



The Purchasing Memo

Date: February 17, 2026

To: Governing Body and Public Works & Utilities Committee

From: Sean Moody, Capital Projects Manager

Via: Sam Burnett, Interim Director, Public Works *Timothy Farrell*

Heather Lamboy, Planning and Land Use Division Director *Heather Lamboy*

Jesse Roach, Public Utilities Department Director *Jesse Roach*
Jesse Roach (Feb 17, 2026 16:45:03 MST)

Subject: Amendment No. 1 of a Professional Service Contract with FCS

Vendor Name: Financial Consulting Solutions Group

Munis Vendor Number: 7771

ITEM AND ISSUE:

Request for Approval of Amendment No.1 to a Professional Services Contract with FCS Group for On-Call Services to Complete an Update to the Impact Fee Capital Improvements Plan in the Total Amount of \$81,075.71 including NMGRT.

CONTRACT NUMBER:

The FY26 Munis contract is 3260174

BACKGROUND AND SUMMARY:

To amend an existing contract for financial management services for an on-call work order to evaluate impact fees and land use growth assumptions, and to update the city's adopted five-year capital improvement plan as required by the Development Fees Act (5-8-1 through 5-8-42 NMSA 1978).

Research for the plan update was conducted by the vendor under a previous contract which has now expired. Under the vendor's current contract, this proposed amendment and work order will allow the plan to be completed and presented to the Capital Improvements Advisory Committee, standing committees, and the public for comments. Final action by the Governing Body will be in the form of a resolution.

This amendment increases the contract amount by \$81,075.71 including NMGRT. Original funding source for this expenditure is impact fee revenue, as expressly allowed under the Development Fees Act.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100

Munis Org Name/Number: PW Admin / 1006001

Munis Object Name/Number: Professional Contracts / 510300

Budget Officer / Designee: Andy Hopkins **Date:** 02/18/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD: Contract Amendment

The procurement method used was NMSA 1978, Section 13-1-111, RFP#25156

Chief Procurement Officer (CPO)/Designee: [Signature] **Date:** 02/18/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: PWD2536558

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: Anticipated length of project is 6 months

Approval: *Jesse Roach* Jesse Roach (Feb 17, 2026 16:45:03 MST) _____ **Title:** Public Utilities Dept Director **Date:** _____

Department Contract Administrator Contact Info: Amanda Britt/apbritt@santafenm.gov/x4355

ATTACHMENTS:

- Amendment #1
- Work Order No. 1
- Original Contract #3260174 (City Clerk Item #25-0480)
- Vendor proposal 1/14/2026
- Certificate of Insurance

Item#: _____

Original Item #: 25-0480

Munis Contract #: 3260174

Original RFP #: 25156

**CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT
ITEM #25-0480**

AMENDMENT NO. 1

This AMENDMENT No. 1 ("Amendment") amends CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT dated October 9, 2025 ("Contract"), between the City of Santa Fe ("City") and FINANCIAL CONSULTING SERVICES GROUP, INC. ("Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

WHEREAS, the Contractor has agreed to provide services described in Article 1 of the Contract, which include on-call contract work including impact fee evaluation, growth assumptions and capital improvement plan update to be initiated and completed through the issuance of a work order; and

WHEREAS, the City has identified the need to issue a work order for impact fee evaluation, growth assumptions and capital improvement plan update which would increase the total compensation of the Contract.

WHEREAS, pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, of the Contract is amended to increase the amount of compensation by a total of \$81,075.71 so that Article 3 reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed a sum not to exceed One Million Two Hundred Sixteen Thousand Eight Hundred Fifty-Eight Dollars (\$1,216,858),

excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling \$99,630.25 shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed One Million Three Hundred Sixteen Thousand Four Hundred Eighty-Eight Dollars and Twenty-Five Cents (\$1,316,488.25).

B. Payment. The total compensation under this Agreement shall not exceed \$1,216,858.00 excluding New Mexico gross receipts tax. PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

D. Notice of Extended Payment Provision For Grant Funded Contracts. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment."

2. CONTRACT IN FULL FORCE

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


[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:
FINANCIAL CONSULTING SOLUTIONS
GROUP INC.

