



Agenda

Regular Meeting of the Quality
of Life Committee
December 3, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Quality of Life Committee Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall,* members of the public may stream the meeting live on the [City of Santa Fe's YouTube channel](#). The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording, *if created*, of this and all past meetings of the Governing Body will also remain available for viewing at any time on the [City's YouTube channel](#). Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
 - a. The Significance of the Library and Enhancing Its Impact, by Friends of the Library Board (Joan Marshall, Friends of the Library Board President; cjamarshall@gmail.com and Patricia Boies, Friends of the Library Board Member; paboies@gmail.com)
6. Action Items: Consent Agenda
 - a. Request for Approval of the November 05, 2025, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

Committee Review:

Quality of Life Committee: 12/03/2025

- b. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$944,887 to Re-Appropriate the Unused Funds from the Office of Economic Development FY25 Budget into the FY26 Budget to Support the SFPS Work Base Learning Program Contract and the UNM Education and

Training Consulting Contract. (Loretta Olguin, Business Operations Manager; lsolquin@santafenm.gov)

Committee Review:

Quality of Life Committee: 12/03/2025

Finance Committee: 12/08/2025

Governing Body: 12/10/2025

- c. Request for Approval of Amendment No.1 to General Plan Update Contract Item #24-0352 with WSP USA Inc. to Increase the Compensation by \$150,000 for a New Total Amount of \$2,037,871.87 for the Development of an Economic Development Strategic Plan. (Johanna Nelson, Office of Economic Development Director; jcnelson@santafenm.gov and Noah Tamas-Parris, Contracts Administrator; nmtamasparris@santafenm.gov)

Committee Review:

Economic Development Advisory Committee: 12/03/2025

Quality of Life Committee: 12/03/2025

Finance Committee: 12/08/2025

Governing Body: 12/10/2025

- d. Request for Approval of Amendment No. 2 to Item #25-0011 with the Santa Fe Animal Shelter and Humane Society, Inc to Increase the Compensation by \$152,289 for a New Total Contract Amount of \$430,289 for Animal Shelter Services. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:

Quality of Life Committee: 12/03/2025

Finance Committee: 12/08/2025

Governing Body: 12/10/2025

- e. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$500,000 from Prior Year Gross Receipts Tax Revenue to Service Contracts Fund for the Animal Services Emergency Contract Amendment and RFP Award. (Ben Valdez, Deputy Chief of Police; bpvaldez@santafenm.gov)

Committee Review:

Quality of Life Committee: 12/03/2025

Finance Committee: 12/08/2025

Governing Body: 12/10/2025

- f. Request for Approval of Amendment No. 3 to Item #23-0483 with Vladimir Jones (PRACO LTD.) for Advertising Agency Services to Increase the Compensation by \$35,000, Including NMGRT for a New Total Amount of \$16,412,000 for Four Year Term. (Randy Randall, TSF Executive Director, rrandall@santafenm.gov).

Committee Review:

Quality of Life Committee

December 3, 2025

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Quality of Life: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

- g. Request of Approval of Amendment No. 4 to Item #22-0062 with Mittera to Increase the Compensation by \$150,757.12 Including NMGRT for a New Total Amount of \$737,584.49 for Printing Services. (Randy Randall, TSF Executive Director, rrandall@sanatafenm.gov, 505-955-6219).

Committee Review:

Quality of Life Committee: December 3, 2025
Finance Committee: December 8, 2025
Governing Body: December 10, 2025

- h. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$440,000 from the Lodger's Tax Fund Balances to the ART Admin Fund. (Chelsey Johnson, Arts and Culture Director; cxjohnson@santafenm.gov)

Committee Review:

Quality of Life Committee: 12/03/2025
Finance Committee 12/08/2025
Governing Body: 12/10/2025

- i. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Councilor Signe Lindell, Mayor Alan Webber, and Councilor Michael Garcia)
A Resolution Authorizing the Installation of Seventy-Five Banners from March 2, 2026, Through November 2, 2026, on City of Santa Fe-Owned Light Poles, Commemorating the Centennial Anniversary of Route 66. (Randy Randall, Executive Director Tourism Santa Fe; rrandall@santafenm.gov)

Committee Review:

Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Governing Body: 12/10/2025

- j. CONSIDERATION OF RESOLUTION NO. 2025-_____. (Mayor Alan Webber)
A Resolution Approving Budget Amendments for the Buckman Direct Diversion Board and Santa Fe Solid Waste Management Agency and Requesting that New Mexico Department of Finance and Administration Approve the City of Santa Fe's First Quarter Budget Amendments for Fiscal Year 2026. (Andy Hopkins, Budget Officer; ajhopkins@santafenm.gov and Christina Martinez, Senior Budget Analyst; cfmartinez@santafenm.gov)

Committee Review:

Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

- k. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Signe Lindell, Councilor Alma Castro)
A Resolution Authorizing Donating Properties Identified as 1522 and 1650 West Alameda Street to a Developer Certified as a “Qualified Grantee” under the New Mexico Affordable Housing Act to Develop Low-Priced Dwelling Units, Pursuant to the City of Santa Fe’s Affordable Housing Ordinance. (Nina A. Nguyen, Asset Development Associate; nanguyen@santafenm.gov)

Committee Review:

Governing Body (Introduction): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Governing Body: 12/10/2025

- l. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber)
A Resolution Establishing the City of Santa Fe’s Priorities for Consideration by the New Mexico State Legislature During the 57th Legislature – State of New Mexico – Second Session, 2026. (Marci Eannarino, Legislation and Policy Innovation Manager; maeannario@santafenm.gov and Christine Spiers, Legislative Assistant; cmspiers@santafenm.gov)

Committee Review:

Governing Body (Introduced): 11/12/2025
Public Works and Utilities Committee: 12/01/2025
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2025

- m. CONSIDERATION OF BILL NO. 2025-22. ADOPTION OF ORDINANCE NO. 2025____.(Councilor Jamie Cassutt, Councilor Signe Lindell, Councilor Alma Castro, and Councilor Pilar Faulkner)
A Bill Amending SFCC 1987, Section 5-2, to Define “Abandonment” and “Unattended Animal”; Section 5-5.4 to Prohibit Keeping an Animal On any Median; and Section 5-8.4 to Specify that Abandoning an Animal Will Incur a Fine; Creating a New Section, 5-8.14, “Unattended Animal”, Prohibiting Unattended Animals and Imposing a Fine; and Amending Table 15-12.1 to Increase the Fine for Abandoning an Animal From \$200 to \$500, Impose a \$200 Fine for a First Unattended Animal Offense and a \$500 Fine for Subsequent Offenses, and Impose a \$200 Fine for Keeping Animals on Medians.

OR

Amending SFCC 1987, Section 5-2, to Define “Abandonment” and “Unattended Animal”; Section 5-5.4 to Prohibit Keeping an Animal on any Median; and Section 5-8.4 to Specify that Abandoning an Animal Will Incur a Fine; Creating a New Section, 5-8.14, “Unattended Animal”, Prohibiting Unattended Animals and Imposing a Fine; and Amending Table 15-12.1 to Increase the Fine for Abandoning an Animal from \$200 to \$500, Impose a \$200 Fine for a First Unattended Animal Offense and a \$500 Find for Subsequent Offenses, and Impose \$50 Fine for Keeping Animals on Medians. (Thomas Grundler, Deputy Chief of Police; tjgrundler@santafenm.gov)

Committee Review:

Governing Body (Introduced): 10/8/2025

Governing Body (Public Comment): 10/29/2025
Quality of Life Committee: 11/5/2025 (*POSTPONED AS AMENDED TO 12/03/2025*)
~~Finance Committee: 11/10/2025 (*POSTPONED TO 12/08/2025*)~~
~~Governing Body: 12/10/2025 (*POSTPONED TO 01/14/2026*)~~
Quality of Life Committee: 12/03/2025
Finance Committee: 12/08/2025
Governing Body: 12/10/2026 (*FINAL ACTION, WAIVER OF RULE IV.D*)

7. Action Items: Discussion Agenda
8. Executive Session
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

**QUALITY OF LIFE COMMITTEE
WEDNESDAY, NOVEMBER 5, 2025, 5:00 PM
COUNCIL CHAMBERS, CITY HALL 200 LINCOLN AVENUE
SANTA FE, NEW MEXICO**

1. CALL TO ORDER

A meeting of the Quality of Life Committee was called to order by Councilor Jamie Cassutt, at 5:01 pm, on Wednesday, November 5, 2025, in the City Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, NM.

2. ROLL CALL

MEMBERS PRESENT

Councilor Jamie Cassutt, Chair
Councilor Alma Castro
Councilor Michael Garcia
Councilor Pilar Faulkner

MEMBERS ABSENT

Councilor Amanda Chavez, Excused

3. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Michael Garcia, to approve the agenda as presented.

VOTE The motion passed on a voice vote.

Councilor Castro arrived at the meeting.

4. APPROVAL OF CONSENT AGENDA

Chair Cassutt stated that item 6 (F) had been pulled for discussion by Councilor Castor and herself, and item 6 (G) had been pulled for discussion by Councilor Michael Garcia and herself.

MOTION A motion was made by Chair Cassutt, seconded by Councilor Castro, to approve the Consent Agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Faulkner, yes; Chair Cassutt, yes.

5. PRESENTATIONS

A. YOUTH COMMUNITY VIOLENCE INTERRUPTION PILOT REPORT

Given.

6. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE OCTOBER 22, 2025, QUALITY OF LIFE COMMITTEE MEETING MINUTES

Approved on consent.

B. REQUEST FOR APPROVAL OF THE PURCHASE OF ONE AUTOMATED SIDE-LOADING COLLECTION VEHICLE IN THE TOTAL AMOUNT OF \$372,062.47, EXCLUDING NMGR WITH PETE'S EQUIPMENT REPAIR, INC.

Approved on consent.

C. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$844,469 TO RE-APPROPRIATE THE UNUSED FUNDING FROM THE OFFICE OF AFFORDABLE HOUSING CAPITAL OUTLAY FROM THE FY25 BUDGET INTO THE FY26 BUDGET.

Approved on consent.

D. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$1,614,334 TO RE-APPROPRIATE UNUSED FUNDING FROM THE AFFORDABLE HOUSING TRUST FUND FY25 BUDGET TO THE FY26 BUDGET.

Approved on consent.

E. REQUEST FOR APPROVAL OF AMENDMENT NO. 6 TO ITEM #19-0872, AMENDED AND RESTATED LEASE AGREEMENT WITH SANTA FE RECOVERY CENTER TO REDUCE THE SIZE OF THE PREMISES AND EXTEND THE TERM TO JANUARY 15, 2026, TO OCCUPY CITY OWNED BUILDINGS LOCATED AT 1600 ST. MICHAEL'S DRIVE.

Approved on consent.

F. CONSIDERATION OF BILL NO. 2025-22. ADOPTION OF ORDINANCE NO. 2025 _____. A BILL AMENDING SFCC 1987, SECTION 5-2, TO DEFINE “ABANDONMENT” AND “UNATTENDED ANIMAL”, SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; AND SECTION 5-8.4 TO SPECIFY THAT ABANDONING AN ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.14 “UNATTENDED ANIMAL”, PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL FROM \$200 TO \$500, IMPOSE A \$200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A \$500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE A \$200 FINE FOR KEEPING ANIMALS ON MEDIANS.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Castro, to approve Bill No. 2025-22.

MOTION A motion was made by Chair Cassutt, seconded by Councilor Faulkner, to move Amendment A.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Faulkner, yes, Chair Cassutt, yes.

MOTION A motion was made by Councilor Castro, seconded by Councilor Faulkner, to postpone this item to the Quality of Life meeting on December 3rd and to amend the Committee schedule to send this item to the Public Safety Committee, making the Committee schedule as follows: Public Safety - November 18th, Quality of Life - December 3rd, Finance - December 8th and Governing Body - December 10th.

VOTE The motion passed on a roll call vote as follows:

Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Faulkner, yes; Chair Cassutt, no.

G. CONSIDERATION OF RESOLUTION NO. 2025 _____. A RESOLUTION REQUIRING A “MICRO COMMUNITY” IN EVERY CITY OF SANTA FE COUNCIL DISTRICT BY JANUARY 1, 2027, OR, IF THAT TIMELINE IS NOT MET, A PRESENTATION EXPLAINING THE BARRIERS TO MEETING THE TIMELINE AND RECOMMENDING HOW AND WHEN THE GOAL OF A MICRO COMMUNITY IN EVERY DISTRICT CAN BE

ACHIEVED.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Faulkner, to approve the Resolution.

MOTION A motion was made by Councilor Michael Garcia, seconded by Councilor Castro, to move Amendment A.

VOTE The motion passed on a roll call vote as follows:

Councilor Michael Garcia, yes; Councilor Castro, yes; Councilor Faulkner, yes; Chair Cassutt, yes.

MOTION A motion was made by Chair Cassutt, seconded by Councilor Faulkner, to move Amendment B.

VOTE The motion passed on a roll call vote as follows:

Councilor Michael Garcia, yes; Councilor Castro, yes; Councilor Faulkner, yes; Chair Cassutt, yes.

VOTE ON THE MAIN MOTION TO APPROVE AS AMENDED

The motion passed on a roll call vote as follows:

Councilor Michael Garcia, yes; Councilor Castro, yes; Councilor Faulkner, yes; Chair Cassutt, yes.

7. ACTION ITEMS: DISCUSSION AGENDA

None.

8. EXECUTIVE SESSION

None.

9. MATTERS FROM STAFF

Heard.

10. MATTERS FROM THE COMMITTEE

Heard.

11. MATTERS FROM THE CHAIR

Heard.

12. NEXT MEETING: WEDNESDAY, DECEMBER 03, 2025

13. ADJOURN

There being no further business before the Committee, the meeting adjourned at 5:56 pm.

Councilor Jamie Cassutt, Chair

Elizabeth Martin

Elizabeth Martin (Nov 13, 2025 11:01:19 MST)

Elizabeth Martin, Stenographer

Log # {Finance use <u>only</u> } :	
Journal # {Finance use <u>only</u> } :	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME				DATE	
Community Development / Economic Development				11/3/2025	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
Professional Contracts -SFPS WBL Programing	2122800	510300	ECD2521203-ContrSvc	989,433	
Professional Contracts - UNM Education & Training Consult	2122800	510300		5,454	
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
				\$ 994,887	\$ -

JUSTIFICATION: *(use additional page if needed)*
 --Attach supporting documentation/memo
 This BAR request is to re-appropriate unused balance of the SFPS WBL Program in the amount of \$989,433 and the unused balance of the UNM Training and Consulting \$5,454

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
	Fund Balance
Fund(s) Affected	Increase/(Decrease)
212	(994,887)
TOTAL:	(994,887)

Loretta S. Olguin Prepared By <i>{print name}</i> Johanna Nelson (Nov 5, 2025 11:21:52 MST) Division Director Signature <i>{optional}</i> Elisa D. Montoya (Nov 5, 2025 14:27:30 MST) Department Director Signature	Date Date Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i> CITY COUNCIL APPROVAL City Council <input style="width: 100px; height: 20px;" type="text"/> Approval Date Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	 Andy Hopkins Budget Officer Finance Director <i>{≤ \$5,000}</i> City Manager <i>{≤ \$60,000}</i>	Nov 5, 2025 Date Date Date
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City of Santa Fe, New Mexico

Memorandum



DATE: November 3, 2025

TO: Governing Body

VIA: Johanna C. Nelson, Economic Development Director *JN*
Elisa D. Montoya, Community Development Director *EDM*

FROM: Loretta S. Olguin, Business Operations Manager

ACTION REQUESTED:

Approve the FY26 Budget Adjustment Resolution (BAR) in the amount of \$994,887 (Org/Obj 2122800-510300).

ITEM AND ISSUE:

This BAR requests the re-appropriation/carryforward of \$994,887 from FY25 to FY26. The funds include:

1. **Santa Fe Public Schools:**
 - o WBL Program \$989,433
2. **University of New Mexico:**
 - o Education and Training Consulting \$5,454

These funds are being carried forward to support ongoing commitments and program implementation into FY26.

Close | Search | Browse | Output | Print | Display | PDF | Save | Excel | Word | Email | Schedule | Attach | Detail | Months | Seg Fund | Totals | Project Strings | User Defined Fields

Account Inquiry [CITY OF SANTA FE]

Account

Fund 212 ECON.DEV Acct 212-50-12-2800-000-000-510300-
 Org 2122800 Professional Contracts
 Object 510300 Expense Status Active
 Project ECDOC EconomicDevelopmentOpsCNT
 Sub-Rollup MultiYr Fund

[Account Notes](#)

4 Year Comparison History 4 Year Graph History Graph

Yr/Per 2025/01	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023	Fiscal Year 2026
Original Budget	356,250.00	.00	.00	346,897.00
Transfers In	3,110,668.00	475,000.00	.00	.00
Transfers Out	-842,222.00	-4,000.00	.00	.00
Revised Budget	2,624,696.00	471,000.00	.00	346,897.00
Actual (Memo)	634,194.41	269,662.42	.00	279,904.19
Encumbrances	1,292,726.85	.00	.00	-291,801.38
Requisitions	.00			.00
Available	697,774.74	201,337.58	.00	358,794.19
Percent used	73.42	57.25	.00	-3.43











BAR Packet Carry Forward FY25 to FY26 \$994,887


Final Audit Report

2025-11-05

Created:	2025-11-05
By:	LORETTA OLGUIN (loluquin@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3SJ3ZI5bm7a3vQykP1FMBjqYwMY1vPzk

"BAR Packet Carry Forward FY25 to FY26 \$994,887" History

-  Document created by LORETTA OLGUIN (loluquin@santafenm.gov)
2025-11-05 - 6:10:16 PM GMT- IP address: 63.232.20.2
-  Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2025-11-05 - 6:11:17 PM GMT
-  Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2025-11-05 - 6:21:40 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2025-11-05 - 6:21:52 PM GMT - Time Source: server- IP address: 216.207.130.218
-  Document emailed to edmontoya1@santafenm.gov for signature
2025-11-05 - 6:21:53 PM GMT
-  Email viewed by edmontoya1@santafenm.gov
2025-11-05 - 9:27:14 PM GMT- IP address: 104.47.65.254
-  Signer edmontoya1@santafenm.gov entered name at signing as Elisa D. Montoya
2025-11-05 - 9:27:28 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Elisa D. Montoya (edmontoya1@santafenm.gov)
Signature Date: 2025-11-05 - 9:27:30 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-05 - 9:27:31 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-05 - 9:49:14 PM GMT- IP address: 104.47.64.254

 Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Signature Date: 2025-11-05 - 9:51:49 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-11-05 - 9:51:49 PM GMT

The Purchasing Memo

Date: November 18, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Economic Development Advisory

From: Noah Tamas-Parris, Contracts Administrator *NTP*

Via: Johanna Nelson, Office of Economic Development Director *JN*

Subject: Amendment to General Plan Update Contract

Vendor Name: WSP USA Inc.

Munis Vendor Number: 2960

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of an Amendment No. 1 to Contract #3250006 with WSP USA Inc. for Updating the General Plan. Amendment No.1 increases the amount of compensation (to add an economic development strategic plan to the scope of work) by \$150,000 for a total compensation of \$2,037,871.87.

CONTRACT NUMBER:

The FY24 Munis contract number is #3250006

BACKGROUND AND SUMMARY:

In 2024, The Land Use Department entered into a contract with WSP USA Inc. to update the current general plan. This was filed with the Clerk's office as 24-0352. In the summer of 2025, The Office of Economic Development, with the Land Use Department's permission, began with the vendor to explore adding an economic development strategic plan to the original contract's Scope of Work. On September 19th, this Scope of Work addition was finalized that fit within our budget of \$150,000 and we moved forward with the Land Use Department to amend the original contract to add this Economic Development Strategic Plan to the scope of work.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Economic Development/2122800

Munis Object Name/Number: Professional Contracts/510300

Budget Officer / Designee: _____ **Date:** _____

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP. The General Plan Update Contract # 3250006 expires on 6/30/2028.

Chief Procurement Officer (CPO)/Designee: _____ **Date:** _____

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: _____

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

Comment/Exceptions: _____

ATTACHMENTS:

If Amendment:

Original contract packet (with previous contract amendments)
Contract Amendment Packet

Signature: 
Johanna Nelson (Nov 24, 2025 16:18:32 MST)

Email: jcnelson@santafenm.gov

Note: This is a duplicate Memo. Approval signatures are in the next memo below.



The Purchasing Memo

Date: November 18, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Economic Development Advisory

From: Noah Tamas-Parris, Contracts Administrator

Via: Johanna Nelson, Office of Economic Development Director

Subject: Amendment to General Plan Update Contract

Vendor Name: WSP USA Inc.

Munis Vendor Number: 2960

ITEM AND ISSUE:

The Office of Economic Development respectfully requests your review and approval of an Amendment No. 1 to Contract #3250006 with WSP USA Inc. for Updating the General Plan. Amendment No.1 increases the amount of compensation (to add an economic development strategic plan to the scope of work) by \$150,000 for a total compensation of \$2,037,871.87.

Commented [EM1]: I actually do not like these to be written as the caption. Should be very similar but a sentence. No reason to put the person's name, again, here after it is in the memo heading. And, contact info is on the agenda.

CONTRACT NUMBER:

The FY24 Munis contract number is #3250006

BACKGROUND AND SUMMARY:

In 2024, The Land Use Department entered into a contract with WSP USA Inc. to update the current general plan. This was filed with the Clerk's office as 24-0352. In the summer of 2025, The Office of Economic Development, with the Land Use Department's permission, began with the vendor to explore adding an economic development strategic plan to the original contract's Scope of Work. On September 19th, this Scope of Work addition was finalized that fit within our budget of \$150,000 and we moved forward with the Land Use Department to amend the original contract to add this Economic Development Strategic Plan to the scope of work.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/100

Munis Org Name/Number: Economic Development/2122800

Munis Object Name/Number: Professional Contracts/510300

Budget Officer / Designee: Andy Hopkins Date: 11/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP. The General Plan Update Contract # 3250006 expires on 6/30/2028.

Chief Procurement Officer (CPO)/Designee: JosAnn Lovato Montano Date: 11/20/2025

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: _____

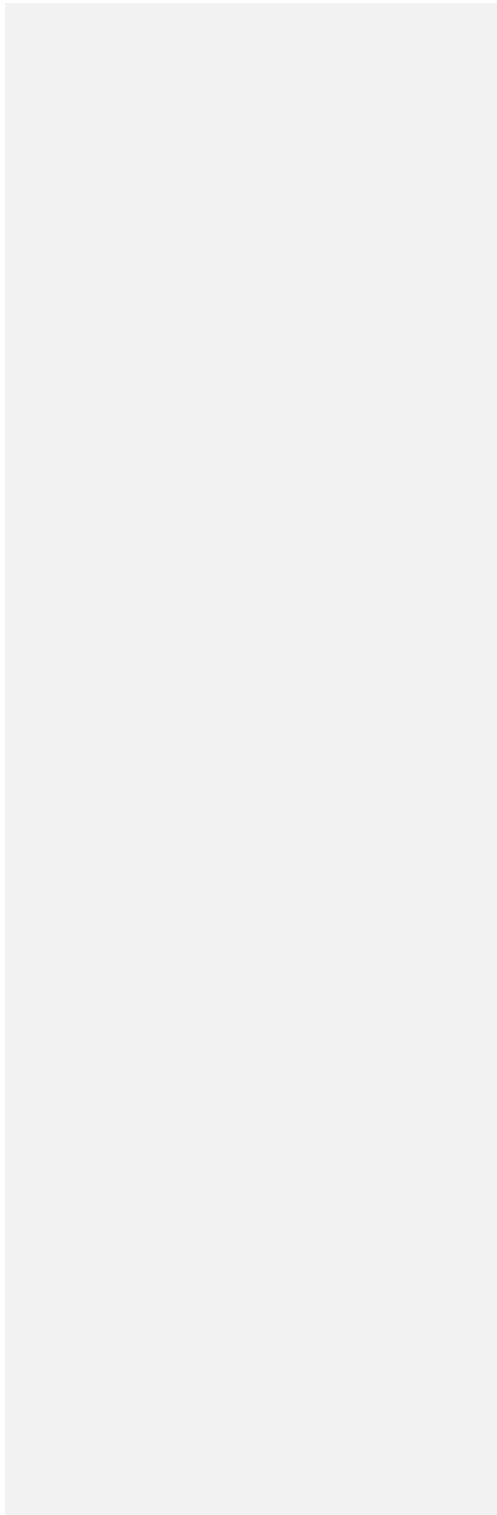
Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

If Amendment:

Original contract packet (with previous contract amendments)
Contract Amendment Packet





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2025

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 Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team	
	PHONE (A/C. No. Ext): 212-994-7020	FAX (A/C. No):
E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Liberty Insurance Corporation		42404
INSURER B : Zurich American Insurance Company		16535
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1890099155 **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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GLO9835819-12	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 14,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-621-094060-035	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 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 RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A	<input checked="" 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	N/A	WA7-62D-094060-015 WA7-62D-095609-075 WC7-621-094060-915	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIRTY (30) DAYS NOTICE OF CANCELLATION.
 Opportunity #US-WSP-202304667 | Project Description: General Plan Update for the City of Santa Fe, New Mexico.

The City of Santa Fe their officials, officers, employees, and agents are included as Additional Insured with respect to the General Liability policy as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability policy is primary and any other coverage shall be excess only, not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability policy as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe 200 Lincoln Ave. Santa Fe NM 87501	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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Item #: _____
Munis Contract #: _____
Original Contract Item #: 24-0352 _____
SWPA/GSA/Coop/RFP/ITB #: _____

**CITY OF SANTA FE, ECONOMIC DEVELOPMENT
AMENDMENT No. 1 TO
Contract # 3250006**

General Plan Update Contract

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated May 31, 2024 (the "Contract"), between the City of Santa Fe (the "City") and WSP USA Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide a comprehensive review and revision of the City of Santa Fe's General Plan.

B. 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. SCOPE OF SERVICES

Article 1 of the Contract is amended to expand the scope of work to include the creation of an economic development plan for the City's Office of Economic Development. The contract has been amended, so that Article 1 reads as follows:

The Contractor shall facilitate a comprehensive review and revision of the City of Santa Fe's General Plan.

The Contractor shall provide the following services-for the City:

In response to RFP#24/20/P (Contract Exhibit 1), the Contractor proposes an alternative work plan

and modified process intended to provide an accelerated project timeline. The alternate process provided in the Contractor's Technical Proposal (Contract Exhibit 2) and Cost Proposal (Contract Exhibit 3) shall encompass all requested elements and shall be inclusive of services and work product deliverables detailed in the scope of work set forth in RFP #24/20/P.

The Contractor shall provide the following services, further described in the Contractor's Technical Proposal (Contract Exhibit 2) attached hereto, to the City as represented in their proposal to the City in response to RFP #24/20/P.

A. STEP 1 - Mobilization and Understanding

Approximately 9 months

Scope of work and deliverables:

1. Kickoff meeting and materials
2. Project management plan
3. Project SharePoint site

4. Digital User Platform development: Phase 4
5. Social Pinpoint Hub or other equivalent online civic engagement tool
6. Project communications brand, identity, supporting materials, and templates
7. Public Engagement Plan, inclusive of CHART and Midtown outreach considerations
8. Open house plans and materials, Community Conversation Kits, and other supporting public engagement materials in English and Spanish
9. Governance model
10. Administrative draft, public review draft and final assessment report completed in

two phases. **Phase 1** will document the analysis of existing conditions and trends. The draft report will be published on the project website for public comments and recommendations. **Phase 2** will incorporate the public engagement findings and the City's short-term and long-term needs and desires

B. STEP 2-Vision and Goals

Approximately 6 months

Scope of work and deliverables:

1. Public communications and engagement materials
2. Internal project team charrette to develop vision and goals
3. Administrative draft, public review draft and final vision statement
4. Administrative draft, public review draft and final goals
5. Place-type initial groups cross referenced to City's Land Development Code (LDC)
6. Digital User Platform development: Phase 2

C. STEP 3 - Scenario Planning

Approximately 6 months

Scope of work and deliverables:

1. Public communications and engagement materials
2. Scenario planning internal project team charrette
3. Place-type categories within each group identified in Step 2 coordinated with LDC
4. Six discussion draft scenario ideas for internal project team charrette
5. Three thematic, conceptual level scenarios with one-page brief for each with characterization and comparative analysis: administrative review, public draft review and final

6. Digital User Platform development: Phase 3

D. STEP 4 - Development of Preferred Plan

Approximately 6 months

Scope of work and deliverables:

1. Administrative draft, public review draft and final General Plan document with appendices
2. Public communications and engagement materials
3. General Plan document outlining internal project team charrette
4. Complete draft of place-types categories within each group, coordinated with LDC
5. Digital User Platform development: Phase 4

E. STEP 5 - Work Program and Funding Plan

Approximately 3 Months

Scope of work and deliverables:

1. Internal project team charrette to outline the General Plan document
2. Public communications and engagement materials
3. Administrative governance policy and procedure
4. Administrative draft, public review draft and final implementation work program
5. Equitable project development and delivery guidelines
6. Digital User Platform development: Phase 5

F. STEP FORWARD - Governing Body Action & Implementation and Evaluation

Approximately 3 Months

Scope of work and deliverables:

1. Public communications and engagement materials

2. Internal charrette to prepare for final action on General Plan and preparatory implementation steps
3. One decision-maker briefing PowerPoint presentation for City staff to use in briefing decision-makers
4. One Planning Commission hearing and presentation
5. One Governing Body hearing and presentation
6. Digital User Platform development: Phase 6

G. STEP ONGOING - Administrative Coordination + Engagement and Communication

Scope of work and deliverables:

1. Biweekly team agenda and notes
2. Quarterly LDC update team agenda and notes
3. Monthly e-newsletter
4. Periodic social media posts
5. PowerPoint presentations for periodic Planning Commission and Governing body updates conducted by City staff, including Step stage gates
6. Monthly progress reports and invoices

Crosswalk illustrating Alternative Proposed Work Plan as compared to the RFP Scope of Work:

Table 1: Proposed Work Plan Steps	CY2024			CY2025			CY2026				
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
STEP 1 Mobilization and Understanding	█	█	█								
STEP 2 Vision and Goals				█	█						
STEP 3 Scenario Planning					█	█					
STEP 4 Development of Preferred Plan							█	█	█		
STEP 5 Work Program and Funding Plan										█	█
STEP → FORWARD Governing Body Action + Implementation and Evaluation										█	█
STEP → ONGOING Administrative Coordination + Engagement and Communication	█	█	█	█	█	█	█	█	█	█	█

Table 2: Crosswalk to RFP Work Plan	Phase 1	Phase 2	Phase 3
STEP 1 Mobilization and Understanding	Task 1 Task 2 Task 3	Task 4 Task 5	
STEP 2 Vision and Goals			Task 7
STEP 3 Scenario Planning			Task 6
STEP 4 Development of Preferred Plan			Task 7
STEP 5 Work Program and Funding Plan			Task 8
STEP → FORWARD Governing Body Action + Implementation and Evaluation			Task 9
STEP → ONGOING Administrative Coordination + Engagement and Communication	Task 1	Task 1 + Task 4	Task 1 + Task 4

In addition, the contractor shall create an economic development strategic plan for the City’s Office of Economic Development as shown in attached Exhibit C.

2. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$150,000 for the Economic Development strategic plan as outlined in attached exhibit D. Article 3, paragraph A reads in its entirety as follows:

A. Payment.

A. The City shall pay the Contractor in full payment for services satisfactorily performed based upon deliverables detailed above, at the rate of ONE MILLION, EIGHT

HUNDRED EIGHTY-THREE THOUSAND, SIX HUNDRED FORTY-EIGHT DOLLARS and

EIGHTEEN CENTS (\$1,883,648.18), excluding gross receipts tax. The

New Mexico gross receipts tax levied at the rate of 8.1875% on the amounts payable under this Contract totaling ONE

HUNDRED FIFTY-FOUR THOUSAND, TWO HUNDRED TWENTY-THREE DOLLARS and

SIXTY-NINE CENTS (\$154,223.69) shall be paid by the City to the Contractor. The total amount

payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not

exceed TWO MILLION, THIRTY-SEVEN THOUSAND, EIGHT HUNDRED

SEVENTY-ONE DOLLARS and EIGHTY-SEVEN CENTS (\$2,037,871.87). This amount is a

maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in

excess of the total compensation amount being provided.

3. 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.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
WSP USA INC.

ALAN WEBBER, MAYOR

Matt Sibul
Matt Sibul (Nov 10, 2025 09:25:05 MST)

MATT SIBUL, REGIONAL TRANSPORTATION LEAD

DATE: _____

Nov 10, 2025
DATE: _____
NMBTIN: _____

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Ruby Crews
Ruby Crews (Nov 10, 2025 09:26:25 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Santa Fe Economic Development Strategy: Scoping

DRAFT 18 September 2025

Project Understanding

The City recently commissioned a report from Ernst & Young analyzing the industry mix and overall economy of Santa Fe. That work, which relied on quantitative industry cluster analysis and stakeholder outreach, resulted in a set of industry targets and other recommendations intended to serve as a prelude to more in-depth strategy development, supported by additional analysis and focused engagement. A parallel effort is underway by the firm Motiva, designed to help the City strategically address its workforce development needs, with a broad scope but emphasis on underserved local populations.

In addition, as part of the *Santa Fe Forward* comprehensive plan update process, Leland Consulting Group (“Leland”) just completed an assessment of past economic development strategy documents along with fresh analysis of trends and existing conditions related to employment, industry mix, commercial development, and other factors influencing Santa Fe’s prospects for improved economic vitality.

Importantly, the New Mexico EDD recently completed its *2025 State Plan Update* to guide statewide economic development activity, including major policy recommendations related to data sharing and visualization, infrastructure investments promoting local site readiness across the state, guidelines for careful diversification away from extractive industries, and strategies for better leveraging federal funding. These policy initiatives, though broad and statewide, are ultimately geared towards improving economic improvement at the local level.

The effort proposed here is intended as a logical extension and complement to those efforts. The resulting consolidated strategic plan and implementation roadmap will serve as a long-overdue update to the 2004 plan of action to guide the Office of Economic Development in fostering economic vitality -- capitalizing on the strengths of Santa Fe to attract, expand, and retain quality firms and individuals, while removing barriers to business success and growth. While that plan needs to be grounded in a rigorous quantitative understanding of the industry structure of the city and the surrounding region, it should also acknowledge and creatively leverage the unique blend of attributes that have long given Santa Fe an economically valuable perceptual advantage.

Task 0: Kickoff and Internal Team Coordination

- Kickoff meetings with OED and other relevant City staff (including Mayor and other key leadership)
- Scope consensus-building: What do we want to get out of this?
- Ensuring formal roles for stakeholders without forming yet another steering committee.

Deliverable:

- Internal summary memo

Timing:

- 2-3 weeks

In-person site visit

Task 1: Coordination with Other Economic Development Organizations

Engage existing economic development stakeholder groups to inform them about this effort, ensure that the Santa Fe team is up to date on those organizations' recent and ongoing efforts, and explore potential additional engagement targets.

- NCNMEDD
- Regional Development Corporation (RDC)
- MRCOG
- Northern Area Local Workforce Development Board
- Tourism Santa Fe
- Santa Fe Chamber of Commerce
- State of NM Economic Development Department
- Other City boards and commissions with stake in economic development
- Many others (~30 stakeholder area groups in all)

Deliverable:

- Technical memo summarizing ongoing parallel efforts and roles across economic development organizations the region and state;

Timing:

- 2-3 weeks, including prep.

Virtual/in-person combo

Task 2: Community Engagement

- **Community survey:** work with project team to craft questionnaire(s) about perceptions of SF strengths and weaknesses, along with resident desires for specific areas of economic and commercial growth. Coordinate sampling and fielding efforts to sync with ongoing engagement/outreach activities in *Santa Fe Forward*.
- **Business/industry survey:** develop questionnaire(s) for members of the business community about SF strengths and weaknesses, desires for specific areas of economic and commercial growth, and with perceived barriers to successful operations and growth.
 - Both the community and business/industry survey engagement efforts will be fully bilingual in Spanish and English.

Deliverable:

- Questionnaire and sampling/fielding plan draft
- Memo summarizing survey findings (timing TBD)
- Full electronic database of survey responses

Timing:

- 4-5 weeks, including prep.; note that survey fielding will take longer -- running parallel to multiple subsequent tasks.

Task 3: Refinement of Industry/Cluster Targeting

- Conduct peer review of Ernst & Young analysis and findings relative to industry mix, clusters, and targeting. Preliminary recommendations from that study, shown below, include many targets related to those identified in the Santa Fe's prior economic development strategy (Angelou 2004) along with some additions and refinements.

