four (4) of the educational series seminars/workshops. They

will be edited for distribution by the City of Santa Fe and made available for use by the contractor.

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 i for services rendered a sum of twenty five-thousand dollars (\$25,000), inclusive of applicable gross receipts taxes. The first payment of \$10,000 will be made upon completion of the Fall Education Series and \$15,000 will be made upon completion of the Spring Education Series.

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. Payments shall be made upon receipt and approval by the City of detailed invoices containing a report of services completed in accordance with the schedule of the reports as

outlined in section C. 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 terminate on June 30, 2016, 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:

SCORE

120 Federal Place, #307

Santa Fe, NM 87501

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

CITY OF SANTA FE:

CONTRACTOR:

SCORE

JAVIER M. GONZALES, MAYOR

(Ray Berger, Chair)

DATE: _____

ATTEST:

CRS # A8025006090051
City of Santa Fe Business
Registration # 15-40945

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:


KELLEY BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

22116.510300
BUSINESS Unit/LINE ITEM

Appendix A: SCORE 2015/16 BUSINESS EDUCATION SERIES

Event Presentation Calendar*

FALL 2015

Workshops

The Perfect Pitch

Seminar

Successful Crowd Funding

The Customer Experience Economy – Exceptional Customer Service

Getting and Keeping Your Money: Accounting Basics

SPRING 2016

Workshops

Intermediate QuickBooks

Maximize Your Website

Effective Use of Social Media

Seminars

Writing a Compelling Business Plan

Legal Structures and Regulatory Compliance

Growing a Sustainable Non-Profit

Your Employees are Your Assets

Secrets to Business Licensing and Regulation

***Topics are subject to change**

Appendix B – Metrics

- Attendance for each event
 - ✓ Average class size for seminars and workshops
- Collated survey and registration results for each education series event
 - ✓ Initial
 - Number of years in business or start-up
 - Number of employees
 - Type of business (home based, commercial, non-profit)
 - Industry sector
 - Post
 - Satisfaction rating
 - Presenter rating
 - Workshop material
 - Relevancy of course
- Source of Referral
- Number of attendees who become SCORE clients
- Number of mentored clients per year
- Return rate percentage
- Mentor recruitment highlights
- Partnership highlights

Appendix C: Sample Survey

Name of Workshop/Seminar
Names of Presenters

1. Please rate your overall satisfaction with this seminar/workshop:

☐ Excellent
☐ Above Average
☐ Fair
☐ Below Average
☐ Poor

Explain: _____

2. The seminar/workshop presenter (s) was/were: (Check One)

☐ Effective
☐ Engaging
☐ Knowledgeable
☐ Unknowledgeable
☐ Ineffective
☐ Unengaging

Explain: _____

3. Please rate the seminar/workshop materials:

☐ Excellent
☐ Above Average
☐ Fair
☐ Below Average
☐ Poor

Explain: _____

4. I found this seminar/workshop

☐ Excellent
☐ Above Average
☐ Fair
☐ Below Average
☐ Poor

Explain: _____

5. Is there anything that might have improved your seminar/workshop experience?

6. Seminar or workshop topics I would like to see in the future:

7. Would you recommend this seminar/workshop?

☐ Yes
☐ NO

Explain: _____

Estimated Education Series Budget

FY 2015-2016

Budget

Marketing	\$9,000
Logistics & Reporting	\$5,800
SFBI	\$4,200
Programming/Presenters	\$5,000
Total	\$25,000



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 SCORE

3 Complete information requested ☒ Plus GRT
☐ Inclusive of GRT

Original Contract Amount: \$25,000.00

Termination Date: June 30, 2016

☒ Approved by Council Date: July 22, 2015

☐ or by City Manager Date: _____

Contract is for: Business Education Services - RFP # 15/38/P - Small business assistance workshops and seminars for start-up, non-profit and existing businesses.

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 \$ 25,000.00 of original Contract# _____ Termination Date: 06/30/2016

Reason: Business Education Services - RFP # 15/38/P.

Amount \$ ----- amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: 09/30/2014

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$25,000.00



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

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

RFP# 15/38/P Date: May 11, 2015

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

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

7 Funding Source: Economic Development Fund **BU/Line Item:** 22116.5103

8 Any out-of-the ordinary or unusual issues or concerns:
N/A
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Fabian Trujillo
Phone # 955-6912

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:

Item B



DATE: July 22, 2015

TO: Business and Quality of Life Committee

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

RE: Youthworks! Professional Services Agreement (PSA) Renewal

Background:

Beginning in 2008, the City's Economic Development Division contracted with Youthworks! to run a workforce development program which places local youth at local businesses in mentored-internships and provides corresponding education and case management to propel the students forward into careers or further education. The program has been nationally recognized on a number of occasions (most recently in 2015 by the federal program Youthbuild) as a model for workforce development using community partnerships.

