



Economic Development Advisory Committee

August 14, 2019



Agenda

Economic Development Advisory Committee

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

**Wednesday, August 14, 2019
11:00 AM**

- I. PROCEDURES
 - A. Roll Call
 - B. Approval of Minutes
 - 1. July 31, 2019
 - C. Approval of Agenda
 - D. Approval of Consent Agenda
- II. CONSENT AGENDA (None)
- III. ACTION ITEMS
- IV. EXECUTIVE SESSION – In accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1(H)(6), discussion in which the contents of competitive sealed proposals (RFP #19/48/P).
 - A. Request for review and approval of a four year, Professional Services Agreement in the total amount of \$200,000 for Business Accelerator Program; RFP # 19/48/P; Global Center for Cultural Entrepreneurship (GCCE dba Creative Start-ups). (Rich Brown, Development Specialist Associate, rbrown@santafenm.gov, 505-955-6625).
- V. ITEMS FROM THE COMMITTEE
- IV. ITEMS FROM STAFF
- V. ITEMS FROM THE CHAIR
- VI. ITEMS FROM THE PUBLIC
- VII. ITEMS NEXT MEETING DATE – **September 11, 2019**

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

RECEIVED AT THE CITY CLERK'S OFFICE
DATE: August 7, 2019
TIME: 3:09 AM

Executive Session

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Global Center for Cultural Entrepreneurship (GCCE dba Creative Startups)

Procurement Title: Business Entrepreneur Accelerator Program

Solicitation RFP#: 19/48/P

Department Requesting/Staff Member Economic Development – Rich Brown

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Rich Brown
Department Rep Printed Name and Title

Shirley Rodriguez
Department Rep Signature attesting that all information included

Shirley Rodriguez Digitally signed by Shirley Rodriguez
Date: 2019.08.05 11:58:31 -06'00'

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Reviews/Reference Check Questionnaires
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pricing evaluation
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final overall evaluation matrix or summary of evaluator scores
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

AWARD*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fully executed Memo to Committees from the Department with recommendation of award
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract Award Notice
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Email or notification sent to all Proponent(s)/Offerors that award was made
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waiver or "No Action Taken" from Procurement Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

DISCLOSURES*

YES N/A

Contractor Disclosures & Conflicts of Interest		
<input type="checkbox"/>	<input type="checkbox"/>	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
Contractor –Conflicts of Interest		
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of Interest Form signed by all parties
<input type="checkbox"/>	<input type="checkbox"/>	Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures		
<input type="checkbox"/>	<input type="checkbox"/>	Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor –Conflicts of Interest		
<input type="checkbox"/>	<input type="checkbox"/>	Purchasing Officer Letter or email to designated individual regarding potential conflict
<input type="checkbox"/>	<input type="checkbox"/>	Conflict of Interest form signed by all parties
<input type="checkbox"/>	<input type="checkbox"/>	Letter from Legal Office regarding the potential conflict
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

CONTRACT*

YES N/A

<input type="checkbox"/>	<input type="checkbox"/>	Copy of Executed Contract
<input type="checkbox"/>	<input type="checkbox"/>	Copy of all documentation presented to the Committees
<input type="checkbox"/>	<input type="checkbox"/>	Finalized Council Committee Minutes
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

MISCELLANEOUS FILE*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Local Preference Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	New Mexico Residence Form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Veterans Exemption
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

PROTEST (If applicable)*

YES

N/A

☐
☐
☐
☐☐
☐
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☐

Documentation from protester filed with the Purchasing Office
Letter from Department to Purchasing Office Providing response to protest
Letter from Purchasing Officer to protester and Department on final outcome
Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES

N/A

☐☐

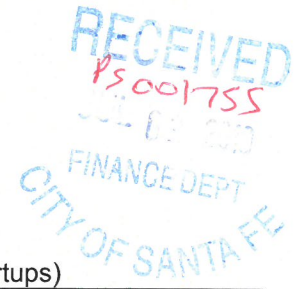
Original proposal (s) with no redactions

Richard Brown
Department Rep Printed Name and Title

[Signature]
Department Rep Signature attesting that all information included



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 Global Center for Cultural Entrepreneurship (GCCE dba Creative Startups)

3 Complete information requested ☐ Plus GRT
☒ Inclusive of GRT

Original Contract Amount: \$200,000.00

Termination Date: June 30, 2023

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: Business Entrepreneur Accelerator Program - RFP # 19/48/P

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ 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 \$ _____

Amount \$ _____

Amount \$ _____

Amount \$ _____

Amount \$ _____

Reason: _____

Total of Original Contract plus all amendments: _____



City of Santa Fe

Summary of Contracts, Agreements, & Amendments

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

RFP# 19/48/P Date: June 14, 2019

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** _____

example: (First year of 4 year contract)

Thelma Rodriguez
Purchasing Officer Review

Comments or Exceptions: _____

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

mm 7/3/19
Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

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

Phone # 505-955-6334

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

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:



City of Santa Fe New Mexico

Memorandum



DATE: August 2, 2019

TO: Economic Development Advisory Committee – July 31, 2019
Public Works – August 12, 2019
Finance Committee – August 19, 2019
City Council – August 28, 2019

VIA: Alexandra Ladd, Interim Director of the Office of Economic Development *ALL*

FROM: Richard Brown, Development Specialist Associate *RB*

ISSUE: Award of Request for Proposal # '19/48/P
Business Entrepreneur Accelerator

BACKGROUND AND SUMMARY:

On May 27, 2019, the City advertised a request for proposals #19/48/P. This RFP was to seek out qualified respondents to provide professional services to the City in the operation of a business entrepreneur accelerator and networking program. These types of programs broadly serve the current and future needs of people working to improve their business and the economy at large.