Potential target industry (2025)		2004 strategy
Arts, design & media	Arts & culture	Arts and Culture
	Design	Design
	Film, TV, media	Publishing and New Media
Tourism, recreation & specialty consumer goods	Hospitality	Hospitality
	Specialty retail	Outdoor Gear and Apparel
	Specialty manufacturing	
Technology development	Software	Software Development
	Scientific R&D	Water Conservation and Clean Energy Technologies
Professional services		

DRAFT

Deliverable:

- Interim technical memo with summary of industry structure, trends, and targets

Timing:

- 4-5 weeks

No site visit

- Revisit and refine findings and recommendations from the E&Y study and from Leland’s economic development chapter in the *Santa Fe Forward Assessment Report*.
- Examine the above Santa Fe-specific findings in the context of plans from broader geographies, with special emphasis on the *2025 State Plan Update* just completed by the New Mexico EDD to guide statewide economic development. Major strategic initiatives identified in that plan need to be directly and efficiently leveraged in Santa Fe’s updated strategy.
- Gather and analyze information from national and regional industry publications within targeted sectors to better understand industry trends including evolving workforce, infrastructure, and space needs. (To be explored further in Task 4 outreach)

Task 4: Employer Engagement

- Engage with representatives of major private-sector employers in Santa Fe (and potentially elsewhere in the region) to discuss strengths, weaknesses, opportunities, and threats related to operating in Santa Fe.
- Topics of this outreach should include, but not be limited to:
 - growth prospects and what is currently “working” in terms of City policies, services, and investments
 - barriers to growth
 - emerging supply chain clusters
 - workforce development needs (education, training, etc.)
 - infrastructure requirements/desires (transportation, water, etc.)
 - public policy, including land use/zoning
- Some employers may have site-specific observations and concerns that involve City policies and priorities already being given consideration in the parallel *Santa Fe Forward* effort.

Deliverable:

- Technical memo on cluster/target analysis review with refined SWOT analysis based on employer engagement in combination with learning from prior tasks

Timing:

- 4-5 weeks

Multi-day in-person site visit

Task 5: Coordination, Engagement Related to Workforce Development

- Meet with Motiva to understand status/direction of their workforce development strategy efforts and share preliminary findings and recommendations.
- Meet with secondary and higher education (UNM, NMSU, SFCC, St. John's) representatives [particularly entrepreneurial programs within those].
 - Evaluate how an educational anchor could reinforce creative sector ecosystem and talent retention.
- Meet with other education/arts groups to explore local arts engagement programs as economic development tools. These conversations should be informed in part by the *2024 Creative Industries Study* completed for the New Mexico EDD.
- Analyze housing affordability and housing mix in relation to workforce development and recruiting goals. This analysis should be coordinated with housing-related analysis and recommendations emerging in the *Santa Fe Forward* effort.

Deliverable:

- Report on workforce development key findings and strategy implications

Timing:

- 4-5 weeks

In-person visit supplemented with remote interviews.

Task 6: Identification and Evaluation of Potential Opportunity Sites

- Meet with planning staff and coordinate with *Santa Fe Forward* future land use mapping effort to understand key remaining areas of potential growth (via either new development or re-development), with focus on areas of non-residential growth.
- Evaluate identified candidate areas relative to draft industry targets, employer outreach findings, and other input from prior tasks.
- Develop high-level strategic profiles and recommendations for promising catalyst areas of potential development.

Deliverable:

- Map(s) and technical memo with high-level strategic recommendations

Timing:

- 4-5 weeks

In-person visit supplemented

Task 7: Situational Analysis and Strategic Framework

- **Synthesize findings** from all previous tasks into a comprehensive assessment of Santa Fe's current economic position.
- Summarize **key challenges**, barriers, and constraints limiting and influencing economic growth for Santa Fe.
- Document specific **opportunities** emerging from industry analysis, stakeholder engagement, and site evaluation.
- Develop clear **problem statements** that connect community needs with economic development solutions.
- Present **integrated SWOT analysis** that builds on E&Y work but incorporates new insights from community and employer engagement.

Deliverable:

- Situational Analysis Report summarizing key challenges, opportunities, and strategic priorities identified through data analysis and stakeholder engagement

Timing:

- 3-4 weeks

Task 8: Draft Goals, Strategies, and Action Plan

- Translate the situational analysis and strategic framework into a limited set of (5 to 7) broad goals to guide how the Office of Economic Development can strengthen and diversify Santa Fe's economy.
- Break down each broad goal into a set of (2 to 5) more specific *strategies*, which will, in turn, be accompanied by a number of concrete *action* items written in the form of prioritized instructions that can be implemented by the OED and clearly identified partners.
- Through this process, we will move forward those project areas that are most critical to moving forward, and we may deemphasize those that, while important, simply cannot move forward immediately given higher priorities and organizational capacity.
- For each action item, we will assign:
 - a timeframe within the next five years
 - a rough order of magnitude cost estimate
 - the role of key implementing partners,
 - objective metrics and performance indicators that should be tracked to monitor progress and make adjustments,
 - other necessary notes attributes that will help translate the action plan into a practical day-to-day guide and work plan.
- At a minimum, we expect the strategy to address implementation in the following areas:
 - A refined set of **industry targets** and targeting-related guidelines
 - A clear statement of Santa Fe's **strategic differentiators**: perceptual advantages that should be intentionally leveraged
 - Identify **policies changes and investments** that directly **address and mitigate identified barriers** to business success, attraction, and retention in Santa Fe
 - Recommended policies and actions for how the OED can help to promote a better fit between Santa Fe's labor force and the city's **housing options**

Deliverable:

- Draft economic development strategy and action plan

Timing:

- 6-8 weeks

Work session can be combination remote/in-person

- High-level identification of, and recommendations for, **key opportunity sites/nodes/corridors** within Santa Fe that are closely tied to its economic development goals
- Policies and actions related to how the OED can contribute in a complementary role in support of industries and businesses dependent of visitors.
- **Workforce**: address ways to bolster the supply of well-qualified workers to support economic vitality across the board
- **Higher education**: recommendations for how OED, with the help of partners, can work towards attracting a significant campus presence in Santa Fe
- **Work Session**: Once the draft action plan is ready, we will review with OED and relevant City staff prior to scheduling a city council work session where we will present our findings and gather feedback.

Task 9: Final Strategy/Action Plan Document

- **Final Economic Development Strategic Action Plan**: We will take the feedback gathered from Task 5 and prepare a final report suitable for adoption or acceptance by the city council.
 - We expect the document to serve as both an internal resource and an external statement of Santa Fe’s commitment to economic development. As such, it will be highly graphical, with significant use of maps, graphics, charts, and tables to make it readable and keep it brief.
 - Reporting and recommendations will be integrated with the *Santa Fe Forward Digital User Platform*.
- [optional] Develop stakeholder engagement plan to promote strategy adoption of findings/recommendations across a wider audience of key leadership and organizations.

Deliverable:

- Final economic development strategy and action plan

Timing:

- 3-4 weeks

In-person site visit for final presentations



EXHIBIT D

City of Santa Fe General Plan Update
Contract #3204702

September 19, 2025

Johanna Nelson, Director
Office of Economic Development
City of Santa Fe
200 Lincoln Avenue, Box 909
Santa Fe, NM 87505
cc: Heather Lamboy, Director, Planning & Land Use Department

Re: Contract #3204702 and Economic Development Strategy

Dear Johanna,

Thank you for allowing us to submit this cost proposal for the City of Santa Fe Economic Development Strategy, in conjunction with Leland Consulting Group and under the City of Santa Fe General Plan Update (Contract #3204702).

Based on the scope of work provided, we have developed a proposed cost in the amount of **\$150,000.00**, which includes an estimated **New Mexico Gross Receipts Tax (8.1875%)**, of **\$11,352.00**, which is to be paid separately by the City of Santa Fe.

We are available to start work immediately upon receipt of a contract amendment and purchase order, or other mutually approved written Notice to Proceed. If you have any questions during your review of our cost proposal, please contact me (505-870-4449; nick.fazio@wsp.com). On behalf of WSP USA and Leland Consulting Group, thank you for the opportunity to continue our work for the City Different!

Sincerely,
WSP USA, Inc.

Nick Fazio
Assistant Vice President, Communications and Public Involvement
WSP USA, Inc.



DESCRIPTION OF SERVICES

A description of services and scope of work is provided as a separate attachment, dated September 18, 2025.

COSTS AND SCHEDULE

WSP proposes to provide these services on a lump sum basis for a total of **\$138,648.00**, not including applicable New Mexico Gross Receipts Tax of **\$11,352.00**, which is to be paid separately by the City of Santa Fe. This brings the total cost to **\$150,000.00**.

Scope Item	Hours	Not to Exceed Price
Labor		
Task 0: Kickoff and Internal Team Coordination	48	\$8,360.00
Task 1: Coordination w/ Other Economic Development Orgs.	58	\$9,516.00
Task 2: Community Engagement	182	\$23,041.00
Task 3: Refinement of Industry/Cluster Targeting	43	\$8,240.00
Task 4: Employer Engagement	66	\$10,716.00
Task 5: Coordination/Engagement Related to Workforce Dev.	63	\$10,047.00
Task 6: Identification/Evaluation of Potential Opportunity Sites	41	\$8,135.00
Task 7: Situational Analysis and Strategic Framework	64	\$12,515.00
Task 8: Draft Goals, Strategies, and Action Plan	121	\$24,156.00
Task 9: Final Strategy and Action Plan Document	70	\$13,815.00
Subtotal	756	\$128,541.00
Direct Expenses (no mark-up)		
Mileage Reimbursement		\$427.00
Travel expenses		\$9,380.00
Vehicle charges		\$300.00
Subtotal		\$138,648.00
NMGRT @ 8.1875%		\$11,352.00
Total		\$150,000.00



September 19, 2025

Johanna Nelson, Director
Office of Economic Development
City of Santa Fe
200 Lincoln Avenue, Box 909
Santa Fe, NM 87505
cc: Heather Lamboy, Director, Planning & Land Use Department

Re: Contract #3204702 and Economic Development Strategy

Dear Johanna,

Thank you for allowing us to submit this cost proposal for the City of Santa Fe Economic Development Strategy, in conjunction with Leland Consulting Group and under the City of Santa Fe General Plan Update (Contract #3204702).

Based on the scope of work provided, we have developed a proposed cost in the amount of **\$150,000.00**, which includes an estimated **New Mexico Gross Receipts Tax (8.1875%)**, of **\$11,352.00**, which is to be paid separately by the City of Santa Fe.

We are available to start work immediately upon receipt of a contract amendment and purchase order, or other mutually approved written Notice to Proceed. If you have any questions during your review of our cost proposal, please contact me (505-870-4449; nick.fazio@wsp.com). On behalf of WSP USA and Leland Consulting Group, thank you for the opportunity to continue our work for the City Different!

Sincerely,
WSP USA, Inc.

Nick Fazio
Assistant Vice President, Communications and Public Involvement
WSP USA, Inc.



DESCRIPTION OF SERVICES

A description of services and scope of work is provided as a separate attachment, dated September 18, 2025.

COSTS AND SCHEDULE

WSP proposes to provide these services on a lump sum basis for a total of **\$138,648.00**, not including applicable New Mexico Gross Receipts Tax of **\$11,352.00**, which is to be paid separately by the City of Santa Fe. This brings the total cost to **\$150,000.00**.

Scope Item	Hours	Not to Exceed Price
Labor		
Task 0: Kickoff and Internal Team Coordination	48	\$8,360.00
Task 1: Coordination w/ Other Economic Development Orgs.	58	\$9,516.00
Task 2: Community Engagement	182	\$23,041.00
Task 3: Refinement of Industry/Cluster Targeting	43	\$8,240.00
Task 4: Employer Engagement	66	\$10,716.00
Task 5: Coordination/Engagement Related to Workforce Dev.	63	\$10,047.00
Task 6: Identification/Evaluation of Potential Opportunity Sites	41	\$8,135.00
Task 7: Situational Analysis and Strategic Framework	64	\$12,515.00
Task 8: Draft Goals, Strategies, and Action Plan	121	\$24,156.00
Task 9: Final Strategy and Action Plan Document	70	\$13,815.00
Subtotal	756	\$128,541.00
Direct Expenses (no mark-up)		
Mileage Reimbursement		\$427.00
Travel expenses		\$9,380.00
Vehicle charges		\$300.00
Subtotal		\$138,648.00
NMGRT @ 8.1875%		\$11,352.00
Total		\$150,000.00



CITY OF SANTA FE
PLANNING & LAND USE

DATE: May 16, 2024

TO: Mayor Webber and City Council
Finance and Quality of Life Committees

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Rich Brown, Community Development Department Director *RB*
Jason Kluck, Planning & Land Use Department Director *jmk*

FROM: Heather L. Lamboy, AICP, Assistant Director, Planning & Land Use Department *HLL*

SUBJECT: General Plan Update Contract

VENDOR: WSP USA, Inc.

ITEM AND ISSUE

Request for Approval of a Professional Services Agreement with WSP USA, Inc, to Update the General Plan and Create a Digital User Platform In the Total Amount of \$1,887,871.87, Inclusive of NMGRT for a Four Year Term.

BACKGROUND AND SUMMARY

The General Plan is adopted by resolution and is the comprehensive planning document that sets the City of Santa Fe's (City's) official policies guiding the long-ranging planning of physical growth, community development, and public services, as well as the City's goals for subjects including equity, inclusion, sustainability, affordability, and mobility. The General Plan is composed of several chapters, each focusing on specific topics related to the planning and development of the city. The goals and objectives of each chapter are used to set City policy and are implemented through the City's Code of Ordinances, regulating documents such as the Future Land Use Map, comprehensive planning efforts, and other mechanisms.

The last comprehensive update of the currently adopted General Plan was in 1999, after several years of community engagement, research, and drafting. Since 1999, the city has seen significant population growth, infrastructure and sustainability concerns and economic fluctuations, and thus much of the data supporting the 1999 plan is now out of date. Additionally, realignment with the City's Capital Improvement Plan is needed. Finally, it should be acknowledged that 20-25 years is generally considered to be the lifespan of a city-wide plan such as Santa Fe's General Plan.

This contract proposes that the process for the General Plan Update be informed by a robust community conversation addressing the issues raised by the Governing Body, the associated recommendations in



**CITY OF SANTA FE
PLANNING & LAND USE**

the Governing Body resolution that was approved on March 24, 2023, and other recommendations and subject matter for consideration as identified, such as growth planning and management, mobility and accessibility, adaptability, resiliency and sustainability, inclusion and equity, and economic strength and opportunity. Furthermore, the contract calls for staff and the consultant to undertake efforts to evaluate the 1999 plan to identify its strengths and deficiencies. This will help ensure that proposed policies are informed by the successes and beneficial outcomes, as well as the shortcomings, of the current plan and will best address the needs of the Santa Fe community.

Included in the scope of work is the development of a digital platform that will not only provide information on the General Plan Update process, but also the Zoning Code update process, community engagement associated with both projects, and a robust Geographic Information Systems (GIS) platform where community members can access information on subdivision plats, development plans, special use approvals, historic preservation inventory forms, building permits, and much more. The development of this platform will provide more accessible information which could assist in reducing the overall number of public information (IPRA) requests.

The consultant offered an accelerated Work Plan that will shorten the duration of the update project. The intent of this accelerated pace is to ensure that the General Plan aligns with Phase 3 of the Land Development Code update, where the consultants of the two projects will review the draft General Plan and Land Development Code updates to ensure consistency between the two documents.

Crosswalk illustrating Alternative Proposed Work Plan as compared to the RFP Scope of Work:

Table 1: Proposed Work Plan Scope

	CY2024			CY2025				CY2026			
	Q1	Q2	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
STEP 1 Mobilization and Understanding	█	█	█								
STEP 2 Vision and Goals				█	█						
STEP 3 Scenario Planning						█	█				
STEP 4 Development of Preferred Plan							█	█			
STEP 5 Work Program and Funding Plan									█	█	
STEP → FORWARD Governing Body Action + Implementation and Evaluation											█
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication	█	█	█	█	█	█	█	█	█	█	█

Table 2: Crosswalk to RFP Work Plan

	Phase 1	Phase 2	Phase 3
STEP 1 Mobilization and Understanding	Task 1 Task 2 Task 3	Task 4 Task 5	
STEP 2 Vision and Goals			Task 7
STEP 3 Scenario Planning			Task 6
STEP 4 Development of Preferred Plan			Task 7
STEP 5 Work Program and Funding Plan			Task 8
STEP → FORWARD Governing Body Action + Implementation and Evaluation			Task 9
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication	Task 1	Task 1 + Task 4	Task 1 + Task 4

Given these considerations, the Planning and Land Use Department seeks to contract approval for consulting services for an update of the City's General Plan. This RFP will include a detailed project



CITY OF SANTA FE
PLANNING & LAND USE

description and scope of work for the General Plan update. The consultant(s) will be selected based on their proposals, experience and estimated budget.

New Mexico Statutes 1978, Chapter 3, Article 19, Planning and Platting and Article 21, Zoning Regulations, outline the City's responsibility to adopt a "master plan", also referred to as a "comprehensive plan". For consistency's sake, this memo and the resolution for the RFP refer to the City's "General Plan," instead of a "master plan" or "comprehensive plan," as the document under consideration.

CONTRACT NUMBER

The FY2024 Munis contract number is 3204702

PROCUREMENT METHOD

The Department completed an RFP procurement for these professional services, the contract expires June 30, 2028.

FUNDING SOURCE

The funding source is:

Fund Name/Number: General Fund 100

Munis Org Name/Number: Land Use 1004501

Munis Object Name/Number: Professional Contracts 510300

Total: \$1,887,871.87

CAPITAL ASSET

Yes No

CAPITAL PROJECT

Yes No

ACTION REQUESTED

The Community Development Department respectfully requests your review and approval of the General Plan Update contract.

ATTACHMENTS:

1. Signed Contract
2. Memo to Quality of Life Committee, Finance Committee, and Governing Body
3. Procurement Checklist
4. Summary of Contract
5. Certificate of Liability
6. WSP Business Registration

Signature: *Jason M. Kluck*

Email: jmkluck@santafenm.gov

Signature: *Richard Brown*

Email: rdbrown@santafenm.gov

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: WSP USA, Inc.

Procurement/contract Title: General Plan Update

Procurement Method/Vehicle: Sole Source State Price Agreement/Existing Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98

Small Purchase (Contract Under \$60,000) Other: _____

Requesting Department: Community Development **Staff Name:** Heather Lamboy

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input type="checkbox"/>	ITB (include bid tab)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	FIR
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

<u>Heather Lamboy</u>	<u>Assistant Director, Planning & Land Use</u>	<u>5-16-2024</u>
Department Point of Contact	Title	Date
<u>Jason M. Kluck</u>		<u>05/20/2024</u>
Department Director		Date
<u>[Signature]</u>		<u>May 21, 2024</u>
Chief Procurement Officer		Date
_____	_____	_____
ITT Representative	Title	Date



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204702 Procurement # (RFP/ITB# If any): 24/20/P

Contractor: WSP USA, Inc.

Procurement Method/Vehicle: Small Purchase RFP ITB Sale Source GSA Cooperative Exempt SWPA/Existing

Description/Title: General Plan Update and Digital User Platform

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: When Signed Term End Date: 6/30/2028 Total Contract Amount: \$1,887,871.87

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: Contract (Initial Approval)

1.b Amendment #: N/A to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: N/A

Extend Expiration Date to: N/A

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: N/A

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

This is an initial contract approval request for the update of the General Plan and creation of a digi

3. Procurement History: _____

Purchasing Officer Review: _____ Date: May 21, 2024
Comment & Exceptions: 13-1-112. Competitive sealed proposals; request for proposals.

4. Funding Source: General Fund Org / Object: 1004501/510300

Andy Hopkins Budget Officer Approval: _____ Date: May 21, 2024
Comment & Exceptions: _____

5. Grant History (if applicable): N/A

Grants Administrator Approval: _____ Date: _____

Staff Contact who Completed This Form: Heather Lamboy Phone #: 505-470-5281

To be recorded by City Clerk: _____ Email: hllamboy@santafenm.gov

Clerk # _____
Date of Execution: _____

ITT Representative (attesting that all information is reviewed) _____ Title _____ Date _____

**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 **WSP USA Inc**, 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 facilitate a comprehensive review and revision of the City of Santa Fe’s General Plan. The Contractor shall provide the following services-for the City:

In response to RFP#24/20/P (Contract Exhibit 1), the Contractor proposes an alternative work plan and modified process intended to provide an accelerated project timeline. The alternate process provided in the Contractor’s Technical Proposal (Contract Exhibit 2) and Cost Proposal (Contract Exhibit 3) shall encompass all requested elements and shall be inclusive of services and work product deliverables detailed in the scope of work set forth in RFP #24/20/P.

The Contractor shall provide the following services, further described in the Contractor’s Technical Proposal (Contract Exhibit 2) attached hereto, to the City as represented in their proposal to the City in response to RFP #24/20/P.

STEP 1 – Mobilization and Understanding
Approximately 9 months

Scope of work and deliverables:

1. Kickoff meeting and materials
2. Project management plan
3. Project SharePoint site

4. Digital User Platform development: Launch Phase
5. Social Pinpoint Hub or other equivalent online civic engagement tool
6. Project communications brand, identity, supporting materials, and templates
7. Public Engagement Plan, inclusive of CHART and Midtown outreach considerations
8. Open house plans and materials, Community Conversation Kits, and other supporting public engagement materials in English and Spanish
9. Governance model
10. Administrative draft, public review draft and final assessment report completed in two phases. **Phase 1** will document the analysis of existing conditions and trends. The draft report will be published on the project website for public comments and recommendations. **Phase 2** will incorporate the public engagement findings and the City's short-term and long-term needs and desires

STEP 2 – Vision and Goals

Approximately 6 months

Scope of works and deliverables:

1. Public communications and engagement materials
2. Internal project team charrette to develop vision and goals
3. Administrative draft, public review draft and final vision statement
4. Administrative draft, public review draft and final goals
5. Place-type initial groups cross referenced to City's Land Development Code (LDC)
6. Digital User Platform development: Phase 2

STEP 3 – Scenario Planning

Approximately 6 months

Scope of work and deliverables:

1. Public communications and engagement materials
2. Scenario planning internal project team charrette
3. Place-type categories within each group identified in Step 2 coordinated with LDC
4. Six discussion draft scenario ideas for internal project team charrette
5. Three thematic, conceptual level scenarios with one-page brief for each with characterization and comparative analysis: administrative review, public draft review and final
6. Digital User Platform development: Phase 3

STEP 4 – Development of Preferred Plan

Approximately 6 months

Scope of work and deliverables:

1. Administrative draft, public review draft and final General Plan document with appendices
2. Public communications and engagement materials
3. General Plan document outlining internal project team charrette

4. Complete draft of place-types categories within each group, coordinated with LDC
5. Digital User Platform development: Phase 4

STEP 5 – Work Program and Funding Plan

Approximately 3 Months

Scope of work and deliverables:

1. Internal project team charrette to outline the General Plan document
2. Public communications and engagement materials
3. Administrative governance policy and procedure
4. Administrative draft, public review draft and final implementation work program
5. Equitable project development and delivery guidelines
6. Digital User Platform development: Phase 5

STEP FORWARD - Governing Body Action & Implementation and Evaluation

Approximately 3 Months

Scope of work and deliverables:

1. Public communications and engagement materials
2. Internal charrette to prepare for final action on General Plan and preparatory implementation steps
3. One decision-maker briefing PowerPoint presentation for City staff to use in briefing decision-makers
4. One Planning Commission hearing and presentation
5. One Governing Body hearing and presentation
6. Digital User Platform development: Phase 6

STEP ONGOING - Administrative Coordination + Engagement and Communication

Scope of work and deliverables:

1. Biweekly team agenda and notes
2. Quarterly LDC update team agenda and notes
3. Monthly e-newsletter
4. Periodic social media posts
5. PowerPoint presentations for periodic Planning Commission and Governing body updates conducted by City staff, including Step stage gates
6. Monthly progress reports and invoices

Crosswalk illustrating Alternative Proposed Work Plan as compared to the RFP Scope of Work:

Table 1: Proposed Work Plan Steps	CY2024			CY2025			CY2026				
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
STEP 1 Mobilization and Understanding											
STEP 2 Vision and Goals											
STEP 3 Scenario Planning											
STEP 4 Development of Preferred Plan											
STEP 5 Work Program and Funding Plan											
STEP → FORWARD Governing Body Action + Implementation and Evaluation											
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication											

Table 2: Crosswalk to RFP Work Plan	Phase 1	Phase 2	Phase 3
	STEP 1 Mobilization and Understanding	Task 1 Task 2 Task 3	Task 4 Task 5
STEP 2 Vision and Goals			Task 7
STEP 3 Scenario Planning			Task 6
STEP 4 Development of Preferred Plan			Task 7
STEP 5 Work Program and Funding Plan			Task 8
STEP → FORWARD Governing Body Action + Implementation and Evaluation			Task 9
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication	Task 1	Task 1 + Task 4	Task 1 + Task 4

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to the General Plan Update 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 based upon deliverables detailed above, such compensation not to exceed ONE MILLION, SEVEN HUNDRED FORTY-FIVE THOUSAND DOLLARS (\$1,745,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling ONE HUNDRED FORTY-TWO THOUSAND, EIGHT HUNDRED SEVENTY-ONE DOLLARS and EIGHTY-SEVEN CENTS (\$142,871.87) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed ONE MILLION, EIGHT HUNDRED EIGHTY-SEVEN THOUSAND, EIGHT HUNDRED SEVENTY-ONE DOLLARS and EIGHTY-SEVEN CENTS (\$1,887,871.87). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this

Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

Contractor's Cost Proposal (Contract Exhibit 3) outlines annual funding required to adhere to the project schedule (Proposed Work Plan Steps) presented in the Technical Proposal (Contract Exhibit 2).

B. Payment 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 thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID**.

C. Payment in future fiscal years 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**.)

D. 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.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. 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), or paragraph 6 (Appropriations).

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 payment 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 and shall be delivered to the City no later than the termination date of this Contract. 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.

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.

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 RFP #24/20/P 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, 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 Contract. 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: Heather Lamboy, Procurement Manager, City of Santa Fe
200 Lincoln Ave, Box 909
Santa Fe, NM 87504-0909
hllamboy@santafenm.gov

To the Contractor: WSP USA Inc.
Daniel Sims, Senior Vice President
2440 Louisiana Blvd NE, Suite 400
Albuquerque, NM 87110
dan.sims@wsp.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:


Alan Webber (May 31, 2024 15:46 MDT)

ALAN WEBBER, MAYOR

CONTRACTOR:

WSP, USA Inc

Matthew Sibul (May 17, 2024 11:21 MDT)

MATT SIBUL

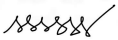
DATE: May 17, 2024

TITLE: SENIOR VICE PRESIDENT

CRS#: 01-195458-002

Registration #: 230545

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK
XIV

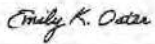
CITY ATTORNEY'S OFFICE:



May 17, 2024

REBECCA MNUK-HERRMANN, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR, EMILY OSTER

**City of Santa Fe
Planning and Land Use Department**

REQUEST FOR PROPOSALS (RFP)

General Plan Update



**RFP#
24/20/P**

RFP Release Date: October 18, 2023

Proposals Due Date: November 28, 2023

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for a Land Use Planning Consultant to facilitate a comprehensive review and revision of the City of Santa Fe's (City) General Plan. New Mexico Statute refers to this plan as a "Master Plan" and other government entities refer to it as "comprehensive" plan or "master" plan.

B. BACKGROUND INFORMATION

The City of Santa Fe enjoys a long history as a municipality and in prior eras spanning from settlement by the first Indigenous populations (whose descendants still call it Oga Po'geh, White Shell Water Place), and followed by the Spanish Influence beginning in the 1500's and American influence from the 1900's to modern times. Modern planning efforts began in Santa Fe in 1946, with the adoption of the "City Plan" prepared by Harland Bartholomew and Associates.

First adopted in 1972, and subsequently updated in 1983 and 1999, The General Plan is the City of Santa Fe's policy guide for land development, planning and growth objectives, related implementation strategies, and the administration of the Land Development Code. It serves as the statement of goals, recommendations and policy guidance for the development of the physical environment of Santa Fe and other geographic areas in Santa Fe's region. The General Plan will serve as a basis for land development approvals and other land and planning related implementation programs within the City. The goals, vision, implementation policies and work programs, and policy guidance of the General Plan may be amended from time to time to meet the changing requirements of the City.

The General Plan guides the comprehensive, long-range plan for the development and responsible stewardship of Santa Fe's resources. It is a critical tool for priority identification and decision making. It provides a policy framework for development proposals, capital improvements, annexation, and extension of public services. It represents the vision of the Santa Fe community and should be recognized as the City's foremost commitment to Santa Fe's future growth and redevelopment objectives. It outlines a vision through various themes that reflect the aspirations of the community and establishes a basis for review of development proposals and public projects to ensure that they are consistent with policy objectives. It provides for strategies that will enhance the character of the community and preserve critical environmental and historic resources and minimize potential hazards. It provides the basis for establishing and setting priorities for implementing programs and regulations and provides the basis for nurturing a vital community and assuring input from all segments of the population.

The General Plan's last comprehensive update was adopted in 1999, after several years of community engagement, analysis and drafting. The 1999 General Plan, along with the Future Land Use Map, continues to be the presiding document which guides city planning and land use policy and review of new development proposals. While many of the themes in the 1999 General Plan remain relevant for

contemporary planning, the data and analysis in 1999 General Plan have not been updated to reflect contemporary circumstances in Santa Fe and the shifting priorities of the world at large, it is no longer directly tied to the City's Capital Improvements Plans and does not incorporate plans adopted since 1999.

Due to these circumstances, the City is endeavoring to revise the General Plan to reflect current conditions and respond to contemporary issues such as climate change, housing affordability, and social equity. The General Plan Update should acknowledge and honor relevant components of the existing 1999 General Plan while recognizing contemporary challenges and opportunities. The revision should identify economic, demographic and environmental changes in Santa Fe in the years since the 1999 General Plan was adopted. It should then identify both the short-term and long-term needs and desires of the community and provide a strategic framework for addressing those needs in a responsible and equitable way.

The General Plan Update will be conducted concurrently with the Land Development Code (LDC) Update project, Phase 1 of which is already underway. The LDC Update is a multi-phase project led by the Land Use and Planning Department in collaboration with Clarion Associates, a consulting firm that specializes in ordinance development and plan implementation, to restructure and update the City's Land Development Code.

Phase 1 of the project is focused on identifying issues with the code and recommending non-substantive amendments to the code's organization and text that will make the code easier to understand and administer. Phase 2 of the project is focused on more substantive changes including LDC's procedures, regulations, and zoning districts. Finally, Phase 3 of the project focuses on adding additional substantive revisions to implement the land use and growth goals and policies of the updated Santa Fe General Plan identified by General Plan Update project. The General Plan Update consultant is expected to collaborate with the Land Development Code update project team across all three phases, but particularly in Phase 3, where the code will be amended to reflect the goals and policies identified in the General Plan update project. The full Land Development Code project scope is provided in the Procurement Library (Section I.G.).

In addition to the LDC update, the following planning activities are ongoing and will need to be included in the Plan update:

1. Culture, History, Art, Reconciliation and Truth (CHART): an extensive public engagement effort initiated in response to the period of civil unrest in 2020.
2. Santa Fe Water 2100: a 100-year water resource plan currently being drafted by the City's Water Division.
3. Midtown District Redevelopment: A major City-led redevelopment project of the former College of Santa Fe campus. A master plan has been completed and RFP's have been issued for development proposals.
4. Complete Streets Engineering Handbook: An effort led by the Public Works Department to update the City's Street design and engineering standards and move them from the Land Development Code to an Engineering Handbook managed by Public Works.
5. Bicycle and Multimodal Master Plans Update: An effort led by the Santa Fe Metropolitan Planning Organization to update the existing Bicycle and Multimodal Master Plans.

The General Plan Update consultant is expected to collaborate with the project teams and incorporate the findings from these ongoing planning efforts into the goals and objectives identified as part of the update project.

C. SCOPE OF PROCUREMENT

This RFP is to solicit the procurement of a qualified Land Use and Planning Consultant to facilitate a comprehensive review and revision of the City of Santa Fe's (City) General Plan. The Consultant Services may include, but are not limited to, administrative coordination and support, public engagement, land use planning analysis and recommendations delivered in a variety of formats including reports, maps, digital and paper publications. The Consultant Team may include subcontractors, community organizations and other relevant members needed to perform the required tasks.

Tasks and Phases are meant to provide guidance on structure and schedule of deliverables but may change due to circumstances including but not limited to Land Development Code Rewrite progression, Consultant recommendations or other circumstances.

The Tasks and Phases listed in Section IV. Scope of Work are intended to include the entire General Plan Update project, however only Phase 1 is currently funded. The subsequent Phases 2 and 3 will be undertaken as funding becomes available in subsequent fiscal years.

PROJECT TERM

The project procurement will be for four (4) years.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Planning and Land Use Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and email address are listed below:

Name: Heather Lamboy, Assistant Director of Planning and Land Use, Procurement
Manager

Telephone: (505) 955-6598

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager AND the Central Purchasing Office at the following emails:

Procurement Manager: hllamboy@santafenm.gov

Central Purchasing Office: purchasing_RFP@santafenm.gov

Offerors may contact **ONLY** the Procurement Manager and the Central Purchasing Office regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.12.** As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, §13-1-172 and Procurement Manual Section Y, **ONLY** protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via upload:

<https://cityofsantafenm.sharefile.com/r-r6a199d2a98094545a0fc75efdb971f9b>

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“Authorized Purchaser”** means an individual authorized by a Participating Entity to place orders against this contract.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Central Purchasing Office”** means the office responsible for the control of procurement of items of tangible personal property, services, or construction.
5. **“Chief Procurement Officer”** means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services, or construction.
6. **“City”** means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.
7. **“Close of Business”** means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.
8. **“Confidential”** means confidential financial information concerning Offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act

NMSA 1978, §§57-3-A-1 through 57-3A-7. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. **“Contract”** means any agreement for the procurement of items of tangible personal property, services, or construction.
10. **“Contractor”** means any business having a contract with the City of Santa Fe.
11. **“Department”** means the Requesting Department sponsoring this Procurement.
12. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
13. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor.
14. **“Electronic Submission”** means a successful submittal of Offeror's proposal.
15. **“Electronic Version/Copy”** means a digital form consisting of text, images or both that are readable on computers or other electronic devices. The electronic version/copy can only be uploaded to ShareFile.
16. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors' proposals.
17. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
18. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
19. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.
20. **“General Plan”** means the adopted policy guide and program development for the City of Santa Fe, synonymous with a City “Comprehensive Plan” or “Master Plan.”

21. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.
22. **“IT”** means Information Technology.
23. **“Living Wage”** means the City’s minimum hourly wage necessary for a person to achieve a higher standard of living.
24. **“Land Development Code”** means the Santa Fe Code of Ordinances chapters that regulates all development activity within the City limits. Also known as “Chapter 14”.
25. **“Mandatory”** – the terms “must,” “shall” “will,” “is required,” or “are required,” identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror’s proposal.
26. **“Minor Irregularities”** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
27. **“Offeror”** is any person, corporation, or partnership who chooses to submit a proposal.
28. **“Procurement Manager”** means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract(s).
29. **“Project”** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.
30. **“Redacted”** means a version/copy of the Offeror’s proposal with the information considered proprietary or confidential (as defined by NMSA 1978, §§ 57-3A-1 to 57-3A-7 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
31. **“Request for Proposals (RFP)”** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
32. **“Requesting Department”** means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.
33. **“Responsible Offeror”** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

34. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity, or delivery requirements.
35. **“Sealed”** means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City’s Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.
36. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
37. **“State (the State)”** means the State of New Mexico.
38. **“Statement of Concurrence”** means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g., “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable.”)
39. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
40. **“Written”** means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.

https://www.santafenm.gov/bids_rfps

Other relevant links:

[Resolution Adopting Next Steps to Revise the City of Santa Fe’s General Plan](#)

[City of Santa Fe General Plan \(1999\)](#)

[City of Santa Fe Long-Range Planning webpage](#)

[City of Santa Fe Land Development Code](#)

[City of Santa Fe Land Development Code Update Project Website](#)

[City of Santa FE Land Development Code Update Contract and Scope](#)

[City of Santa Fe Complete Streets Resolution](#)

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	October 18, 2023
2. Acknowledgement of Receipt Form	Potential Offerors	November 1, 2023
3. Pre-Proposal Conference	Requesting Department	November 1, 2023
4. Deadline to submit Written Questions	Potential Offerors	November 3, 2023
5. Response to Written Questions	Procurement Manager	November 10, 2023
6. Submission of Proposal	Potential Offerors	November 28, 2023
7.* Proposal Evaluation	Evaluation Committee	November 29, 2023
8.* Selection of Finalists	Evaluation Committee	December 12, 2023
10.* Oral Presentation(s)	Finalist Offerors	January 8, 2024
11.* Finalize Contractual Agreements	Requesting Department/Finalist Offerors	January 16, 2024
12.* Contract Awards	Requesting Department/ Finalist Offerors	February 29, 2024
13.* Protest Deadline	Central Purchasing Office	+15 days

*Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City Planning and Land Use Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may email the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing_RFP@santafenm.gov, to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by 3:00 pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 1:30 P.M. MST/MDT via Microsoft Teams.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 241 333 958 126

Passcode: coJLAE

[Download Teams](#) | [Join on the web](#)

[Learn More](#) | [Meeting options](#)

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until 3:00 pm MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D.

Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via email, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only electronic proposal submission is allowed. Do not submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE

<https://cityofsantafenm.sharefile.com/r-r6a199d2a98094545a0fc75efdb971f9b>

NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS**

DEADLINE WILL NOT BE ACCEPTED. The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through the link in Section III.B.1. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time.

Finalists will be comprised of the three (3) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.2 Mandatory Specifications and Section IV.B.3.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.9 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If oral presentations are held, Finalist Offerors may make their presentations through electronic means (GoToMeeting, Zoom, etc.) or in person. The Department will provide Finalist Offerors with applicable details. Whether or not Oral Presentations will be held is at the discretion of the Evaluation Committee and Central Purchasing Office.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposals' number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
tkduttonleyda@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX D.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. *Proprietary and Confidential information is restricted to:*
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered, or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether

sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by the City and contain the terms and conditions set forth in the Draft Contract Appendix G. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX G) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process

prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in NMSA 1978, §§ 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.26. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The City reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the City, adequately meeting the needs of the City.

21. Notice of Penalties

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

22. Department Rights

The Department, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP 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.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (email). Offeror must have a valid email address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX D), which should be **completed** and **signed** by the individual authorized to

contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and Email address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only required if the responses differs from the individual identified in A*);
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of all amendments to the RFP.

30. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the Chief Procurement Officer or other party to this Agreement. If it is later determined that the

Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally, when possible, pursuant to Ordinance and the City of Santa Fe Procurement Manual, except for purchases using City, state, and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state, or federal funds.

A. Local Preference Qualification

To qualify for a local preference, an Offeror must attach a State of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978, § 13-1-22.

- a. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award an additional 6% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- b. When the City makes a purchase using a formal request for proposals' process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

B. Solicitations above One Million Dollars (\$1,000,000)

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only if at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

32. Living Wage

Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances). The vendor must comply with the current living wage rate and requirements posted on this page <https://santafenm.gov/economic-development/business-resources/living-wage-information>

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing submission link ONLY. The Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload.

- a) **Technical Proposals** – One (1) ELECTRONIC upload must be organized in accordance with Section III.C.1. **Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. The Technical Proposals **SHALL NOT** contain any cost information. **Name the file as such, RFP Number – Company Name – Technical (e.g., 24/20/P - Acme Corp – Technical)**
 - i. **Confidential Information:** If Offeror's proposal contains confidential information, as defined in Section I.F.6 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files. Name the files accordingly:**
 - One (1) ELECTRONIC version of the requisite proposals identified above as **unredacted** (def. Section I.F.39) versions for evaluation purposes (example file name, 24/20/P - Acme Corp – Unredacted Technical); and
 - One (1) **redacted** (def. Section I.F.30) ELECTRONIC. for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file. (Example file name, 24/20/P - Acme Corp – Redacted Technical)

- b) **Cost Proposals** – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. Name the file as such, RFP Number – Company Name – Cost (e.g., 24/20/P - Acme Corp – Cost)

The ELECTRONIC proposal submission must be fully submitted to:

<https://cityofsantafenm.sharefile.com/r-r6a199d2a98094545a0fc75efdb971f9b> by the submission deadline in Section II.B.6. Submissions cannot be password protected and **must be a PDF format**. *The Offeror must ensure to allow adequate time for large PDF files (uploads/attachments) in order to fully complete the proposal response by the deadline, date and time. An electronic submission that is not both: (1) fully complete; and (2) received, via the submission link by the deadline, will be deemed late. Further, a submission that is not fully received by the deadline because the response was captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.*

LATE PROPOSALS WILL NOT BE ACCEPTED

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

- A. Signed Letter of Transmittal
- B. Signed Campaign Contribution Form
- C. Table of Contents
- D. Proposal Summary (Optional)
- E. Response to Contract Terms and Conditions (from Section II.C.15)
- F. Offeror's Additional Terms and Conditions (from Section II.C.16)
- G. Response to Specifications (**except Cost information which shall be included ONLY in Cost Proposal/Binder 2**)
 1. Organizational Experience
 2. Oral Presentation (if applicable)
 3. Mandatory Specification
 4. Desirable Specification

5. Local Preferences (if applicable)
- H. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX C)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **All discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. GOALS

The revised General Plan is intended to capture the desired vision and choices related to Santa Fe's future with a 20-year plan that will identify opportunities for beneficial use of the community's resources and guide the advancement of the community. This vision will be accomplished through the implementation of dynamic growth guidance strategies and actionable implementation steps in the interest of ensuring a vibrant sense of place and belonging. These strategies and implementation steps will reflect and promote overarching community values, trends and themes, and correlate concepts such as sustainability, preservation of and access to resources, community and cultural engagement, connectivity, affordability, economic opportunity and prosperity, equity, inclusion, and regional partnerships.

The General Plan will identify desired and attainable goals, each with a set of quantifiable objectives which are correlated with the implementation plan.

To achieve this vision, the City aspires to the following goals:

- 1) Enhance the City's quality of life by ensuring that development is sustainable, and that social equity, physical growth, redevelopment, and natural resource conservation and protection are balanced, guided and dynamic.
- 2) Foster the Santa Fe tradition which enriches everyday life by designing urban spaces conducive to exceptional community character, public safety, and establishing an ecological conservation basis for urban design, while continuing to honor beneficial existing growth patterns.
- 3) Promote a compact urban form that enables the development of affordable housing, provides a mix of housing types and land uses in all areas of the city.
- 4) Promotes the stabilization of neighborhoods by implementing policies and programs that prevent residential and small business displacement.
- 5) Develop a sector planning process that promotes community cohesion, shared ownership and sense of place.
- 6) Reduce automobile dependence by becoming a city where essential goods, services, employment and amenities are available to residents within their neighborhood. Improve transportation network connectivity and provide equitable access to affordable and multimodal transportation that connects underserved communities to services and employment.
- 7) Diversify the economy while enhancing the city's unique character and sense of place.
- 8) Develop a regional growth management policy framework in collaboration with regional partners.
- 9) Promote engagement with regional partners to ensure coordinated growth and development, and annexation and expansion at the City's periphery.
- 10) Develop a comprehensive and enforceable review process that balances the goals of the General Plan when determining planning and development decisions.
- 11) Develop an implementation plan that creates a consistency of purpose across City departments.
- 12) Promote reconciliation of detrimental inconsistencies, disparities and inequities within the city and among its residents.

B. OBJECTIVES

In order to accomplish these goals, the City intends to engage in the General Plan Update, including an extensive community outreach program, that will identify quantifiable and achievable objectives that help answer the following questions:

- 1) “What’s missing and where?” - Identify perceived challenges and shared objectives.
- 2) “Who is it for and how will it help them?” – Identify connections and sources of mutual benefit to the community that promote cohesion and take advantage of opportunities to enhance shared sense of place.
- 3) “What are we trying to deliver and how will it be provided?” - Identify the balance of measures for implementation that best promote, benefit and incentivize livability, equity, health and wellness across the spectrum of the demographic and economic landscape.

C. ASSUMPTIONS

City Staff and Consultant Support:

City staff from the Land Use and Planning Department will actively manage and participate in the revision. The staff will provide all existing data, plans and reports, Geographic Information System (GIS) mapping, and will assist in the reproduction and distribution of materials including mailings, meeting set-up, and other logistical and administrative functions.

City staff will coordinate meeting logistics with any working group, stakeholder group, or committee that may be agreed upon during Task 1. Consultant and City staff will conduct bi-weekly (or as needed) project management meetings (via video conference call) to address project management issues. During especially intense periods, these meetings may take place weekly. Consultant will produce monthly written (PDF format) status reports including a summary of all project activity and correlated invoicing prior to monthly meetings that will be attached to meeting agendas and monthly invoices.

Statutory Requirements:

The General Plan Update will exceed the minimum State of New Mexico Statute requirements outlined in Chapter 3 – Municipalities, Article 19- Planning and Platting and Section 3-19-11 – Legal status of master plan and 3-19-1 – Creation of a Planning Commission and all related “Annotations.”

Scope of Service Tasks:

It is the intent of the Scope of Service Tasks (as described in Section D, “Detailed Scope of Work”) to provide an essential framework of desired deliverables from the project. The General Plan Update consultant is expected to collaborate with the Land Development Code update project team across all three phases, but particularly in Phase 3, where the code will be amended to reflect the goals and policies identified in the General Plan update project. The full Land Development Code project scope is listed in Section I. G. Procurement Library.

D. DETAILED SCOPE OF WORK

PHASE 1

Approximately 12 months

Task 1. Administrative Coordination:

The City is seeking the best approach, process and best practices to develop the update, communication protocol, and an internal meeting schedule in coordination with City staff as outlined below.

- 1) **Project Team Kick-Off and Pre-planning Coordination, including:**
 - a) Define and come to agreement on the General Plan Update development approach, process outline and best practices.
 - b) Establish methods of communication and content sharing.
 - c) Develop agreed upon plan development groups, engagement partners and strategies, committees, stakeholders that will be part of the development of the plan.
 - d) Conduct in-person introductions and tours as needed. Work with City staff and leadership to evaluate current long-range planning practices and develop strategies to optimize internal workflows and planning activity outcomes.

Task 2. Existing Conditions and Trends

The City is looking for a baseline of information on existing conditions, including identification of key issues, problems and long-range goals. The City staff will provide all necessary existing materials, data and documentation. The consultant's responsibility will be to analyze this data and document the findings, and to conduct research, outreach, etc. and production of deliverables listed below. All maps will be done within the ArcGIS Software family and will be made compatible with existing City mapping systems.

The analysis should include but is not limited to mapping, surveys, studies, assessments and analysis of the following:

- 1) **Base Mapping**
- 2) **Regional Trends**
 - a) Population and Growth Trends
 - b) Demographic trends
- 3) **Land Capability Analysis**
- 4) **Existing Land Use and Development:**
 - a) Identify developable land, including infill and redevelopment
- 5) **Neighborhoods:** Develop an official "Neighborhood and Districts" map for the City.
 - a) **Downtown:** Conduct a more granular survey and analysis of downtown Santa Fe.
- 6) **Fiscal Sustainability:**
 - a) Include a "value per acre" analysis or similar analysis.
- 7) **Urban Design**
- 8) **Transportation**
- 9) **Public and Private Utilities**
- 10) **Historical and Cultural Facilities**

- 11) **Public Safety**
- 12) **Schools**
- 13) **Parks and Recreation**
- 14) **Housing**
- 15) **Economic Development Assessment**
- 16) **Environmental Stewardship\Natural Resources**
- 17) **Institutional Structures:**
 - a) Ongoing planning efforts and their sponsor departments/jurisdictions.

Assessment Report: The findings resulting from analysis of the above items will be summarized in a written (PDF format) Assessment Report. The findings will identify relevant planning issues, a summary of the findings, and policy implications for the General Plan. The report will be reviewed by the appropriate groups/committees as well as the public. It will be published on the project website where the public will be able to make comments and recommendations based on the report's findings.

Task 3. Digital User Platform (development and refinement to continue through all phases)

The City seeks a web-based dynamic interface tool that will enable staff, elected officials, the public, developers and stakeholders to access a user-friendly on-line version of the General Plan. The platform will become the Planning and Development Hub for the City after the General Plan is adopted, and therefore must be accessible and updatable by City staff.

- 1) The platform must include all maps, data and studies. The maps, data and studies should take advantage of ESRI Storymaps or similar technology to be interactive and easily understood.
- 2) The platform will integrate other adopted City plans, including the plan texts and map components such as the Residential Pipeline Map, Bicycle Master Plan, the Pedestrian Master Plan, the Water Plan, etc. The General Plan components should be included as map layers so they can be overlaid with components from other plans.
- 3) The platform will include an engagement section that becomes the main hub for digital engagement for the Planning and Land Use Department.
- 4) The platform will be built in such a way that other planning projects such as the Land Development Code website and permit searches can easily be integrated.
- 5) The platform will include a backend, dashboard-style user interface that enables City staff to run reports and manage the General Plan project.
- 6) The platform will be built with translation and accessibility options that meet City engagement standards.

PHASE 2

Approximately 6 months (in tandem with LDC update Phase 2)

Task 4. Public Engagement Plan

The coordination and execution of community outreach and engagement cannot be understated as a crucial component to the success of this project. Based on Public Engagement Plans submitted by the Consultant, a special coordination meeting shall occur to be determined in Task 1 for the purpose of refining the General Plan so that each stakeholder consents to it and has a role in its success.

- 1) The Public Engagement Plan should include the following elements:

- a) Inclusive meeting provisions, such as
 - i) Food and refreshments
 - ii) Childcare
 - iii) Interpretation services
 - iv) Youth-oriented activities and meetings
 - v) Larger events may have live entertainment to attract a wider audience
 - vi) Collaboration with community partners such as churches, schools and organizations
 - b) Plan to coordinate with City staff, leadership, local organizations, and project Consultants to recruit equity representatives to drive engagement in their community, attend public meetings, and participate in working groups/committees.
 - i) Representatives should be from an underrepresented community, such as Spanish speaking, indigenous, youth, low-income, etc.
 - ii) The plan should recommend payment structure for equity representatives.
 - c) Review and consider Culture, History, Art, Reconciliation and Truth (CHART) outcomes
 - d) Review and consider Midtown outreach outcomes.
- 2) The consultant should provide local engagement and Public Relations (PR) support. subcontracted by the offerors.
- a) The PR team will work directly with City of Santa Fe Communications and Public Engagement teams to develop outreach materials that meet City standards.
 - b) The Public Engagement Plan will be developed using the forthcoming City of Santa Fe Community Engagement Guide to craft all engagement materials. The City Clerk's office is expected to adopt the Engagement Guide in the coming months and will be shared with the project team at that time.
 - c) The PR team will provide all project engagement materials in both English and Spanish and meet City accessibility standards for online and in-person engagement.
 - d) The PR team will partner with local community-based organizations to conduct targeted engagement activities.

Task 5. Assessment Report

- Create a report on the engagement findings and identify the City's short-term and long-term needs and desires.
- The report should include a summary of findings from Task 2, Existing Conditions and Trends, a summary of findings from Task 4, Public Engagement, and a narrative description of the steps that should be taken to address those findings.

PHASE 3

Approximately 24 months (in tandem with LDC update phase 3)

Task 6. Growth Scenario Planning

Utilizing previous tasks' analysis and engagement, the Consultant will develop several future growth scenarios for future land use and development patterns. The Consultant will use dynamic visualization and analysis techniques to communicate the outcomes of each scenario to the City and the public. These scenarios will be used throughout the planning draft process to demonstrate the outcomes of proposed planning policies.

Task 7. General Plan Draft

The consultant will prepare the first draft of the General Plan. The draft shall include analysis and recommendations for each of the topics listed below. Other than certain required sections, the General Plan may be organized in a manner that best suites the project's overall goals, the vision of the project team and the consultant's workflow as approved by City Staff.

- 1) Executive Summary (required)
- 2) Introduction, Vision & Themes
- 3) Existing Conditions and Trends
 - a) See "Task 2" above.
- 4) Assessment Report (required)
 - a) Report engagement findings and identify of the City's short-term and long-term needs and desires.
- 5) Land Use and Growth Scenarios (see "Task 6" above)
 - a) Develop the Future Land Use Map based on collaboration with Land Development Code Rewrite team and goals and objectives determined in this General Plan. Integrate Future Land Use Map into Digital User Platform to demonstrate the connection to other elements of the General Plan.
- 6) Regional Planning
 - a) Priorities, major projects and organizational structures.
- 7) City Character
 - a) Provide updated analysis of existing City Character, emphasizing areas of the City outside of historic overlays (Historic-area character is already well established and documented, only needs to be updated with current conditions.)
 - b) Identify desired urban form for all areas of the City, coinciding with existing neighborhood boundaries, opportunity zones, redevelopment areas, master planned areas, and other contextual information.
- 8) Sector and Special Area Planning
 - a) Identify areas for future Sector and Special Area scale planning.
 - b) Develop strategies for Special Areas places for locals in addition to tourists.
 - c) Assess Special Areas at granular level including economic activity, mobility, urban design and housing.
 - d) Propose "catalyzing" City-led redevelopment projects of city owned property and Right of Way (R.O.W.) to be incorporated into sector plans.
- 9) Mobility and Accessibility
 - a) Integrate goals existing plans including Multimodal Transition Plan, Bicycle/Ped/Transit Plans, Sustainability Plan
 - b) Using recommendations from existing plans, identify quantifiable targets for transportation mode-shift.
 - i) Identify quantifiable targets for infrastructure improvements to achieve mode-shift.
 - c) Develop a "Connectivity and Street Network" map that requires future development to adhere to a street network that creates permeable, publicly accessible new development and improves connectivity in existing neighborhoods.
- 10) Infrastructure and Facilities

- a) Integrate various infrastructure and facility plans to ensure various Capital projects are optimized and not redundant.
 - b) Identify infrastructure needs and desires such as improved internet, areas to extend utilities, etc.
 - c) Using ongoing facilities evaluation, identify top priorities for new facilities and facility improvements.
 - d) Evaluate Green Infrastructure and recommend improvements.
- 11) Climate and Natural Resources
- a) Integrate relevant plans (such as water and sustainability plans) and correlate with goals and objectives of the General Plan.
- 12) Affordability and Human Services
- a) Integrate various Human Service plans such as Senior Services, Youth and Family Services, Recreation Plans
 - b) Make recommendations for additional affordable housing tools
 - c) Make “Affordable Living” recommendations that address other aspects of affordability beyond housing.
- 13) Development Review Guidelines
- a) Develop review processes to assess private and public development for compliance with the General Plan.
- 14) Glossary
- 15) Appendices

Task 8. Implementation and Administration Plan

Develop an Implementation Plan with the following components:

- a) Provide detailed Implementation Plan that ties each recommendation to achievable goals and objectives.
 - i) Each goal/objective should include proposed cost, departmental responsibility, and timeline.

Administration Plan should include procedures for the following:

- i) Annual progress and action reports
- ii) C.I.P. Plan update process
- iii) 5-year reviews
- iv) 20-year update timeline from planned adoption year
- v) Identify 40-80+ year elements

Task 9. Plan Adoption and Publication

The consultants will work in tandem with City staff and City leadership throughout the duration of the General Plan adoption process. The General Plan adoption related responsibilities include but are not limited to:

- i) Attend and present to commissions, board and the governing body.
- ii) Respond to questions from the public, City staff and leadership regarding all aspects of the General Plan
- iii) Make any amendments necessary that are identified during the adoption process.
- iv) Assist with the transition to the new General Plan as necessary.

After adoption, the consultants will be responsible for the publication of General Plan, including:

- i) Providing hard copies to the City and stakeholders if desired
- ii) Publishing the final adopted General Plan to the project website.
- iii) Finalizing any other aspects of the project.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a) provide a detailed description of at least three (3) relevant projects with city, county or state governments or the private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of comprehensive and community planning consultation. All comprehensive, land use and community planning consultation provided to private sector will also be considered.
- b) provide a brief resume for all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the Project Principal (or equivalent), project planners, graphic, technology and administrative support staff. Offeror must include key personnel education, work experience and relevant certifications/licenses.

2. Mandatory Specification

The Offeror's proposal must:

- a. Demonstrate a proven track record of General Plan rewrites (or Comprehensive Plan, Master Plan, etc. of a similar scope to this project) for municipalities of comparable size to Santa Fe. Offeror should give a detailed explanation of the municipalities they have provided service for and the size of the municipality.
- b. Describe their knowledge and philosophies related to comprehensive planning in a contemporary municipal setting and how that knowledge and philosophy is aligned with City of Santa Fe goals, objectives, assumptions and scope of work as stated in this RFP.
- c. Explain how they have demonstrated the ability to successfully collaborate with City staff, leadership, the public and other consulting firms working on concurrent projects relevant to a General Plan Rewrite Project.
- d. Provide a detailed description of how the offeror will complete the phases and tasks listed in Section IV.D. taking into account the City's Goals, Objectives and Assumptions. In particular, the description must include:
 - i. Detailed description of Digital User Platform including platform, integration with City ITT, and scope.

- ii. Detailed description of scenario planning tools including platform, methods, integration in the Digital User Platform, and relation to the General Plan Draft as identified in Task 7.
 - iii. Proposed outline of the General Plan Draft demonstrating inclusion of all topics identified in Task 7.
- e. The description for Phase 3 must detail how the Offeror will be integrating the concurrent Land Development Code Rewrite project.

3. Desirable Specification

- a. Offeror should demonstrate a proven track record of General Plan rewrites (or Comprehensive Plan, Master Plan, etc. of a similar scope to this project) for municipalities of comparable size to Santa Fe. Offeror should give a detailed explanation of the municipalities they have provided service for and the size of the municipality.
- b. Offeror should describe their knowledge and philosophies related to comprehensive planning in a contemporary municipal setting and how that knowledge and philosophy is aligned with City of Santa Fe goals and the General Plan as stated in this RFP.
- c. Offeror should explain how they have demonstrated the ability to successfully collaborate with City staff, leadership, the public and other consulting firms working on concurrent projects relevant to the General Plan Rewrite Project.
- d. Offeror should explain their specific understanding of the City of Santa Fe's unique history, geographic context and social climate. The offeror should include any experience working with Spanish speaking and minority communities.
- e. Offeror is encouraged to include alternatives based on the Offeror's expertise, past successes and proven outcomes that support the City's vision, goals and objectives.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be signed by the person authorized to obligate the company.

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or

not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the Department. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

4. Cost

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by the total cost of all three phases as shown on the Cost Response Form.

5. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21, Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors <i>(Correspond to section IV.B and IV C)</i>	Points Available
B. Technical Specifications	
B. 1. Organizational Experience	200
B. 2. Mandatory Specification	250
B. 3. Desirable Specification	200
C. Business Specifications	
C.1. Letter Of Transmittal	Pass/Fail
C.2. Campaign Contribution Disclosure Form	Pass/Fail
C.3. Oral Presentations	200
C.4. Cost	150
TOTAL POINTS AVAILABLE	1000
C.5. City of Santa Fe Local Preference per Section IV C. 2	60
C.5. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	30

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (See Table 1)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses.

2. B.2 Mandatory Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's response to each mandatory specification and how well it was explained.

3. B.3 Desirable Specifications

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the extent of Offeror's knowledge of Santa Fe and working with spanish speaking and minority communities.

4. C.1 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

5. C.2 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

6. C.3 Oral Presentation (See Table 1)

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, the Department will provide the Offeror a presentation agenda. (If no Oral Presentations are held, all Offerors will receive the maximum total points available for this Evaluation Factor).

7. C.4 Cost (See Table 1)

The evaluation of each Offeror’s cost proposal will be conducted using the following formula: The formula below will use the total cost of all three phases as shown in the Cost Response Form in this RFP.

Lowest Responsive Offeror’s Cost	X	Available Award Points
Each Offeror’s Cost		

8. C.5. Local Preferences

Percentages will be determined based upon the point-based system outlined below.

To qualify for a local preference, an offeror must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978, § 13-1-22.

- A. When the City makes a purchase using a formal request for proposals process, not including contracts awarded on a point-based system, the City shall award additional 6% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.
- B. When the City makes a purchase using a formal request for proposals’ process and

the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 6% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

A. Solicitations above One Million Dollars (\$1,000,000)

1. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.
2. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with NMSA 1978, 13-1-117, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.11). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A
ACKNOWLEDGEMENT OF RECEIPT FORM

REQUEST FOR PROPOSALS
General Plan Update
24/20/P
ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than 3.00pm MDT on November 1, 2023. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposals, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with APPENDIX G.

The name and address below will be used for all correspondence related to the Request for Proposals.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

EMAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Central Purchasing

Email: Purchasing_RFP@santafenm.gov

Subject Line: General Plan (Comprehensive/Master plan) Update RFP # **24/20/P**

APPENDIX B
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, §§ 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, § [13-1-181](#) or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, § [13-1-182](#) if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money.

or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, §§ [13-1-28](#) through [13-1-199](#)] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Lee Garcia
Councilor Christopher Rivera
Councilor Amanda Chavez
Councilor Jaime Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

APPENDIX C
COST RESPONSE FORM

APPENDIX C COST RESPONSE FORM

Description	Estimated Hours	Cost
Task 1: Administrative Coordination		
Task 2: Existing Conditions and Trends		
Task 3: Digital User Platform		
Phase 1: Total Cost		
Task 4: Public Engagement		
Task 5: Assessment Report:		
Phase 2: Total Cost		
Task 6: Scenario Planning		
Task 7: General Plan Draft		
Task 8: Implementation Plan		
Task 9: General Plan Adoption		
Phase 3: Total Cost		
ALL PHASES TOTAL COST		
Additional Tasks (list any additional tasks)		

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

APPENDIX D
LETTER OF TRANSMITTAL FORM

APPENDIX D Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29). DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 24/20/P

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
Email			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

- No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____, 20____
 Authorized Signature and Date (Must be signed by the individual identified in item #2.A, above.)

APPENDIX E
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX F
CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Principal Planning Consultant each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Planning Consultant and known key personnel needs to describe the conflict.

The Planning Consultant agrees that, if after award, an organizational conflict of interest is discovered, the Planning Consultant makes an immediate and full written disclosure to the City that includes a description of the action that the Planning Consultant has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Planning Consultant was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded General Plan Update. For the duration of this firm's involvement in the General Plan Update contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing or associated with a bidder and/or Offeror on the General Plan Update contract.

I certify that this firm will keep all General Plan Update contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed

by the other person, and the disclosure is authorized and necessary to the General Plan Update contract. I understand that if this firm leaves this General Plan Update contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the General Plan Update contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the General Plan Update contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

Authorized Representative/Title:

Phone Number:

Fax Number:

Email Address:

Signature:

Date:

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX G

DRAFT CONTRACT

The Agreement included in this Appendix G represents the contract the City intends to use to make an award. The City of Santa Fe reserves the right to modify the Agreement prior to, or during, the award process, as necessary.

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT General Plan Update

THIS Contract is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **NAME OF CONTRACTOR**, 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 Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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 Contract; and

WHEREAS, the Contractor does hereby accept its designation as [professional service], rendering services related to [insert services] for the City, as set forth in this Contract; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [insert term], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services-for the City:

The General Plan Update is intended to capture the desired vision and choices related to Santa Fe's future that will identify opportunities for beneficial use of the community's resources and guide the advancement of the community. This will be accomplished through the implementation of dynamic growth guidance strategies and actionable implementation steps in the interest of ensuring a vibrant sense of place and belonging. These will reflect and promote overarching community values, trends and themes, and correlate concepts such as sustainability, preservation of and access to resources, community and cultural engagement, connectivity, affordability, economic opportunity and prosperity, equity, inclusion, and regional partnerships.

See Exhibit A for the full Scope of Work.

2. **Standard of Performance; Licenses.**

A. 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.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of _____ dollars (\$ _____) per hour (OR BASED UPON DELIVERABLES, MILESTONES, BUDGET, ETC.), such compensation not to exceed (AMOUNT), excluding/including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling (AMOUNT) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed (AMOUNT). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment 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 thirty (30) 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 CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate on **DATE** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). This Contract will not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. **Termination.**

A. **Termination.** This Contract 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 Contract, 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 Contract. 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 Contract 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 Contract, 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 CONTRACT.**

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Contract the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Contract 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 Contract; 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 Contract. 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 Contract are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Contract. If sufficient appropriations and authorization are not made by the City Council, 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.

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 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. 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.

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 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 12 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 12 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 12 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.

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. Entire Contract.

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire Contract of the Parties with respect to the subject matter of this Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

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 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.

17. 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, sec. 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.

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 Contract may be terminated by the City.

19. 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.

20. 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 Agreement, 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.

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 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

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 Contract, 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 Contract. 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 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.

23. 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.

24. 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.

25. 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.

26. 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: [insert name, address and email].

To the Contractor: [insert name, address and email].

27. 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 into a binding contract.

28. Merger.

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

29. Non-Collusion.

In signing this Contract, 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.

30. 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 Contract and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Contract 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 Contract 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.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract 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 Contract.

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:

ALAN WEBBER, MAYOR

NAME

DATE: _____

TITLE

DATE: _____

CRS# _____

Registration # _____

ATTEST:

KRISTINE BUSTOS MIHELIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org#.

Exhibit A

Scope of Work

The Consultant Services may include, but are not limited to, administrative coordination and support, public engagement, land use planning analysis and recommendations delivered in a variety of formats including reports, maps, digital and paper publications. The Consultant Team may include subcontractors, community organizations and other relevant members needed to perform the required tasks.

Tasks and Phases are meant to provide guidance on structure and schedule of deliverables but may change due to circumstances including but not limited to Land Development Code Rewrite progression, Consultant recommendations or other circumstances.

The Tasks and Phases listed below are intended to include the entire General Plan Update project, however only Phase 1 is currently funded. The subsequent Phases 2 and 3 will be undertaken as funding becomes available in subsequent fiscal years.

A. GOALS

The revised General Plan is intended to capture the desired vision and choices related to Santa Fe's future with a 20-year plan that will identify opportunities for beneficial use of the community's resources and guide the advancement of the community. This will be accomplished through the implementation of dynamic growth guidance strategies and actionable implementation steps in the interest of ensuring a vibrant sense of place and belonging. These will reflect and promote overarching community values, trends and themes, and correlate concepts such as sustainability, preservation of and access to resources, community and cultural engagement, connectivity, affordability, economic opportunity and prosperity, equity, inclusion, and regional partnerships.

The General Plan Update will identify desired and attainable goals, each with a set of quantifiable objectives which are correlated with the implementation plan.

To achieve this vision, the City aspires to the following goals:

- 1) Enhance the City's quality of life by ensuring that development is sustainable, and that social equity, physical growth, redevelopment, and natural resource conservation and protection are balanced, guided and dynamic.
- 2) Foster the Santa Fe tradition which enriches everyday life by designing urban spaces conducive to exceptional community character, public safety, and establishing an ecological conservation basis for urban design, while continuing to honor beneficial existing growth patterns.
- 3) Promote a compact urban form that enables the development of affordable housing, provides a mix of housing types and land uses in all areas of the city.
- 4) Promotes the stabilization of neighborhoods by implementing policies and programs that prevent residential and small business displacement.
- 5) Develop a sector planning process that promotes community cohesion, shared ownership and sense of place.

- 6) Reduce automobile dependence by becoming a city where essential goods, services, employment and amenities are available to residents within their neighborhood. Improve transportation network connectivity and provide equitable access to affordable and multimodal transportation that connects underserved communities to services and employment.
- 7) Diversify the economy while enhancing the city's unique character and sense of place.
- 8) Develop a regional growth management policy framework in collaboration with regional partners.
- 9) Promote engagement with regional partners to ensure coordinated growth and development, and annexation and expansion at the City's periphery.
- 10) Develop a comprehensive and enforceable review process that balances the goals of the General Plan when determining planning and development decisions.
- 11) Develop an implementation plan that creates a consistency of purpose across City departments.
- 12) Promote reconciliation of detrimental inconsistencies, disparities and inequities within the city and among its residents.

B. OBJECTIVES

In order to accomplish these goals, the City intends to engage in the General Plan Update, including an extensive community outreach program, that will identify quantifiable and achievable objectives that help answer the following questions:

- 1) "What's missing and where?" - Identify perceived challenges and shared objectives.
- 2) "Who is it for and how will it help them?" – Identify connections and sources of mutual benefit to the community that promote cohesion and take advantage of opportunities to enhance shared sense of place.
- 3) "What are we trying to deliver and how will it be provided?" - Identify the balance of measures for implementation that best promote, benefit and incentivize livability, equity, health and wellness across the spectrum of the demographic and economic landscape.

C. ASSUMPTIONS

City Staff and Consultant Support:

City staff from the Planning and Land Use Department will actively manage and participate in the revision. The staff will provide all existing data, plans and reports, Geographic Information System (GIS) mapping, and will assist in the reproduction and distribution of materials including mailings, meeting set-up, and other logistical and administrative functions.

City staff will coordinate meeting logistics with any working group, stakeholder group, or committee that may be agreed upon during Task 1. Consultant and City staff will conduct bi-weekly (or as needed) project management meetings (via video conference call) to address project management issues. During especially intense periods, these meetings may take place weekly. Consultant will produce monthly written (PDF format) status reports including a summary of all project activity and correlated invoicing prior to monthly meetings that will be attached to meeting agendas and monthly invoices.

Statutory Requirements:

The General Plan Revision will exceed the minimum State of New Mexico Statute requirements outlined in Chapter 3 – Municipalities, Article 19- Planning and Platting and Section 3-19-11 – Legal status of master plan and 3-19-1 – Creation of a Planning Commission and all related “Annotations.”

Scope of Service Tasks:

It is the intent of the Scope of Service Tasks to provide an essential framework of desired deliverables from the project. The General Plan Update consultant is expected to collaborate with the Land Development Code update project team across all three phases, but particularly in Phase 3, where the code will be amended to reflect the goals and policies identified in the General Plan update project. The full Land Development Code project scope is listed in Section I. G. Procurement Library.

D. DETAILED SCOPE OF WORK

PHASE 1

Approximately 12 months

Task 1. Administrative Coordination:

The City is seeking the best approach, process and best practices to develop the update, communication protocol, and an internal meeting schedule in coordination with City staff as outlined below.

- 1) Project Team Kick-Off and Pre-planning Coordination, including:
 - a) Define and come to agreement on plan update development approach, process outline and best practices.
 - b) Establish methods of communication and content sharing.
 - c) Develop agreed upon plan development groups, engagement partners and strategies, committees, stakeholders that will be part of the development of the General Plan.
 - d) Conduct in-person introductions and tours as needed. Work with City staff and leadership to evaluate current long-range planning practices and develop strategies to optimize internal workflows and planning activity outcomes.

Task 2. Existing Conditions and Trends

The City is looking for a baseline of information on existing conditions, including identification of key issues, problems and long-range goals. The City staff will provide all necessary existing materials, data and documentation. The consultant’s responsibility will be to analyze this data and document the findings, and to conduct research, outreach, etc. and production of deliverables listed below. All maps will be done within the ArcGIS Software family and will be made compatible with existing City mapping systems.

The analysis should include but is not limited to mapping, surveys, studies, assessments and analysis of the following:

- 1) **Base Mapping**
- 2) **Regional Trends**
 - a) Population and Growth Trends.
 - b) Demographic trends.
- 3) **Land Capability Analysis**
- 4) **Existing Land Use and Development:**
 - a) Identify developable land, including infill and redevelopment.
- 5) **Neighborhoods:** Develop an official “Neighborhood and Districts” map for the City.
 - a) **Downtown:** Conduct a more granular survey and analysis of downtown Santa Fe.
- 6) **Fiscal Sustainability:**
 - a) Include a “value per acre” analysis or similar analysis.
- 7) **Urban Design**
- 8) **Transportation**
- 9) **Public and Private Utilities**
- 10) **Historical and Cultural Facilities**
- 11) **Public Safety**
- 12) **Schools**
- 13) **Parks and Recreation**
- 14) **Housing**
- 15) **Economic Development Assessment**
- 16) **Environmental Stewardship\Natural Resources**
- 17) **Institutional Structures:**
 - a) Ongoing planning efforts and their sponsor departments/jurisdictions.

Assessment Report: The findings of the above items will be summarized in a written (PDF format) Assessment Report. The findings will identify relevant planning issues, a summary of the findings, and policy implications for the General Plan. The report will be reviewed by the appropriate groups/committees as well as the public. It will be published on the project website where the public will be able to make comments and recommendations based on the report’s findings.

Task 3. Digital User Platform (development and refinement to continue through all phases)

The City seeks a web-based dynamic interface tool that will enable staff, elected officials, the public, developers and stakeholders to access a user-friendly on-line version of the General Plan. The platform will become the Planning and Development Hub for the City after the General Plan is adopted, and therefore must be accessible and updatable by City staff.