MICHAEL GARCIA, MAYOR



JOHN GHILARDUCCI
PRESIDENT/PRINCIPAL

DATE: Jan 15, 2026

NMBTIN: _____

ATTEST:

CITY CLERK

Approved to form and legal sufficiency by:


[Kevin L. Nault \(Jan 15, 2026 20:25:31 MST\)](#)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

WORK ORDER AUTHORIZATION

PROJECT ID	PAGE	OF
PWD2536558	1	1

CONTRACT NUMBER	CONTRACT DATE	WORK ORDER NUMBER	ISSUED ON:
Munis #3260174	Item #25-0480	10/9/2025	

CITY CONTACT INFORMATION:	NAME	TELEPHONE NUMBER	EMAIL ADDRESS
	Sean Moody	(505) 955-6931	sxmoody@santafenm.gov

ISSUED BY:	ADMINISTERED BY:	CONTRACTOR:
WATER DIVISION DIRECTOR CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504-0909	SEAN MOODY CAPITAL PROJECTS MANAGER PUBLIC WORKS DEPARTMENT 737 AGUA FRIA STREET SANTA FE, NM 87501	FCS GROUP 7525 166TH AVE. NE SUITE D-215 REDMOND, WA 98052

ITEM NO	SCHEDULE OF SERVICES	QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Impact Fee CIP Plan Update	1.00	EACH	74,940.00	74,940.00
	Complete update to capital improvements plan and calculate impact fee sufficient for the city to satisfy requirements under 5-8-6 A. NMSA 1978 and 5-8-23 NMSA 1978.				
	NMGRT @ 8.1875%	1.00	EACH	6,135.71	6,135.71

TOTAL AMOUNT
81,075.71

WORK ORDER INCORPORATES BY REFERENCE CONTRACT AMENDMENT NOS.

1	-	-
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CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

AUTHORIZED SIGNATURE OF CONTRACTOR/OFFEROR	CITY OF SANTA FE

NAME AND TITLE	DATE	NAME AND TITLE	DATE
JOHN GHILARDUCCI		JESSE ROACH	
PRINCIPAL		PUBLIC UTILITIES DEPARTMENT DIRECTOR	

25-0480

Item #: _____
Munis Contract #: TBD _____
RFP#: 25156 _____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Financial Consulting Group (FCS)** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111 and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services for the City:

The work will consist of providing financial management services to evaluate the existing Finance Plan and existing Rate Structures and on-call contract work. Examples of on-call contract work consist of but are not limited to:

- Annual Financial Plan update
- Utility Expansion Charge evaluation
- Impact Fee evaluation, growth assumptions and capital improvement plan update
- Utility Cost-of-Service studies
- Low Income Credit evaluations
- Financial Impact of proposed City Council Legislation, etc.

On-call contract work will be initiated and completed through the issuance of a work order. The Financial Management services will require use of generally accepted utility ratemaking methodologies as described by the American Waterworks Association and/or applicable New Mexico and Federal Law.

DESCRIPTION OF END DELIVERABLES

- Financial models

- Each year the financial models are available for delivery. There is a separate model, to be updated each year, for each utility: water, wastewater, and environmental services. If stormwater is added to the scope, this model would also be updated and available annually.
- Powerpoint presentations for Council
- As needed or on an annual basis, as determined by City staff, a presentation summarizing any rate or fee adjustments will be prepared when requested.
- Written report summarizing the Cost-of-service results, one utility per year
- Rate recommendations annually for all three utilities, as needed (across-the-board or based on cost-of-service adjustments)

Documentation & Reporting

Documentation for our work is provided in the mode necessary to meet the City’s needs. The documentation deliverables vary based on the City’s requirements and may range from high-level summary – typically in PowerPoint format to comprehensive, detailed reports depending on the City’s requirements at the time. In addition to any written documentation we provide, the City will always have access to our working models, presentations, memos and other reports, or any other deliverable through our file sharing site. Within our projected project plan, we are assuming a written report of the cost of service results within that year.

RISK REPORT

Monthly invoices will include bullets detailing progress and deliverables during each bill period. Invoices are delivered in the first week of the month.

