Henry P. Roybal Commissioner, District 1

Anna Hansen Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4

Ed Moreno Commissioner, District 5

> Katherine Miller County Manager

MEMORANDUM

Date:

November 28, 2017

To:

Board of County Commissioners

From:

Stephanie Schardin Clarke, Finance Director

Via:

Penny Ellis-Green, Growth Management Director

Chris Hyer, Economic Development Manager

Item:

Resolution 2017-_____, A Resolution Requesting a Budget Increase to the

Economic Development Fund (224) for a Grant Awarded Through the New Mexico Economic Development Department / \$8,000 (Finance Division /

Stephanie Schardin Clarke)

SUMMARY:

This grant is for a contractor to perform a feasibility study of whether the structures and surrounding property at the Ranch House area of La Bajada Ranch could be repurposed into a winemaking oriented facility that would offer services to small wineries in New Mexico.

BACKGROUND:

In November of 2009, Santa Fe County purchased approximately 470-acres of the Santa Fe Canyon Ranch (now known as the La Bajada Ranch), which is located southwest of Santa Fe, adjacent to the community of La Cienega. The south-eastern area of the property has a vacant ranch house, care takers' house and several accessory structures on it. Several ideas have been discussed as to a future use of these buildings as long as it is a low impact use with a possible agricultural component.

A state grant opportunity known as LEADS was advertised and a presentation made by a representative of the New Mexico Economic Development Department suggested that a value added type of business and inclusion of rural New Mexico communities would be very positive. The wine incubator/co-op concept became an idea that would satisfy many requests. A feasibility study will examine the probability of using these buildings for a wine incubator/co-op.

Santa Fe County staff wrote the LEADS grant proposal and made a presentation in July 2017 with an initial ask of \$15,000 for a feasibility study and business plan. The award of the grant was made in September 2017 for \$8,000 to perform the feasibility study first and to reapply for the business plan portion of the money during the 2018 cycle. This is a request that the BCC accept the \$8,000 grant, so that it may be added to the economic development budget and the feasibility study performed.

Assuming the feasibility study shows the concept of a wine incubator/co-op is a positive use for this area of the ranch, a second grant application will be made in July 2018 for the business plan. Together, these two documents will be used in applying for USDA and EDA grants to house the incubator/co-op with the necessary wine making equipment. This equipment will then be used by local wineries to produce wines that they can bring to market.

In conjunction with New Mexico's existing wineries using this equipment, the Santa Fe Community College is initiating its Viticulture and Enology Science and Technology Alliance (VESTA) program where students will earn a degree in the science of wine making. Both hobbyists and newly formed wineries will benefit from having specialty equipment available. This collaboration with the County and the College will help to grow the wine making industry in New Mexico.

The wine incubator/co-op is a new concept for Santa Fe County and provides a low-impact agricultural use for La Bajada Ranch that is expected to help small businesses in the wine making industry around New Mexico.

ACTION REQUIRED:

Staff recommends approval by the BCC to budget the grant award of \$8,000 to allow the feasibility study to move forward.

Exhibits

Exhibit A – NMEDD and SFC Grant Agreement Exhibit B – State of New Mexico Purchase Order for the LEADS grant of \$8,000

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SANTA LE COUNTY RESOUTION 2017

SANTA DE COUNTY

RESOLUTION 2017.

PHEREFORE. BETF RESOLAED by the Board of County Commissioners of Santa FerCounty that the Local Governmen Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above

Santa Fc Board of County Commissioners.

Geraldine

Henry P. Roybal Commissioner, District 1

Anna Hansen Commissioner, District 2

Robert A. Anaya Commissioner, District 3



Anna T. Hamilton Commissioner, District 4

Ed Moreno Commissioner, District 5

> Katherine Miller County Manager

March 17, 2017

Subject:

Letter of Interest (LOI)

Project:

Consulting Services for a Feasibility Study for a Wine Incubator in Santa Fe County

Project No.:

LOI# 2017-____-GM/

User Agency:

Santa Fe County Growth Management Department

The Santa Fe County Growth Management Department and the Purchasing Division are soliciting "Letters of Interest" for a project of limited scope. Such letters are solicited in order to procure Professional Services when the fees for such services are less than \$60,000.00, excluding New Mexico gross receipt taxes. This letter will inform you of an available contract for Consulting Services for the Feasibility Study of a Wine Incubator in Santa Fe County.