- 1) The platform must include all maps, data and studies. The maps, data and studies should take advantage of ESRI Storymaps or similar technology to be interactive and easily understood.
- 2) The platform will integrate other adopted City plans, including the plan texts and map components such as the Residential Pipeline Map, Bicycle Master Plan, the Pedestrian Master Plan, the Water Plan, etc. The General Plan components should be included as map layers so they can be overlaid with components from other plans.
- 3) The platform will include an engagement section that becomes the main hub for digital engagement for the Planning and Land Use Department.

- 4) The platform will be built in such a way that other planning projects such as the Land Development Code website and permit searches can easily be integrated.
- 5) The platform will include a backend, dashboard-style user interface that enables City staff to run reports and manage the General Plan project.
- 6) The platform will be built with translation and accessibility options that meet City engagement standards.

PHASE 2

Approximately 6 months (in tandem with LDC update Phase 2)

Task 4. Public Engagement Plan

The coordination and execution of community outreach and engagement cannot be understated as a crucial component to the success of this project. Based on Public Engagement Plans submitted by the Consultant, a special coordination meeting shall occur to be determined in Task 1 for the purpose of refining the General Plan so that each stakeholder consents to it and has a role in its success.

- 1) The Public Engagement Plan should include the following elements:
 - a) Inclusive meeting provisions, such as:
 - i) Food and refreshments.
 - ii) Childcare.
 - iii) Interpretation services.
 - iv) Youth-oriented activities and meetings.
 - v) Larger events may have live entertainment to attract a wider audience.
 - vi) Collaboration with community partners such as churches, schools and organizations.
 - b) Plan to recruit equity representatives to drive engagement in their community, attend public meetings, and participate in working groups/committees.
 - i) Representatives should be from an underrepresented community, such as Spanish speaking, indigenous, youth, low-income, etc.
 - ii) The Plan should recommend payment structure for equity representatives.
 - c) Review and consider Culture, History, Art, Reconciliation and Truth (CHART) outcomes.
 - d) Review and consider Midtown outreach outcomes.
- 2) The consultant should provide local engagement and Public Relations (PR) support subcontracted by the offerors.
 - a) The PR team will work directly with City of Santa Fe Communications and Public Engagement teams to develop outreach materials that meet City standards.
 - b) The Public Engagement Plan will be developed using the forthcoming City of Santa Fe Community Engagement Guide to craft all engagement materials. The City Clerk's office is expected to adopt the Engagement Guide in the coming months and will be shared with the project team at that time.
 - c) The PR team will provide all project engagement materials in both English and Spanish and meet City accessibility standards for online and in-person engagement.
 - d) The PR team will partner with local community-based organizations to conduct targeted engagement activities.

Task 5. Assessment Report

Create a report on the engagement findings and identify the City's short-term and long-term needs and desires. The report should include a summary of findings from Task 2, Existing Conditions and Trends, a summary of findings from Task 4, Public Engagement, and a narrative description of the steps that should be taken to address those findings.

PHASE 3

Approximately 24 months (in tandem with LDC update phase 3)

Task 6. Growth Scenario Planning

Utilizing previous tasks' analysis and engagement, the consultant will develop several future growth scenarios for future land use and development patterns. The consultant will use dynamic visualization and analysis techniques to communicate the outcomes of each scenario to the City and the public. These scenarios will be used throughout the planning draft process to demonstrate the outcomes of proposed planning policies.

Task 7. General Plan Draft

The consultant will prepare the first draft of the General Plan Update. The draft shall include analysis and recommendations for each of the topics listed below. Other than certain required sections, the General Plan may be organized in a manner that best suits the project's overall goals, the vision of the project team and the consultant's workflow as approved by City Staff.

- 1) Executive Summary (required)
- 2) Introduction, Vision & Themes
- 3) Existing Conditions and Trends
 - a) See "Task 2" above.
- 4) Assessment Report (required)
 - a) Report engagement findings and identify of the City's short-term and long-term needs and desires.
- 5) Land Use and Growth Scenarios (see "Task 6" above)
 - a) Develop the Future Land Use Map based on collaboration with Land Development Code Rewrite team and goals and objectives determined in this General Plan Update. Integrate Future Land Use Map into Digital User Platform to demonstrate the connection to other elements of the General Plan.
- 6) Regional Planning
 - a) Priorities, major projects and organizational structures.
- 7) City Character
 - a) Provide updated analysis of existing City Character, emphasizing areas of the City outside of historic overlays (Historic-area character is already well established and documented, only needs to be updated with current conditions.)
 - b) Identify desired urban form for all areas of the City, coinciding with existing neighborhood boundaries, opportunity zones, redevelopment areas, master planned areas, and other contextual information.
- 8) Sector and Special Area Planning
 - a) Identify areas for future Sector and Special Area scale planning.
 - b) Develop strategies for Special Areas places for locals in addition to tourists.

- c) Assess Special Areas at granular level including economic activity, mobility, urban design and housing.
 - d) Propose “catalyzing” City-led redevelopment projects of city owned property and Right of Way (R.O.W.) to be incorporated into sector plans.
- 9) Mobility and Accessibility
- a) Integrate goals existing plans including Multimodal Transition Plan, Bicycle/Ped/Transit Plans, Sustainability Plan.
 - b) Using recommendations from existing plans, identify quantifiable targets for transportation mode-shift.
 - i) Identify quantifiable targets for infrastructure improvements to achieve mode-shift.
 - c) Develop a “Connectivity and Street Network” map that requires future development to adhere to a street network that creates permeable, publicly accessible new development and improves connectivity in existing neighborhoods.
- 10) Infrastructure and Facilities
- a) Integrate various infrastructure and facility plans to ensure various Capital projects are optimized and not redundant.
 - b) Identify infrastructure needs and desires such as improved internet, areas to extend utilities, etc.
 - c) Using ongoing facilities evaluation, identify top priorities for new facilities and facility improvements.
 - d) Evaluate Green Infrastructure and recommend improvements.
- 11) Climate and Natural Resources
- a) Integrate relevant plans (such as water and sustainability plans) and correlate with goals and objectives of the General Plan.
- 12) Affordability and Human Services
- a) Integrate various Human Service plans such as Senior Services, Youth and Family Services, Recreation Plans.
 - b) Make recommendations for additional affordable housing tools.
 - c) Make “Affordable Living” recommendations that address other aspects of affordability beyond housing.
- 13) Development Review Guidelines
- a) Develop review processes to assess private and public development for compliance with the General Plan.
- 14) Glossary
- 15) Appendices

Task 8. Implementation and Administration Plan

Develop an Implementation Plan with the following components:

- a) Provide detailed Implementation Plan that ties each recommendation to achievable goals and objectives.
 - i) Each goal/objective should include proposed cost, departmental responsibility, and timeline.

Administration Plan should include procedures for the following:

- i) Annual progress and action reports.
- ii) C.I.P. Plan update process.
- iii) 5-year reviews.

- iv) 20-year update timeline from planned adoption year.
- v) Identify 40-80+ year elements.

Task 9. General Plan Adoption and Publication

The consultants will work in tandem with City staff and City leadership throughout the duration of the General Plan adoption process. General Plan adoption related responsibilities include but are not limited to:

- i) Attend and present to commissions, board and the governing body.
- ii) Respond to questions from the public, City staff and leadership regarding all aspects of the General Plan Update.
- iii) Make any amendments necessary that are identified during the adoption process.
- iv) Assist with the transition to the new General Plan as necessary.

After adoption, the consultants will be responsible for the publication of the General Plan, including:

- i) Providing hard copies to the City and stakeholders if desired.
- ii) Publishing the final adopted General Plan to the project website.
- iii) Finalizing any other aspects of the project.

CITY OF SANTA FE PLANNING & LAND USE DEPARTMENT GENERAL PLAN UPDATE

TECHNICAL PROPOSAL

RFP #24/20/P
Revised April 22, 2024



The City Different



Question today
Imagine tomorrow
Create for the future

Submitted by:



APPENDIX D Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.29). DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 24/20/P

1. Identify the following information for the submitting organization:

Offeror Name	WSP USA Inc.
Mailing Address	2440 Louisiana Blvd NE, Suite 400, Albuquerque, NM 87110
Telephone	505-881-5357
FED ID#	11-1531569
NM CRS#	01-195458-002

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name	Manjeet Ranu		
Title	Senior Vice President		
Email	Manjeet.Ranu@wsp.com		
Telephone	858-869-7190		

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. Use of subcontractors (Select one):

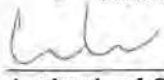
No subcontractors will be used in the performance of any resultant contract, OR
 The following subcontractors will be used in the performance of any resultant contract:
Leland Consulting Group; Design Workshop
 (Attach extra sheets, as needed)

4. Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract. (N/A, None, Does not apply, etc. are acceptable responses to this item.)

N/A
 (Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

 November 28, 2023
 Authorized Signature and Date (Must be signed by the individual identified in item #2.A, above.)



November 28, 2023

Ms. Heather L. Lamboy, AICP, Assistant Director of Planning and Land Use & Procurement Manager
c/o Central Purchasing Division
City of Santa Fe
PO Box 909
Santa Fe, New Mexico 87504-0909

Re: City of Santa Fe General Plan Update (RFP 24/20/P)

Dear Ms. Lamboy and Selection Committee:

WSP with our team members, Design Workshop and Leland Consulting Group, are very excited to submit this proposal to support the City's update of the 1999 General Plan. We have been eagerly awaiting this opportunity, as Santa Fe is special place, home to many cultures that have influenced what it is today.

Our approach to support updating the General Plan includes these five key themes:

- **Truly Comprehensive**
- **Inclusive Engagement**
- **Impactful Innovations**
- **Future Ready**
- **Immediately Implementable**

WSP is a multidisciplinary professional services firm that understands the full spectrum of moving from notional ideas about how to organize around and respond to opportunities and issues toward successful, tangible implementation. **WSP knows how to keep plans from sitting on a shelf because WSP delivers projects**—from rapidly replacing the West Alameda culvert in Santa Fe, advising on the Santa Fe Midtown plan to delivering multi-billion-dollar infrastructure projects across the globe—**our experience and approach ensures that this will be an actionable General Plan.**

Our team of local, regional, and national experts are pleased to have this opportunity to support the City's present, do right for its future, and both respect and atone for its history.

Sincerely,



Daniel (Dan) Baer, AICP
Principal-in-Charge (PIC)
National Planning Marketing Lead



Manjeet Ranu, AICP
Project Manager
National Planning Lead
Senior Vice President



CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, §§ 13-1-28, and 13-1-191.1, as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 1978, § 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 1978, § 13-1-182 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money.



or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official, or any person authorized to raise, collect, or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 1978, §§ 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

- Mayor Alan M Webber
- Councilor Signe Lindell, Pro-tem
- Councilor Renee Villarreal
- Councilor Michael Garcia
- Councilor Carol Romero-Wirth
- Councilor Lee Garcia
- Councilor Christopher Rivera
- Councilor Amanda Chavez
- Councilor Jaime Cassutt

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: N/A

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____



Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



 Signature

November 28, 2023

 Date

Principal-in-Charge

 Title (Position)



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* Our Non-Collusion Affidavit and Conflict of Interest forms can be found in the Other Supporting Material section

*Addressing Challenges with Innovative
Design & Delivery*



D. PROPOSAL SUMMARY

BE GUIDED

Our approach to updating the General Plan:

- **Truly comprehensive.** A living and relevant document that is calibrated periodically.
- **Inclusive engagement.** Broad and targeted, traditional and modern approaches.
- **Impactful innovations.** A culturally and technologically smart City.
- **Future ready.** Environmentally, economically, and socially resilient.
- **Immediately implementable.** Designed to be achievable and accountable.

BE FOCUSED

Keeping the General Plan Update on track.

- Process focused project management
- Identify key themes to develop an actionable plan
- Use milestones as stage gates to drive project progress

BE COORDINATED

Staying coordinated with current, major City initiatives, including:

- Land development code update
- Regional partner governance
- Midtown implementation

BE ENGAGED

Public, stakeholder, and partner engagement to add inclusive value and build consensus.

- Public engagement plan
- Online civic engagement tool
- Community partners

BE READY

Understanding the tools necessary to achieve successful implementation.

- Position for funding opportunities
- Understand trends
- Develop organizational capacity

We are local. Our Santa Fe office is located on 150 Washington Ave. Suite 201, Santa Fe, NM 87501 less than two blocks away from the Santa Fe Plaza.

We live here. Members of our WSP team live and work in Santa Fe and we take pride in our community.

We work here. We have completed numerous projects in and around Santa Fe including Acequia Trail Pedestrian and Bicycle Underpass for City of Santa Fe and the NM 14 Cerrillos Road Study for the NMDOT.

Our Experienced Team

Our proposed team, led by project manager, Manjeet Ranu, has experience and expertise in the General Plan tasks outlined in the RFP including, but not limited to:

- ✓ Administrative Coordination
- ✓ Existing Conditions
- ✓ Base Mapping
- ✓ Regional Trends
- ✓ Land Capability Analysis
- ✓ Existing Land Use and Development
- ✓ Neighborhoods
- ✓ Fiscal Sustainability
- ✓ Urban Design
- ✓ Transportation
- ✓ Public & Private Utilities
- ✓ Historical & Cultural Facilities
- ✓ Public Safety
- ✓ Schools
- ✓ Parks & Recreation
- ✓ Housing Economic Development Assessment
- ✓ Environmental Stewardship/ Natural Resources
- ✓ Institutional Structures
- ✓ Digital User Platform
- ✓ Public Engagement Plan
- ✓ Assessment Reports
- ✓ Growth Scenario Planning
- ✓ General Plan Drafting
- ✓ Implementation & Administration Plan
- ✓ Plan Adoption & Publication
- ✓ Equity & Inclusion
- ✓ Smart Cities
- ✓ Municipal Infrastructure
- ✓ Water



E. RESPONSE TO CONTRACT TERMS & CONDITIONS

WSP USA Inc. has reviewed the sample contract provided with the RFQ and would like to submit the following changes for consideration set forth in Section II.C.15.

WSP LEGAL EXCEPTIONS

**ARTICLE/ PARAGRAPH
OR EXHIBIT
REFERENCE**

PROPOSED CHANGES/ALTERNATE LANGUAGE FOR CONSIDERATION

9. Release

Page 60

Proposed Change: Add, "payment" to this Article as shown for clarification.

9. Release

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

22. Indemnification

Page 63

Proposed Change: Delete, "defend" in this Article as shown for clarification.

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 Contract, 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 Contract. 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 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.



F. OFFEROR'S ADDITIONAL TERMS & CONDITIONS

WSP USA Inc. requests no additional contract terms and conditions.



G. RESPONSE TO SPECIFICATIONS

1. ORGANIZATIONAL EXPERIENCE

Our team has the combined General Plan project experience and qualifications to deliver the desired vision and choices for Santa Fe's future.

We have provided some relevant projects and showcased our qualified team on the following pages.

WSP AT A GLANCE

 135+ Years in U.S.	 Team with the Expertise to Deliver
 15,500+ Employees	 Collaborative & Experienced Team
 300+ Offices	 Local Santa Fe Presence



WSP is a multidisciplinary strategy, planning, design, delivery and management consultancy that develops creative, comprehensive and sustainable solutions for a future in which society and our planet can thrive. Equipped with an intimate understanding of local intricacies, world-class talent and proactive leadership, we enable long-lasting and impactful solutions to uniquely complex opportunities and problems. WSP has offices throughout the United States and globally, including major collaborations throughout the southwest. Lead WSP staff serving Santa Fe all have substantial experience practicing in the southwest undertaking similar multidimensional work. WSP regularly undertakes similarly complex efforts with outstanding, unifying outcomes.

WSP understands the importance of the planning process, which supports navigating toward successful outcomes, with the technical and engagement work embedded in the process to inform decision-making. Investing in these processes properly and being willing to re-evaluate initial assumptions provides much better predictability for projects, stabilizing the subsequent design and delivery phases. With WSP, we bring the deep local knowledge closest to the client backed by expertise from across the company to identify potential risks early and creative solutions that allow the planning process to culminate in a decision of what should be delivered and how.



KEY TEAMING PARTNERS

LELAND CONSULTING GROUP

In more than 250 communities across the country, Leland Consulting Group's (LCG) strategies have resulted in built projects that immediately improve residents' quality of life: thriving downtowns, bustling shopping districts, inviting neighborhoods, and productive employment centers. **As urban strategists, LCG's role is to keep the big picture in sight, while simultaneously providing deep expertise in the strategic, market, financial, and economic elements that make projects possible and successful.** LCG recognizes that special and economically viable places result not just from one factor, but from the combination of quality design, supportive markets, developer capacity, and financial strength. During every assignment, LCG engages the public and private champions essential to rallying support and overcoming obstacles. LCG was established in 1989 and has over 34 years of experience providing real estate and urban planning services to public and private sector clients across the United States.

DESIGNWORKSHOP

As an international design studio, Design Workshop learned the value of building community across cultures, geographies, and economies. Whether designing a restorative private garden, reimagining an underperforming downtown center or developing the vision for a contemporary park within a fragile ecosystem, they are committed to more than design in the conventional sense.

Design Workshop tackles challenges beyond the project site and its mapped boundaries to create places of timeless beauty and meaningful connections. Their work provides an armature for building communities by considering how people live, economies operate and environments function at a regional scale. Optimizing these systems requires large-scale thinking. Using open space as the primary organizational component, Design Workshop examines economic and transportation networks to restore urban centers, conserve the natural environment and provide equitable access to parks and open space.

PROJECTS

KANSAS CITY SPIRIT PLAYBOOK COMPREHENSIVE PLAN

CITY OF KANSAS CITY | KANSAS CITY, MO

Similar to the Santa Fe General Plan Update, the Kansas City Spirit Playbook was the first update to the Comprehensive Plan for a mid-size city since the 1990s. WSP focused on recommendations for key issues relevant to Santa Fe such as public transportation, affordable housing, jobs access, and multi-modal mobility, much like we did for Kansas City. Incorporating objectives, action steps, and performance measures in an interactive web-based format ensures the Kansas City Spirit Playbook is immediately implementable and that the plan can be used as a tool in daily decision-making at City Hall.

This plan represents a departure from traditional comprehensive planning and will be organized not by siloed topic areas, but instead by broad inter-connected strategy areas dubbed visibility, mobility, livability, and serviceability.

WSP is leading the development of the mobility, livability, and serviceability elements of the plan. The plan's objectives include recommendations on 28 issues, like public transportation, jobs access, freight and goods movement, multimodal mobility, vision zero, infrastructure, sustainability, jobs access, parks and open space, public health, affordable housing, business development, and other topics. Each of the objectives include analysis and narrative describing the purpose of the objective, detailed action steps, and performance measures to track implementation of the plan.

The WSP team coordinated public and stakeholder involvement, conducting strategy sessions that cover a wide range of topic areas of interest to neighborhood and community leaders. These conversations have been informed by the technical, data-driven analysis of the WSP team as well as a review of plans and policies in Kansas City's peer cities. Deep stakeholder engagement took place primarily over Zoom, taking advantage of breakout discussion groups and live polling features to get informed feedback. The WSP team worked with the City to draft final plan objectives and recommendations, which were organized by strategy area, plan goal area, and traditional topics (e.g. transportation, housing, land use, etc.). These objectives will live online in an interactive web-based format to ensure that the plan can be used as a tool in daily decision-making at City Hall and for coordinating with other stakeholders. The plan recommendations will also be organized into a structured database, with references to applicable geographies, key performance indicators, and other relevant city plans and policies.



KAY BAILEY HUTCHISON CONVENTION CENTER DALLAS (KBHCCD) MASTER PLAN

CITY OF DALLAS | DALLAS, TX

Like ongoing initiatives in Santa Fe, such as Midtown Campus redevelopment, the KBHCCD Master Plan provides a comprehensive vision for an important city district, making this much broader and inclusive than a convention center. This Master Plan focuses elements relevant to Santa Fe such as leveraging transit access for future development, multimodal transportation enhancement, and the creation of a walkable and dynamic multi-use public space.

The KBHCCD Master Plan provides a comprehensive vision for the future of the convention center and surrounding district. **The Master Plan lays out a strategy to transform the facility into one of the nation's premier Convention Centers that is both compelling and competitive in the market** in terms of the amount and quality of available space (exhibit, ballroom, and meeting rooms), on-site amenities, a leader in design and surrounded by a walkable, transit accessible district. The master plan considers the many investments required to achieve the plan's goals in a holistic and integrated plan.



Four critical elements of the master plan that support the transformation of the convention center are:

- **Area Plan** Leverages improved transit access to create a dynamic 30 plus acre mixed-use district around the convention center, extending the vitality and excitement from inside the convention center to the surrounding area.
- **Multimodal Station Plan** Brings together transit routes in the area to increase accessibility for the new, expanded Convention Center and serve the substantial new development in the Convention Center District.
- **Transportation Plan** Proposes enhancements to the multimodal transportation and street networks to improve access to the Convention Center and surrounding district, and to better connect the region.
- **Funding and Financing Plan** Identifies plan for implementation, funding, and financing identifies strategies that capture the value created by these investments to pay for the new Convention Center without financially impacting Dallas residents.

BURNHAM YARD

STATE OF COLORADO P3 UNIT | DENVER, CO

Burnham Yard is a key historic asset located in a strategic location in Denver, similar to the varied historic and cultural assets located throughout Santa Fe. As owner's representative and master planner, WSP helped foster the Burnham Yard plan, which focuses on creating value to stitch together neighborhoods, achieve beneficial mobility improvements, and redevelopment while promoting responsible preservation of historic assets. All these key objectives are relevant to future development considerations in Santa Fe.



Burnham Yard was an important railyard and employment center for the Denver region, with its establishment prior to Colorado statehood. Because of its role in the development of the region and its age, potentially significant historic resources exist. In 2016, Union Pacific Railroad ended railyard operations on the property, opening the opportunity for the State to acquire the site. Since its decommissioning, it has sat underutilized despite its strategic location in central Denver.

While its location is strategic, there are many obstacles to overcome at the site. Given the history and use as a rail yard, there are significant costs for transportation and infrastructure improvements, complex environmental remediation, and costs to advance the laudable social initiatives mandated of the P3 Unit. The redevelopment plan will help guide the potential value opportunities that can be created from the site based on informed market and social equity findings to achieve beneficial mobility improvements and redevelopment. The site is long, yet narrow and constrained by freight and transit rail lines. An existing RTD light rail station presents an opportunity for equitable transit-oriented development. Proximity to the Auraria Higher Education Center is another opportunity to explore relative to the campus master plan and advancing key initiatives of the P3 Unit. Stitching together neighborhoods surrounding Burnham Yard would mitigate the decades-long impact of Interstate 25 – the Valley Highway – has had and presents an opportunity to link with natural resources and trails in the area including the South Platte River, Cherry Creek, and Lakewood Gulch.

NEW JERSEY TRANSIT 5-YEAR CAPITAL PLAN

NEW JERSEY TRANSIT | NEWARK, NJ

Similar to Santa Fe’s goal to develop General Plan Update that is immediately implementable and guides decision making, WSP developed the NJ Transit 5-year Capital Plan to guide strategic investments. The Capital Plan reflects a comprehensive vision through an ambitious set of projects and programs that focus on key impacts relevant to Santa Fe such as comprehensive transit investments and the support of economic development and equity.

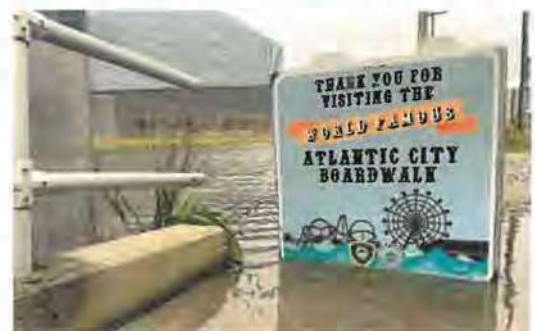


Currently, WSP is supporting NJ Transit in developing and regularly updating its 5-Year Capital Plan to guide critical strategic investments across the agency. Released in June 2020, the Capital Plan presents an unconstrained vision and ambitious set of projects and programs to provide a vastly improved experience for customers and leverage transit to build healthy, inclusive, and sustainable communities. The projects and programs included in the Capital Plan are estimated at \$5.78 billion over the next five years. Major areas of work included providing strategic support to identify comprehensive transit investments; determining how those investments could support economic development and equity; evaluating socioeconomic, planning, environmental, and operational impacts; and advising on project prioritization methods. In partnership with WSP, the content of the Capital Plan will be renewed and reprioritized regularly to reflect the emerging needs of the state and NJ Transit’s customers.

RESILIENT NJ REGIONAL RESILIENCE ADAPTATION ACTION PLAN

NJ DEPARTMENT OF ENVIRONMENTAL PROTECTION | ATLANTIC CITY REGION, NJ

WSP is currently leading a consultant team in the development of a Regional Resilience and Adaptation Action Plan for the Atlantic County Coastal Region under the NJ Department of Environmental Protection (NJ DEP) Resilient NJ program. The U.S. Department of Housing and Urban Development (HUD)-funded regional planning project is one of four pilot regions in the Resilient NJ program, which seeks to set the precedent for how to reduce flood damages and increase physical and social resilience to climate impacts through community-based resiliency planning. **This is an example where WSP and consulting partners are tapping into a broad range of expertise to address multi-dimensional resilience challenges at the regional scale.** Developing innovative solutions over a long-term horizon is a key focus for the project and the Atlantic County Coastal Region won the Resilient NJ Innovation Competition for incorporating innovative ideas and practices into the proposed solutions to address climate vulnerabilities.



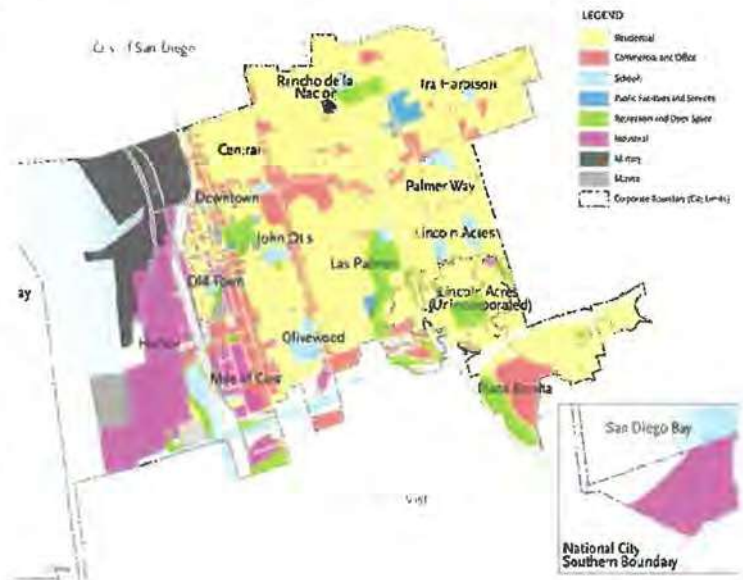
NATIONAL CITY MUNICIPAL CODE, ZONING CODE, AND SPECIFIC PLAN UPDATES

CITY OF NATIONAL CITY | NATIONAL CITY, CA

Demonstrating WSP’s deep understanding of the link between updating a General Plan in coordination with a land use code, another WSP work effort in National City is more technical, requiring a working dialogue between land use and development regulations, and the General Plan to encourage the development of diverse housing in a community that sorely needs it.

The WSP team is revising the policies, regulations, and development standards in National City’s various specific plans and zoning code, such as floor-area ratios (FARs), maximum allowable heights, and parking requirements, to accelerate housing production in all income categories.

Included in this effort are the development of an ADU ordinance, updated density bonus regulations, streamlined development approval procedures, and other incentives to increase housing production. Another key component of this endeavor is the development of Objective Design Standards to streamline the development process for multi-family residential projects. The end result will be a comprehensive suite of regulatory tools and incentives to accelerate housing production in a manner consistent with the goals of National City’s Housing Element and recent state legislation.



COMPREHENSIVE PLAN UPDATE AND DEVELOPMENT CODE REWRITE

CITY OF ALBUQUERQUE | ALBUQUERQUE, NM

LCG led the economic development component of Albuquerque’s comprehensive plan and development code rewrite project.

This illustrates the importance of a methodological, evidence-based approach to the planning process that will be taken for Santa Fe. The project focused on improving both the comprehensive plan and the development code to remove barriers to development and better implement their centers and corridors policies. Developer outreach, market research, and pro forma testing of development concepts were used to ensure that the policies and goals envisioned by the community are in fact feasible and that the development code properly enables them. More specific research was focused on understanding barriers to economic development on the city’s west side, where a jobs-housing imbalance has exacerbated regional transportation problems.



LOS ALAMOS TOURISM STRATEGIC PLAN

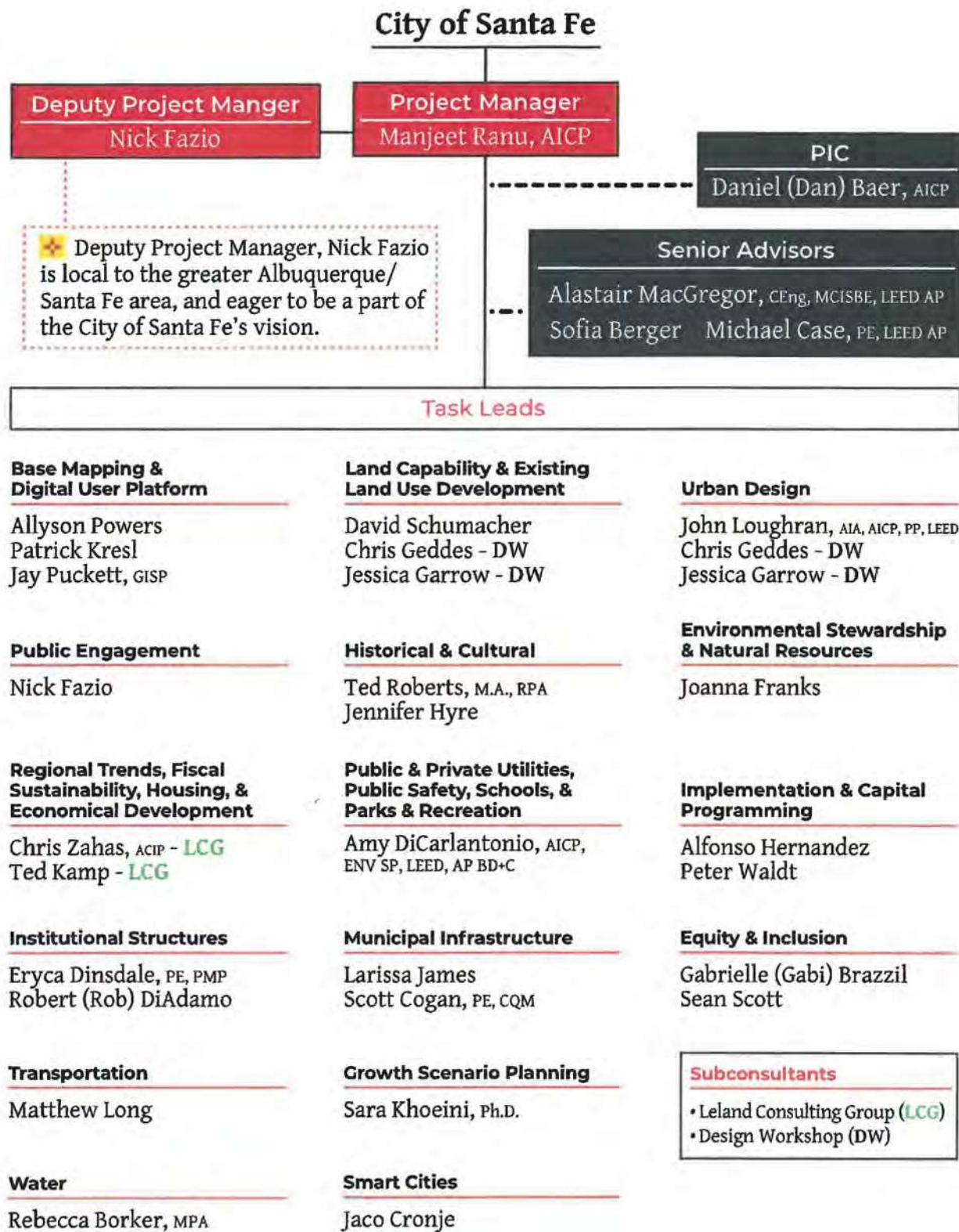
LOS ALAMOS COUNTY | LOS ALAMOS, NM

Los Alamos, New Mexico is rich with history, natural beauty, and scientific discovery, and is the gateway to three National Parks. While tourists have always visited Los Alamos, the County engaged Design Workshop to create the Los Alamos Tourism Strategic Plan to help unify ongoing tourism efforts and position the County to optimize tourism economic development for the benefit of the Los Alamos and White Rock communities.



The final plan provides direction for decisions relating to tourism, community investment, cultural opportunities, and physical development. The County and its partners use the detailed action plan to direct funding and resources. Implementing the recommendations of this plan, along with other County and community initiatives, resulting in an improved visitor experience and enriched quality of life for the local community. **This project gives us firsthand knowledge of regional coordination opportunities to support the Santa Fe General Plan Update.**





RESUMES



PROJECT MANAGER

MANJEET RANU

**PROJECT DIRECTOR & MANAGER,
SENIOR VICE PRESIDENT - NATIONAL PLANNING LEAD**

27 Years of Experience

EDUCATION

MURP, Urban and Regional Planning, University of Colorado-Denver

MPA, Public Administration, University of Colorado-Denver

BA, Biology & Political Science, University of Colorado-Boulder

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

American Institute of Certified Planners

American Planning Association

Urban Land Institute: Full Member

Manjeet understands Santa Fe, having visited more than a dozen times, beginning in childhood and now providing support to the City as the Public Works Owner's Representative for Midtown. He has significant experience managing highly complex, multi-billion dollar planning projects. Interdisciplinary projects--just like the Santa Fe General Plan Update--are the heart of his passion for planning. Manjeet will be the project manager for the WSP and City team, supported by Nick Fazio, a local deputy project manager.

Manjeet Ranu is a comprehensive planning practitioner, having practiced in six high-growth, economically significant states as a land use, transportation, and environmental planner, with urban design expertise. He was an executive for three large urban transportation agencies in the Los Angeles, Salt Lake, and Atlanta regions. He also led community development for cities in the San Diego and Dallas regions. His transit experience involved leading and administering transportation planning, capital programs, Federal Transit Administration Capital Investment Grants program projects, National Environmental Policy Act and the California Environmental Quality Act. Areas of practice in land use include policy planning, master planning, development review, building safety, housing programs, preparing land use regulations, California Environmental Quality Act, and code enforcement. Manjeet's 20 years of experience in the public sector and six years in the private sector across different regions of the United States, along with years of community leadership, has given him keen strategic insights and creativity to advance highly complex initiatives to successful outcomes with broad support and equitable impact.

- Project Manager, Midtown Redevelopment Professional Services, **City of Santa Fe (NM)**
- Chief of Capital Programs, Expansion and Innovation, **Metropolitan Atlanta Rapid Transit Authority (MARTA)**
- Director of Capital Development, **Utah Transit Authority**
- Senior Executive Officer, Long Range Transportation Planning and Mobility, **Los Angeles Metro (CA)**



**LOCAL DEPUTY PROJECT MANAGER
AND PUBLIC ENGAGEMENT PLAN LEAD**



NICK FAZIO

*DEPUTY PROJECT MANAGER - SENIOR CONSULTANT,
URBAN PLANNER & PI SPECIALIST*

13 Years of Experience

EDUCATION

MUD, Urban Design,
University of
Colorado-Denver
BAEPD, Environmental
Planning and Design,
University of New
Mexico

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

American Planning
Association

**OTHER
LANGUAGES**

Spanish
(conversational)

Nick’s experience as a multidisciplinary consultant in the fields of public involvement, long-range community planning, transportation planning, and policy research and analysis gives him the background needed to support the City of Santa Fe in creating a General Plan update that is future ready. Starting his career as tribal planning intern here in New Mexico, he has led municipal long-range planning departments, served as a local Historic and Cultural Resources Preservation Officer, and served as project manager for megaproject health impact assessments. Nick’s project management experience has continued to expand, both for sophisticated public involvement and communications programs, as well as inland port plans and transportation projects. His skills as a facilitator, strategic planner, and designer enable him to effectively solve problems and advance complex communication challenges with diverse audiences. Nick has worked in both urban and rural settings across the American West, with both public and private stakeholders, and always strives to create place-based solutions that meet client needs and serve the local community.