The program has evolved over the years, but the core function of it remains the same: placing young people from Youthworks! with local businesses and organizations for on-the-job training and mentoring. The program added an entrepreneurial development component in FY 2013-2014, in response to the desires and interests of the young people which Youthworks! serves.

In 2012, Youthworks! was again selected as the primary workforce development contractor after an RFP process. Youthworks! has continued to evolve the program and improve the program outcomes. Last year (2014-15), they exceeded the required contract measurements, highlights of that include: an increase in placements by almost 24% (81 total placements) and an increase in program completions (360 hours of training) to an 88% completion rate (71 successful completions). Also, 72% of participants secured post-apprenticeship employment (58 individuals). The program has leveraged \$706,829 into the local economy in wages paid by businesses and organizations

Item and Issue:

The contract is set up so that there are two streams of funding: 1) administration of the program at \$3577.50 bi-weekly for a total of \$93,015 and 2) wage subsidy and supplies for apprentices actually working – paid on a reimbursement basis up to \$103,185. The contract includes the following minimum benchmarks: **50-60 placements with 35-45** program completions.

Recommendation

Staff recommends approval of the PSA with Youthworks! through July 31, 2016. This brings the total amount of the contract to \$196,200. Funding will be allocated from business unit 22116 and line item 510340.

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

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

1. SCOPE OF SERVICES

A. Program Services: The Contractor shall provide workforce development services to the City by executing the Workforce Innovation Program (WIP) for disengaged local youth, as referenced in Appendix A.

B. Program Deliverables: Outcomes for the Workforce Innovation Program shall include:

(1) Train at-risk youth for stable employment in the community.

(2) Assist businesses to manage employment of disengaged youth and integrate them successfully into company operations.

(3) Increase the number of qualified workers in Santa Fe.

(4) Improve the economic stability for youth in Santa Fe and the greater community.

(5) To promote entrepreneurial efforts and business formation knowledge among the youth and young adult community of Santa Fe.

C. Program Components: Successful execution of the WIP includes but is not limited to the following:

(1) Provide enhanced workforce development through soft skills training (i.e. writing resumes, interview skills, appropriate dress, and timeliness.)

(2) Prepare at-risk youth to work in growing industries by building relevant skills for potential career areas including: science and technology, culinary, health care, building trades, and other areas that offer career pathways and opportunity.

(3) Provide apprenticeship placements with local businesses. A completed apprenticeship placement is defined as 360 hours (average placement is 12 weeks x 30 hrs/week) to include educational development, job and entrepreneurial training, professional training and on the job hours delivered in apprenticeship placement.

(4) Develop and implement higher education and career pathways for WIP program participating youth in alignment with chosen career tracks through enrollment in community college and/or other certification coursework. A

(5) Provide basic entrepreneurial training and business operation knowledge with the option of assisting participants to start-up entrepreneurial ventures under the fiscal and programmatic guidance of YouthWorks, including the potential need to enlist professional consultants/trainers, to promote small business start-up as a potential career pathway.

D. Deliverables: Upon incremental completion of the services outlined in Article 1.B. above, the Contractor shall provide the following deliverables:

(1) A minimum of 20 hours of soft skills training shall be delivered and completed per participant.

(2) A minimum of 240 and a maximum of 360 hours of apprenticeship placement shall be completed per participant (the approximate range of 20 hours per week for 32 hours per week with participating employer).

(3) 50-60 total participants shall be engaged in the services provided through the WIP program throughout the program year.

(4) 35-45 individuals (approximately 70%) shall successfully complete the WIP program in the course of the program year. Successful program completion is quantified as 360 hours of combined educational development, job and entrepreneurial training and direct apprenticeship placement.

(5) 10 individuals (approximately 20%) of WIP participants shall be enrolled in at least one community college course or another career or skills oriented certification course within the timeframe of the placement or within the six month program follow-up period.

(6) Up to 12-14 participants may attend WIP Future Entrepreneur Program's entrepreneurial courses as designed. Each enrollee shall receive knowledge and skills to understand simple, small business design and each shall be required to create and submit a business plan by the completion of the course.