PROJECT BACKGROUND

In November of 2009, Santa Fe County purchased approximately 470-acres of the Santa Fe Canyon Ranch (now known as La Bajada Ranch), which is located southwest of Santa Fe, adjacent to the Community of La Cienega. This LOI will focus on the south-easterly portion where the ranch house, care takers' house and accessory buildings are; it is around a 17-acre site.

The intent of this LOI is to examine a low impact use related to agriculture for the smaller area of the ranch; at this time it is thought that a wine incubator/co-op may be a potential use for the existing buildings with a possibility to develop new buildings and vineyards in the future. In order to explore this idea further, Santa Fe County is requesting an outside party to perform a feasibility study that will look at what would be needed to make the concept of a wine incubator/co-op be successful. Another way of asking the question would be "Is there specific elements pertaining to the wine making industry that could be fashioned/housed at La Bajada Ranch that would help all wineries of New Mexico?"

The results of this feasibility study will notify the County whether or not to proceed with this concept. Assuming that the result is positive, a business plan will be drafted and these two documents will be used in applying for USDA and EDA grants to house the incubator/co-op with the necessary wine making equipment. This equipment will then be used by local wineries to produce wines that they can bring to market.

In conjunction with New Mexico's existing wineries using this equipment, the Santa Fe Community College is initiating its Viticulture and Enology Science and Technology Alliance (VESTA) program where students will earn a degree in the science of wine making. Both hobbyists and newly formed wineries will benefit from having specialty equipment available.

SCOPE OF WORK

The County is requesting professional services including all incidental labor and materials to complete the following:

- 1. Project Initiation: Coordinate with County Economic Development staff to develop a final scope, approach and schedule:
 - · Review and compile background information;
 - Identify resources and collaborators that can provide data and support;
 - Develop work schedule with completion date.

2. Development of a Feasibility Study:

The feasibility study will begin with a review of existing craft beverage incubators around the globe as well as beer or wine cooperative models that have proven successful. Next steps will include an assessment of need and the potential use by the existing and emerging wine industry in New Mexico. The plan will outline the appropriate scale or size for the vineyard/winery and the ways that the incubator project could best facilitate industry expansion and growth. This Wine Incubator must be self-sufficient, so an initial proposed revenue plan will be a necessary deliverable in advance of a complete business plan development in the second phase.

3. Final Project Deliverables:

• The Feasibility Study will be delivered to the Economic Development Manager when finalized.

PROPOSED PROJECT SCHEDULE:

- Provide project completion by March 2, 2018 (this is a target date).
- Provide proposed schedule demonstrating benchmarks and key steps for completion of the deliverables.

EVALUATION CRITERIA:

LOIs will be evaluated based upon the following:

1. Letter of Interest: Must not exceed four (4) pages in length, including cover letter.

2. Level of Interest: Demonstrate an understanding of the work to be performed.

3. Expertise: List three (3) previous jobs of similar size and scope, with references.

4. Project Schedule: Provide a project schedule beginning with start of work through delivery and final determination of validity and assignability of

easements.

5. Team: List all assigned team members and their qualifications.

6. Insurance: Indicate liability coverage provided.

102 Grant Avenue · P.O. Box 276 · Santa Fe, New Mexico 87504-0276 · 505-986-6200 · FAX: 505-995-2740 www.santafecountynm.gov

QUALIFICATIONS

Proposer shall have experience and a working knowledge of the wine making industry and shall be able to demonstrate proven ability with experience in the following:

- Operation of a winery including:
 - o Operation and Maintenance of a vineyard;
 - o Harvesting and Crushing Grapes;
 - o Chemistry Behind Fermenting and use of Fermenting Equipment;
 - Knowledge of bottling and bringing product to market;
 - o Knowledge of wine making business development.

BUDGET INFORMATION:

Maximum Allowable Contract Amount:

\$ 7,037.59

NMGRT @ 8.3125%:

\$ 962.41

Total Contract Amount:

\$8,000.00

SUBMISSION REQUIREMENTS:

If your firm is interested, the responses are due no later than 2:00 p.m. local time on Wednesday, November 15, 2017, to the Purchasing Office located at 142 West Palace Avenue (Bokum Building), Santa Fe, New Mexico, 87501.