- Public Involvement Planner, Cerrillos Road Alignment Study, NMDOT (Santa Fe, NM)
- Public Involvement Planner, NM 500 Rio Bravo Bridge Replacement, NMDOT (Albuquerque, NM)
- Public Involvement Lead, Inland Port Planning Study, Albuquerque International Sunport (NM)
- Public Involvement Specialist, Buildable Lands and Housing Needs Analysis, Klickitat County (WA)
- Public Involvement Planner, Rail Safety Study – Port of Columbia County, Columbia County (OR)





PRINCIPAL-IN-CHARGE
AND ADVISORY SUPPORT

DAN BAER, AICP

PIC, NATIONAL PLANNING MARKETING LEAD

41 Years of Experience

EDUCATION

MUP, Planning, New York University

BA, Public Policy, Pomona College

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Certified Planner: US American Planning Association

Urban Land Institute: Full Member

Dan Baer is experienced in managing large, multidisciplinary teams for transportation and land development initiatives, including environmental impact statements, major investment studies, alternatives analyses, and master plans for major transportation and site development projects. Dan has managed the preparation of hundreds of major transportation projects and environmental assessment programs, including the analysis of zoning, socioeconomic trends, traffic and transit-related issues, air quality, and noise effects for projects across the country. He has led and organized a variety of waterfront development initiatives, including the development of design guidelines and master plans. Dan has also directed various program management efforts across the country which involved the oversight of planning, environmental, and design functions for major transportation and development initiatives.

- Project Manager, Burnham Yard Redevelopment, **City of Denver (CO)**
- Project Manager, Hudson Yards-Eastern and Western Rail Yards Master Plan and Design Guidelines, **Hudson Yards Development Corporation (New York, NY)**
- Deputy Project Manager, Master Plan, Design, and Environmental Assessment, **Port Authority Bus Terminal Replacement Program (New York, NY)**
- Project Manager, Multi-Modal Master Plan, **Kay Bailey Hutchinson Convention Center (Dallas, TX)**

ADVISORY SUPPORT



ALASTAIR MACGREGOR, cEng, MCISBE, LEED AP
SENIOR VICE PRESIDENT, NATIONAL BUSINESS LINE
EXECUTIVE: PROPERTY + BUILDINGS

24 Years of Experience

EDUCATION

MSc, Building Services Engineering & Management, Heriot-Watt University, Edinburgh, UK

BEng, Mechanical Engineering, Newcastle University, Newcastle, UK

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

CIBSE Chartered Engineer

LEED AP BD+C

FitWel Ambassador

Chartered Institution of Building Services Engineers

United States Green Building Council

With over 25 years in high performance design, Alastair’s expertise spans all scales, from individual net zero buildings through to strategy portfolio analysis. His portfolio includes Net Zero Carbon work for global portfolio analysis. His portfolio includes Net Zero Carbon work for global portfolios; NASA’s Net Zero, LEED Platinum “Sustainability Base”; Beijing’s LEED Platinum World Finance Center; Los Angeles’ LEED Platinum Federal Courts; the world’s first commercial Spaceport at Spaceport America; eco-city strategies for Jurong Lake eco-city, Tianjin eco-city, Marina Bay and Tanggu; and many of the world’s most sustainable sports venues including Golden1Center, Intuit Dome, Al Wakraj Stadium, and the Los Angeles 2028 Olympic bid.

Alastair’s specialist expertise includes sustainable, low carbon design and program development; LEED certification; value engineering; advanced MEP design; high performance buildings; commissioning; passive design; renewables; energy, decarbonization, and operational resiliency strategy planning; smart building and city strategies; and the development of digital solutions to drive low carbon design and strategic planning.

- Project Management, Facilities Modernization & Renovation Program, **Los Angeles Community College District (CA)**
- High-performance Buildings Team Leader and LEED Sustainability Consultant, Campus Renovation, **Children’s Institute (Los Angeles, CA)**
- Mechanical, Electrical, and Plumbing Project Manager and Lead Mechanical Design Engineer, Theatre Expansion, **His Majesty’s Theatre (Aberdeen, Scotland)**
- Mechanical, Electrical, and Plumbing Project Manager and Lead Mechanical Design Engineer, New Museum Design, **Shetland Museum & Archive (Lerwick, Scotland)**



ADVISORY SUPPORT



SOFIA BERGER

**SENIOR ADVISOR, NATIONAL
TRANSPORTATION EXECUTIVE**

20 Years of Experience

EDUCATION

MUP, Planning, New York University
BA, Public Policy, Pomona College

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

Women's Transportation Seminar

OTHER LANGUAGES

Spanish (fluent)

Sophia Berger is a senior vice president serving as a leader in the United States transportation practice, particularly focused on rail and transit and public-private-partnerships. She specializes in strategic planning, project management, and project turnaround. Prior to this role, she was the division manager in Latin American and the Caribbean division for three years. In this role, she was responsible for the strategic direction of the regional operations as well as all client management, project delivery, and business development activities. In her prior role, Sophia managed the development of the company's private sector activities in Africa, where she focused on bringing the company's extensive regional infrastructure experience to new rail, road, port, mining, and energy projects under development by private sector users or funders. She has more than 15 years of infrastructure experience spanning from project management of construction projects in the field to management consulting for governmental transportation agencies around the world.

- Strategic Partner, Penn Station Master Plan, MTA, Amtrak, and NJ Transit (NJ)
- Strategic Partner, Pilot Consultancy #2, Digital and Systems Architecture, Jacksonville Transportation Authority (FL)
- Senior Engineer, Interstate 75 Design-Build-Finance-Maintain Segment 3 Project, Oakland Corridor Partners (CA)
- Strategic Partner, Resort Corridor Feasibility Study, Regional Transportation Commission of Southern Nevada (NV)



ADVISORY SUPPORT



MICHAEL CASE, PE, LEED AP

SENIOR ADVISOR, ENERGY NATIONAL BUSINESS LINE EXECUTIVE

20 Years of Experience

EDUCATION

BS, Electrical Engineering, Michigan State University

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

LEED AP: UN, 2023

Professional Engineer: FL, 2012 (74849); FL, 2023; NY, 2023; NY, 2010 (087729)

Institute Of Electrical & Electronic Engineers

Michael Case is the central plant and district energy lead within the U.S. energy national business line. He has more than 19 years of experience overseeing operations for the electrical and mechanical group within the U.S. energy division, including power and thermal generation, distributed generation, and energy management services for a wide range of facilities such as hospitals, university campuses, utilities, manufacturing centers, commercial and public buildings, and airports. Michael has worked on project management, scoping, planning, design, and construction management for energy infrastructure projects. He has supervised multi-million dollar contracts and delivered projects across various engineering disciplines.

- Design Lead, LaGuardia Airport Redevelopment, **LaGuardia Gateway Partners (Queens, NY)**
- PIC, New York City School MEP Services, **New York City School Construction Authority (New York, NY)**
- Electrical Engineer, Empire State Plaza Chiller Steam Turbine Replacement/Steam Compressor, **New York State Office of General Services (Albany, NY)**
- Lead Electrical Engineer, Mount Sinai Medical Center Boiler Assessment Project, **Mount Sinai Medical Center (Statewide, NY)**



BASE MAPPING
AND DIGITAL USER PLATFORM LEAD



ALLYSON POWERS

ASSISTANT VICE PRESIDENT, APPLICATION DEVELOPER

31 Years of Experience

EDUCATION

BA, University of Colorado

AWARDS

W3 Webby Award - TIMED to Learn, 2008

PB Infrastructure Company Quality Team - Third Place, PB CommentSense, 2005

Parsons Brinckerhoff Project of the Year - Lower Manhattan Communications Plan, Parsons Brinckerhoff, 2002

Allyson Powers, a project manager for the WSP Project Visualization Technical Resource Center and a senior computer graphics specialist, is responsible for the production of interactive media and management/implementation of custom websites. She also has expertise in consulting on the implementation of CommentSense public comment management systems, including consultation and training. Allyson’s responsibilities include overseeing production design and development, needs analysis, budget development, implementation, training, deployment, quality control, programming customization, and client satisfaction. She has applied her skills to a variety of projects, including transportation, land use, urban planning, environmental management, lobbying, and education.

Allyson is knowledgeable with the Americans with Disabilities Act (ADA) guidelines and Section 508 for both state and federal programs and implements those guidelines on all projects requiring ADA compliance as it applies to online print documents and website development. She is experienced in using today’s most advanced Web tools and techniques and has a unique ability to mesh both design and simple functionality into all projects.

- Task Lead, North Carolina 2050 Statewide Transportation Plan - Interactive Tool Development, NCDOT (Statewide, NC)
- Web Project Manager, Lake Sumter Metropolitan Planning Organization 2019 On-Call, Lake County (FL)
- Web Project Manager, City of Seattle Central Waterfront Engineering Project, Waterfront Seattle (WA)
- Web Project Manager, Northeast Corridor Passenger Rail Corridor Investment Plan, New York Metropolitan, (New York, NY)



BASE MAPPING
AND DIGITAL USER PLATFORM SUPPORT



PATRICK KRESL

SENIOR GRAPHIC DESIGNER, VIDEO & USER EXPERIENCE DESIGNER

28 Years of Experience

EDUCATION

2B2BBFA, Graphic Design, Colorado State University

3B3BBA, Speech Communications, Colorado State University

Patrick is a senior graphic designer and user interface/user experience web designer with WSP. He has designed, art directed and produced a broad spectrum of web, video, print, interactive projects, and web-based guides within the WSP’s Project Visualization team by engaging the creative process to implement innovative and impactful communication. The websites he developed have implemented advanced web technologies, such as database-driven content, web-based applications that allow clients to update sites themselves, interactive maps, client-administered surveys for public feedback, and responsive design to provide an optimal user experience across a wide range of online tools and smart devices.

- Creative Director, Zero Emission Bus (ZEB) Program Introduction and All-Staff Training, **Maryland Transit Administration (MD)**
- Creative Director, Microsoft Environmental Sustainability Resources Training, **Microsoft (Global)**
- Lead Designer and Course Developer, Regional Employee Waste and Recycling Training - Online Interactive Training Course, **Washington Metropolitan Area Transit Authority (WMATA), Washington D.C.**
- Design Lead, Federal Highway Administration (FHWA) Planning and Environment Linkages - Interactive Guide, **FHWA**



**BASE MAPPING
AND DIGITAL USER PLATFORM SUPPORT**



JAY PUCKETT, GISP

ASSOCIATE VICE PRESIDENT, GEOSPATIAL TECHNOLOGY

16 Years of Experience

EDUCATION

MPA, Public Administration,
Syracuse University,
Syracuse, NY

MA, Geography,
Syracuse University,
Syracuse, NY

BA, Geography,
University of North Carolina,
Chapel Hill, NC

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

Geographic Information Systems
Professional Certification

Jay Puckett is the manager of WSP’s Geospatial Analysis and Visualization practice. He specializes in applying Geographic Information Systems (GIS) and geospatial technology to a variety of project types and markets across the company’s portfolio. He has recent experience supporting electric transmission siting studies, infrastructure planning efforts, web application development, and information management efforts for major infrastructure development projects. Jay has experience with GIS, public involvement, web mapping development, Global Positioning Systems (GPS) data collection, IT instruction and training, and SharePoint development. Jay also has advanced training in organizational leadership and management.

- GIS Lead, Northern New York Priority Transmission Project, **New York Power Authority (NY)**
- GIS Lead and Siting Specialist, SMART Path Transmission Project, **New York Power Authority (NY)**
- GIS Technical Advisor, Baltimore County Sewer Consent Decree Program Management, **Baltimore County (MD)**





REGIONAL TRENDS,
FISCAL SUSTAINABILITY, HOUSING,
AND ECONOMIC DEVELOPMENT ASSESSMENT LEAD



CHRIS ZAHAS, AICP

LELAND CONSULTING GROUP MANAGING PRINCIPAL

25 Years of Experience

EDUCATION

MA of Urban and Regional Planning, Portland State University

BA, International Affairs, Lewis and Clark College

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

AICP #019464

Chris Zahas is a real estate strategist and project manager with an emphasis on urban corridors, downtown revitalization, employment districts, transit-oriented development, and public-private partnerships. His project approach is to assist public and private sector clients in turning broad visions into prioritized and achievable action plans by combining market and economic research with strategic advice that is tied to the fundamental principles of real estate development. In all cases, Chris keeps the focus of projects on implementation, always anticipating next steps and never hesitating to advise a client to change directions when that is the best course.

In over 22 years at Leland Consulting Group, he has managed more than 35 downtown and corridor implementation strategies and played a strategic advisor role in dozens more. In the economic development realm, he brings a deep understanding of economic and demographic trends, ensuring that long-term strategies reflect the evolving drivers of how businesses choose to locate and where people choose to live. Prior to joining Leland Consulting Group, Chris coordinated economic development projects for the Portland Development Commission, Portland’s redevelopment agency.

- Real Estate and Economic Development Advisor, Comprehensive Plan Update and Development Code Rewrite, Albuquerque, NM, **City of Albuquerque & Bernalillo County (NM)**
- Lead Market and Real Estate Advisor, Health District Master Plan, Coeur d’Alene, ID, **City of Coeur d’Alene (ID)**
- Senior Economic Advisor, Comprehensive Plan Update, Meridian, ID, **City of Meridian (ID)**



LELAND CONSULTING GROUP



**REGIONAL TRENDS,
FISCAL SUSTAINABILITY, HOUSING,
AND ECONOMIC DEVELOPMENT ASSESSMENT SUPPORT**

TED KAMP

LELAND CONSULTING GROUP SENIOR ASSOCIATE

22 Years of Experience

EDUCATION

MA of Urban and Regional Planning, PhD coursework, University of Colorado
MS, Marketing (Consumer Behavior), University of Arizona
BA in Business Administration (with honors), University of Oklahoma

Ted Kamp provides market analysis in support of strategic land use decisions for public planners and private developers. Drawing on expertise in GIS, market economics, and demographic analysis, he incorporates user-friendly information designed to convey critical market intelligence to stakeholders. His work spans a variety of development and planning contexts including urban infill, economic development, suburban revitalization, impact analysis, and transit-oriented development. Recent client work has covered locales across the western and central US. In addition, he taught the Urban Market Analysis course for planning graduate students at the University of Colorado-Denver for five years. After receiving a BBA (with honors) from the University of Oklahoma and an MS in Marketing/Consumer Behavior from the University of Arizona, Ted provided research and strategic planning services for the Leo Burnett advertising agency in Chicago. He subsequently earned a Masters in Urban and Regional Planning (and completed PhD coursework) at the University of Colorado-Denver.

- Market Analyst, Demographic and Employment Dynamics, Comprehensive Plan Update and Development Code Rewrite, Albuquerque, NM, **City of Albuquerque & Bernalillo County (NM)**
- Demographic and Land Use Analysis, Small Area Forecasting, Comprehensive Plan Update, Auburn, WA, **City of Auburn (WA)**
- Lead Market Analyst, International Air Center Economic Feasibility Study, Roswell, NM, **City of Roswell (NM)**



LAND CAPABILITY
AND EXISTING LAND USE DEVELOPMENT LEAD



DAVID SCHUMACHER

DIGITAL SOLUTION ARCHITECT

8 Years of Experience

EDUCATION

BA, Colby College,
International Studies
MA, Planning,
University of Southern
California

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

American Institute
of Certified Planners
(AICP) #305064

David Schumacher is a lead planner with WSP USA having more than eight years of experience. He is adept at providing planning services for multimillion-dollar initiatives, preparing feasibility studies, and alternatives analyses, and coordinating projects through the environmental review phase, with a focus on corridor studies.

- Lead Planner, Burbank Airport Station Area Plan, **City of Burbank, (CA)**
- Lead Planner, Los Angeles County Rail Network Integration Study, **LA Metro (CA)**
- Lead Planner, Westside Mobility Study and Measure M Multi-Year Subregional Program, **Southern California Association of Governments (SCAG)**
- Planner, Bristol Street Transit Corridor Study, **Orange County Transportation Authority (CA)**

URBAN DESIGN LEAD



JOHN LOUGHRAN, AIA, AICP, PP, LEED
SENIOR VICE PRESIDENT, LAND/URBAN PLANNER
NATIONAL URBAN DESIGN

30 Years of Experience

EDUCATION

MBA, Baruch College
MS, Architecture,
Catholic University of
America

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

Registered Architect:
Washington DC, NJ, NY
AICP
LEED Accredited
American Institute of
Architects
American Institute of
Certified Planners
Urban Land Institute
Mpact (formerly
Rail~volution),
National Steering
Committee

John leads WSP’s Urban Design and Placemaking Practice. He brings an expertise in urban development and master planning honed from his experience as an architect, urban designer and through his work for both public agencies and private developers. John utilizes an integrated approach to leverage transportation and other infrastructure investments to catalyze development to meet agency, developer, and community goals.

John understands the complexities of integrating mixed-use development with transportation while meeting community needs and market demands. John brings lessons learned from delivering equitable and sustainable projects across the US, with an approach that delivers a vision unique to each locality. His experience includes transformative projects such as developer’s guidelines for the overbuild above Manhattan’s Hudson Yard, a comprehensive master plan for the Dallas Convention Center and district that includes recommendations for transportation investments and a new TOD entertainment district, and Guidelines for Equitable Transit Oriented Development for the City of Raleigh.

- Urban Design Lead, Guidelines for Equitable Development Around Transit - Raleigh, NC, **North Carolina Department of Transportation (NCDOT)**
- Project Manager and Area Plan Task Lead, Kay Bailey Hutchinson Convention Center Dallas (KBHCCD) Master Plan and Transit Oriented Development Area Plan, **City of Dallas (TX)**
- Land Use Planning Lead, Feasibility Study for Land Use Master Plan at Sakonnet River Bridge Landings, Portsmouth and Tiverton, RI, **Rhode Island Turnpike and Bridge Authority (RI)**
- Project Manager, Capital Gateway Concept Plan - Hartford, CT, **City of Hartford (CT)**



DESIGNWORKSHOP



LAND CAPABILITY,
EXISTING LAND USE DEVELOPMENT,
AND URBAN DESIGN SUPPORT

CHRIS GEDDES

DESIGN WORKSHOP PRINCIPAL

20 Years of Experience

EDUCATION

MA, Urban & Regional Planning, Highest Honors, University of Colorado, Denver

BS, Civil Engineering, University of Colorado, Boulder

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

AICP #019464

Chris, a planner and urban designer, is driven by the desire to provide clients and community members a meaningful voice in the planning and design of public spaces. With over 20 years' experience, he believes that it is the responsibility of designers to draw out the desires of those who use public space, illustrate those desires in ways that all can comprehend, and engage stakeholders in a way that builds trust. Chris works on projects of all scales, from community planning to the detailed design of public spaces, and is particularly fond of projects that tackle social and physical challenges.

- Principal, Downtown Ogden Master Plan, **City of Ogden (UT)**
- Project Manager, Downtown Denver Parks & Public Spaces Master Plan, **Denver Parks and Recreation and the Downtown Denver Partnership (CO)**
- Principal, West Jordan and Midvale Station Area Plans, **West Jordan and Midvale (UT)**



DESIGNWORKSHOP



LAND CAPABILITY,
EXISTING LAND USE DEVELOPMENT,
AND URBAN DESIGN SUPPORT

JESSICA GARROW

DESIGN WORKSHOP LAND USE PRINCIPAL

15 Years of Experience

EDUCATION

Master of City and
Regional Planning,
Ohio State University
Bachelor of Political
Science, University of
Colorado

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

AICP
Lean Six Sigma Green
Belt

Jessica is a community development professional with over fifteen years of experience and a proven track record of successful planning implementation and community engagement. She has effectively managed significant and complex projects and budgets, worked to craft innovative planning policies, and promoted sustainable comprehensive planning. Prior to Design Workshop, Jessica worked as a land use planner and Community Development Director for the City of Aspen. During that time, she worked on economic development plans, award-winning and broad community engagement strategies, the Comprehensive Plan and a number of overhauls to the Land Use Code.

- Principal, SLC Building Height and Pedestrian Code Revisions, **Salt Lake City (UT)**
- Principal, Ogden Downtown Land Use Code Update, **City of Ogden (UT)**
- Principal, San Miguel County East End Plan, **San Miguel County (CO)**



TRANSPORTATION LEAD



MATTHEW LONG

VICE PRESIDENT, DIRECTOR OF PUBLIC TRANSIT & PASSENGER RAIL

17 Years of Experience

EDUCATION

MA, Urban Planning
University of Kansas
BA, U.S. History
University of Kansas

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

Tennessee Public
Transportation
Association
Colorado Association
of Transit Agencies
Colorado Electric
Vehicle Coalition –
Transit
Denver South
Organization
Middle Tennessee
Transit Alliance
AASHTO Technical
Assistance Program
(MTAP) Committee
American Public
Transportation
Association
WSP Global Academy
for Rail & Transit

Matthew is a public transit lead expert, project manager, and urban planner with more than 17 years in the transit industry. He brings national experience working with agencies and DOTs across the United States and is a passionate transit advocate and user who has dedicated his career to transit planning, funding, and operations.

Prior to joining WSP, Matthew spent many years working as a strategic planner assisting transit agencies efficiently operate fixed route, demand response, and streetcar systems. He also led the State of Tennessee public transit office responsible for administering FTA grant program funds and providing compliance oversight of urban and rural transit operators. Matthew continues to expand his transit skills and expertise at WSP with consultative leadership and focus on transit communities and development, BRT corridor and alternative analysis, and capital grant programming.

- Transportation Lead, Utah Transit Authority (UTA) Headquarters Programming & Design, UTA (Salt Lake City, UT)
- Lead Planner, Federal Transit Administration (FTA) Grant Reconciliation, Rock Region METR (Little Rock, AR)
- Deputy Project Manager, Summerhill BRT Alternative Analysis, Metropolitan Atlanta Rapid Transit (MARTA)
- Transit Service Expert, Knoxville Broadway BRT-lite Alternative Analysis, City of Knoxville (TN)

PUBLIC & PRIVATE UTILITIES,
PUBLIC SAFETY, SCHOOLS,
PARKS & RECREATION,
AND ASSESSMENT REPORT LEAD



AMY DICARLANTONIO, AICP, ENV SP, LEED AP BD+C
VICE PRESIDENT, URBAN AND ENVIRONMENTAL PLANNING

23 Years of Experience

EDUCATION

MSc, City Design & Social Science, The London School of Economics and Political Science

Professional development program in architecture/urban planning, Harvard University, Graduate School of Design

BA, Art History, Rutgers University

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

Certified Planner, American Institute of Certified Planners

LEED Accredited Professional (Building Design and Construction), Green Building Certification

Envision Sustainability Professional, Institute for Sustainable Infrastructure

American Public Transportation Association

WSP Global Academy for Rail & Transit

With more than 20 years of national and international experience, Amy DiCarlantonio has held a variety of roles including national practice lead for planning, regional manager, and program and project manager. She has a diverse portfolio of project experience spanning master planning and urban design, community resiliency, environmental planning, and federal planning for the Department of Defense. A certified planner, Amy specializes in sustainable development and incorporates forward looking strategies to enhance community resiliency in a variety of planning efforts. Much of her work has focused on the intersection of science and planning which promotes a holistic approach to planning with a specific emphasis on smart growth and community resiliency.

Amy is skilled at integrating various technical disciplines for unique planning and design projects. She has managed sustainability plans, master plans focusing on smart growth, site analyses, green infrastructure, transit-oriented development, and formulation of sustainable design guidelines and land use plans. As a LEED Accredited Professional, she also has created sustainable development frameworks that provide benchmark considerations for future environmentally responsible planning and site design work. Her background in sustainable design principles has informed her approach to resiliency planning and the crossover with emergency management. Throughout her planning career, Amy has led and supported various public participation and community outreach programs including developing programs for city and state clients.

- Project Manager, Resilient New Jersey Atlantic County Coastal Region (ACCR) - Regional Resilience and Adaptation Action Plan, **New Jersey Department of Environmental Protection (NJ)**
- Project Manager, Colorado Resiliency Framework, **Colorado Resiliency and Recovery Office (CRRO)**
- Planner, Colorado Resiliency Framework, El Paso Local Plan, **State of Colorado (CO)**



HISTORICAL & CULTURAL FACILITIES LEAD



TED ROBERTS, M.A., RPA
SENIOR ARCHAEOLOGIST

23 Years of Experience

EDUCATION

BA, Anthropology,
Wayne State
University

MA, Anthropology
(Archaeology),
Northern Arizona
University

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

Registered
Professional
Archaeologist
(67579909)

Secretary of the
Interior's Professional
Qualification
Standards

New Mexico
Archaeological
Council

Archaeological Society
of New Mexico

NM SHPO (CPRC)
Principal Investigator/
Project Director

Arizona Bureau of
Land Management
Cultural Resource
Use Permit (CRUP),
Principal Investigator

Ted Roberts has more than 23 years of archaeological consulting experience across all regions of the U.S., including projects in 20 states. A Secretary of Interior qualified archaeologist and historian, Ted has managed hundreds of projects ranging from small surveys and monitoring projects to multi-year data recovery efforts- all in support of clients' goals. Areas of expertise include program and project management, technical writing, and cultural/heritage resource regulatory compliance at the federal, state, and local levels.

Formerly a cultural resources practice lead in New York City and southern California, and with specialties in the archaeological and regulatory environments of the American Southwest, California (CEQA), and Southeast U.S., Ted has abundant experience with project organization, implementation, and successful completion.

- Principal Investigator, North Tank Class III Cultural Resources Survey, **New Mexico State Land Office (Socorro County, NM)**
- Principal Investigator, Cultural Resource Inventory for the Bridge Replacement Over the Rio Grande/NM 500, **NMDOT (Bernalillo County, NM)**
- Principal Investigator, Cultural Resource Inventory for the NM 31/NM 128 Roadway Improvements Project, **NMDOT (Eddy and Lea Counties, NM)**
- Project Director, Lower Taos Canyon Cultural Resource Survey, **Camino Real Ranger District, Carson National Forest, (Taos County, NM)**



HISTORICAL & CULTURAL FACILITIES LEAD



JENNIFER HYRE

ENVIRONMENTAL & PUBLIC INVOLVEMENT (PI) LEAD

22 Years of Experience

EDUCATION

Masters Certificate Program, NEPA, Utah State University

BS Environmental Science, Juniata College

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

FAA Qualified Airport Wildlife Biologist

U.S. Fish and Wildlife Service Recovery Permit for NM, AZ, NV, and CA

Wetland Delineator Certification: NM

OTHER LANGUAGES

French (fluent)

Jennifer has managed multiple on-call contracts throughout New Mexico and specializes in multi-disciplinary environmental compliance, permitting, and mitigation needs for local government, public works, and land development projects. She has extensive experience with high-profile public involvement, environmental clearances, and cultural resources management. Jennifer and her local team developed NMDOT’s first ever Public Involvement Guide under the existing statewide engineering on-call contract. This practical resource guide for agency and consultant staff promotes consistent and thoughtful planning for public involvement during project development.

- NM 599 and Via Veteranos Intersection, NMDOT (Santa Fe, NM)
- Project Manager, Environmental On-Call - NEPA Public Involvement Guide, NMDOT (Statewide, NM)
- Environmental & PI Lead, NM 500 Rio Bravo Bridge Replacement, NMDOT (Albuquerque, NM)
- Environmental Lead, Roswell Airport Wildlife Management Plan Review, Roswell Airport (Roswell, NM)



ENVIRONMENTAL STEWARDSHIP / NATURAL RESOURCES LEAD



JOANNA FRANKS
SENIOR ENVIRONMENTAL PLANNER

13 Years of Experience

EDUCATION

B.S., Fish, Wildlife, and Conservation Ecology; New Mexico State University

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

Wetland Delineation Certification, Wetland Training Institute

Hazwopper Certified

U.S. Fish and Wildlife Service Recovery Permit for NM

Yellow Billed Cuckoo trained and certified, U.S Fish and Wildlife Service

Southwestern Willow Flycatcher trained and certified, U.S. Fish and Wildlife Service

Rio Grande Silvery Minnow Permitted (Eggs)

Joanna has a background in Fish, Wildlife, and Conservation Ecology. She has extensive knowledge in New Mexico and the species within the rivers throughout the state. She has completed various surveys for wetland delineations of the Rio Grande and Santa Fe River. Joanna has experience coordinating with the USFWS, Interstate Streams Commission and US Corps of Engineers (USACE) in New Mexico, as well as other state wildlife agencies, watershed, vegetation surveys, wetlands, federal natural resources management plans, aquatic resources, and endangered species. Her unique experience includes BIA and Section 7 consultation, biological surveys, 401/404 CWA permitting, and Section 106 and tribal consultation for the following:

- Project Manager, NM 4/BIA EA and Section 7 Consultation, Biological Services, 401/404 CWA Permitting, Section 106 and Tribal Consultation, **NMDOT & Pueblo of Jemez (NM)**
- Environmental Project Manager, Tsayatoh Road/BIA EA and Section 7 Consultation, Biological Services, 401/404 CWA Permitting, Section 106 and Tribal Consultation, **Navajo Department of Transportation (NM)**
- Environmental Project Manager, Manuelito Road/BIA EA and Section 7 Consultation, Biological Services, 401/404 CWA Permitting, Section 106 and Tribal Consultation, **Navajo Department of Transportation (NM)**
- Environmental Planner, City of Santa Fe 2020 On-Call Design Services, **City of Santa Fe (NM)**





INSTITUTIONAL STRUCTURES LEAD

ERYCA DINSDALE, PE, PMP
SENIOR VICE PRESIDENT, ADVISORY SERVICES

25 Years of Experience

EDUCATION

BS, Civil Engineering,
Carnegie Mellon
University
Certificate in Public
Management,
Willamette University

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

Professional Engineer,
Oregon (84332 PE)
Project Management
Professional (30863)
Certified Change
Practitioner (Prosci)
Lean Six-Sigma
Certified

Eryca Dinsdale leads U.S. Advisory Service’s Business Transformation national practice area. She has over 20 years of infrastructure experience, specializing in business improvements that drive organizational results with actionable options, recommendations, and implementation support. She is adept at understanding and then translating Agency goals and objectives with technical requirements and solutions.

Throughout her career, Eryca led teams and organizations across the asset lifecycle – leading successful programs and transforming service delivery. Before joining the firm, Eryca held executive positions in a state department of transportation and asset management positions at a large consumer-product corporation.

- Project Manager, Organizational Assessment - San Mateo County Express Lane Joint Powers Authority (SMCEL JPA), **SMCEL JPA (CA)**
- Organizational Assessment Task Lead, State-owned Express Lanes - I-5 between Tustin and Buena Park ConOps Development, **Caltrans (Orange County)**
- Project Manager, Agency-Wide Strategic Plan Update -Vision 2028, **Los Angeles County Metropolitan Transportation Authority (CA)**
- Project Manager, Wyoming Department of Transportation (WYDOT) Road Usage Charge Study - Organizational Structure Design, **WYDOT (WY)**



INSTITUTIONAL STRUCTURES SUPPORT



ROB DIADAMO

SENIOR DIRECTOR, ADVISORY SERVICES

26 Years of Experience

EDUCATION

MPA, Harvard University, Kennedy School of Government
 JD, Boston University School of Law
 BA, University of Virginia

**CERTIFICATIONS/
 LICENSES/
 MEMBERSHIPS**

Board of Bar Overseers, Massachusetts

Rob DiAdamo leads complex organizational and strategic planning efforts for WSP’s U.S. Advisory Service’s Business Transformation practice. As a former senior public sector executive and attorney, he achieves results in complex environments and understands the nuances of managing large, multifaceted organizations. Rob has over twenty-three years of experience in the public and private sectors focused on organizational improvements, transportation operations, and infrastructure projects, including over twelve years of leadership experience in senior policy, management, and legal positions in state government.

Prior to WSP, Rob served as the Executive Director for Commuter Rail at the Massachusetts Bay Transportation Authority, overseeing commuter rail and ferry operations. He currently teaches Local Government Law at Boston University School of Law.

- Task Lead, Hudson Bergen Light Rail Line - Procurement and Technical Documents, **New Jersey Transit (NJ)**
- Team Member, Communication Based Train Control - Interdepartmental Collaboration Plan, **New York MTA (NY)**
- Task Lead, Project Manager, Commuter Rail Service and Maintenance Assessment: Assessment of New Regional Commuter Rail Entity, **Dallas Area Rapid Transit (TX)**
- Team Member, Agency Strategic Plan Update, **Tampa Hillsborough Expressway Authority (FL)**



GROWTH SCENARIO PLANNING LEAD



SARA KHOEINI, Ph.D.

LEAD DATA SCIENTIST

13 Years of Experience

EDUCATION

Ph.D., Georgia Institute of Technology
Transportation Systems Engineering

MS, Clemson University
Transportation and Highway Engineering

BS, K.N.Toosi University of Technology
Civil Engineering

OTHER LANGUAGES

Persian (fluent)

Sara Khoeini specializes in travel demand modeling and forecasting, with expertise in planning-based model applications, equity analysis, and systems dynamics. Before joining WSP, she served as an Assistant Research Professor of Transportation Systems at Arizona State University for five years. Sara obtained her Ph.D. from the Georgia Institute of Technology in Transportation Systems Engineering.

Sara has applied her travel demand model application and data analysis skills in planning projects including the San Diego plan update called Blueprint. She has also explored the application of Systems Dynamics as a data-driven scenario planning tool for Southern California. Her strong interest in equity led her to develop the Access Equity Calculator for SCAG ABM to connect accessibility-based equity evaluation to ABM systems. Beyond her professional roles, Sara is a committee member of TRB’s AED20 (Urban Transportation Data and Information Systems) and actively participates in its equity group.

- Deputy Project Manager and Data Analytics Tasks Lead, Arizona Statewide Travel Demand Model (AZTDM), **ADOT (AZ)**
- Data Analytics Tasks Lead, Long Range Transportation Planning and Mobility, **Los Angeles Metro (CA)**
- Scenario Planning Task Lead, I-405 Sepulveda Pass Express Lane Feasibility Study, **Los Angeles County Metropolitan Transportation Authority (CA)**
- Main Analyst, Vehicle Miles Traveled (VMT) Generation Visualization and Analysis Tool, **Orange County (CA)**





IMPLEMENTATION & CAPITAL PROGRAMMING LEAD

ALFONSO HERNANDEZ

ASSISTANT VICE PRESIDENT, ADVISORY SERVICES

18 Years of Experience

EDUCATION

BS, Public Justice Administration, San Diego State University

Grant Writing and Management Certification, California State University, San Bernardino

Grants Management Certificate Program, Management Concepts

Alfonso Hernandez offers public sector grant experience, from pre-award to post-award, which includes grant writing, grants management and identify funding opportunities. Alfonso has worked for various government organizations at the local and regional levels. He is a subject matter expert in the field of government grant development, which includes federal, state, and local grants, and has a large portfolio of grant experience that addresses across each department for government organizations. Collectively throughout his career, Alfonso has secured more than 200 competitive grant applications in excess of \$800 million, while maintaining a high success rate.

He is also a subject matter expert in grants management and ensuring agency-wide compliance with funding requirements for each respective funded project. He has led audit and sub-recipient monitoring efforts on both sides of the audit as a reviewer and recipient, including USDOT/FTA triennial reviews and ongoing monitoring of sub-recipients.

- Project Manager, Grant Writing and Administration Services, **Pinellas County (FL)**
- National Advisory Lead, FY 2021 – FY2022 US Department of Transportation (USDOT) RAISE Grant Applications, **USDOT**
- Project Manager, Arizona Department of Transportation (ADOT) Grant Writing On-Call, **ADOT (AZ)**
- Project Manager, Grants Management and Professional Services, **Golden Gate Bridge, Highway, and Transportation District (San Francisco, CA)**



IMPLEMENTATION & CAPITAL PROGRAMMING SUPPORT



PETER WALDT

DIRECTOR, COMMERCIAL PLANNING & DEVELOPMENT

41 Years of Experience

EDUCATION

MS, Public Policy Analysis (Quantitative Analysis and Economic Development), University of Rochester

BA, American History (Early American Economic History)

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

Region Plan Association: Member
New Jersey Council

Peter Waldt is Senior Vice President with WSP USA Advisory Services. He leads WSP’s efforts in Value Capture and Real Estate Transactions. He has significant experience in asset monetization and Transit Oriented Development transactions, particularly in creating the financial architecture of a project and land value capture. Further, he has lengthy experience in commercial lending and real estate finance, notably over 30 stadiums and arenas.