(7) Up to five (5) Future Entrepreneur Program participants may be selected to receive business start-up seed funding in order to launch a small business. Selection criteria shall include, but is not limited to, a viable business plan. These individuals/businesses shall receive coaching in product/idea design, marketing and business sustainability through the professional assistance of the Future Entrepreneur Program Coordinator(s).

Additionally, promising entrepreneurial small business ventures may be launched in the creation of eventual youth-run businesses with the assistance/guidance of YouthWorks and necessary professional trainers.

(8) Tracking of participant program

achievements and post program information shall be conducted for a minimum of six months after program exit to include documentation of subsequent educational and/or career steps. This information shall include, but is not limited to, a) number of participants employed, b) number enrolled in higher education or career certification, c) other notable job and career achievements, d) number participating/attending entrepreneurial program workshops, and e) those for whom no information is no longer available.

(9) Results of participant intake and exit

skills assessment surveys shall be documented for each participant. Data shall be provided to the City of Santa Fe via quarterly reporting.

E. Monthly Reports: Provide Monthly Reports

that reflect the contract deliverables and economic development impacts for the City of Santa Fe. The report shall include both quantifiable and qualitative measures.

(1) Number of program participants

positively engaged in the WIP program per quarter.

(2) Number of program participants who

receive or make progress towards levels of GED attainment and/or any certifications or college credits obtained.

(3) Number of program participant hours completed to date, breakdown of those hours (training, apprenticeship and job type, entrepreneurial) and progress towards completion of program (per participant), as well as distinct progress towards the completion of total WIP contract deliverables.

(4) Monthly reported data /tracking of case management items to be addressed for every participant, including the resource needs of each apprentice, how the needs are met, and any notes on barriers to progress.

(5) Provide a list of businesses/employers participating in the program including business type.

(6) Provide a list of Future Entrepreneurial Program Workshop dates and number of participants in attendance. Narrated workshop content/subject matter shall be attached, as well as any instructional tools or materials that were provided to participants.

F. Final Report: Provide a final aggregate report and summary, upon completion of all services, regarding all WIP activities undertaken and data obtained to support overall program evaluation and effectiveness.

G. Marketing: The Contractor agrees to include on all marketing materials, the City of Santa Fe's logo and related branding.

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 one hundred ninety six thousand two hundred dollars (\$196,200) inclusive of gross receipts taxes. Payment shall be made according to the following:

(1) A sum of ninety three thousand fifteen dollars (\$93,015) for program management services. This payment shall be made on a bi-weekly basis in the amount of for twelve months.

(2) A sum of one hundred three thousand one hundred eighty five dollars (\$103,185) shall be made to the Contractor for direct expenses related to participants in the

program. This includes, but is not limited to, wages, tuition, and supplies and contractual Entrepreneurial Consulting fees, and seed funds for up to 5 participants to start small businesses. This shall be reimbursed with supporting documentation of actual expenses.

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

C. Payment shall be made upon receipt of biweekly invoices and approval by the City. Invoices shall include short detailed statements containing a description of work completed for WIP, which shall include but is not limited to staff achievements and accomplishments of WIP participants. This is in addition to the quarterly and final reports indicating satisfactory progress towards deliverables of this Agreement.

4. APPROPRIATIONS

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

to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate amended to July 31, 2016, unless sooner pursuant to Article 6 below.

B. Option to Renew. The City retains the right to renew this Agreement up to one additional one year term 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:
YouthWorks
1000 Cordova Place
#415
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: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
YOUTHWORKS

APPROVED AS TO FORM:

By: _____
(Name & Title)

KELLEY A. BRENNAN,
CITY ATTORNEY

CRS # 02-471161-006
City of Santa Fe
Business
Registration # 15-0091367

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

APPENDIX A:

Project Narrative: The Workforce Innovation Program (WIP) is a job training and workforce development program with an entrepreneurial component that will engage forty-five (45) to fifty (50) disadvantaged youth and young adults (ages 16-24) in job training and apprenticeships up to (but not limited to) 380 hours per participant over the course of the 12 month grant period.

The primary goal of the Workforce Innovation Program is to build the skills and labor market preparedness of Santa Fe's workforce through paid mentored, internship placements for disadvantaged youth in partnership with local businesses and professionals. Through the integration of:

- on-the-job training and
- intensive job readiness/soft-skills training,
- skills assessments/educational needs assessments,
- career path interest identification,
- individualized case management,
- specialized skills development through college or professional certification course enrollment, and
- the opportunity to receive entrepreneurial training workshops and consultancy,

the Workforce Innovation Program (WIP) will equip every participant with the entry-level skills needed to transition to either 1) unsubsidized career-track employment, 2) the pursuit of advanced training/education, or 3) apply gained knowledge in regard to entrepreneurialism and business start-up models and initiatives.