Please use the address below if you are mailing the LOI responses.

Attn: Rose Moya, Senior Procurement Specialist

Santa Fe County Purchasing Division

P.O. Box 276

Santa Fe, New Mexico 87504-0276

Responses may also be submitted via email to: rmoya@santafecountynm.gov.

Letters of Interest must be time-stamped by the Purchasing staff. Late LOIs will not be accepted.

No work shall be initiated or cost incurred on behalf of the project by your firm until all appropriate officials have approved a contract and issued a purchase order.

Thank you for your consideration.

Rose Moya, Senior Procurement Specialist



State of New Mexico Purchase Order

8,000.00

PO Number to be on all Invoices and Correspondence

<u>Dispatch via Print</u>

Date Revision Page Purchase Order 41900-0000008527 Page 09/13/2017 Payment Terms Freight Terms Ship Via Pay Now FOR Destination Best Way Buyer Phone Chris P

Ship To:

1100 St. Francis Drive Warehouse Santa Fe NM 87504 United States

Bill To: 1100 St. Francis Drive

Total PO Amount

Joseph Montoya Bidg Banta Fe NM 87505-4147 United States

Warehouse Santa Fe NM 87504 United States Vendor: 0000054297 SANTA FE COUNTY FINANCE DIVISION/ACCOUNTS RECEIVABLE

P O BOX 276

Economic Development Dept. 1100 St. Francis Drive

SANTA FE NM 87504-0276

EXE ExclExcl#: Origin: 13-1-98 A Line-Sch Item/Description Mfg ID Quantity UOM **PO Price** Extended Amt Due Date 1- 1 FY18 LEADS; Grantee will racilitate the recruitment. 1.00EA 8,000.00 09/13/2017 8,000.00 retention/expansion, workforce development and creation of economic based Jobs to qualified communities. 41900-18900-20100000000-535300--118-B0000 Schedule Total 8,000.00 Item Total 8,000,00

Agency Approval - I certify that the proposed pulsahese represented by this document is authorized by and is made in accordance with all State (arr if applicable Federal) legislation rules and regulation. | Number certify that adequate unanounthared texts and bilidget expenditure authority orders for this proposed purchase and all other pulstanding purchase commitments and accounts payable.

Authorized Signature

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LEADS GRANT FY18 - SANTA FE COUNTY

STATE OF NEW MEXICO ECONOMIC DEVELOPMENT DEPARTMENT GRANT AGREEMENT

THIS GRANT AGREEMENT is made and entered into by and between the State of New Mexico <u>Economic Development Department</u>, hereinafter referred to as the DEPARTMENT, acting through its Cabinet Secretary, hereinafter referred to as the SECRETARY, and <u>Santa Fe County</u> hereinafter referred to as the GRANTEE.

WHEREAS, the New Mexico Department of Economic Development has appropriated and authorized the DEPARTMENT who has established the Local Economic Assistance & Development Support Program (LEADS) to facilitate the recruitment, retention/expansion, and creation of economic based jobs to qualified communities.

WHEREAS, LEADS encourages and supports New Mexico communities in their efforts to create new jobs, emphasizes the importance of recruitment and retention/expansion and start-up activities; develop the tax base and encourage business development; and

WHEREAS, the assistance provided by this initiative will result in job creation and in turn increase community pride, and long-term, sustained success that will improve the community's and the State of New Mexico's overall economic condition far in excess of the State's contribution. The DEPARTMENT has allocated Eight Thousand Dollars (\$8000.00) to the GRANTEE.

NOW, THEREFORE:

ARTICLE I - SCOPE OF WORK

- A. The GRANTEE agrees that it will implement, in all respects, the activities outlined in the Grantee's proposal as approved and awarded by the DEPARTMENT, attached hereto as Exhibit A and made a part of this Agreement. The GRANTEE shall provide all the necessary qualified personnel, materials, and facilities to implement the activities described herein, other than those acquired with funds from this grant.
- B, The GRANTEE agrees to make no change in the Project Description herein described without first submitting a written request to the DEPARTMENT and obtaining the DEPARTMENT'S written approval of the proposed change.
- C. The GRANTEE agrees that funds distributed under this Agreement shall not be used for purposes other than those specified in the Exhibit A. Any

funds found to be expended for other purposes shall be repaid to the DEPARTMENT.