The budget for the proposed approach is \$741,208 across the four years, before any value adds (see below) or the application of GRT. Cost per year varies with expected billing rate adjustments and level of effort depending on which utility is selected for the cost-of-service in a given year. The projected annual cost, subject to the above changes is:

- FY25-26: \$170,350 includes Water, wastewater, ESD financial plans and wastewater cost-of-service
- FY26-27: \$201,002 includes Water, wastewater, ESD financial plans and ESD cost-of-service
- FY27-28: \$182,756 includes Water, wastewater, ESD financial plans and water cost-of-service
- FY28-29: \$187,100 includes Water, wastewater, ESD financial plans and wastewater cost-of-service

Value Added Options	Cost	Impact
Stormwater Rate Study	15% \$40,000 in year 1 to build new model, \$20,000 per year after (before inflationary rate adjustments). Total estimated 4-year cost of \$104,000.	Would add annual stormwater financial plans and rotating cost of service. Increase annual budget by 15%. No time delay as it would be concurrent.
Rate Structure Alternatives and Policy Analysis	10% \$17,000 per year This is as needed, if determined to be needed each year it would add approximately \$71,000 to total project cost.	Option to add rate restructuring as needed would increase annual cost by 10% per utility.
Utility Expansion Fees	8% \$15,000 per analysis Not recommended every year, estimated at 2 updates each for water and sewer (alternating years). A total project cost of approximately \$63,000.	Would add 8% to the annual budget for each utility fee update with no time delays.

Public Engagement Meetings	10-20% \$17,000 to \$34,000 as needed on an on-call basis.	Depending on the level of engagement, it could increase budget by 10-20% and might delay rate implementation timeline.
Affordability Evaluation	3% \$5,000 per year \$21,000 for total project if requested each year.	3% increase to annual budget

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to the Rate Study Analysis for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed a sum not to exceed one million one hundred and forty one thousand, nine hundred eighteen dollars cents (\$1,141,918.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$93,494.54) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$1,235,412.54).**

B. Payment. The total compensation under this Agreement shall not exceed 1,141,918.00 excluding New Mexico gross receipts tax. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE City. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID.**

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. ***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.***

6. **Appropriations**

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce

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

7. 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 Contract. 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.

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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.

12. Product of Service – Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City upon payment for services rendered and shall be delivered to the City no later than the termination date of this Contract. Upon payment for services rendered to the Contractor, nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor except Contractor retains copyright in its standard systems, sections, details, specifications, models, data, other information and intellectual property prepared or owned prior to and not specific to this Contract (“Contractor’s Proprietary Material). Contractor grants the City a license to use Contractor’s Proprietary Material but only for the uses described in this Contract.

13. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

14. 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 Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control. This Agreement is intended for the sole use and benefit of the Parties and is not intended to create any third-party rights, benefits, or causes of action or for any other use.

16. Merger

This Contract 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 contract.

All terms and conditions of the Public Utilities Rate Evaluation & Financial Services and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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 NMSA 1978, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

22. Other Insurance

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

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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.

23. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. 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 Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

28. Notices

Any notice required to be given to either party by this Contract 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:
Jesse Roach
Interim Public Utility Dept Director
801 W San Mateo
Santa Fe, NM 87505
jdroach@santafenm.gov

To the Contractor:
John Ghilarducci,
President / Principal
FCS, a Bowman company
323 3rd Ave Ste 100, Longmont CO 80501
John.Ghilarducci@bowman.com

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

CONTRACTOR:
FINANCIAL CONSULTING GROUP


Alan Webber (Oct 9, 2025 11:50:40 MDT)
ALAN WEBBER, MAYOR




JOHN GHILARDUCCI, PRESIDENT / PRINCIPAL

DATE: Sep 2, 2025

CRS #: 03-382086-00-4

City of SF Business License #: 00145590

ATTEST:


ANDREA SALAZAR (Oct 9, 2025 14:02:14 MDT)
ANDREA SALAZAR, CITY CLERK
GB MTG 10/08/25 

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Sep 2, 2025 13:08:52 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


EMILY OSTER, FINANCE DIRECTOR



January 14, 2026

City of Santa Fe

Impact Fee Project Completion

TASK PLAN

Task 1 | Refinement of Technical Analysis

Task 1 is the refinement of the technical analysis that was reviewed with City staff on September 22, 2025. Based on data and feedback provided by the City, FCS will provide two additional iterations of the impact fee calculations. Each iteration will be accompanied by a remote meeting to review new results with City staff.