This project is important to the City because its Office of Economic Development ("SFOED") has a long history of supporting and growing business enterprises and improving the City's economy. The City's vision and strategic accomplishments have helped foster early-stage startups, small business, workforce development, educational programming and community development.

In response to the RFP, the City received and evaluated four (4) proposals. The following proponents applied:

1. Creative Startups
2. Innovate + Educate
3. MIX Santa Fe
4. Santa Fe Business Incubator

Our final recommendation is to award Global Center for Cultural Entrepreneurship dba/Creative Startups as the business entrepreneurial accelerator program provider for \$50,000. This would be a strategic move on our part to ensure that the community has access to these types of services for business growth.

It would not only meet our long term community and economic development goals, but also provide support to two local organizations that would continue to excel in our entrepreneurship ecosystem. The results would be real, measurable and sustainable for the entrepreneurial community and our workforce.

The Department will budget funding for this service from account number or numbers:

Munis Contract #: 3200713

Fund Unit: 212

Business Unit: 2122800

Object Account: 510340

ACTION:

The Office of Economic Development requests the Governing Body approve the selection of Global Center for Cultural Entrepreneurship dba/Creative Startups as the business entrepreneurial accelerator program provider for \$200,000. A copy of the Professional Services Agreements is attached.

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Global Center for Cultural Entrepreneurship (GCCE dba Creative Startups)**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

The City is inviting proposals from qualified respondents with entrepreneurship networks and proven business development success and experience to provide services to the City in the operation of an accelerator and business networking program. While both may broadly serve the current and future needs people working to improve their business and the economy at large, we are also interested in respondents who can strengthen existing business sectors like film, hospitality, healthcare, construction and local service businesses, as well as expand and strengthen growing ecosystems like technology, creative economy and consumer packaged goods.

B. **Performance Measures.**

Contractor shall substantially perform the following Performance Measures:

- (1) Qualitative goals:
 - (a) Enhance the value of start-ups and small businesses by increasing their probability of success;
 - (b) Help to strengthen and diversify the City’s economy by supporting entrepreneurship and innovation that reinforce traditional sectors and advance burgeoning sectors;
 - (c) Help create high-quality jobs throughout the City; included entrepreneurs that are starting local and economic-base businesses; and
 - (d) Actively seek inclusive entrepreneurship.
- (2) Overall Quantitative goals for accelerator:
 - (a) Number of businesses launched or grown,
 - (b) Number of jobs created by, percent of entrepreneur candidates approved for cohort that are aligned with SFOED industry sectors, and dollar value of contribution to New Mexico GRT.
 - (c) After six (6) months and one (1) year, submit business status update report on cohort graduates (in business/out of business, funding secured/not secured, amount of funding)
- (3) Specific Measurable Goals: FY20 and FY21 (to be reviewed and amended after FY21):
 - (a) Increase Santa Fe's rate of businesses created

Goal: 15 new businesses created
Measurement: Number of participating entrepreneurs opening new businesses
Method: Count local business licenses that are issued (survey entrepreneurs)

(b) Build the value of regional startups and small businesses
Goal: 15 new businesses created
Measurement: Number of participating entrepreneurs opening new businesses
Method: Work closely with Kauffman E-ship program to monitor new businesses that participate

(c) Grow high wage jobs
Goal: 10-15 new jobs created
Measurement: Creative Startups data shows that for every \$100k invested Creative Startups programs create an average of 9.95 jobs. This jumps to roughly 48 jobs when including the average arts jobs multiplier.
Method: Post-course evaluation with startups

(d) Support the development of a skilled workforce
Goal: 90% of participating entrepreneurs complete program at "Expert" or "Very Comfortable" levels.
Measurement: Entrepreneurs reporting knowledge and skills increase
Method: Post-course evaluation with startups

(e) Increase local connections and social capital
Goal: 1) 90% of participating entrepreneurs complete program reporting "Very Strong" or business networks. 2) Networking events have no less than 30 people at each event
Measurement: 1) Entrepreneurs reporting knowledge and skills increase. 2) Entrepreneurs attending events and post-event feedback.
Method: 1) Post-course surveys. 2) Attendance counts at events and post-event surveys

(f) Strengthen our local food ecosystem and ecological resilience
Goal: 15 new businesses created
Measurement: Number of participating entrepreneurs opening new businesses
Method: Work closely with Kauffman E-ship program to monitor new businesses that participate

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in its Office of Economic Development 2019 – 2022 Strategic Work Plan on page(s) 20 - 21 and 29 – 30.