- Senior Director of Commercial Planning and Development, Non-fare Revenue Generation and Major Station Redevelopment Transactions, including Sunnyside Yard, Chicago, Baltimore, Philadelphia, New York, and Washington, DC, **Amtrak (Philadelphia, PA)**
- Director of Real Estate Development, NY Jets for the West Site Rail Yard/Stadium project and Forrest City Ratner/ Atlantic Yards project including Barclays Arena, **New York Metropolitan Transportation Authority (NY)**
- Director of Real Estate Development, Broward Commuter Rail South - Land Use and Economic Development Study, **Florida Department of Transportation (FDOT)**
- Director of Real Estate Development, Ft. Worth East Lancaster East Corridor & Subregional Study, **Texas Department of Transportation (TxDOT)**



EQUITY & INCLUSION LEAD



GABI BRAZZIL
SENIOR EQUITY CONSULTANT

12 Years of Experience

EDUCATION

BS Communications and Sociology, University of California - Davis

Gabi Brazzil co-founded the national professional services group Equity Center of Excellence at WSP, dedicated to supporting clients in practicing and delivering equity in community and infrastructure projects. Gabi specializes in integrating equity into technical decisions and policies, with a core competency in transportation planning. Gabi’s national experience guides clients in building public trust, establishing measurable equity goals, making proportionate public investments, and identifying and distributing equitable project benefits in their locale. In addition to Gabi’s technical background, Gabi is also trained in DEI leadership, earning a certification from the National Diversity Council Diversity First Program.

- Equity Lead, Link 21 Planning and Engineering Services, Bay Area Rapid Transit (Bay Area, CA)
- Equity Lead, Complete Streets Handbook, Bay Area Rapid Transit (City of Milwaukee, WI)
- Contract Manager, Equity Consulting Services, Metropolitan Transportation Commission (Bay Area, CA)
- Project Manager, District 12 I-5 Managed Lanes, Equity Study, Caltrans (Orange County, CA)



EQUITY & INCLUSION SUPPORT



SEAN SCOTT

SENIOR EQUITY CONSULTANT, URBAN DESIGNER

8 Years of Experience

EDUCATION

MCP in City & Regional Planning, Urban Design Concentration, University of Pennsylvania

BA in Urban Studies & Music, Brown University

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

American Planning Association

Sean is a Senior Equity Consultant and Urban Designer for WSP’s Equity Center of Excellence and supports WSP’s national Urban Design and Placemaking practice. Sean comes from a background in urban design, planning, and community development. He understands the relationship between the built environment and its effect on social integration, and the complexities of integrating mixed-use development and public spaces with transportation infrastructure, employing a sociologic approach for a more racially just, equitable, contextual, and responsive urban landscape. Sean specializes in developing equity approaches, with a focus in urban design and planning processes that tackle underlying inequities for more equitable planning frameworks and design visions. He has national experience serving as an equity coordinator and task lead on various projects crafting project approaches through an equity lens and developing equitable urban design strategies and visions that reflect community identity.

- Equity Coordinator, Transit-Oriented Development Roles, Visioning, Viability & Tools Analysis Study, **Connecticut Regional Council of Governments (CT)**
- Equity Lead, Near-term Public Realm Concepts, **Newark Penn Station (NJ)**
- Urban Designer, Elevate Transit: Zoning for Accessibility, **Metropolitan Transportation Authority (New York, NY)**
- Urban Designer, Equitable Development Around Transit (EDAT) Study, **City of Raleigh (NC)**



SMART CITIES LEAD



JACO CRONJE

DIGITAL SOLUTION ARCHITECT

16 Years of Experience

EDUCATION

Smart City Technology Design, MIT USA

BS and BE, Electrical and Computer, University of Cape Town, South Africa

CERTIFICATIONS/ LICENSES/ MEMBERSHIPS

Professional Engineer (RSA)

Certified Data Centre Professional (EXIN)

PMP

IEEE, SAIEE

Engineering Council of South Africa (ECSA)

OTHER LANGUAGES

Afrikaans (fluent)

Jaco Cronje is a digital solutions architect within WSP's Innovation Advisory practice. Having joined WSP in 2008, he brings with him a wealth of international experience in the fields of electrical, renewable, and digital engineering. He has pioneered numerous technologies across Africa in the Smart Cities space as well as Residential, Retail, Commercial and Leisure environments. As a registered electrical engineer with an extensive background in business consulting, Jaco brings clients and technologies together for unparalleled synergies.

Jaco works on the development of system architectures and deployment of enterprise level digital platforms, data collection, analysis techniques, facility cybersecurity and control strategies in the built environment to find business intelligence and operational efficiencies for our clients. He brings an attentive detail to every project he touches playing an intricate role throughout the entire lifespan of our projects from the advisory stage through design to contract administration.

- Digital Solutions Architect, Smart Integrated Building Management & Data Analytics System, **San Francisco International Airport (CA)**
- Technology Lead, One Central (Landmark), **City of Chicago (IL)**
- Technology Lead, The River Mile, Smart District (by Revesco), **City of Denver (CO)**
- Smart City Lead, City of Cape Town Smart City Strategy, **City of Cape Town (South Africa)**





MUNICIPAL INFRASTRUCTURE LEAD

LARISSA JAMES

**SENIOR VICE PRESIDENT, ASSET MANAGEMENT
BUSINESS ADVISORY**

35 Years of Experience

EDUCATION

BE, James Cook
University of North
Queensland, Australia

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

Certified Benefits
Realization
Practitioner

Member of the Asset
Management Council,
Australia

ISO55000 Gap
Assessment

Larissa James has 25 years of experience in asset management consulting within several sectors including rail and airport transportation; water; electricity and gas utilities in the United States and internationally. Larissa’s experience spans the full range of asset management assignments including gap assessments, improvement plan development, and implementation within operations, maintenance, capital planning and delivery.

Prior to joining WSP, Larissa was a member of the leadership team at Aurizon Pty Ltd (AZJ). Larissa managed a team of over 30 professional staff responsible for improving operational performance through better asset management. She was responsible for implementation of the Asset Management Improvement Program, an enterprise asset management (EAM) system, asset data governance, decision support tools, strategic planning, asset investment planning, and risk management supporting both maintenance and capital delivery organizations.

- Principal, Asset Management Assessment and Improvement Plan, **Amtrak (nationwide)**
- Program Manager and Technical Director, Enterprise Asset Management (EAM) Program Business Partner Governance, **Port Authority of New York and New Jersey Enterprise Asset Management Division**
- Program Manager and Technical Director, Enterprise Asset Management (EAM) Program Business Partner Operations, **Port Authority of New York and New Jersey Enterprise Asset Management Division**
- Technical Director, Aviation Maintenance and Asset Management Best Practices, **New York/New Jersey**





MUNICIPAL INFRASTRUCTURE LEAD

SCOTT COGAN, PE, CQM
*SENIOR PROJECT MANAGER & DIRECTOR OF
TRANSPORTATION*

24 Years of Experience

EDUCATION

BS, Civil Engineering,
University of Missouri

**CERTIFICATIONS/
LICENSES/
MEMBERSHIPS**

Certified Quality
Manager: US

Scott Cogan serves as a senior director of transportation in WSP's Kansas City, Missouri office and the civil lead for WSP's Kansas City, Lincoln, and Wichita offices. He also serves as the regional quality manager for WSP's Central Region, consisting of 13 offices around the Midwest. Scott has 20 years of design and project management experience in the civil engineering industry. He has experience in highways, bridges, municipal streets, design-build, and quality management.

- Civil Lead, Kansas City 2018 On-Call Planning Services, **Kansas City (MO)**
- Project Manager, KDOT On-call Engineering Services, **Kansas Department of Transportation (KDOT)**
- Quality Control Manager, Dallas Southern Gateway Design-build Project, **TxDOT**
- Project Manager, Interstate 49 Frontage Road Design Services, **City of Grandview (MO)**



WATER LEAD



REBECCA BORKER, MPA

**VICE PRESIDENT, UTILITY MANAGEMENT
PRACTICE LEADER - WATER**

27 Years of Experience

EDUCATION

Watershed Hydrology
BS, University of
Arizona, AZ

Master Public
Administration,
Seattle University, WA

Lean Six Sigma
Management Green
Belt, University of
Washington

Rebecca Borker is leading WSP’s Water Utility Management Consulting Practice in the Pacific Mountain West District. She is also the Branch Lead for the Pacific Northwest Branch of Institute of Asset Management – USA (IAM-USA). Rebecca is a strategic, collaborative leader and brings a wealth of knowledge and experience from working in the Public and Private Sectors. She is well-versed enhancing collaboration and partnerships with stakeholders across business lines to meet business needs. Rebecca is committed to meeting the needs of clients and the communities they serve by providing a future ready approach tailored for the client. This entails helping clients identify and address infrastructure and/or organizational issues by proposing realistic solutions that meet their current and future business needs/objectives.

- Technical Expert, Thurston County Storm, and Surface Water Utility Comprehensive Study, **Thurston County Public Works (WA)**
- Water Task Lead, Risk-Based Lifecycle Cost Alternatives Analysis, **City and County of Honolulu (HI)**
- Project Manager, Sewer Pipeline Condition Assessment Business Process, **Portland Bureau of Environmental Services (OR)**
- Quality Assurance and Control, Colorado Department of Public Health - Environment Lead and Copper Service Line Technical Assistance Program, **Colorado Department of Public Health (CO)**



2. ORAL PRESENTATION

WSP acknowledges and is prepared to conduct an oral presentation of our qualifications and plans if the City of Santa Fe requires.



3. MANDATORY SPECIFICATION

UNDERSTANDING & APPROACH

Santa Fe—the *City Different*—is comparatively ancient in America but its legacy goes back much further than what is classically understood to be Santa Fe’s founding by the Spanish. Indigenous peoples have lived in Santa Fe and well beyond for millennia, shaping what is today and what it can be tomorrow. Other cultures have and continue to shape the city. Santa Fe is known for its historic downtown, the Plaza, arts community, natural setting and more. During the 20th century, it also developed much like cities across the United States, with production-built suburban neighborhoods served by roads designed for the automobile and unfortunately, exclusionary practices. It is the capital of New Mexico—the oldest capital in the United States—yet its economy is predominately tourism and government. There are vast economic disparities, a lack of attainable housing and limited mobility choices. Santa Fe is a wonderful, magical place that experiences challenges similar to many cities but its history, diversity and being Different gives it many opportunities other cities lack. An updated General Plan can help focus the community in heading toward a common vision to capitalize or create opportunities and innovatively solve challenges.

- SANTA FE’S FY2023-24 BUDGET GOALS**
- More and attainable housing
 - Parks and neighborhood amenities
 - Family-friendly and neighborhood focused
 - Growth that is consistent with and protective of Santa Fe’s way of life
 - Sustainability as a watchword of the City
 - Invest in supporting the workforce, growing opportunities for all
 - A better future
 - Sustaining innovations
 - A just Santa Fe

It Is Time for an Overall Update and Focusing on Strategic Areas

Much about the 1999 General Plan undoubtedly remains valid and useful, but its vintage is still 1999—all agree it’s time to comprehensively update the General Plan. Some changes will be applicable citywide. Others will focus on strategic areas due to opportunities, challenges and identified priorities. Both scales will be determined during the process—a process that WSP has designed to be highly effective in updating the plan.

Increasing Cultural Awareness

Santa Fe’s Culture, History, Art, Reconciliation and Truth (CHART) process was and continues to be a pivotal epoch for Santa Fe that is still playing out because there is much to do. Updating the General Plan is part of that process of atonement and meaningful, tangible change to reflect Santa Fe’s rich cultural tapestry, regardless of power and wealth. Too often General Plans focus on growth and development. Neither will be occurring across most of the developed city. A General Plan must be broader to maintain, enhance, mitigate, change, improve, and accommodate for today and tomorrow in a manner that is guided by Santa Fe.

Diversification to Inclusively Serve Diversity, Increasing Access to Opportunity

Like most American cities, Santa Fe needs more diversity of housing types in the right places and coordinated with more mobility choices. Both are critical, leading ingredients to increased economic diversity. No city is “built-out.” Cities are always changing and some areas are well-suited to change. Some change is needed to seize opportunities and address challenges. How that change is sustainably and equitably accomplished is a key indicator for the success of this General Plan Update. A thoughtful process, backed by technical work and engagement with deep experience is what the WSP team provides to support the City.

Regionalism for Collaboration

Santa Fe has far-reaching influence, from Albuquerque to Los Alamos; Taos and Espanola; many pueblos; and the County and MPO. That represents a lot of potential resources warranting stronger collaboration. The General Plan can suggest what is possible, with an implementation plan and governance framework to facilitate regionalism. Transit and housing are two examples of how a regional approach can improve quality of life and advance a more just Santa Fe.

Stewardship, Wellbeing, and Resiliency in Harmony with the Environment

Santa Fe sits within a dry climate that is warming and drying. This has stressed water resources in particular today, with more stresses coming with a changing climate. WSP is a leader in resiliency, sustainability, and equity because we envision, plan, design, and deliver transformational infrastructure projects—actual projects, not theories that sit on a shelf.

A FEW THEMES IN OUR TEAM'S SCOPE OF WORK

Clearly Defined Process and Governance

Scenario Planning to Promote Consensus Building

Implementation to Drive Outcomes and Capital Programming

Digestible and Streamlined Document to Ease Everyday Usage

Technological Innovations Begin Now



INTRODUCTION TO PROPOSED ALTERNATIVE PROCESS

The RFP offered the opportunity for proposers to illustrate critical and strategic thinking by suggesting an alternative process. **WSP is proposing an alternative process, outlined in the table below, with a crosswalk table showing the relationship between the process in the RFP.** This process is proposed to allow a progression of steps to create the building blocks that can effectively result in consensus building. By aligning to a stepwise, building blocks approach, evident stage gates are defined to establish a clear milestone with interim decision-making. Deliverables and a readiness review are aligned to these stage gates at which the Planning Commission and Governing Body will be asked to confirm readiness to advance into the next step. This process also allows the project to potentially be completed much faster—2.5 years instead of four—because of its progressive characteristics, project management rigor and alignment with the public review process. This approach can and will still be coordinated with the Land Development Code (LDC) Update. It is important that the General Plan Update be completed timely due to its vintage, urgent need for updating and to support informing the details of the LDC Update, as the LDC is an implementation tool guided by the General Plan. General Plans are higher level documents, with less detail than land use codes, so it takes less time to complete. A four-year work program risks community fatigue, evolving issues, and missed opportunities. Interim LDC regulations can be deployed, pending completion of the LDC, to ensure linkage between the updated General Plan and eventual LDC update.

Table 1: Proposed Work Plan Steps	CY2024			CY2025			CY2026				
	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
STEP 1 Mobilization and Understanding											
STEP 2 Vision and Goals											
STEP 3 Scenario Planning											
STEP 4 Development of Preferred Plan											
STEP 5 Work Program and Funding Plan											
STEP → FORWARD Governing Body Action + Implementation and Evaluation											
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication											

Table 2: Crosswalk to RFP Work Plan	Phase 1	Phase 2	Phase 3
STEP 1 Mobilization and Understanding	Task 1 Task 2 Task 3	Task 4 Task 5	
STEP 2 Vision and Goals			Task 7
STEP 3 Scenario Planning			Task 6
STEP 4 Development of Preferred Plan			Task 7
STEP 5 Work Program and Funding Plan			Task 8
STEP → FORWARD Governing Body Action + Implementation and Evaluation			Task 9
STEP ↻ ONGOING Administrative Coordination + Engagement and Communication	Task 1	Task 1 + Task 4	Task 1 + Task 4

FOUNDATION: THE FIRST BUILDING BLOCKS ARE LAID HERE

What’s missing and where? Who is it for and how will it help them? What are we trying to deliver and how will it be provided?

These are excellent questions the RFP posits and are critical building blocks, along with the basics that demand attention in Step 1: Mobilization and Understanding.

STEP 1: MOBILIZATION AND UNDERSTANDING

This step is when the project is initiated, concluding the procurement process with a notice to proceed. Every step is important to advancing the General Plan Update with consensus. This step matters because it gets the project organized; undertakes an assessment to establish its purpose, need and potential with greater specificity; and identifies early guiding themes from which to support visioning and goal-setting. Foundational building blocks resulting from this step include:

- **Project Management Plan:** the playbook for undertaking the General Plan Update, which includes the scope of work, schedule, budget, organizational chart, decision-making and more.
- **Assessment Report:** a compendium that methodically studies existing conditions, trends, and themes using an evidence-based approach and further informed by public engagement.
- **Public Engagement Plan:** sets forth the strategies and tactics for communicating, educating and engaging myriad audiences.
- **Digital User Interfaces:** internal - and external-facing digital tools to manage, communicate and engage on the project.
- **Templates:** templates that provide a common communications vernacular for consistency and quality.

The revised General Plan must bring together multiple and overlapping goals in one comprehensive plan to capture the desired vision and choices related to Santa Fe’s future. The plan will integrate transportation, housing and developments to meet community, economic, financial, and sustainability goals. To achieve the goals of the revised General Plan, we will build on past studies and plans tested against an understanding of existing conditions and analyze a full range of issues and challenges facing the City. The existing conditions and trends documented as part of this step will be the basis for an Assessment Report that will establish a baseline analysis of existing conditions. The WSP team will map and characterize existing conditions.

The **Assessment Report** will include the topics identified in the RFP and highlighted in detail herein, including from initial public engagement findings and the LDC Foundations body of work. It is important to have a clear understanding of what has already been accomplished in Santa Fe since 1999, the underlying fundamentals of the community, and how the General Plan Update can best address critical issues and opportunities. The Final Assessment Report will identify the following:

- Summary of existing conditions, trends and engagement findings,
- Identification of relevant planning issues in each subject area including issues identified through the public engagement process,
- Identification of short- and long-term needs and desires as defined by Santa Fe communities,
- Narrative description of steps that can be taken to address findings within each subject area, and
- Policy implications and recommendations for the General Plan.

The comprehensive Assessment Report will synthesize the analysis for each subject area, build upon the goals, strategies, and programs already defined, and incorporate the public engagement



input that will serve as a community atlas. As a community atlas the Assessment Report will serve as a base line of understanding and a foundation to inform Scenario Planning and the content of the General Plan Update. The policy implications and recommendations for the General Plan will be clearly defined as a chapter within the Assessment Report to ensure a clear transition between project steps and all existing conditions, trends, and engagement findings are incorporated into the General Plan Update.

REVIEW OF PRIOR PLANS & STUDIES & EXISTING POLICIES

As a starting point, the WSP team will review prior plans and studies provided by the client to understand the existing conditions and planning goals for the City. We will also review and summarize existing policies that will influence future growth and the feasibility of development. It will be important that the General Plan Update reflect prior decisions and public feedback rather than starting completely anew—respectful of the past and present. Based on this review and summary, we will identify opportunities, issues and summarize key findings that will be incorporated into or influence the recommendations in the General Plan Update.

BASE MAPPING

A crucial first step of the effort to update the General Plan involves gathering base mapping information to facilitate an analysis of existing conditions and trends. This foundational step is essential for understanding the current state of the city's infrastructure, land use, and demographic patterns, providing a solid basis for informed decision-making in the planning process.

To initiate this endeavor, our team will integrate existing geographic information systems (GIS), satellite imagery, and

ground-level surveys (where appropriate) to create a comprehensive spatial database. GIS technology will play a crucial role in mapping and analyzing the spatial relationships among various elements, such as land use, transportation networks, public facilities, and environmental features. This comprehensive mapping effort will not only capture the static aspects of the city but will also incorporate dynamic elements, allowing for the examination of trends over time.

We will coordinate with City GIS staff to ensure the data and map templates are compatible with the City's existing GIS resources. Our team will employ ArcGIS Pro 3.x for data analysis and mapping, along with ArcGIS Online and other Esri products as needed. The robust base mapping will serve as a foundation for the existing conditions studies review and other remaining tasks.



CITY OF RACINE COMPREHENSIVE PLAN 2050
WSP uses GIS technology to map and analyze various elements.



REGIONAL TRENDS

An endeavor of this importance must be based on solid, factual market information so that the recommended typologies, development, preservation, and enhancement strategies are not just grounded in reality but are also credible and can be supported by a wide range of implementing partners and private investors.

We will prepare a thorough and objective citywide market analysis and forecast to ground the community conversation and visioning process and to form the basis of the resulting implementation strategy. The goal is to present a readable and engaging story of where Santa Fe has been, how it is projected to grow and change, and which external forces and trends are likely to shape its future. Information will make significant use of maps and infographics for use online, in print, and at presentations. Elements of the market and trends analysis will include:

- Mapping of existing uses and conditions
- Demographics (Census-based data) across all relevant indicators, showing historical trends and future forecasts where possible
- Real estate market conditions (rents, vacancy, absorption, etc.) for office, retail, hospitality, and residential uses
- Visitor behavior analysis (Placer.ai cell phone data)
- Post-COVID office and retail trends
- Impacts of regional, state, and national economic conditions on housing and commercial markets
- Housing demand for both rental and ownership (affordable and market rate)
- Opportunity site identification (vacant, underutilized)
- Planned/proposed projects



LAND CAPABILITY ANALYSIS

Using data available from the City and other public sources, we will prepare a land capability analysis to guide growth scenario planning and development capacity. This analysis will inform the public about areas within the city that are well suited to accommodate growth and change, and areas that should either be avoided or require significant coordination. Data layers that we will consider include:

- Topography
- Utilities and Infrastructure
- Agricultural Lands
- Rivers and Arroyos
- Surface Hydrology
- Flood Plains
- RailRunner Stations and Transit Stops
- Santa Fe Trails Bus System
- Bikeways and Trails
- Parks and Open Space
- Annexation Areas
- Airport Clear Zones
- Historic Boundaries



WSP provided engineering design and construction services for the Acequia Trail Underpass in Santa Fe to provide safe and efficient connectivity of the Acequia Trail. Services included a Detailed Evaluation of Alternatives Study, which evaluated feasible alternatives such as bridge, underpass and at-grade crossing options, preparation of the Type Selection Report to evaluate structural alternatives and select the final structural system for the underpass, preliminary and final design, and full construction management and inspection services.

We engineered an innovative underpass structure to be constructed from the top down, incorporating prefabricated elements to speed up construction, minimize delays and disruptions to the public, and fit the design to site-specific conditions.

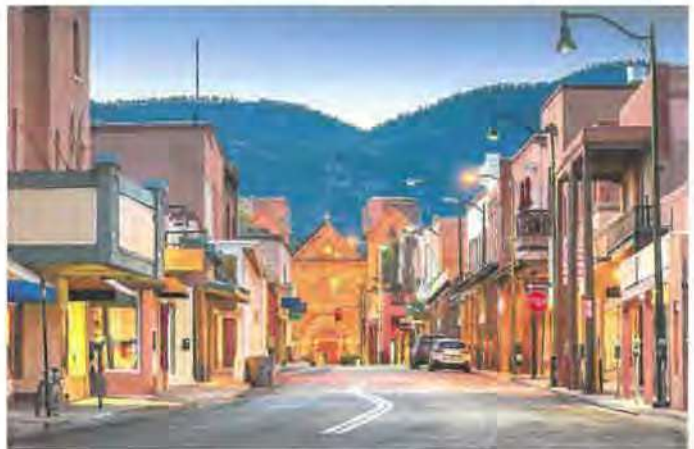
EXISTING LAND USE DEVELOPMENT

Santa Fe has grown significantly since the 1999 General Plan, and an analysis of what exists today is critical to determine how much land is available for potential new development, infill, and redevelopment. Our work will include an analysis of existing land uses and development, with a focus on understanding what exists today and what opportunities might be available. We will use available GIS data on zoning and land uses to map the existing development and use patterns, with a focus on identifying potential opportunity areas. Using the mapping and an analysis of the development code, we will identify infill and redevelopment opportunities that might exist. The Existing Land Use and Development section will be a comprehensive review of all land use types and

will detail the amount and type of development that is possible under the existing adopted policies and regulations. The LDC update work products will also inform this section. We will couple this information with an understanding of the fiscal sustainability work our team is completing to provide a report that details opportunities for new development, including infill and redevelopment. This information will enable the city and community to begin to prioritize development types and locations in future engagement stages.

NEIGHBORHOODS

Defined by character areas, land uses, key transportation corridors, and existing neighborhood associations, we will develop an official Neighborhoods and Districts map for the City. This map will consider the built form, natural characteristics, development density, the positioning of land uses and their adjacencies, and other character elements that define distinct neighborhoods of the city. The Neighborhood and District map can be a useful tool in overlaying demographic and other data to determine defined areas of need in future policy and funding scenarios.



FISCAL SUSTAINABILITY

Our work will incorporate a fiscal sustainability strategy to ensure that the fiscal impacts of growth are captured and that proposed projects and initiatives are feasible. As with other aspects of the General Plan Update, this work is intended to be



educational and data-driven so that the visioning process is provided with objective data to inform growth alternatives.

Working closely with Santa Fe GIS and Planning staff, we will develop a baseline model to analyze various fiscal attributes of land and property throughout the city. As different attributes may be more or less useful to different parts of the planning process, we anticipate developing a flexible model that can be adjusted quickly to illustrate different fiscal dynamics. Likely attributes to be analyzed and mapped will include:

- Property value per acre (including both land and improvements), expressed as a value per acre;
- Improvement to land value ratio (to illustrate potentially redevelopable or underutilized land);
- Tax generation per parcel (incorporating tax-exempt properties) to illustrate fiscal impact to the city and other taxing jurisdictions;
- GRT and other employment-based data to understand the impact of business activity (as available from the state and aggregated to ensure confidential business activity is not disclosed);
- GIS mapping to illustrate patterns throughout the community, combined with land use, zoning, transportation, and other data layers to understand fiscal dynamics.

During Step 3, this data will further be used to enable the scenario planning to output fiscal impacts with each alternative.

URBAN DESIGN

This analysis will focus on elements that will contribute to Santa Fe’s image as a great place to live, work and play. Public elements could include street character, street lighting, view corridors, and identity enhancement elements, including landmarks and gateways. Private elements could include parking treatments, development patterns (site planning criteria), and development character (building and landscape criteria). We will

summarize the findings in an urban design analysis to understand the qualities that are unique to Santa Fe and identify the potential for placemaking. As part of this assessment our team will conduct a field visit and a visual survey. Site survey findings will be documented with maps, photographs and a short-written description.



An urban design assessment will investigate the existing built form, including the public realm, of key sectors, special planning areas, gateways, and other important districts to identify the characteristics that either support or detract from quality development, economic vitality, social vibrancy, and civic identity. This analysis will be used in public engagement to inform spatial qualities and building form that are important to the successful implementation of development types in different land use and character zones – specifically related to city character, sector, and special area planning. Items that we will catalogue in this assessment include:

- Urban forestry
- Streetscape composition (including materiality)
- Public art, lighting, and amenities
- Landscape
- Building height and scale
- Building articulation
- Plazas and civic spaces
- Utilities
- Street composition
- Natural areas and areas with potential for restoration into the natural environment



TRANSPORTATION

Since the development of Santa Fe’s General Plan in 1999, the transportation network and connectivity has drastically changed. The range of mobility options, how transportation is used, and the need for more interconnected and responsive options for moving in and around Santa Fe have changed. It is important that the city is prepared to adapt with changing transportation needs and priorities and to leverage new transportation technologies and funding programs. This will help Santa Fe expand its network of safer, more affordable, and reliable mobility options that will also increase accessibility and ensure equitable access to community services and employment.

A review of existing transportation studies and plans identified by the City of Santa Fe (multimodal transition plan, bicycle/ped/transit plans, sustainability plan), along with the MPO’s recent work on complete streets, will provide WSP with a solid understanding of the community’s ideas and initiatives to expand mobility choices and create a more accessible city. A matrix will be created to ensure we integrate transportation recommendations with the goals and objectives of each existing plan and study.



The Cerrillos Road project from Saint Francis to Saint Michaels is a highly constrained corridor. The WSP team used a context sensitive design approach to prepare a complete streets solution that balanced safety, multi-modal needs, economic vitality, and environmental stewardship, including stormwater management. WSP was instrumental in forming a Project Study Team consisting of NMDOT, City of Santa Fe, Santa Fe Municipal Planning Organization, and consultant members to foster a holistic view towards meeting the needs of all agencies. Multiple public meetings and significant public and agency outreach efforts were part of the WSP efforts to date.

Using available data and material from the City, an inventory of the existing network characteristics will be compiled that can include streets and roadways, transit routes and stops, rail lines and stations, and bike and pedestrian pathways. Demographic and household trends data impacting transportation conditions will also be compiled and assessed using innovative and interactive web-based mapping applications. These tools assist us to identify travel conditions and to verify current transportation deficiencies and opportunities. From this analysis, our team will identify key performance indicators and develop improvement targets for the City to measure its mode-shift progress as it implements mobility and accessibility planning recommendations.

The **Transportation section** will be a comprehensive review and assessment of the city’s multimodal transportation network that will provide a baseline of information on existing transportation conditions and services, and detail the key issues, barriers toward progress, and long-range transportation goals. The report will also provide specific data analysis and recommendations that are fiscally responsible and immediately implementable.

PUBLIC & PRIVATE UTILITIES

The General Plan Update will closely examine the intersection between growth policies and public and private utilities and services such as water, wastewater, electricity, and gas. Consistent with the 1999 General Plan themes, sustainable growth, quality of life, and affordable housing remain key considerations for the future of Santa Fe. Demand, quality, and availability of public and private utilities are primary considerations for new development and recommended growth patterns within the city. The existing conditions analysis will include a review of baseline conditions and projections to understand the availability and need for public and private utilities in different growth scenarios. Payment methods for future public and private utilities is an additional guiding consideration that will be examined. The utilities report will be comprehensive and future-focused, specifically with City of Santa Fe water, wastewater, and stormwater utilities.



Climate change and resilience are key trends related to the availability of water and energy sources in the near and short-term future. The city budget provides evidence to Santa Fe’s commitment to sustainability and being at the forefront of renewable energy and forward-looking water planning including conservation and reuse. The transition to clean energy sources within New Mexico includes solar, wind, and geothermal. As detailed in the City of Santa Fe Water Storymap, climate change is expected to reduce streamflow and mountain snowpacks throughout the southwest. Since 1995, Santa Fe has had great success in reducing water demand through conservation even with a 25-percent increase in population served. Through a pro-active water management approach, Santa Fe prioritizes using surface water when available to preserve groundwater for drought conditions. Combined with the steady increase in demand through conservation, groundwater aquifers continue to recover from past practices of excessive pumping.

Today, water is provided to the city from four different surface water and groundwater sources. The existing conditions analysis will integrate key ongoing efforts within the city including the near-term 5-Year Water Conservation and Drought Management Plan and the Santa Fe Water 2100 – a long-term Water Resource Plan to provide a comprehensive view of Santa Fe’s management of water resources. The intersection with other initiatives such as the Santa Fe Living River ordinance that supports the Santa Fe riparian corridor will also be documented. The Santa Fe General Plan Update will build upon past successes and develop a coordinated blueprint that reflects sustainable growth balanced with resource management.

WSP will identify all current utility providers (public/private) in Santa Fe, with an emphasis on City of Santa Fe water, wastewater, and stormwater utilities. WSP will review and compile any Utility System Plans and Public Works Capital Plans and comprehensively display/map the existing utility system area and proposed expansion and/

or improvements necessary to accommodate growth and other updated policies. The Team will identify any inconsistencies in land use and growth projections presented in the various utility plans. In addition, the WSP team will identify proposed improvements from existing utility and capital plans to accommodate the growth and anticipated project completion dates.

We want to ensure that utilities are planned for expansion and improvements by identifying utility service efficiencies and gaps between existing conditions and proposed land use and growth projects. Our team can assist Santa Fe to holistically understand opportunities associated with utility expansion/improvements for projected land use and population growth by providing recommendations for potential project improvement/expansion opportunities between utilities to provide less public disturbance and identify potential multi-benefit projects.

Our team has experience in developing utility policies that are consistent with comprehensive plan policies. We understand how to work with existing water utilities to identify any conflicts or deficiencies in comprehensive plan policies that may affect successful utility planning and also identify utility policies that can inform comprehensive plan policies.

HISTORICAL & CULTURAL FACILITIES

Arts, culture, and historic preservation are of crucial importance to the City of Santa Fe. Santa Fe is a community that is rich in history and cultural diversity, with strong traditions and a distinctive sense of place. These elements collectively form the foundation of a unique identity. The local arts scene is a vibrant platform for creative expression, fostering a deep sense of community and driving economic development.

Historic preservation plays a vital role in maintaining the city’s legacy, providing tangible connections to Santa Fe’s past while shaping its character for future generations. The combined efforts in arts, culture, and historic preservation make a significant



contribution to Santa Fe’s quality of life, creating a city that is dynamic, diverse, and deeply rooted in its history. As part of our scope of work, the WSP team will undertake the following tasks:

- Collaborate with ongoing initiatives, organizations, and City and State departments to prepare a comprehensive catalogue of existing and prospective arts, cultural, and historic resources across the city;
- Participate in the process of identifying, establishing, and assessing the viability of a possible Arts & Cultural District;
- Undertake an examination and valuation of historic resources, including a thorough review of the city’s five historic districts and adjacent areas;
- Investigate and evaluate cultural, prehistoric, and paleontological resources; and
- Consider outcomes from the City’s CHART process in the development of recommendations.



PUBLIC SAFETY

Public safety is a common thread that will inform recommendations and implementation policies in several of the General Plan Update elements. As defined in the city budget, safety is an overarching priority for Santa Fe. Multiple streams of revenue are available, including funds from the Federal

government, to invest in safety initiatives alongside social, economic development and job training, and community health programs. Our team will take a comprehensive view in developing the Public Safety section by exploring the intersection of several themes as they relates to public safety such as social programs, the environment, community health, and economic development. A desktop review of plans such as the City of Santa Fe Office of Emergency Management 2018-2022 Strategic Plan and the Hazard Mitigation Plan will lay the groundwork for an understanding of public safety goals, strategies, and initiatives that will inform the development of the Santa Fe General Plan Update. The WSP team will document existing conditions and trends by incorporating input from key community health and safety stakeholders such as Santa Fe Police Department and Fire Department, Office of Emergency Management and Community Services. Stakeholder and public input will help identify critical safety needs and opportunities of the city as a whole and needs of specific neighborhoods and communities.

SCHOOLS

The Santa Fe Public Schools and overall education vision and direction should align with city growth strategies as they are outlined in the Sustainable Growth Management Plan and the General Plan Update. There are also several higher education institutions within the city such as private colleges and universities, public colleges and universities, and community colleges. These higher education offerings and campuses serve as important community resources and hubs but also require partnerships between the city and schools around planning topics such as quality of life, safety, housing, community concerns, and collaboration with community service organizations. Therefore, developing a **Schools section** will be critical to understanding the existing education conditions and trends within the community. The WSP team will complete a desktop review of the Santa Fe Public Schools Facilities Master Plan Update 2021-2026 to

understand recommended capital improvements and findings. For example, the Facilities Master Plan Update includes projections that indicate that excess classrooms will continue to grow over the next ten years.

Student population shifts from the north to the southwest sectors create facility demands in the south. Transfers into the older, northern schools remain high, so the schools are utilized well in the north. Traditional middle schools and high schools are underutilized, while alternative schools continue to show an increase in demand.

In addition to obtaining input from Santa Fe Public Schools, our team will also engage with higher education institutions and other alternative schools such as charter schools. The Santa Fe Public Schools (SFPS) is undertaking a Reimagining SFPS initiative that will also provide insight on important trends to consider when developing recommendations and implementation policies. The initiative has already highlighted several themes such as the need for community schools, the importance of bilingual programs, wellness, the intersection with outdoor learning and cultural programs, and transportation mobility.



PARKS & RECREATION

A comprehensive **Parks and Recreation section** will link to several General Plan themes and existing conditions such as environmental stewardship and habitat preservation, expansion of biodiversity, arts and culture, equity, sustainable growth and provision of services, community resilience, and the role of open space within future land use and development plans. The City has over 100 existing park facilities and 170 miles of trails. The Parks and Recreation evaluation will be informed by the final Planning Area Boundary for the City’s General Plan Update and the recognition that Santa Fe is home to significant landscapes throughout the County that offer a range of recreational opportunities. A desktop review of plans such as the Santa Fe County Open Space, Trails, and Parks Strategic Management Plan (2019), Open Land and Trails Plan (2000), and the Open Space Management Plans will lay the groundwork for an understanding of the existing conditions of the parks and open spaces within the broader Santa Fe region. Understanding the future goals and initiatives within the region will inform the development of the Santa Fe General Plan Update.

Over the past 20 years the Santa Fe Open Space, Trails and Parks Program (OSTP) has moved from acquisition to resource management and providing meaningful experiences for residents within the region. Santa Fe strives to be a national leader in conservation, innovative land management, and the provision of exceptional recreation opportunities. While open space conservation remains a key priority so is the importance of providing access to open spaces, trail connections, educational programming, and context-sensitive and sustainable property management. There is also the recognition that open space, parks, trails, and recreational facilities should reflect the regional needs and user patterns within Santa Fe as they are defined in four management landscapes – El Norte, El Centro, Galisteo, and Estancia.