Entrepreneurial Program participants will each prepare a small business plan, with the possibility for a select few to receive start-up business seed funds to launch a small income producing operation.

Job placement will include but is not limited to the following areas:

- (1) Health Care and associated Medical Arts
- (2) Trades (Green and Traditional)
- (3) Science and Technology
- (4) Landscaping/Horticulture
- (5) Media Arts and Production
- (6) Culinary Arts
- (7) Newly established Business operations of any nature.

WIP Program Process: Participants will be selected from a pool of applicants that pass through an application process, which includes an interview conducted by trained staff, a week of mental toughness to include pre-placement assessments, and a three-day orientation that includes soft skills training and that provides an overview of program requirements and program expectations.

Apprenticeship Pay Structure: Selected participants will receive stipends of \$10.66 per hour for up to 32 hours per work/training week for up to twelve weeks or any combination of approved program engagement hours totaling up to a minimum of 240 to a maximum of 380 hours.

Participating Program Employers: Employers will participate in a program orientation outlining requirements and expectations. Employers will be eligible to receive coaching and support in the provision of positive mentoring and supervision of participant intern/employees. Employers will be required to commit to contribute \$7.15 per hour for each trainee with additional costs and insurance covered by ¡YouthWorks!.

Job and Career Coaching: Before placement, the WIP program Coordinator/Job coach will help participants explore job interests through the application of a career interest/skills assessment tool to match career options with their interests. Results will be analyzed and utilized to ensure appropriate apprenticeship placement and to assist in the design of an impactful educational/training plan for use in the future. In addition, the assessments will be administered twice throughout the apprenticeship period to measure all areas of skills gain/improvement over time.

Individualized Case Management: Participants will receive weekly individualized coaching and case management to ensure successful placement. Case managers will work closely with participants to assist to solve personal issues and identify supportive resources & services, such as obtaining a driver's license or finding housing that will enable participants to successfully complete their apprenticeship placement as well as achieve their future with sustained stability. Case management is a critical component in working with this disenfranchised population. Case management delivers a wrap around support system designed to fully engage and support youth and young adults in their employment commitment. Case managers support each individuals' personal growth and community engagement throughout the program, and thereafter. This support delivers measurable positive impact in the lives of participants as well as for the reduction of recidivism and non-productivity among the youth and young adult population of Santa Fe in the community part of the program will prepare students for college and career success by building basic soft and technical skills, including but not limited to: literacy, math, time management, , communication skills and the ability to work as a team member.

Trainee Education: ¡YouthWorks! will offer staggered educational resources based of the needs of WIP participants measured by The Adult Basic Education Test (TABE), including: GED preparation courses, pre-GED testing assessments, college advisement, college course enrollment, certificate program enrollment, and tutoring services in all subject areas. Additionally, Computer Literacy courses will be offered at the facilities to prepare students for increased technological demands in the workplace. ¡YouthWorks! will partner with staff at Santa Fe Community College (SFCC) and trades professionals to place participants in appropriate classes and workshops and provide educational support for college and career certification success. By becoming involved with local businesses, professionals and the community college, students will increase their leadership skills and critical thinking abilities while becoming productive members of the community.

Future Entrepreneurs Training: The Entrepreneurial Training Course will educate youth in the concepts surrounding the starting and owning of their own businesses. They will be led through the development of an idea or product by designing a basic business plan. YouthWorks may appropriate funds for up to 5 participants' business plan designs for start-up seed funding. These five participants will receive individualized business coaching, product/idea development and assistance with marketing to launch a small business.

Project Schedule: A series of 12-week apprenticeships and/or “mentored-internship” sessions will be conducted during the 12-month program period. A final report for the City of Santa Fe will be prepared at the end of the 12-month contract period. During each apprenticeship period, ¡YouthWorks! will deliver 1) an orientation for businesses 2) as well as participants, 3) soft skills training for all participants prior to and as needed throughout placement, 4) administration of two skills assessment tests to take place during the 12 week period, to measure skills gain and progress, and a 5) final employer and 6) apprentice evaluation will be conducted. 7) A bi-annual scheduled Entrepreneurship Training Program coursework will be conducted through contractual coordination of entrepreneurial trainer(s), open to current and potential participants.

Each quarterly WIP session will consist of youth participants working an average of 32 hours per week for 12 weeks or the equivalent of 380 total hours. An estimated total of 45-50 at-risk-youth participants will participate in the WIP; The program will begin in July 2014 and finalize in June 2015.