Deliverables

- Analysis spreadsheets (2 iterations)

Task 2 | Impact Fee Capital Improvement Plan

FCS will draft the Impact Fee Capital Improvement Plan (IFCIP) and will document all findings and recommendations related to the calculation of the impact fees. The City will have an opportunity to review the draft IFCIP and suggest refinements. FCS will then deliver a final IFCIP.

FCS will also review documents drafted by the City as part of the adoption process. Such documents could include staff reports, ordinances, and resolutions. FCS will provide a redline version of each document with our feedback.

Deliverables

- IFCIP (Draft and Final)
- Redline version of reviewed City documents

Task 3 | Meetings and Public Process

During the study process, it will be important to interact frequently with staff throughout the project to ensure that the findings and recommendations reflect approaches that are understood by impacted parties and can be implemented within the City's administrative practices. The following meetings and public process presentations are proposed.

- Regular engagement with the project team during the project will be important to ensure that work products reflect the needs of the City. FCS will work with the City to plan up to twenty (20) bi-weekly project management team status meetings. All project review meetings will be conducted via remote session.

7525 166th Ave NE, Ste D-215, Redmond, WA 98052

P: 425.867.1802



- FCS will work with the City to determine which committee meetings require an onsite presence. We will assume the updates for committees such as CIP or QLC will be conducted remotely. FCS assumes up to six (6) public meetings.
- Up to three (3) onsite workshops with the City Council to present the study results and incorporate feedback. This scope item can be used for onsite presentations to any audience of the City's choice.

We are happy to provide additional meetings as requested. The additional meetings will be billed on time and materials.

Deliverables

- PowerPoint slides for each presentation given during a public meeting

Task 4 | Project Administration

This task includes general project accounting, contract management, and monthly invoicing. This task is expected to recur over the duration of the study.

Deliverables

- Monthly invoices with progress reports

BUDGET

We propose to complete these tasks for a cost that will not exceed \$74,940 plus New Mexico Gross Receipts Tax. Below is a detailed budget by task and team member:



Task Detail	Meetings		Ghilarducci	Wood		Admin	Total	Expense	Budget
	On Site	Remote	Principal	PM	Sr. Analyst	Support	Hours	Budget	Estimate
Task 1: Refinement of Technical Analysis									
1.1 First revision of analysis			1	8	4		13		\$2,950
1.2 Review meeting with City staff		1	2	2	2		6		\$1,500
1.3 Second revision of analysis			1	8	4		13		\$2,950
1.4 Review meeting with City staff		1	2	2	2		6		\$1,500
<i>Task 1 Subtotal</i>	0	2	6	20	12	0	38	\$0	\$8,900
Task 2: Impact Fee Capital Improvement Plan									
2.1 Draft document			1	8	4		13		\$2,950
2.2 Review meeting with City staff		1	2	4	4		10		\$2,340
2.3 Final document			2	2	2		6		\$1,500
2.4 Review of City-prepared documents			2	8	2		12		\$2,910
<i>Task 2 Subtotal</i>	0	1	7	22	12	0	41	\$0	\$9,700
Task 3: Meetings and Public Process									
3.1 Project status meetings		20	12	20			32		\$8,660
3.2 Presentations at public meetings (remote)		6	18	48	16		82		\$20,180
3.3 City Council workshops (on site)	3		24	36	12		72	\$7,500	\$18,600
<i>Task 3 Subtotal</i>	3	26	54	104	28	0	186	\$7,500	\$47,440
Task 4: Project Administration									
4.1 Project administration				4		4	8		\$1,400
<i>Task 4 Subtotal</i>	0	0	0	4	0	4	8	\$0	\$1,400
Labor Total			\$22,110	\$35,250	\$9,620	\$460			\$67,440
Expenses									\$7,500
Budget Estimate									\$74,940
Cost Summary									
Total Hours			67	150	52	4	273		
Billing Rate			\$330	\$235	\$185	\$115			

Our normal billing practice is to bill based on time and materials expended, not to exceed the total budget. We would be more than happy to negotiate the appropriate level of effort for this project if we scaled our approach out of line with the City's needs and/or expectations.