This understanding will be overlaid with relevant themes from the Santa Fe Sustainability Plan such as enhancing the connectivity of greenbelt and habitat corridors, watersheds and parks, and stormwater management through green infrastructure. Community Plans within Santa Fe County also document goals for open space, trail connections and environmental conservation at the community scale. Several goals and strategies within the Sustainable Growth Management Plan are also linked to parks and recreation such as community-based stewardship, education and outreach related to natural and cultural resource protection, and coordination and partnership with other landowners. Collaboration is a key theme with neighboring Pueblo of Tesuque, Hyde Memorial State Park, and federal land agencies such as the Santa Fe National Forest and the Bureau of Land Management (BLM). Management of shared borders, species, habitats, and recreation impacts is emphasized in the Santa Fe National Forest Plan. The BLM Taos Resource Management Plan recognizes the need for coordination with Santa Fe on a broader landscape-scale management approach for recreational access and biodiversity since BLM property borders several Santa Fe County Open Space properties. Collectively, these concepts and trends will be outlined in the Parks and Recreation analysis to inform the General Plan Update and provide a comprehensive and balanced approach to recreational needs and opportunities, future land development and landscape conservation.

HOUSING

LCG prepares analyses to support community housing elements as part of general and comprehensive plans for communities across the U.S. More recently, in response to the housing affordability crisis, this work has expanded to include housing action plans, which expand upon the assessment of existing conditions and needs to include strategies to encourage housing production, a broader diversity of housing types, and affordability that better matches the incomes of area residents and workers.

As part of this task, LCG will complete the following:

- Analyze population and employment trends, with documentation of projections.
- Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households.
- Collect data on type, size, cost, and age of housing in the city. Collect data on rental properties (e.g., type, size, cost, and age) and percentage of housing stock.
- Review and evaluate the current housing element and other policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions.
- Review the effectiveness of current programs, development regulations and permitting processes related to housing development.
- Review land capacity analysis and ability of existing zoning to provide for housing needs and all income brackets.
- Identify areas that may be at higher risk of displacement from market forces.
- Conduct research and assemble findings following the most current New Mexico legislative policies related to housing.

ECONOMIC DEVELOPMENT ASSESSMENT

Our partner, LCG, understands development economics and the market realities of economic prosperity. Whether operating at the citywide level or addressing downtown Santa Fe or a specific neighborhood, we will ensure that goals and policies pertaining to housing and economic development are implementable and feasible. Our analysis will specifically address issues that are relevant to Santa Fe given its role as a state capital and tourist destination.



These issues include:

- Preserving and enhancing Santa Fe’s cultural authenticity while capturing economic opportunities to provide family wage jobs to its residents;
- Enhancing and sustaining the downtown as a community amenity and economic driver;
- Nimble navigating rapidly changing economic trends in ecommerce and industrial development to maximize job and investment opportunities;
- Understanding the role that affordable housing plays in maintaining an economically competitive city; and
- Other issues and strategies that emerge from the community visioning process.

As with the population and demographic trends analysis completed earlier, we will prepare a thorough baseline data set that tells the story of Santa Fe’s current economy, where it has been, and

where its future opportunities lie. This work will include a detailed assessment of:

- Employment trends;
- Major industries and employers;
- Key opportunities for job creation and growth;
- Key indicators such as education, wages, unemployment, industry clusters, and other data points; and
- Emerging trends that impact economic vitality such as the rise of ecommerce, demand for warehousing and distribution, work-from-home impacts on office demand, and the role that housing unaffordability plays on business recruitment and success.

ENVIRONMENT STEWARDSHIP/ NATURAL RESOURCES

Santa Fe’s General Plan developed in 1999 supports the overall message of Natural Resource Conservation of the time, however, in 2023 these ideas have evolved and grown. The City of Santa Fe is an environmentally friendly community, and it is imperative that the city is prepared to adapt to the protection and conservation of biological and natural resources, visual resources, natural landscapes, and landmarks. Doing so will aid the City of Santa Fe to be more environmentally conservative and conscious. Biological and habitat conservation has grown, with our ever-evolving world, to include permitting, management, and mitigation of natural resources, clean waters, visual and sound responses, threatened and endangered species, air quality, and how the public is responding to these changing challenges.

A review of existing natural resource management, conservation policies and plans identified by the City of Santa Fe (quality of life and sustainable growth) will provide WSP with a solid base of the community’s ideas and initiatives to expand the growth of environmental stewardship and natural resources management.



A review of the existing general plan, existing natural resources management, and conservation policies will allow WSP to advance a new City of Santa Fe General Plan that is constructed around the habitat and biological communities within Santa Fe. The new plan will allow Santa Fe to lessen their development impacts to biological and cultural resources.



This section of the Assessment Report will be a comprehensive review and assessment of the city's environmental community that will provide a baseline of information on existing natural resources habitats, communities, wetlands, land use and use those concepts to create a centralized general plan with the modern practices and policies. The Report will also provide specific data analysis and recommendations that are fiscally responsible and immediately implementable.

 **SMART CITY VALUE-ADD**

WSP's Smart-City technology team will participate in city planning charrettes and lead all technology and data-driven conversations to help in WSP's understanding of existing conditions. This helps us to develop future integration opportunities which enhance resident experiences and operational efficiencies for the City.

The goal of these charrettes is to understand current operations, dataflows, ownership of data, identification of operational data, process pain points, shortcomings of data management/ collection, and future goals for data sharing, integrations, and information access.

For the Assessment Report, WSP's Smart City Team aims to clearly outline, through charrette outcomes, the opportunity data presents to the City. Outcomes dependent, we expect to present the City's desired improvements in data quality and the potential information sharing practices have for the City in terms of automation efficiencies.

This will begin with a distillation of charrette results and a review of existing documentation, including select City plans listed in the RFP. Further to the workshops, the WSP Smart City Team will request the following documents in its review of City documentation as well: City Data Management Policies, IT infrastructure documentation, cybersecurity policies, smart city initiatives, and the City network architecture, if these exist. **Altogether, the charrettes and documentation review will provide a foundational understanding into workflows, challenges, and needs.**

Based on this understanding, our team will summarize the data collection methods and information sharing landscape to outline the specific strengths and opportunities in the existing City organization. By further delving into data security measures required for compliance and ongoing smart city initiatives, the assessment will capture a holistic picture of the City's current technological and operational state.

This summary will become an assessment of current gaps in data collection practices, information sharing protocols, and the level of automation in department workflows. The gap analysis will identify areas requiring improvement, setting the stage for strategic recommendations aligned with the City's overarching goals in modernizing its General Plan Update.

Importantly, the Assessment Report will begin to answer the pivotal question posed by the City: **“What’s missing & where?”**

Ultimately, the Assessment Report serves as a valuable guide for targeted enhancements across the City’s data sharing and information access landscape.

MUNICIPAL INFRASTRUCTURE & ASSETS

WSP showcases its proficiency in municipal infrastructure through a comprehensive approach to asset management programs. In response to the evolving demands on urban infrastructure in rapidly growing cities, we collaborate with municipal agencies to conduct thorough asset management maturity assessments and formulate strategic directions for enhancing their asset management programs.



WSP’s capabilities extend to the development of maturity assessment reports, synthesizing key findings and proposing improvement actions based on stakeholder consultations. The firm plays a pivotal role in crafting asset management improvement roadmaps, outlining high-priority initiatives for implementation over the short and long term. These roadmaps include detailed work plans for prioritized initiatives and overarching schedules for their phased implementation.

A significant aspect of our expertise lies in establishing Strategic Asset Management Plans, providing clear guidance for municipal agencies, and steering the evolution of their asset management programs. Additionally, our team facilitates strategy and visioning sessions, fostering discussions on

current asset management drivers, defining goals and objectives, and delineating long-term desired outcomes.

The outcomes and benefits of our collaborations are transformative. They lead to a cohesive understanding of asset management visions, goals, and objectives across organizations, aligning strategic goals with asset management activities. This approach enhances accountability and transparency in decision-making, ensuring the responsible and sustainable allocation of resources.

Our contributions lead to the establishment of clear roles and responsibilities within asset management programs, fostering engagement and ownership of activities, and promoting a culture of collaboration and consistency. The projects contribute to increased consistency in how assets are managed, enabling systematic evaluations of asset conditions and needs.

Our team’s expertise in municipal infrastructure shines through its collaborative efforts, demonstrating a commitment to advancing asset management practices, optimizing resource allocation, and fostering a culture of accountability and collaboration for the benefit of urban communities facing rapid growth.

INSTITUTIONAL STRUCTURES

The new plan must foster regional collaboration, represent a wide and diverse-cross section of residents and be ready to be implemented to address the challenges the Santa Fe region faces today and may face tomorrow. The updated plan needs to foster collaboration among all of the parties who are under its umbrella – both its regional partners and internal agencies and departments. It should make the region’s goals and vision - and the corresponding projects that would flow from those goals and visions – so clear, understandable, and actionable that Santa Fe will become a stronger candidate for many of the discretionary federal funding programs that are flowing from the recently passed infrastructure and climate bills.

However, a plan is really just paper on the shelf unless the parties responsible for making it a reality have agreed to the overarching goals; a clear



delineation of roles and responsibilities; and there is agreement about how decisions will be made. We know that Santa Fe is looking for a plan that can – in practical and real-world terms – address the community’s challenges. Therefore, we believe that it is essential to develop buy-in and get the processes right on the front-end – it is better to take the time to define goals and objectives so there is clear understanding of where the process needs to go than to start searching for solutions that do not necessarily meet the ultimate goals of the city. We look forward to working with Santa Fe and its partners and stakeholders on a process that guides the development of the General Plan update and improves collaboration and decision making among the regional entities who are crucial to the city’s success and within the internal agencies and departments who are responsible for the development and delivery of the city’s plans and programs.

First, the key regional players and stakeholders must be brought together to agree upon a shared vision and goals that will inform their collaborative regional approach to problems. Solutions rarely end at convenient political boundaries, and we need to ensure that the region is working in a unified manner to set goals and priorities. As part of the process, we could also explore current decision-making structures and recommend improvements or enhancements as appropriate. We will work with the Santa Fe Project Manager to identify the key stakeholders, but recognize that this should include local, regional, state, and federal agencies who are essential to delivering funding and projects.

Second, it is also essential that all relevant Santa Fe agencies and departments are also working from a common understanding to ensure that the vision is at the forefront and remains implementable and actionable. There are various key departments, such as Public Utilities, Public Works, Community and Economic Development, and Community Health and Safety that have a role in determining which projects can and should move forward in the city. We want to work with the departments to make sure that from a capital planning and programming perspective, there is a common agreement with and appreciation of the goals of the process, so that everyone understands

the direction that the city wants to go in and decisions are made through that lens.

Third, developing a governance model is not just an end-product to be used, there needs to be a process to manage the actual preparation of the update to the General Plan.

- How will decisions be made?
- How will competing interests be prioritized?
- How will voices be heard and decisions be made?

As part of the process, we will partner with Santa Fe to ensure an inclusive process that delivers an updated General Plan that meets the goals of the community and can then be acted upon.

DIGITAL USER PLATFORM

WSP proposes the development of a digital spatial platform to be the main gateway for stakeholders and the public to access mapping related information from the General Plan Update. Additionally, the platform will feature a dedicated engagement section (sometimes referred to as online civic engagement), strategically positioned as the hub for digital interactions related to the Planning Department. This section will facilitate public input, and surveys, fostering a sense of community involvement in the planning process. The integration of interactive tools, such as mapping widgets and comment features, will enable users to provide feedback directly on the platform, ensuring a more inclusive and participatory approach to city planning. The primary objective is to streamline access to key spatial information, enhance communication, and promote transparency.

The heart of this solution lies in the development of a user-friendly online portal that serves as the digital gateway to the General Plan. Leveraging Esri’s cutting-edge GIS capabilities, our platform will provide an intuitive and visually engaging interface for users to explore the General Plan in a spatial context. Users, including city staff, stakeholders, and the public, will have the ability to navigate through different layers of information, accessing key details related to land use, infrastructure, and socio-economic data.

PLATFORM ARCHITECTURE

The platform will be built using an ArcGIS Hub Site connected to the city’s existing ArcGIS Online or Portal instance. This setup will allow the city to share web maps and applications highlighting key aspects of the GPU and other planning related data along with a mechanism to share spatial datasets with stakeholders. Key aspects of the development of the Hub site include the creation of the hub site itself, a web mapping application to view the GPU and other spatial data layers, and a data portal for users to access and download specific data layers from the city. This innovative platform aims to enhance transparency, collaboration, and engagement among staff, stakeholders, and the public, while providing robust backend capabilities for efficient management by the Planning Department. On the backend, our proposed solution includes a robust, ArcGIS Dashboard designed specifically for City staff. This interface will empower staff members to run reports, analyze engagement data, and manage the platform efficiently. The backend system will be equipped with advanced reporting tools, data visualization capabilities, and user management features to streamline administrative tasks and enhance the overall effectiveness of the Planning Department’s operations. To achieve this, WSP will undertake key tasks:

PRELIMINARY DATA AND SYSTEM ASSESSMENT

First, an in-depth assessment of the existing system will be conducted to evaluate the current infrastructure, spatial datasets, stakeholder needs, and future goals of the site. Included in this assessment will be determining how existing city datasets will be migrated into the platform at the parcel level. Collaborating closely with the planning department, WSP will gather requirements and define clear goals for the Hub site. The process will involve interviews with planning department staff and benchmarking against industry best practices. Based on the assessment, WSP will gain insights into the department’s unique needs.

STRATEGIC ROADMAP

Following the needs assessment, WSP will create a strategic, phased roadmap for the Hub site and

spatial data management within the department. This roadmap will guide the development of key data layers and the Hub site, ensuring that the GIS system is developed in a way that provides lasting value to the city and supports its long-term vision for developing and sharing planning related spatial data, within the budget available for the General Plan Update.

DEVELOPMENT OF THE HUB SITE AND MAPPING APPLICATIONS

Next, the design and development process will commence, ensuring that the site is user-friendly, secure, and efficient. Regular communication with department staff will be key to ensuring development is responsive to evolving needs. By establishing this central portal, both city staff and the public will benefit from improved access to essential information, fostering a more informed and engaged community.

Several of the maps currently available on the city’s GIS Services and Products website could be combined into a parcel and zoning application, which would give members of the public a single-stop application for viewing essential property details such as the situs address, Assessor’s Parcel Number (APN), assessed value, zoning classification, land use information, planning zone updates, and demographics based on Esri Tapestry Segmentation data. Customized pop-ups will contain links to the city’s other information systems, such as tax cards or assessor’s databases as appropriate. The aim of this application is to enhance efficiency and improve public interactions with parcel and zoning related data.

DATA UPDATE AND LINKING

The development of a Hub site and primary mapping application are only useful insofar as the underlying data is of high quality and is kept current. To achieve this, several key actions will be taken. First, WSP will review existing workflows to make sure that the data layers feeding the applications are maintained and current. This will be done in a way that minimizes disruptions to the city’s existing workflows by automating data transfers or data enrichment as much as possible.

Second, integrating data from different sources is crucial for maintaining consistency. WSP will design

mechanisms to synchronize parcel and zoning data seamlessly. For example, when a property undergoes rezoning, the app will reflect this change promptly within the attributes of the parcel data and/or web application popups related to a given parcel. Similarly, any modifications to parcel boundaries or land use classifications will be synchronized across relevant systems to the extent feasible.

Third, quality assurance measures will be implemented to validate the accuracy of updated data. This includes cross-referencing information with official records, conducting spot checks, and flagging discrepancies promptly. The goal is to provide reliable data to city staff, developers, and the public, ensuring informed decision-making.

Finally, WSP will explore opportunities to link related datasets beyond parcel and zoning data. For instance, integrating property tax records with parcel information can enhance financial planning and revenue forecasting. Similarly, connecting zoning data with environmental factors (e.g., flood zones, soil quality) can inform land use decisions. By prioritizing data accuracy, synchronization, and integration, WSP aims to create a robust foundation for future applications and informed urban planning within the City of Santa Fe.

EXPAND FOR ADDITIONAL APPS IN THE FUTURE

WSP recognizes the need for scalability and adaptability in the City of Santa Fe’s digital infrastructure. To prepare for future applications, WSP proposes that the Hub site be designed with flexibility in mind. Its architecture will allow for seamless integration of new mapping applications and features. By utilizing an ArcGIS Hub site and the city’s existing ArcGIS Online and/or Portal instances the site can accommodate diverse functionalities without locking the city into the use of custom applications. Additional applications or sections of the Hub site can be introduced as needed to expand functionality and address new audiences. By adopting these principles, WSP aims to create a future-ready digital ecosystem that supports the City of Santa Fe’s growth and enhances public services. By combining Esri technology with a user-centric design and comprehensive backend functionality,

our proposed digital platform is poised to elevate the city’s planning process, making it more accessible, engaging, and efficient for all stakeholders involved.

PUBLIC ENGAGEMENT PLAN

From our staff’s participation in community organizations to our planning and design work, WSP has built strong connections with small businesses and community relationships over the many years we have worked in and around Santa Fe.

Our team’s approach seeks to incorporate community voices throughout the planning process to develop a vision that strives for equitable and sustainable policy choices that result in a vibrant and vital future for Santa Fe. As a local firm and with our communications and public involvement lead living and working in nearby Albuquerque, WSP is deeply invested in New Mexico communities, including Santa Fe and its diverse neighborhoods. Our team’s approach is inclusive, imaginative, interactive, and centered on building relationships with community partners (CBOs). Our approach focuses on forming neighborhood-specific engagement efforts to put community first and elevate the voices of those historically underserved or excluded from planning processes. To truly co-create a general plan with the community, we will complete the following steps, which are further defined in the subtasks that follow:

- Prepare a Public Engagement Plan and equity strategy that outlines open, transparent, and multi-path communication to engage equity-priority communities, key interested parties, and the broader community.
- Include equity throughout the process by working with the community to develop an equity analysis. Establishing equity goals will help guide the planning process and support equitable outcomes.
- Form a network of compensated Community Partners to lead neighborhood-specific engagement approaches.
- Develop a project-specific brand identity and communications materials, including creating a Social Pinpoint Hub to advance the City’s engagement efforts.
- Engage the broader community through



visioning workshops, events, and community conversations.

- Prepare a community engagement and involvement/lessons learned summary and accountability matrix that captures all comments, evaluations, lessons learned, and input throughout the process. This will contribute to the City’s future efforts and support long-term capacity building.

COMMUNITY PARTNERS

A key aspect of our engagement approach is developing relationships with Community Partners to provide consistent and meaningful input through all stages of the planning process. To identify the Community Partners, we will focus on the neighborhoods and districts identified and outlined in Step 1. Community Partners will be considered based on an examination of the existing neighborhood associations and networks, community-based organizations operating on the ground, potential growth areas, and the need to include voices that have historically been excluded from planning processes. We anticipate approximately ten to fifteen Community Partners being identified to help the project team better pinpoint distinct community characteristics and challenges from a grassroots level. Working with Community Partners who understand the Santa Fe tradition and historical and current challenges of neighborhoods will aid in recruiting members, including equity representatives, to participate.

Community Partners will be selected and compensated (compensation to be determined based on PEP and is funded separately of this project budget) based on their relationships and ability to represent and engage equity-priority communities and elevate their voices. The Community Partner selection process and compensation plan will be defined with the City at Project Kickoff in Step 1.



With the support of the public engagement team lead, the Community Partners will be responsible for leading outreach meetings or events, framed as “Community Conversations,” in each of the neighborhoods. The Community Partners will help ensure communication materials are written in layperson’s terms, use language and graphical communication appropriate to the audience, and meet the City’s standards.

With the help of the Community Partners, we will seek perspectives that represent diverse interests and groups such as:

- Modes of transportation (pedestrian, ADA interests, bicycle, public transit, freight, automobile)
- BIPOC communities and businesses
- Social justice
- Neighborhood associations
- Economic development
- Arts and culture
- Urban design
- Environmental quality
- Housing groups and organizations
- Youth, LGBTQ+, and elder perspectives
- Accessibility and disability inclusivity

INTEGRATING EQUITY

To enhance our approach to existing conditions, the equity team will identify equity focused communities in Santa Fe and assess their baseline, the distance between their baseline and vision, and the priorities of their vision. We understand that equity communities often experience underrepresentation, underinvestment, being overburdened, and less resiliency to neighborhood change, and the legacy impacts of these experience may lead to a different baseline, vision, and priorities than greater Santa Fe. We also recognize the value of culture, economic contributions, diversity of thought, and other characteristics that define equity communities beyond disparities or disadvantages. First, we will review local resources provided by City Staff and conduct our own research to produce an equity analysis that identifies equity communities. This includes a quantitative element like data indicators, using tools like USDOT Transit Disadvantaged

Communities and the Climate and Economic Justice Screening, and a qualitative element that summarizes local historical context that contributed to existing conditions, and public input on their lived experiences with current infrastructure, and related programs, and policies.

The equity team will collaborate with the public engagement team to leverage the equity analysis and the requested Neighborhoods and Districts Map to inform a neighborhood-level public engagement plan. Neighborhood-level public engagement will capture insight specifically from equity communities to develop a Neighborhood Equitable Vision & Needs Assessment. Inclusive public engagement and meeting people where they are will allow us to empower and amplify diverse voices, including the Asian, Black, Hispanic, Spanish, and Native communities, as well as Santa Fe's thriving arts community. The assessment will address key areas of quality of life including housing, economic development, transportation, public safety, parks and recreation, and other themes consistent with the broader existing conditions work. The input will be organized into near, mid, and long-term goals so the City can plan for quick wins and long-term commitments that will build public trust.

Based on community conversations and our own research, the equity team will develop a community assets map layer that can be overlaid on the Neighborhoods and Districts Map. Community assets can include places of worship, green spaces, community centers, public art, libraries, health care facilities, and more that offer sense of belonging, livability, and comfort. Mapping community assets can identify places and spaces to preserve and show gaps in these offerings in some neighborhoods compared to others. The City can use this data to support development without displacement, create connected infrastructure leveraging existing nodes, and prioritize funding.

The equity team will play an advisory role in public engagement. For example, the equity analysis will

allow us to set a goal for representative participation in public engagement based on the diversity in the Santa Fe. This will help set a success metric beyond the volume of engagement efforts. The equity team will make recommendations of community leaders and organizations that represent equity communities and guide the structure for their compensation. They will also coordinate with the technical team on what content to share with the community, a format for that content that is equitably understood, and follow-up post-event to ensure input is used in refinement and decision-making.

Building an equitable, comprehensive plan requires more than just looking at maps and data. To truly plan for an equitable future, we need to understand the history and experiences of the people who live, work, and play in each of Santa Fe's neighborhoods. Effective coordination between technical team members and inclusive communication strategies, and frequent input and review from WSP's embedded equity experts will coordinate timing of inputs, balancing of opinions and development of equitable policies that will inform our planning team's work. This collaborative work will advise project staff on community priorities and identify areas of improvement such as inclusive playgrounds, disadvantaged business opportunities, or affordable housing.

Specific efforts that WSP will include to integrate equity include:

- Advising on Community Partners to engage from equity communities, ensuring inclusion of populations of people of color (e.g., Asian, Black, Hispanic, Spanish, and Native/Indigenous communities)
- Provide content for community input (equity goals, equity analysis map, equity community asset map, etc.)
- Coordinate with the public engagement team on deliberate outreach to develop the Equity Community Needs Assessment.



ENGAGEMENT TOOLS

During preparation of the Public Engagement Plan, WSP will work with the City to identify communications and engagement strategies and tools that clearly communicate the project goals, relay technical information, and provide opportunities to meaningfully influence the process, analysis, and recommendations. WSP will work with the City to determine the specific outreach activities that are needed at each project milestone in coordination with the technical work. At a minimum, we recommend the following:

- WSP will establish a multi-disciplinary, interactive platform through Social Pinpoint that will act as the public engagement hub for the project. This Social Pinpoint Hub will include opportunities for community members to provide input, stay up to date on the project, and team members to communicate project information in a graphically articulate way.
- Preparation of Community Conversation Kits that Community Partners can use to facilitate discussions, use at community events, or distribute while traveling around town or riding transit. These Kits may include project factsheets, key questions and answers, and instructions on how to facilitate the collection of valuable feedback at places people already frequent.
- Understanding that not everyone can attend a public meeting or receive a letter in the mail, we will work with our Community Partners to account for the needs of various interested parties and apply area appropriate methods to obtain community input on aspects of the planning process.
- Visioning workshops and open houses, an interactive idea board through the Social Pinpoint Hub, and project team tables at existing City and community events to inform the overall community vision and vision statements for each comprehensive plan element.

- Surveys and polls to gather feedback about specific topics as identified by the project team and City staff.

PROJECT MATERIALS & BRAND IDENTITY

WSP will create a project brand and messaging that will be used throughout the project to provide a consistent graphic identity on all publicly distributed materials including the Social Pinpoint Hub, Community Conversation Kits, notices of events and meetings, and other materials that will promote the project, inform the community, and build consensus. All outreach materials will meet City of Santa Fe standards and will be developed in accordance with the City's Public Engagement Guide. All outreach materials will also be ADA-accessible, use better-practices for design and graphical communication, and be made available in both English and Spanish. Other language needs may be identified through the Public Engagement Plan process.



Table 3: Public Engagement		General Community	Equity-focused Communities (EFC)	Organized Stakeholders	Partners	Decision-makers
STEP 1 Mobilization and Understanding	• Open house on Assessment guiding themes and findings	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Introduction to the team and work program • Stage gate readiness review	
STEP 2 Vision and Goals	• Open house on vision and goals	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Stage gate readiness review	
STEP 3 Scenario Planning	• Open house on scenarios	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Stage gate readiness review	
STEP 4 Development of Preferred Plan	• Open house on draft General Plan	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Stage gate readiness review	
STEP 5 Work Program and Funding Plan	• Open house on work program and funding plan	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Stage gate readiness review	
STEP → FORWARD Governing Body Action + Implementation and Evaluation	• Regular communication • Online civic engagement tool	• City staff engagement • EFC led conversations • Stipend community partners support	• City staff engagement	• Technical Advisory Committee	• Stage gate readiness review	

LISTENING, LEARNING, & REPORTING BACK

The feedback received throughout the public engagement process will be tracked by the project team in an Accountability Matrix, which will be used over the course of the project to record decisions and actions taken to address feedback, if any. The community feedback will be used in the reporting and analysis of key project documents as identified throughout the project lifecycle. All engagement activities will also be tracked and at the end of the project, an engagement summary, with insights and lessons learned, will be finalized. The Accountability Matrix will be included in the engagement summary to ensure transparency and accountability of the project team, and to help inform the City's future engagement efforts. Engagement findings will be incorporated into Task 5 efforts to ensure thorough and comprehensive communication of the community's vision and short- and long-term needs.

Deliverables:

- Kickoff meeting materials
- Project management plan
- Project SharePoint site

- Digital User Platform Strategic Roadmap: Launch Phase
- Social Pinpoint Hub or other online civic engagement tool
- Project communications brand, identity, supporting materials, and templates
- Public Engagement Plan, inclusive of CHART and Midtown outreach considerations
- Open house plans and materials, Community Conversation Kits, and other supporting public engagement materials in English and Spanish, per Table 3
- Governance model
- Administrative draft, public review draft and final assessment report completed in two phases
 - **Phase 1** will document the analysis of existing conditions and trends. The draft report will be published on the project website for public comments and recommendations
 - **Phase 2** will incorporate the public engagement findings and the City's short-term and long-term needs and desires



STEP 2: VISION AND GOALS

COMPLETE STREETS OR COMPLETE CORRIDORS?

Which is right for Santa Fe? Is the answer guided by context or feasibility? What can be accomplished in the short, medium, and long term? **These questions make citywide planning fun, exciting, and meaningful.**

With the benefit of a common baseline of understanding, the work begins to develop a vision for Santa Fe and goals to attain in realizing the vision. A vision is a high-level narrative and graphic communication of a future desired state. It should be brief, akin to a brochure. Goals are aspirational statements that guide the development of policies and implementation actions. The vision and goals will also be used to compare and evaluate the scenarios in Step 3. Conciseness is important to ensure that the General Plan is digestible and implementable. General Plans that represent lengthy wish lists are unwieldy to administer and sit on the shelf.

WSP will reference the General Plan Update Initiation Governing Body Resolution, the Assessment Report from Step 1 and the internal project team charrette to identify initial guiding themes to prepare an administrative draft vision and goals. Conceptual placetype groups will also be prepared to support creating an early, structured framework to support developing the vision and goals. A public review draft of the vision and goals will then be deployed pursuant to the Public Engagement Plan. Input from public engagement will then be used to refine and finalize the vision and goals. Planning Commission and Governing Body review will conclude this step as the stage gate prior to beginning Step 3, Scenario Planning.

Deliverables:

- Public communications and engagement materials per Table 3
- Internal project team charrette to develop vision and goals
- Administrative draft, public review draft and

- final vision statement
- Administrative draft, public review draft and final goals
- Placetype initial groups cross referenced to LDC
- Digital User Platform Strategic Roadmap: Phase 2

STEP 3: SCENARIO PLANNING

SANTA FE SCENARIOS

Different Potential Futures for Everyone Today and Tomorrow That Pull Forward an Indigenous Past

- 1: Corridors of Mobility:** key corridors that could receive new housing and economic diversification to also support complete corridors, increasing ridership and competitiveness for funding robust transit
- 2. Centers of Opportunity:** with Midtown as an initial guide, identifying additional centers throughout the City and exploring refinements to the historic downtown area
- 3: Restoration for Resiliency:** emphasizing existing and degraded or lost natural systems to guide a resiliency framework, deepening the City’s connection to nature for a sustainable and resilient future

Could these be the scenarios? Will the preferred plan be one scenario or a mix of all three? The process of technical study and engagement will ultimately guide the appropriate scenarios to create, develop, study, engage and select a preferred future.

Understanding different potential futures and the tradeoffs between those means that each scenario would emphasize different themes while maintaining fidelity to the vision and goals. Each concept is assessed against the project principles to provide a basis for evaluation and comparison.

CHART was and remains a highly important moment in the City’s long history. The General Plan Update will be informed by outcomes of CHART. The University of New Mexico Indigenous Design and Planning Institute is a potential academic resource to tap for this project. While the Spanish Laws of

the Indies is well known for influencing the design of Santa Fe, what is less known is the influence of local indigenous populations on Santa Fe before the Spanish period. Understanding and incorporating indigenous cultural influence on urban design represents a tremendous opportunity to uncover repressed history and further Santa Fe as *the City Different*.

For the internal project team charrette, WSP will identify six thematic scenarios described in brief narrative form to facilitate discussion. As a standalone document, WSP will develop the initial higher order groups of placetypes. The WSP team will then develop three conceptual, thematic scenarios with placetypes applied to illustrate graphically and narratively a description of each scenario. WSP will also quantitatively and qualitatively characterize the scenarios again (vision, goals, and assessment report) along with public input. Modeling is possible as a separate, optional task, which can be developed, should the process suggest a particular modeling exercise be needed.

As transportation and land-use planning become more and more complex, the need for better planning tools grows. Communities, stakeholders and decision-makers are demanding robust analysis these days. System dynamics helps teams organize complex trends and better understand their interrelationships. We see many transportation agencies immediately jump to travel demand modelling (TDM) for the right answers, and unfortunately it rarely works out. TDM is great for understanding car, truck and transit travel patterns based on a fixed set of assumptions, but the quality of those assumptions is key; so, there must first be greater understanding and consensus around the assumptions that become input for the models.

The WSP Scenario Planning Toolbox enables decision-makers to test how different assumptions can impact cities and places around the world. The interactive system dynamics analysis tool, which can be adapted to local and regional conditions, allows multidisciplinary teams to collaborate on the interrelationships of trends for improved understanding, consensus- building and decision-making in the development scenarios.

Deliverables:

- Public communications and engagement materials per Table 3
- Scenario planning internal project team charrette
- Placetype categories within each group identified in Step 2 coordinated with LDC
- Six discussion draft scenario ideas for internal project team charrette
- Three thematic, conceptual level scenarios with one-page briefer for each with characterization and comparative analysis: administrative review, public draft review and final
- Digital User Platform Strategic Roadmap: Phase 3



SMART CITY VALUE-ADD

The Smart City Team will aid the overall WSP team in development of Growth Scenarios for future land use and development patterns.

Primarily, the WSP Smart City team's effort will be in development of telecommunications connectivity plans and technology integration strategies which accommodate each growth scenario. Benefits of such smart city connectivity strategies and technologies are, for example, easier district management despite the complexity inherent to growth.

The Smart City team will first assess what cutting-edge technologies and telecommunications infrastructure will be necessary to support each scenario. In terms of connectivity technologies, the team will explore shared connectivity means to ensure a reliable and high-speed data transmission infrastructure with clear return on investment or linked to enabling outcomes. This may involve recommending the upgrade of existing connectivity infrastructure to support the increased data loads expected. The team may provide a recommendation for 5G supporting infrastructure as well to enable faster data transfer rates, support emerging technologies, enable mobility, and include IoT.



These forward-looking approaches will ensure that the City's connectivity plans are not only robust for the present but also prepared for the demands of future technology advancements and development growth.

The team will include relevant insights from the Assessment Report on the City's current connectivity infrastructure and capabilities. The assessment will include an in-depth analysis of existing network systems, data communication protocols, and the overall capacity to support the anticipated growth. Our team will assess the readiness of the City for smart city applications, particularly the integration of connected sensors which support reporting and KPI tracking of growth scenarios. Example applications include the deployment of advanced sensors for environmental air quality monitoring, traffic management, waste management, footfall traffic, parking enforcement and other essential urban services. **The aim is to create a robust and interconnected technology landscape that can efficiently collect and transmit data to enhance City services and improve overall quality of life within each growth scenario.**

We recognize that Santa Fe is a prominent tourist attraction with visitors both during summer months hiking and exploring arts as well as during winter ski months. The opportunity data collection and connectivity brings is greater access to information for out-of-town visitors (parking availability, road conditions, public amenity availability) as well as operational insights to the City driving improved experiences (addressing faulty traffic signals, clearing snow from the road).

STEP 4: DEVELOPMENT OF PREFERRED PLAN

SIMPLICITY FOR POWERFUL PRACTICALITY

A focused plan that is readily digestible by many audiences, from the Governing Body to the Planning Commission, to neighborhood leaders and developers, to City staff, will be successful at realizing its vision and achieving its goals.

The General Plan document will intentionally be concise to facilitate ease of understanding and regular reference. The background information that went into informing its development will be placed in separate appendices. The General Plan must be a useful, usable document, not an encyclopedic homework assignment, which is how these important documents are all-too-often prepared.

An initial outline will be developed with the internal project team charrette as the basis for drafting the document; the topics listed in the RFP will be included, although the ordering and language may vary due to the updated process outcomes. Placetypes will also be fully developed, with specific types under each group, which were previously prepared during scenario planning. The placetypes will be closely coordinated with the LDC; it is expected there will be iteration between each. The framework for the natural, built, social, cultural and economic structure of the City to preserve, enhance and grow Santa Fe in a resilient, sustainable and equitable manner will be developed in narrative, map and graphic form in this step.

Deliverables:

- Administrative draft, public review draft and final General Plan document with appendices
- Public communications and engagement materials per Table 3
- General Plan document outlining internal project team charrette
- Complete draft of placetypes categories within each group, coordinated with LDC
- Digital User Platform Strategic Roadmap: Phase 4



SMART CITY VALUE-ADD

For the General Plan document, the Smart City team will outline the requirements necessary to transition the current development plan to a smart city model.

From a citizen experience perspective, the team will evaluate how the integration of smart technologies



can enhance daily life to address aspects such as improved public services, increased engagement, safety, and access to information in real-time. Depending on the desires of the City, the team will identify and specify the necessary technology components & systems—e.g., connected sensors, data networks, and IoT Devices—to support the enhanced citizen experience.

The smart city team will strategically apply findings from the Assessment Report to address the identified areas of development in City operations as well. We will identify key insights and pinpoint areas of improvement to define how the City can enhance its information sharing landscape between departments and to its citizens. The team will develop a roadmap in support of these improvements, outlining a step-by-step plan for the phased adoption of related technology solutions.

In essence, the team provides guidance through the General Plan for realizing citizen-centric and operational efficiency through smart technologies by defining the required infrastructure, technology specifications, and commitments necessary to transform the urban model of development.

STEP 5: WORK PROGRAM AND FUNDING PLAN

IF EVERYTHING IS A PRIORITY, THEN NOTHING IS

Being strategic demands setting priorities. The work program must be prioritized so it can be resourced with reasonably foreseeable staff availability, funding, and time. This also enables a programmatic approach to pursuing the generational federal funds available today to support accelerating implementation of the General Plan.