ARTICLE II- LENGTH OF AGREEMENT

- A. This Agreement shall not become effective until approved by the Department of Finance and Administration, and shall terminate on or before <u>June 30, 2018</u>.
- B. In the event that, due to unforeseen circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A of this Article II, the GRANTEE shall notify the DEPARTMENT in writing at least thirty (30) days prior to the termination date of this Agreement, in order that the GRANTEE and the DEPARTMENT may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same.

ARTICLE III - PROJECT DELIVERABLES

- A. Due Date for GRANTEE to Sign/Return Grant Agreement Copies The GRANTEE will receive a copy of grant agreement via e-mail and will be asked to print, sign, and return (3) original documents to the DEPARTMENT by the date specified in the e-mail correspondence. (The Grantee is typically given 15 working days to return the signed grant agreements.) Failure by the GRANTEE to sign and return the grant agreement copies by the required due date may result in forfeiture of the grant award.
- B. Due Date for GRANTEE to Submit Invoice for Payment to Department The DEPARTMENT will send an e-mail notifying the GRANTEE that the grant agreement has been fully executed and will be mailed out. The funds are to be expended in accordance with the budget breakdown as specified on the attached Exhibit A and made a part hereof. Upon notification by NMEDD that the final report and any required deliverables have been accepted, Grantees may request payment for the grant award by submitting an invoice for reimbursement. Invoices must be received on or before May 2, 2018. No more than two (2) reimbursements will be made during the project. The DEPARTMENT will request that an invoice be submitted electronically to the DEPARTMENT. (The Grantee is typically given 15 working days to submit the invoice to the Department via e-mail submission.) Failure by the GRANTEE to submit the invoice by the required due date may result in forfeiture of the grant award,

C. Final Report

Upon completion of the Scope of Work, Applicant must submit a final report to
the Department. Final reports must be received on or before <u>May 1, 2018</u>. The
final report will include project costs, the use of LEADS funds and matching

funds; measures of project outcomes, and a description of project impact on the community. A template for this report will be sent to all grantees via e-mail. In order that the DEPARTMENT may adequately evaluate the outcome of the Grant Agreement, failure to submit this report by the requested deadline could jeopardize future funding.

 Grantees will provide NMEDD with documentation to support the costs and outcomes identified in the scope of work.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the GRANTEE'S satisfactory completion of all work and compliance with all other Agreement requirements herein stated, the DEPARTMENT shall pay to the GRANTEE a sum not to exceed Eight Thousand Dollars (\$8000.00). The funds are to be expended in accordance with the budget breakdown as specified on the attached Exhibit A and made a part hereof. It is understood and agreed that the GRANTEE'S expenditure of these monies shall not deviate from the line items of said budget without the prior written approval of the DEPARTMENT.
- B. All expenditures shall be included in the GRANTEE'S single audit for each fiscal year in which funds are expended. The DEPARTMENT retains the right to recover funds from the GRANTEE for any disallowed costs based on the results of any interim or the final audit.
- C. It is understood and agreed that should any portion of the funds approved or paid hereunder by the DEPARTMENT to the GRANTEE for the purpose designated herein remain unexpended after all conditions of this Agreement have been satisfied, said unexpended funds shall revert to the DEPARTMENT for disposition.

ARTICLE V - SUSPENSION, TERMINATION AND MODIFICATION

- A. The DEPARTMENT, by written notice to the GRANTEE, shall have the right to suspend or terminate this Grant Agreement if, at any time, in the judgment of the DEPARTMENT, which judgment shall be final and shall be accepted by Grantee, the terms of this Agreement have been violated or the activities described in the project description do not progress satisfactorily. In this regard, the DEPARTMENT may demand repayment of all or part of the funds disbursed to the GRANTEE.
- B. This Agreement shall not be altered, changed, or amended, except by instrument in writing executed by the parties hereto and approved by the DEPARTMENT.

ARTICLE VI - APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Department to the Grantee. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final. If the Department proposes an amendment to the Agreement to unilaterally reduce funding, the Grantee 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.