Planning Phase:

1. Update and create additional program materials, policies, procedures and program structure
2. Create a detailed timeline by which to implement all program components
3. Recruit and retain contractual Entrepreneurship Coordinator(s) for Future Entrepreneurs Program Course and materials design and implementation.
4. Recruit interested employer/businesses for apprenticeship placement.

5. Define apprenticeship program opportunities and employer needs
6. Identify other programs to support apprenticeships
7. Finalize College Course Curriculum and Soft Skills Curriculum
8. Collaborate with Santa Fe Community College to set-up enrollment, registration and administration procedures and processes for potential college or certification course enrollment
9. Plan and develop employer mentoring training for employers

Benchmarks:

1. Initiate youth interviews and participant orientation at the beginning of each program session.
2. Recruit and retain interested businesses and employers.
3. Interview employers and youth to make appropriate placements and matches.
4. Conduct entrepreneurial training courses in collaboration with local professionals such as Santa Fe Business Incubator and other resources.
5. Develop relationships with employers and apprentices to resolve conflicts and provide support
6. Maximize placement of participants for each period
7. Conduct and record assessments and skills attainment for progress reporting
8. Conduct case management and follow up services for each participant

Action Items

Item A

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY

Resolution No. 2015-____ Meow Wolf Support

SPONSOR(S): Councilors Rivera and Lindell

SUMMARY: The proposed resolution supports Meow Wolf and their project, The House of Eternal Return and efforts to diversify the economy, revitalize an economically distressed neighborhood and provide a unique family entertainment option for Santa Fe.

PREPARED BY: Rebecca Seligman, Legislative Liaison Assistant

FISCAL IMPACT: Yes

DATE: August 3, 2015

ATTACHMENTS: Resolution
FIR

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

2 **RESOLUTION NO. 2015-____**

3 **INTRODUCED BY:**

4
5 Councilor Christopher Rivera

6 Councilor Signe Lindell

7
8
9
10 **A RESOLUTION**

11 **TO SUPPORT MEOW WOLF AND THEIR PROJECT, THE HOUSE OF ETERNAL**
12 **RETURN AND EFFORTS TO DIVERSIFY THE ECONOMY, REVITALIZE AN**
13 **ECONOMICALLY DISTRESSED NEIGHBORHOOD AND PROVIDE A UNIQUE FAMILY**
14 **ENTERTAINMENT OPTION FOR SANTA FE.**

15
16 **WHEREAS,** Santa Fe's economic development efforts have focused on diversifying the
17 economy for more than a decade; and

18 **WHEREAS,** there is a need to attract and retain innovative talent in Santa Fe's economy;
19 and

20 **WHEREAS,** bringing together artists and technology to develop products and expand Santa
21 Fe's economy has been an explicit goal; and

22 **WHEREAS,** product development and patents are widely considered a measure of
23 innovation in an economy; and

24 **WHEREAS,** Meow Wolf is a grass roots artist collective which has gained national attention
25 for its interactive exhibitions in Santa Fe and throughout the country; and

1 **WHEREAS**, Meow Wolf will produce in central Santa Fe a unique, family entertainment
2 experience focused on art, imagination, and play which will give local and tourist families a much-
3 needed option of activity; and

4 **WHEREAS**, Meow Wolf will produce a family entertainment experience and cultural
5 attraction that will strengthen Santa Fe's standing in the art, technology and tourism industries; and

6 **WHEREAS**, through the development of this project Meow Wolf is bringing together artists,
7 developers, designers, musicians, filmmakers, writers and other creative workers to develop a large
8 scale interactive installation and experience; and

9 **WHEREAS**, Meow Wolf will create 80 short-term jobs between May and November, 2015
10 and 30 full-time, and 35 part time retainable jobs in the City of Santa Fe, beginning in November of
11 2015; and

12 **WHEREAS**, this family entertainment experience will be delivered at an affordable cost for
13 all local Santa Fe families; and

14 **WHEREAS**, the Meow Wolf project is an important force in revitalizing an economically
15 distressed area of town including a 33,000 sq. ft. building and 2.7 acre lot of land on Rufina Circle;
16 and

17 **WHEREAS**, Meow Wolf will offer hands-on arts education opportunities in a central area of
18 town that is easily accessible by families that live in all four city districts; and

19 **WHEREAS**, the project brings together artistic designers with computer programmers and
20 digital fabrication tools to create a product development and prototyping facility capable of
21 manufacturing exportable products from Santa Fe; and