(or reference an Attachment 1, see below)

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$200,000).

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$50,000 dollars in FY20. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$50,000) in FY20.**

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$50,000 dollars in FY21. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$50,000) in FY21.**

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$50,000 dollars in FY22. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$50,000) in FY22.**

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of \$50,000 dollars in FY23. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$50,000) in FY23.**

B. Payment in FY20, FY21, FY22, and FY23 is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be

deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the

Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental

handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a

waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Office of Economic Development, P.O. Box 909, Santa Fe, NM 87504].

To the Contractor: [Alice Loy, Creative Startups 341 East Alameda, Santa Fe, NM 87501; alice@creativestartups.org]

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
CREATIVE STARTUPS

ALAN WEBBER, MAYOR

NAME AND TITLE

DATE: _____

DATE: _____

ATTEST:

CRS# 003 162695 005

Registration # 19-101076

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 7/2/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

22116.510340
Business Unit Line Item

Attachment 1

Scope of Work

Performance Measures

(Performance Measures should be based on the Scope of Work and must be tied to the Agency's Strategic Plan. The Plan should be referenced in the Measures and the applicable part of the Strategic Plan copied below or in an attachment. To the extent possible based on the nature of the work to be performed, the Measures should be "Output" oriented and specify an "Outcome.")

Performance Measures in Scope of Work shall contain measurable goals and objectives that are linked to the performance measures of the Agency's Strategic Plan:

Contractor shall substantially perform the following Performance Measures:

- (1) Qualitative goals:
 - (a) Enhance the value of start-ups and small businesses by increasing their probability of success;
 - (b) Help to strengthen and diversify the City's economy by supporting entrepreneurship and innovation that reinforce traditional sectors and advance burgeoning sectors;
 - (c) Help create high-quality jobs throughout the City; included entrepreneurs that are starting local and economic-base businesses; and
 - (d) Actively seek inclusive entrepreneurship.
- (2) Overall Quantitative goals for accelerator:
 - (a) Number of businesses launched or grown,
 - (b) Number of jobs created by, percent of entrepreneur candidates approved for cohort that are aligned with SFOED industry sectors, and dollar value of contribution to New Mexico GRT.
 - (c) After six (6) months and one (1) year, submit business status update report on cohort graduates (in business/out of business, funding secured/not secured, amount of funding)
- (3) Specific Measurable Goals: FY20 and FY21 (to be reviewed and amended after FY21):
 - (a) Increase Santa Fe's rate of businesses created
Goal: 15 new businesses created
Measurement: Number of participating entrepreneurs opening new businesses
Method: Count local business licenses that are issued (survey entrepreneurs)
 - (b) Build the value of regional startups and small businesses

- Goal: 15 new businesses created
 Measurement: Number of participating entrepreneurs opening new businesses
 Method: Work closely with Kauffman E-ship program to monitor new businesses that participate
- (c) Grow high wage jobs
 Goal: 10-15 new jobs created
 Measurement: Creative Startups data shows that for every \$100k invested Creative Startups programs create an average of 9.95 jobs. This jumps to roughly 48 jobs when including the average arts jobs multiplier.
 Method: Post-course evaluation with startups
- (d) Support the development of a skilled workforce
 Goal: 90% of participating entrepreneurs complete program at "Expert" or "Very Comfortable" levels.
 Measurement: Entrepreneurs reporting knowledge and skills increase
 Method: Post-course evaluation with startups
- (e) Increase local connections and social capital
 Goal: 1) 90% of participating entrepreneurs complete program reporting "Very Strong" or business networks. 2) Networking events have no less than 30 people at each event
 Measurement: 1) Entrepreneurs reporting knowledge and skills increase. 2) Entrepreneurs attending events and post-event feedback.
 Method: 1) Post-course surveys. 2) Attendance counts at events and post-event surveys
- (f) Strengthen our local food ecosystem and ecological resilience
 Goal: 15 new businesses created
 Measurement: Number of participating entrepreneurs opening new businesses
 Method: Work closely with Kauffman E-ship program to monitor new businesses that participate



GLOBCEN-02

DROMERO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2019

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

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

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE, Suite 101 Albuquerque, NM 87109	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Sentinel Insurance Company, Ltd. INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 11000
INSURED Global Center for Cultural Entrepreneurship 341 East Alameda Street Santa Fe, NM 87501	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		34SBAIJ0704	8/17/2018	8/17/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			34SBAIJ0704	8/17/2018	8/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A					E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe PO Box 909 Santa Fe, NM 87504-0909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY HUB International Insurance Services (NMX)		License # 0757776	NAMED INSURED Global Center for Cultural Entrepreneurship 341 East Alameda Street Santa Fe, NM 87501
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
City of Santa Fe is named as additional insured for General Liability