ARTICLE VII - CERTIFICATION

The GRANTEE hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of state funds. Also, the GRANTEE gives assurances and certifies with respect to this Grant Agreement that:

- A. It will comply with the procedures, requirements and deadlines outlined in Local Economic Assistance & Development Support Program Policy and Procedures Manual for FY 2017, and it understands that failure to do so could result in forfeiture of the grant award and permanent disqualification from the LEADS Program.
- B. It possesses legal authority to accept funds and execute this Grant Agreement;
- C. Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the GRANTEE to administer this Agreement, along with all understandings and assurances contained therein;
- D. It will, to the maximum extent feasible, contract and subcontract with eligible small, minority and women's business enterprises and utilize eligible businesses which are owned by persons located in the unit of local government in which the project is administered;
- E. Its chief executive officer or other officer of the GRANTEE is authorized and consents on behalf of the GRANTEE to accept the jurisdiction of the State courts for the purpose of enforcement of responsibilities as such an official.
- F. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct, or indirect, in any contract or subcontract, or the proceeds

thereof, for work to be performed. Further, the contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

- G. It will give an authorized representative of the DEPARTMENT, access to and the right to examine all records, books, papers, or documents related to this Grant Agreement. All records connected with this Agreement will be maintained in a central location by the unit of local government and will be maintained for a period of six (6) years from the official date of close-out of this Agreement.
- H. The GRANTEE certifies, to the best of its knowledge and belief, no State or any other funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any State grant, contract, loan or cooperative agreement; and, that the GRANTEE shall require certifying language prohibiting lobbying to be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that such subrecipients shall so certify and disclose accordingly.
- I. It will comply with all other applicable Federal and State laws, regulations, requirements and policies.
- J. It will finance its share (if any) of the costs of the project, including all project overruns,

ARTICLE VIII - COPYRIGHT AND PATENTS

No report, maps, or other documents provided, in whole or in part, under this Agreement, shall be the subject of an application for copyright or patented by or on behalf of the GRANTEE.

ARTICLE IX - RETENTION OF RECORDS

The GRANTEE shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Agreement period, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the DEPARTMENT shall prescribe. Such records shall be preserved for a period of not less than six (6) years following project close-out.

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ARTICLE X - SPECIAL TERMS AND CONDITIONS

The GRANTEE hereby designates the person listed below as the official GRANTEE Representative responsible for overall supervision of the approved project.

Santa Fe County
Chris Hyer, Economic Development Manager
102 Grant Avenue
Santa Fe, NM 87501
505-995-2728
ckhyer@santafecountynm.gov

ARTICLE XI - OTHER SPECIAL TERMS AND CONDITIONS

None,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below.

ACCEPTED AND AGREED:

NEW MEXICO ECONOMIC DEVELOPMENT "DEPARTMENT"

By: "DEPARTMENT" Cabinet Secretary / Designee

Date: 11/2017

ACCEPTED AND AGREED;

Santa Fe County " GRANTEE"

By:

Date: 6'21.17

Approved as to form

Br. Dilust Ch. h.

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RECEIVED

AUG 28 2017

Economic Development Office of the Secretary

Local Economic Assistance & Development Support Program (LEADS)

EXHIBIT A

PROJECT DESCRIPTION

Name of Grantee: Santa Fe County

Amount: \$8000.00

Scope of Work:

La Bajada Ranch Incubator

Santa Fe County, working closely with New Mexico Wine, NMSU and NMDA, will interview and review a proposal and commission a feasibility study for a Wine Incubator. Santa Fe County will award a contract to a company or individual who possess a strong understanding of the wine industry, business development, winery equipment and wine sales, and the capacity to develop a robust business plan to operate the facility.

The feasibility study will begin with a review of existing craft beverage incubators around the globe as well as beer or wine cooperative models that have proven successful. Next steps will include an assessment of need and the potential use by the existing and emerging wine industry in New Mexico. The plan will outline the appropriate scale or size for the vineyard/winery and the ways that the incubator project could best facilitate industry expansion and growth. This Wine Incubator must be self-sufficient, so an initial proposed revenue plan would be a necessary deliverable in advance of a complete business plan development in phase two.

Santa Fe County, New Mexico Wine, NMSU and NMDA have all agreed to provide resources and manpower to support this effort including providing access to the existing and emerging winery owners, economic impact data, grape research, wine marketing and identifying the potential users of such a facility. These 'in-kind' resources are intended to help support the team leading the Feasibility Study and hopefully augment the budget with manpower resources.