22 **WHEREAS**, Meow Wolf will offer high-tech job training and usage of digital fabrication
23 tools (CNC Router, Laser Cutter, 3D Printer, etc.) to employees and the community at large, and

24 **WHEREAS**, the facility's outdoor space will be a venue for hosting community events that
25 will bring surrounding, diverse Santa Feans together; and

WHEREAS, Meow Wolf will offer open venue space for music events and live performance to better support an ecosystem of creative development in the performing arts.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE recognizes the economic importance of the Meow Wolf project and shall allocate up to \$60,000 of funds to the project for the following economic development services:

1. Employment and skill development of a minimum of 40 individuals
2. High-tech training on digital fabrication tools
3. A minimum of 20 internship opportunities for SFUAD and other students
4. Online gift shop for local products
5. A minimum of 25 products in some stage of development and prototyping to end up as exportable products
6. A minimum of six patent applications
7. Opening to the public of an interactive family oriented attraction

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2015.

JAVIER M. GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

M/Legislation/Resolutions 2015/Meow Wolf support

City of Santa Fe Fiscal Impact Report (FIR)

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

Section A. **General Information**

(Check) Bill: _____ Resolution: X

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

Short Title(s): **A RESOLUTION TO SUPPORT MEOW WOLF AND THEIR PROJECT, THE HOUSE OF ETERNAL RETURN AND EFFORTS TO DIVERSIFY THE ECONOMY, REVITALIZE AN ECONOMICALLY DISTRESSED NEIGHBORHOOD AND PROVIDE A UNIQUE FAMILY ENTERTAINMENT OPTION FOR SANTA FE.**

Sponsor(s): Councilors Rivera and Lindell

Reviewing Department(s): Housing and Community Development Department

Persons Completing FIR: Kate Noble Date: 8/3/15 Phone: 955-6915

Reviewed by City Attorney: *Villy A. Berman* Date: 8/4/15
(Signature)

Reviewed by Finance Director: *[Signature]* Date: 8-4-2015
(Signature)

Section B. **Summary**

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

The proposed resolution supports Meow Wolf project, The House of Eternal Return and efforts to diversify the economy, revitalize an economically distressed neighborhood and provide a unique family entertainment option for Santa Fe.

Section C. **Fiscal Impact**

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

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

1. Projected Expenditures:

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

Finance Director: *[Signature]*

_____ Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY 2015/16	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected

Personnel*	\$ _____	_____	_____	\$ _____	_____	_____	_____
Fringe**	\$ _____	_____	_____	\$ _____	_____	_____	_____
Capital Outlay	\$ _____	_____	_____	\$ _____	_____	_____	_____
Land/ Building	\$ _____	_____	_____	\$ _____	_____	_____	_____
Professional Services	\$60,000	_____	_____	\$ _____	_____	_____	_____
All Other Operating Costs	\$ _____	_____	_____	\$ _____	_____	_____	_____
Total:	\$60,000			\$ _____			

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

2. Revenue Sources:

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

Column #:	1	2	3	4	5	6
	Type of Revenue	FY 2015-16	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected

_____	\$60,000	NR	\$ _____	_____	Economic Development Fund (22116.510340)
_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
Total:	\$60,000	NR	\$ _____		

3. Expenditure/Revenue Narrative:

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

Economic Development Fund – Business unit 22116-line item 510340. The funds for this resolution are included in the approved budget for economic development in FY 2015/16

Section D. **General Narrative**

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

None staff is aware of

2. Consequences of Not Enacting This Bill/Resolution:

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

If this resolution is not enacted, the high technology fabrication training, internship opportunities, development of new patents and the opening of an innovative interactive family entertainment facility in Santa Fe would be delayed and there would be a reduced capacity for product development.

3. Technical Issues:

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

No

4. Community Impact:

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

This project will generate positive economic and social impacts to the City. Meow Wolf will invigorate the Siler Road area of the City which is an economically disadvantaged area of Santa Fe. Meow Wolf will provide cutting edge family entertainment, create jobs of artists, develop innovative patents and provide fabrication training for Santa Fe area residents. They will train 40 individuals, create 20 internships, develop 28 exportable products, and register six patents. They will also provide family entertainment to families and satisfy a need identified in the Southwest Planning Initiative in 2011.

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 Meow Wolf LLC. (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

A. Program Services: The Contractor shall provide workforce development and local product creation services.

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

(1) Phase 1:

(a) Employment and skill development of 40 individuals at a minimum of 30 hours per week for a minimum of 20 weeks (minimum of 24,000 hours of paid employment). This includes but is not limited to: skill development in computer programming and digital fabrication tools.

(b) Provide a minimum of 20 internship opportunities for college level students which include transferable credit hours and consists of a minimum of 120 hours of work experience.

(2) Phase 2:

(a) Twenty (20) people trained with skills to use fabrication tools.

(b) Three(3)exportable products, to be sold outside of Santa Fe, which are market ready.

(3) Phase 3

(a) Report on skill development of workers (both full time staff and interns). Update must detail the skillsets developed by recently trained workers and interns.

(b) A minimum of 3 patents applied for.

(4) Phase 4: Creation of an online gift shop or local products. This shall include 30 locally created products by the Contractor upon launch. An additional 25 products must be in some stage of development and/or prototyping to be products sold outside of Santa Fe.

(5) Phase 5:

(a) A minimum of six patent applications submitted.

(b) Opening of interactive, family oriented attraction.

(c) Final economic impact analysis to be done by an independent party. This shall include, but is not limited to: wages paid, jobs created, GRT generated.

C. Reporting:

Reports shall be delivered for each phase according to the metrics outlined in Appendix A. These shall include but are not limited to:

(1) Documenting skill development for each worker in technology, digital art, and media training (e.g. cnc, laser, 3d printing). The Contractor shall report the number of employee hours completed to date, provide a breakdown of those hours (e.g. training and job type) and the specific skillsets being developed.

(2) Internship details for each individual including school enrolled in, credit hours, wages paid and next steps for the individual at the completion of the internship.

(3) Documentation of all locally created products and their market value. This also includes products that have been exported and or sold outside of Santa Fe.

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 sixty thousand dollars (\$60,000), inclusive of gross receipts taxes. Payment shall be made according to the following:

(1) A sum of twenty thousand dollars (\$20,000) for the deliverables of Phase 1.

(2) A sum of ten thousand dollars (\$10,000) for the deliverables of Phase 2.

(3) A sum of ten thousand dollars (\$10,000) for the deliverables of Phase 3.

(4) A sum of ten thousand dollars (\$10,000) for the deliverables of Phase 4.

(5) A sum of ten thousand dollars (\$10,000) for the deliverables of Phase 5.

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

C. Payment shall be made upon receipt of detailed invoices which shall be approved by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

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

6. TERMINATION

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

(1) The Contractor shall render a final report of the services performed up to the date of

termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

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

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

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:
Meow Wolf LLC
1352 Rufina Circle
Santa Fe, NM 87507

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

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: _____

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
MEOW WOLF LLC

APPROVED AS TO FORM:

By: _____
(Name & Title)

KELLEY A. BRENNAN,
CITY ATTORNEY

CRS # 03-310564-00-2
City of Santa Fe
Business
Registration # _____

APPROVED:

OSCAR RODRIGUEZ, DIRECTOR
FINANCE DEPARTMENT

22116.510340
BUSINESS UNIT/LINE ITEM

Appendix A

Quarterly Reports according to each phase outlined in the contract shall include, but are not limited to, the following information:

Phase 1:

a.) The contractor shall track individuals/employees trained and the following information:

Worker Number	Targeted Skills	Skill Level at Entry (1-10)	Hours of Training to Date & Paid Employment	Skill level at time of reporting (1-10)

b.) The contractor shall track interns and the following information:

Intern Number	Targeted Skills	Skill Level at Entry (1-10)	Hours of Training to Date	Skill Level at Time of Reporting (1-10)	Name of Students Institution	Academic Field/ Major of Student

Phase 2:

- Updated charts as per Phase 1 with continued reporting on progress.
- Description and relevant information for each of the 3 products:
 - Cost of production
 - Retail pricing
 - Where product is/will be sold

Phase 3:

- Updated charts as per Phase 1 with continued reporting on progress.
- Description of all 3 patents applied for and stage of or next/steps for application.

Phase 4:

- Evidence of an online gift shop
- Description of the 30 local products, including creator and pricing information.
- Description of 25 exportable products and relevant details, including:
 - Cost of production
 - Retail pricing
 - Where product is/will be sold

Phase 5

- Description of the 6 patents applied for and stage of or next/steps for application.
- Economic impact study completed by an independent contractor.

Item B



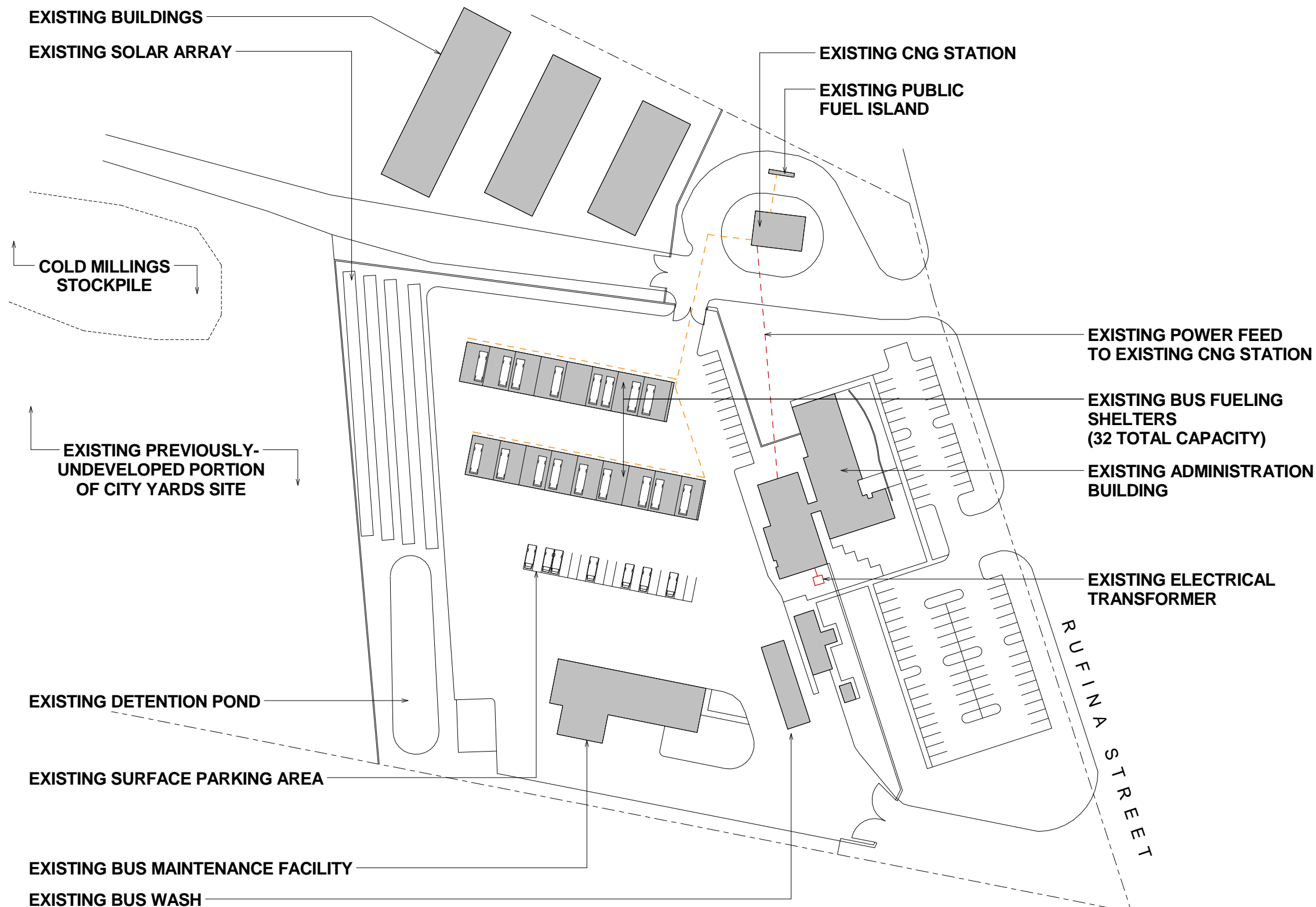
CNG Fuel Facility Upgrades CIP Project #657A



HUITT-ZOLLARS

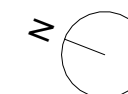
6501 Americas Parkway NE
Suite 550
Albuquerque, NM 87110
(505) 883-8114

July, 2015



0 50 100
FEET

Existing Site Layout



LEGEND

- EXSITING CNG PIPING
- EXSITING ELECTRICAL LINES



CNG Fuel Facility Upgrades CIP Project #657A



HUITT-ZOLLARS

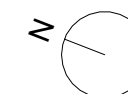
6501 Americas Parkway NE
Suite 550
Albuquerque, NM 87110
(505) 883-8114

July, 2015



0 50 100
FEET

Proposed Site Layout



LEGEND

- EXISTING CNG PIPING
- EXISTING ELECTRICAL LINES
- NEW CNG PIPING
- NEW ELECTRICAL LINES
- NEW STORMWATER PIPING
- NEW IMPROVEMENTS