WSP will prepare a prioritized work program and identify potential local, regional, state, and federal funding sources to promote its implementation. The work program will also incorporate an administrative governance policy framework for City staff to use in its daily operations to ensure the General Plan is considered in daily municipal operations and

decision-making, being mindful that New Mexico law provides that the General Plan is an advisory plan.

Prioritization is crucial, as the organizational capacity to undertake the work to implement the General Plan is significant. General Plans that have endless pages of action items get ignored. Simplicity, focus, and prioritization are key.

WSP will produce Equitable Project Development and Delivery Guidelines to empower the City to pull the thread of equity into the fruit the General Plan bears. These project-agnostic guidelines can establish a consistent city-wide approach to project equity, regardless of what departments or champions may lead a project effort. We will also produce a Funding Program Equity Criteria Index, scanning the most relevant federal funding programs and compiling their equity criteria, so if the City is interested in sourcing federal funding directly, projects definitions and approach can be proactively aligned for competitive applications.

Deliverables:

- Internal project team charrette to outline the General Plan document
- Public communications and engagement materials per Table 3
- Administrative governance policy and procedure
- Administrative draft, public review draft and final implementation work program
- Equitable project development and delivery guidelines
- Digital User Platform Strategic Roadmap: Phase 5

STEP → FORWARD: GOVERNING BODY ACTION + IMPLEMENTATION AND EVALUATION

THE FINISH LINE AND THE STARTING LINE TOGETHER

All the process, technical work, and engagement, guided by readiness reviews to pass through each stage gate to the next step have led the project to



final hearings for action. Bold yet achievable plans can make it to this milestone with general consensus. But there will still be important fairly debatable decisions for the Governing Body to ultimately make. Once the finish line is crossed, there is no waiting at the starting line to implement the plan and continuously evaluate how it is working--a living document because it was prepared to be used to daily.



WSP will support City staff in preparing for final hearings before the Planning Commission, Governing Body and any other established City advisory body with preparatory meetings and a PowerPoint presentation. WSP will attend the one final hearing each before the Planning Commission and Governing Body. WSP will advise City staff on monitoring and evaluating progress in implementing the updated General Plan after the General Plan Update is adopted to support City staff in building organizational capacity, including supporting staff in standing up a long-range planning division and integrating with the CIP.

Deliverables:

- Public communications and engagement materials per Table 3
- Internal charrette to prepare for final action on General Plan and preparatory implementation steps
- One decision-maker briefing PowerPoint presentation for City staff to use in briefing decision-makers
- One Planning Commission hearing and presentation
- One Governing Body hearing and presentation
- Digital User Platform Strategic Roadmap: Phase 6

STEP 6 ONGOING: ADMINISTRATIVE COORDINATION + ENGAGEMENT AND COMMUNICATION

Using the project management plan tools developed in Step 1, biweekly team meetings will be held. Additionally, quarterly meetings will be held with the LDC Update team to facilitate information sharing and coordination. Engagement and communication based on the public engagement plan will occur throughout the life of the project.

Deliverables:

- Biweekly team agenda and notes
- Quarterly LDC update team agenda and notes
- Monthly e-newsletter
- Periodic social media posts
- PowerPoint presentations for periodic Planning Commission and Governing body updates conducted by City staff, including Step stage gates
- Monthly progress reports and invoices



4. DESIRABLE SPECIFICATION

OUR PROVEN TRACK RECORD

WSP and its teaming partners, Leland Consulting Group and Design Workshop, have a proven track record of preparing General Plans and similar plans. **Please refer to the Organizational Experience section projects and resumes.** Our team's experience goes beyond, as we understand how to support projects from conception to delivery, demonstrating that our experience will make this General Plan implementable and usable daily.

OUR KNOWLEDGE & PHILOSOPHIES RELATE TO CITY OF SANTA FE'S GOALS

WSP and its teaming partners have substantial experience working for municipal clients across the country. Therefore, we understand how municipal governments are structured, administered and engaged by the public, allowing us to effectively manage a complex project like the General Plan. WSP's project manager served three quarters of his career in the public sector across six states, including leading municipal planning departments responsible for General Plans.

OUR ABILITY TO WORK COLLABORATIVELY

WSP is already working successfully with the City of Santa Fe, from its support for infrastructure projects to serving as the owner's representative for the Public Works Department on the Midtown project. WSP recently supported City staff before the Governing Body on the Midtown project. WSP and its team members regularly collaborate with other firms. WSP's project manager has a relationship with principals in both firms extending back over 25 years.

OUR UNDERSTANDING OF THE CITY OF SANTA FE'S UNIQUE HISTORY & EXPERIENCE WITH SPANISH SPEAKING & MINORITY COMMUNITIES

Please refer to the Understanding and Approach of the Response to Specifications section of the proposal. Additionally, the deputy project manager and public engagement lead has working knowledge of Spanish. We regularly engage with Spanish speaking and minority communities. Our approach to engagement includes Spanish language materials, identifying equity focused communities, anticipation of a stipend for community partners so they may effectively participate and a desire to engage with the University of New Mexico Indigenous Design and Planning Institute.

OUR ALTERNATIVE WORK PLAN THAT SUPPORT CITY OF SANTA FE'S VISION, GOALS, & OBJECTIVES

WSP has proposed an alternate work plan based on our experience in conducting General Plan Updates and similar planning documents. The result allows for better integration with the LDC Update, a faster completion from a stepwise, consensus-building approach. Additionally, WSP has proposed a value-add focus on Smart Cities, to support the City of Santa Fe in modernizing and diversifying its economic base. We have also proposed to support local and regional governance for better decision-making and collaboration across these scales.



5. LOCAL PREFERENCE

STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

RESIDENT BUSINESS CERTIFICATE

Issued to: WSP USA INC.

DBA: WSP USA INC.
1 PENN PLZ 6TH FLOOR
NEW YORK, NY 10119-0002

Expires: **01-Sep-2025**

Certificate Number:

L1318621296



Stephanie Schardin Clarke
Cabinet Secretary

THIS CERTIFICATE IS NOT TRANSFERABLE





City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

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DBA: WSP USA INC.

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TO BE POSTED IN A CONSPICUOUS PLACE

Ver. 11. 1/20/2020



H. OTHER SUPPORTING MATERIAL

Please see the following pages for our signed Non-Collusion Affidavit and Conflict of Interest forms.



NON-COLLUSION AFFIDAVIT
Complete, Sign and Return with your proposal.

I hereby affirm that: I am the Senior Vice President (insert title) and the duly authorized representative of WSP USA Inc. (insert organization's name) whose address is 2440 Louisiana Blvd NE, Suite 400, Albuquerque, NM 87110. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
2. Such proposal is genuine and is not a collusive or sham proposal.
3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and
4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature 

Printed Name Manjeet Ranu

Title Senior Vice President

Date 11/28/2023

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Principal Planning Consultant each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Planning Consultant and known key personnel needs to describe the conflict.

The Planning Consultant agrees that, if after award, an organizational conflict of interest is discovered, the Planning Consultant makes an immediate and full written disclosure to the City that includes a description of the action that the Planning Consultant has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Planning Consultant was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Manjeet Ranu certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded General Plan Update. For the duration of this firm's involvement in the General Plan Update contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing or associated with a bidder and/or Offeror on the General Plan Update contract.

I certify that this firm will keep all General Plan Update contract information confidential and secure. This organization will not copy, give, or otherwise disclose such information to any other person unless the City of Santa Fe has on file a confidentiality agreement signed



by the other person, and the disclosure is authorized and necessary to the General Plan Update contract. I understand that if this firm leaves this General Plan Update contract before it ends, this firm must keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the General Plan Update contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the General Plan Update contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

WSP USA Inc.

Authorized Representative/Title:

Senior Vice President

Phone Number:

505-881-5357

Fax Number:

N/A

Email Address:

Manjeet.Ranu@wsp.com

Signature:



Date:

11/28/2023

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.





WSP USA is the U.S. operating company of WSP, one of the world's leading engineering and professional services firms. Dedicated to serving local communities, we are engineers, planners, technical experts, strategic advisors, and construction management professionals. WSP USA designs lasting solutions in the buildings, transportation, energy, water, and environment markets. With more than 15,500 employees in over 300 offices across the U.S., we partner with our clients to help communities prosper.

WSP USA Inc
2440 Louisiana Blvd NE
Suite 400
Albuquerque, NM 87110

505-881-5357
www.wsp.com

Contract Exhibit 3

CITY OF SANTA FE
PLANNING & LAND USE DEPARTMENT

GENERAL PLAN UPDATE

COST PROPOSAL

RFP #24/20/P

Revised April 22, 2024

EXHIBIT B



The City Different



EXHIBIT B
City of Santa General Plan Update

Cost Proposal

APPENDIX C COST RESPONSE FORM

Aligned to Alternative Scope of Work

Description	Estimated Hours	Cost
Step 1: Mobilization and Understanding	2,260	\$440,000
Step 2: Vision and Goals	1,520	\$280,000
Step 3: Scenario Planning	1,140	\$285,000
Step 4: Development of Preferred Plan	1,180	\$295,000
Step 5: Work Program and Funding	840	\$185,000
Step Forward: Governing Body Action + Implementation and Evaluation	260	\$65,000
Step Ongoing: Administrative Coordination + Engagement and Communication	780	\$195,000

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Forecast Cost Per Fiscal Year

FY2024	\$50,000
FY2025	\$740,000
FY2026	\$658,000
FY2027	\$289,000



EXHIBIT B



WSP USA is the U.S. operating company of WSP, one of the world's leading engineering and professional services firms. Dedicated to serving local communities, we are engineers, planners, technical experts, strategic advisors, and construction management professionals. WSP USA designs lasting solutions in the buildings, transportation, energy, water, and environment markets. With more than 15,500 employees in over 300 offices across the U.S., we partner with our clients to help communities prosper.

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: WSP USA, Inc.
Procurement/contract Title: General Plan Update
Procurement Method/Vehicle: Sole Source State Price Agreement/Existing
 Cooperative Request For Proposals(RFP) Invitation To Bid (ITB) Exempt: 13-1-98
 Small Purchase (Contract Under \$60,000) Other: _____

Requesting Department: Community Development Staff Name: Heather Lamboy

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input type="checkbox"/>	ITB (include bid tab)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	FIR
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, and items to be purchased)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

<u>Heather Lamboy</u>	<u>Assistant Director, Planning & Land Use</u>	<u>5-16-2024</u>
Department Point of Contact	Title	Date
_____	_____	_____
Department Director		Date
_____		_____
Chief Procurement Officer		Date
_____		_____
ITT Representative	Title	Date
_____	_____	_____



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204702 Procurement # (RFP/ITB# If any): 24/20/P

Contractor: WSP USA, Inc.

Procurement Method/Vehicle: Small Purchase RFP ITB Sole Source GSA Cooperative Exempt SWPA/Existing

Description/Title: General Plan Update and Digital User Platform

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: When Signed Term End Date: 6/30/2028 Total Contract Amount: \$1,887,871.87

Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: Contract (Initial Approval)

1.b Amendment #: N/A to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: N/A

Extend Expiration Date to: N/A

Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: N/A

2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

This is an initial contract approval request for the update of the General Plan and creation of a digi

3. Procurement History: _____

ctf Purchasing Officer Review: _____ Date: May 21, 2024

Comment & Exceptions: 13-1-112. Competitive sealed proposals; request for proposals.

4. Funding Source: General Fund Org / Object: 1004501/510300

Andy Hopkins _____ Date: May 21, 2024

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): N/A

Grants Administrator Approval: _____ Date _____

Staff Contact who Completed This Form: Heather Lamboy Phone #: 505-470-5281

To be recorded by City Clerk: _____ Email: hllamboy@santafenm.gov

Clerk # _____
Date of Execution: _____

ITT Representative (attesting that all information is reviewed) _____ Title _____ Date _____

WSP USA INC.
1 PENN PLZ 6TH FLOOR
NEW YORK, NY 10119-0002

June 29, 2023
NM Business Tax ID:
01-195458-00-2
Letter ID: L0758727280

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT
REGISTRATION CERTIFICATE

Date Issued 06-Dec-1983	IDENTIFICATION NUMBER 0119545800Z-GRT	Business Start Date 06-Dec-1983
Business Location 2440 LOUISIANA BLVD NE	City and State ALBUQUERQUE, NM	Business End Date
City and State ALBUQUERQUE, NM	Zip Code 87110-4383	Taxpayer Name WSP USA INC.
Taxpayer Name WSP USA INC.	Firm Name WSP USA INC.	Taxpayer Type Corporation
Mailing Address 4139 OREGON PIKE	City and State EPHRATA, PA	Filing Frequency Monthly
City and State EPHRATA, PA	Zip Code 17522-9550	

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, and Municipal Gross Receipts Taxes. This copy must be displayed conspicuously in the place of business. Any purchaser of the registrants business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Cabinet Secretary

By 

Any Inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630

Form Revised 02/2003

THIS CERTIFICATE IS NOT TRANSFERABLE

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200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

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DBA: WSP USA INC.

Business Location: 150 WASHINGTON AVE
SANTA FE, NM 87501

Owner: WSP USA INC

License Number: 230545

Issued Date: August 03, 2023

Expiration Date: August 03, 2024

CRS Number: 01195458002

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

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2019 W GALISTEO ST UNIT M-1
SANTA FE, NM 87505

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TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2024

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 Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue 28th Floor New York NY 10017	CONTACT NAME: AJG Service Team PHONE (A/C No, Ext): 212-994-7020 E-MAIL ADDRESS: GGB.WSPUS.CertRequests@ajg.com	FAX (A/C No):
	INSURER(S) AFFORDING COVERAGE	
INSURED WSPGLOB-01 WSP USA Inc. One Penn Plaza New York, NY 10119	INSURER A: Liberty Insurance Corporation	NAIC # 42404
	INSURER B: Zurich American Insurance Company	16535
	INSURER C:	
	INSURER D:	
	INSURER E:	


COVERAGES **CERTIFICATE NUMBER:** 186310047 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	GLO 9835819-11	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 3,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,500,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		AS7-621-094060-034	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WA7-62D-094060-014 WA7-62D-095609-074 WC7-621-094060-914	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIRTY (30) DAYS NOTICE OF CANCELLATION.
 Opportunity #US-WSP-202304667 | Project Description: General Plan Update for the City of Santa Fe, New Mexico.

The City of Santa Fe their officials, officers, employees, and agents are included as Additional Insured with respect to the General Liability policy as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. The coverage provided by the General Liability policy is primary and any other coverage shall be excess only, not contributing. Waiver of Subrogation applies to Additional Insured with respect to the General Liability policy as required by written agreement, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER City of Santa Fe 200 Lincoln Ave. Santa Fe NM 87501	CANCELLATION 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2024

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 Arthur J. Gallagher Risk Management Services, LLC 300 Madison Avenue, 28th Floor New York NY 10017	CONTACT NAME: AJG Sevice Team	
	PHONE (A/C, No, Ext): 212-994-7020	FAX (A/C, No): 212-994-7074
E-MAIL ADDRESS: GGB.WSPUS.CertRequest@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: QBE Specialty Insurance Company		11515
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED WSPGLOB-01
 WSP USA Inc.
 One Penn Plaza
 New York, NY 10119

COVERAGES **CERTIFICATE NUMBER:** 1520264365 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Professional Liability CLAIMS-MADE		QPL0022630	11/1/2023	10/31/2024	Per Claim Aggregate	\$2,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIRTY (30) DAYS NOTICE OF CANCELLATION
 Opportunity #US-WSP-202304667 | Project Description: General Plan Update for the City of Santa Fe, New Mexico.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 200 Lincoln Ave.
 Santa Fe NM 87501

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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3-Procurement_Checklist_V3_12.1_.23_GPU 5-20-24

Final Audit Report

2024-05-21

Created:	2024-05-21
By:	JIMMY TAPIA (jptapia@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADDe1AqnRPJ2vX8VjxxpCydprtVco68p2

"3-Procurement_Checklist_V3_12.1_.23_GPU 5-20-24" History

-  Document created by JIMMY TAPIA (jptapia@santafenm.gov)
2024-05-21 - 5:35:39 PM GMT- IP address: 63.232.20.2
-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-05-21 - 5:44:59 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-05-21 - 5:45:53 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-05-21 - 5:46:26 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) and jlovato@santafenm.gov for signature. One of them to sign
2024-05-21 - 5:46:31 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-05-21 - 5:51:20 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-05-21 - 9:35:12 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-05-21 - 9:35:17 PM GMT
-  Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-05-21 - 10:07:03 PM GMT- IP address: 104.47.65.254
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-05-21 - 10:14:57 PM GMT - Time Source: server- IP address: 216.207.130.218



✔ Agreement completed.

2024-05-21 - 10:14:57 PM GMT




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Adobe
Acrobat Sign

The Purchasing Memo

Date: October 21, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Paul Joye, Chief of Police 
Paul Joye (Oct 21, 2025 14:04:25 MDT)

From: Ben Valdez, Deputy Chief of Police 
B. Valdez, DC (Oct 21, 2025 13:51:39 MDT)

Subject: Extension of Animal Shelter Contract/ Professional Services Agreement

Vendor Name: Santa Fe Animal Shelter and Humane Society

Munis Vendor Number: 1521

ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of Amendment #2 to Contract #3250332 with Santa Fe Animal Shelter for animal boarding and care services. Amendment #2 increases the amount of compensation by \$152,289 not to exceed, for a total contract amount of \$430,289.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250332.

BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025, as an emergency agreement. During the contract term, a Request for Proposals (RFP) was issued and remains under evaluation. Amendment #1, executed on August 8, 2025, increased the contract compensation by \$150,000 and extended the term by six months, establishing a new expiration date of February 5, 2026. At this time, negotiations between the City of Santa Fe and the Animal Shelter are still ongoing, and a final agreement has not yet been reached.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Law Enforcement/223

Munis Org Name/Number: Police Administration/2230310

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee:  **Date:** 11/07/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency

Emergency #50-M0087-24-EM158

Chief Procurement Officer (CPO)/Designee:  Date: 11/09/2025

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: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

- Procurement document: Emergency Determination
- Original contract packet (with previous contract amendment #1)
- Contract Amendment #2

Item #: _____
Munis Contract #: 3250332
Original Contract Item #: 25-0011
SWPA/GSA/Coop/RFP/ITB #: Emergency #50-M0087-24-EM158_

**CITY OF SANTA FE, POLICE DEPARTMENT]
AMENDMENT No. 2 TO
Contract # 3250332**

Santa Fe Animal Shelter Services Contract

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated January 21, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Santa Fe Animal Shelter and Humane Society, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City 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 Contract.

B. 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, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$152,289 so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on the per hour/per treatment costs listed in Attachment A. Such compensation shall not exceed four hundred thirty thousand two hundred eighty-nine dollars (\$430,289), including gross receipts tax paid at the rate of 8.1875%. **The total amount payable to the Contractor under this Contract, including gross receipts, tax and expenses, shall not exceed (\$430,289).**

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.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER, MAYOR

Jackie Roach

JACKIE ROACH, CEO

DATE: _____

Nov 6, 2025
DATE: _____
NMBTIN: _____

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher Ryan
Christopher Ryan (Nov 6, 2025 15:14:40 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR



The Purchasing Memo

Date: July 8, 2025

To: Governing Body and Finance Committee

Via: Paul Joye, Chief of Police *[Signature]*

From: Ben Valdez, Deputy Chief of Police *BV DL 7/8/25*

Subject: Extension of Animal Shelter Contract/ Professional Services Agreement

Vendor Name: Santa Fe Animal Shelter and Humane Society

Munis Vendor Number: 1521

ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of Amendment #1 to Contract #3250332 with Santa Fe Animal Shelter for animal boarding and care services. Amendment #1 increases the amount of compensation and extends the term by \$150,000 not to exceed for a total compensation of \$278,000 for a term of an additional six months.

CONTRACT NUMBER:

The FY25 Munis contract number is 3250332.

BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025. During the term of this emergency agreement, a Request for Proposals (RFP) was issued and is currently still under review. At this time, a new agreement between the City of Santa Fe and the Animal Shelter has not yet been finalized. As the current contract is set to expire on July 14, 2025, we are requesting an extension to ensure the continuity of services without interruption.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Law Enforcement/223

Munis Org Name/Number: Police Administration/2230310

Munis Object Name/Number: Service Contracts/510310

Budget Officer / Designee: *Andy Hopkins* Date: *07/09/2025*

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-127, Emergency
Emergency #50-M0087-24-EM158

**City of Santa Fe
Emergency Determination Form**



The emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. City Contact Info:

Department: **Police, City of Santa Fe**
Department Director: **Paul Joye, Police Chief**
Department Contact: **Tara King**
Department Telephone Number: **(505) 955-5004**
City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**
Telephone Number: **(505) 629-8351**

II. Contractors' Information:

1. Loving Care Cremation

- **Services:** Pet cremation services, including individual and communal cremation options.
- **Contact Information:**
 - **Phone:** (505) 466-6034
 - **Address:** 8A Old Las Vegas Hwy, Santa Fe, NM 87505

2. Mosaic Animal Emergency & Specialty

- **Services:** Emergency veterinary care, specialty services, and advanced diagnostics.
- **Contact Information:**
 - **Phone:** (505) 216-0606
 - **Address:** 20 Bisbee Ct, Santa Fe, NM 87508

3. Roadrunner Veterinary Emergency & Specialty Hospital

- **Services:** Emergency and specialty veterinary care; surgery and diagnostic services.
 - **Phone:** (505) 345-2322
 - **Address:** 5 Camino Karsten, Algodones, NM 87001

4. **Santa Fe Animal Shelter & Humane Society**
 - **Services:** Animal sheltering, adoption, veterinary services, and public outreach.
 - **Contact Information:**
 - **Address:** 100 Caja del Rio Road, Santa Fe, NM 87507
 - **Phone:** (505) 983-4309
5. **Top Dog Pet Resort**
 - **Services:** Pet daycare, grooming, boarding, and specialty services.
 - **Contact Information:**
 - **Address:** 100 Sun Ave, Santa Fe, NM 87505
 - **Phone:** (505) 982-6080

III. **Term of prospective contract: Up to 3 months**

IV. **Amount of prospective contract: Two hundred thousand dollars (\$200,000.00)**

V. **Location of Services: Throughout the City of Santa Fe**

VI. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

Scope of Work for Animal Services Contract

The contracted provider will perform the following services to support the City of Santa Fe in meeting its urgent animal welfare, public health, and compliance needs. The contractor must ensure adherence to all applicable city ordinances, particularly SFCC 1987 Chapter V, Animal Control Ordinances, and provide consistent, humane, and timely care for animals under the city’s jurisdiction. **The contractor shall comply with all provisions of law and regulations as set forth in Chapter V of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.**

1. Shelter Operations and Animal Care

- **Facility Management:** Operate a safe, sanitary, and fully staffed animal shelter as a housing facility to care for and shelter stray, abandoned, or seized animals.
- **Intake and Animal Control:** Accept animals brought by the City’s Animal Services Officers, including stray, injured, or surrendered animals. Provide adequate housing, food, and care.
- **Quarantine and Rabies Control:** Confine and manage animals involved in bite incidents or suspected rabies cases. Report and deliver deceased animals as required for rabies testing.
- **Feral Cat Management:** Assess feral cats and, if healthy, provide sterilization before releasing them back to their original location or finding suitable alternative placements.
- **Holding Period Compliance:** Retain animals during the legally mandated holding period, transferring ownership to the shelter upon the hold’s expiration unless other arrangements are specified by law.

2. Veterinary Care

- **Routine and Emergency Medical Services:** Provide veterinary evaluations, vaccinations, routine treatments, and emergency medical care as necessary to ensure animal welfare.

- **Veterinary Oversight:** Ensure that all medical care decisions, including euthanasia, are made by a licensed veterinarian. Euthanize animals only when medically necessary and notify the City of such actions.

3. Licensing and Public Health Compliance

- **Licensing:** Oversee pet licensing processes in alignment with city regulations. Collect and retain licensing fees, maintaining records and providing the City with access as needed.
- **Public Health Reporting:** Coordinate with health authorities, including the New Mexico Department of Public Health, on communicable diseases or incidents affecting public safety.

4. Storage and Disposal of Remains

- **Storage of Deceased Animals:** Maintain appropriate facilities (e.g., freezers) for storing the remains of deceased animals received from Animal Services Officers.
- **Cremation Services:** Provide timely and humane disposal of animal remains through cremation, ensuring environmental and public health compliance.

5. Administrative and Reporting Responsibilities

- **Detailed Documentation and Reporting:** Maintain records for each animal, including intake, care, medical treatment, and final disposition. Submit monthly status reports to the City, summarizing shelter activities and public health-related incidents.
- **Collaboration with City Representatives:** Work with city representatives to manage intake processes when city staff are unavailable and handle the release of impounded animals to owners outside regular operating hours.

VII. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

The emergency procurement for animal services in Santa Fe is justified due to the immediate need for continued animal shelter operations, veterinary care, and compliance with public health regulations. The city's ability to care for stray, injured, and abandoned animals is essential for public safety and animal welfare. Without an established vendor, Santa Fe faces risks, including:

1. **Public Health Risks:** Managing rabid or diseased animals is critical to prevent the spread of diseases like rabies. The inability to quarantine, vaccinate, or euthanize animals as necessary could pose a health risk to the community.
2. **Legal and Regulatory Compliance:** The city is mandated to uphold Chapter V of the Santa Fe City Code, which outlines strict requirements for shelter operations, animal handling, and licensing. Failure to comply could lead to legal repercussions and public safety risks.
3. **Immediate Animal Welfare Concerns:** Without shelter and veterinary care, the city cannot meet basic animal welfare needs. This would likely lead to overcrowding in temporary holding facilities, inability to provide adequate care, and compromised humane treatment for animals.
4. **Practicable Competition:** In compliance with NMSA 1978, Section 13-1-127, an expedited yet

practicable competitive process was utilized. Potential service providers within a reasonable distance of Santa Fe were considered, ensuring that the selected vendor meets city requirements and can initiate services without delay.

This emergency procurement process enables the city to fulfill essential animal services swiftly and within compliance, ensuring safety, welfare, and public health for the residents of Santa Fe.

VIII. Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

Measures to Minimize Duration and Impact of Emergency Procurement

This emergency procurement is structured as a temporary solution to address the city's immediate need for animal services. To ensure it is in place only as long as necessary, the following measures are being taken:

1. **Transition Plan to Competitive Procurement:** The emergency contract will remain active only until a standard competitive procurement process can be completed. The city is actively in the process of a formal Request for Proposals (RFP) to secure long-term service providers through a competitive, transparent process.
2. **Short-Term Contract with Defined Limits:** The emergency procurement has clear limits in scope and duration to minimize dependency. The city has restricted services to the most critical functions, such as shelter operations, veterinary care, and public health compliance, essential for public safety and animal welfare.
3. **Monitoring and Evaluation:** The city will monitor the contractor's performance under the emergency contract, using this data to refine service requirements and improve the competitive bidding process. Monthly status reports from the contractor will ensure oversight and facilitate a smoother transition to long-term providers.

These measures are intended to minimize both the impact and duration of the emergency contract, ensuring that the city's animal services can return to a competitively bid, stable solution as soon as possible.

IX. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.

To prevent or mitigate the need for emergency procurements in similar situations, the Department will take the following proactive steps:

1. **Immediate RFP Process:** The Department is currently in the process of a Request for Proposals (RFP) to secure long-term, competitively bid contracts for essential animal services. This proactive approach will reduce reliance on short-term emergency measures.
2. **Advanced Contract Planning:** In the future, the Department will implement advanced planning for contract renewals and potential vendor changes. This will include monitoring contract timelines and setting internal reminders to initiate competitive bidding well before contract expiration dates.

3. Contingency Partnerships: The Department will work to establish contingency agreements with additional animal service providers to ensure a rapid response in the event of vendor loss or service disruption. By having alternative providers identified, the Department can reduce delays and maintain service continuity.
4. Regular Market Assessments: Conducting periodic market assessments will help identify qualified vendors within the region, ensuring that the city has a pool of providers ready to respond to an RFP, if needed. This process will also aid in securing providers who meet the city's specific needs, reducing the likelihood of service disruptions.

By taking these steps, the Department aims to enhance preparedness and reduce reliance on emergency procurement, securing uninterrupted, compliant, and humane animal services for the City of Santa Fe.

Certified by:



City Chief Procurement Officer, Travis Dutton-Leyda

07/03/2025

Date

City Approval by:



Department Director, Paul Joye, Police Chief

07/03/2025

Date



City Attorney, Erin McSherry on behalf of

07/03/2025

Date



City Manager, Mark Scott

07/07/2025

Date



Finance Director, Emily Oster

07/03/2025

Date

Note: All emergencies must be posted to the SPD website:

<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>

and the City of Santa Fe's website:

<https://santafenm.gov/finance-2/purchasing-1/solicitations>

Item #: 25-0357
Munis Contract #: 3250332
Original Contract Item #: 25-0011
SWPA/GSA/Coop/RFP/ITB #: Emergency #50-M0087-24-EM158_

**CITY OF SANTA FE, POLICE DEPARTMENT]
AMENDMENT No. 1 TO
Contract # 3250332**

Santa Fe Animal Shelter Services Contract

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated January 14, 2025 (the "Contract"), between the City of Santa Fe (the "City") and Santa Fe Animal Shelter and Humane Society, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the City 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 Contract.

B. 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, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$150,000 so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based on the per hour/per treatment costs listed in Attachment A. Such compensation shall not exceed two hundred seventy-eight thousand dollars (\$278,000), including gross receipts tax ("NMGRT"). NMGRT will be paid at the rate of 8.1875%. **The total amount payable to the Contractor under this Contract, including gross receipts, tax and expenses, shall not exceed (\$278,000).**

2. TERM:

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 6 months from the date of signature unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

3. 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.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

Santa Fe Animal Shelter and Humane Society, Inc.


Alan Webber (Aug 5, 2025 12:36:25 MDT)

ALAN WEBBER, MAYOR



JACKIE ROACH, Chief Executive Officer

DATE: Aug 5, 2025

TITLE

DATE: 07/03/2025

NMBTIN: _____

ATTEST:


ANDREA SALAZAR (Aug 5, 2025 12:58:35 MDT)

CITY CLERK

GB MTG 07/30/2025



CITY ATTORNEY'S OFFICE:

Christopher W. Ryan

[Christopher W. Ryan \(Jul 3, 2025 10:24 MDT\)](#)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR



Date: January 3, 2025

To: Governing Body
Finance Committee
Quality of Life Committee

Via: Randy Randall, Interim City Manager 
Paul Joye, Chief of Police 

From: Ben Valdez, Deputy Chief of Police 

Subject: Professional Services Agreement

Vendor Name: Santa Fe Animal Shelter and Humane Society

Vendor Number: 1521

ITEM AND ISSUE:

Request for Approval of the Emergency Professional Services Agreement between the Santa Fe Animal Shelter and Humane Society, Inc. and City of Santa Fe, for a six month agreement not to exceed a total of \$128,000.00. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov)

Action Requested: Approval of a Professional Services Agreement for \$128,000.

BACKGROUND AND SUMMARY:

The City of Santa Fe does not maintain their own animal shelter facility and has historically utilized the Santa Fe Animal Shelter and Humane Society to a facility for the humane housing of domestic animals, including veterinarian care for strays, and disposal services by way of cremation. Once animals complete the mandatory stray hold period, the Santa Fe Animal Shelter and Humane Society takes responsibility of the animals and facilitates adoptions.

The Emergency Professional Services Agreement for animal services in Santa Fe is justified due to the immediate need for continued animal shelter operations, veterinary care, and compliance with public health regulations. The city's ability to care for stray, injured, and abandoned animals is essential for public safety and animal welfare. Without an established vendor, Santa Fe faces numerous risks.

While this Emergency Agreement is in place, staff is concurrently completing the Request for Proposals (RFP) process to achieve a long term, multi-year agreement to for the operation of an animal shelter facility through a contractor. Having this agreement allows shelter operations to continue until the RFP process is complete.

PROCUREMENT METHOD:

NMSA 1978, Section 13-1-127 # 50-M0087-24-EM158 (determination form attached)

Chief Procurement Officer Approval:  **Date:** Jan 9, 2025

Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

FY25 Munis Contract # is 3250332

\$\$\$\$ SOURCE/REVENUE: Expense | Revenue

The funding source is:

Fund Name/Number: Law Enforcement/223

Munis Org Name/Number: Police Administration/2230310

Munis Object Name/Number: Service Contracts/510310

Budget Officer Approval: Andy Hopkins **Date:** Jan 6, 2025

Comment/Exceptions: _____

Grant Yes | No

Grant #: N/A

Grant Manager/Accounting Officer Approval: N/A **Date:** _____

Comment/Exceptions: _____

Project Yes | No

Project Ledger #: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000

Yes | No

Asset # (if known): _____

Repair or Replacement of Existing Equipment:

Yes | No

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: N/A **Title:** _____ **Date:** _____

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

Comment & Exceptions: _____

Department Contract Administrator Contact Info: AnnaMarie Bowen x5122

ATTACHMENTS:

Emergency Determination Form

Professional Services Agreement

COI

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 **Santa Fe Animal Shelter and Humane Society, Inc.**, 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 Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Sections 13-1-127 and 13-1-128, 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 Contract; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

A. The City Shall:

- 1) Contact owners of animals collected by the City, as required by Section 5-7.1 SFCC 1987.
- 2) Mark all City Animal Services vehicles with a "City of Santa Fe" designation so as to identify and differentiate them from Contractor's vehicles. Only utilize personal protective equipment and supplies provided by the City of Santa Fe.
- 3) Complete in writing, information on the impound cards including the time and exact location at which the animal was impounded. At time of intake, it will be noted if the animal has been cited or will be issued an active citation such as “dangerous dog” or “vicious dog.”
- 4) Regarding animal bite cases, supply upon intake, complete and sign a Bite Case Quarantine form, along with the regular impound card. If the owner of the animal is known and present at the time of impound, the form will be completed and signed by the owner. If the owner is known and is not present at the time of impound, the City will complete the form with the information, but without the signature.
- 5) The City assumes responsibility for expenses for any animal brought in by the City that requires services outside of the Contractor's regular business hours, scope of capability, or level of overnight care. Cases brought in after 4:30 PM may require transport and overnight care at a veterinary emergency facility, upon discretion of the Animal Services Officer with the City being responsible for expenses incurred. The City accepts the Contractor's business hours may be changed at the Contractor's discretion. Contractor will inform the City in writing at least ten (10) days before any such changes are implemented. In the event of delayed opening or early closing due to inclement weather, a manmade or natural disaster the Contractor shall

- immediately inform the Animal Services Supervisor of the delayed opening or early closure.
- 6) During regular operating hours when summoned by the Contractor through the Santa Fe Police Dispatch Center, Animal Services Officers shall report to the Contractor's Facility to complete an impound or release of animals.
 - 7) Deliver to the Contractor the remains of deceased animals for cremation disposal by the Contractor and pay the rate established cremation rate in I.B.15. The Animal Services Officer shall completely and legibly record each deceased animal on the City Carcass Log when placing an animal in the freezer.
 - 8) The City reserves the right to utilize other vendors for veterinary care as needed.
 - 9) The City reserves the right to utilize its own internal services when deemed appropriate.

B. The Contractor shall provide the following services for the City as requested by the city:

- 1) Comply with all provisions of law and regulations as set forth in Chapter "V" of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.
- 2) Operate and maintain an animal shelter as an animal housing facility for the benefit of the citizens of the City. Carry out all duties relating to rabid and biting animals, including, in the case of live animals, confining the animal and determining the immunization status, and in the case of dead animals, preparing and delivering such an animal to the New Mexico Department of Public Health or other approved facility in order that the department may arrange for laboratory determination of whether or not such animal is infected with rabies. All bite cases shall be reported to the City and the animal confined under supervision of the City.
- 3) Accept an average of **one hundred ten (110)** stray dogs, cats and other approved domestic small animals per month that are brought to the animal shelter by the City's Animal Services, provided these animals do not exhibit any symptoms of rabies or other dangerous disease. If the number of stray animals exceeds **one hundred ten (110)** in a given month, the City will be billed separately at the Contractor's daily impound rate currently forty dollars (\$40.00) per day, per animal.
- 4) All healthy feral cats (as determined by the Contractor) will be sterilized and returned to the location where they were found, delivered to another managed cat colony or considered for adoption.
- 5) Animals other than dogs and cats may be accepted by the animal shelter at the Contractor's exclusive discretion. Before other animals are accepted by the Contractor, the City must obtain explicit approval from the Contractor in each case. If the Contractor declines to accept these animals, the City will find housing for these animals other than the Contractor.
- 6) Hold all animals brought to the animal shelter by the City, which remain unclaimed, in accordance with the provisions as set forth in Section 5-7.1 SFCC 1987, unless for humane reasons, the Contractor's veterinarian determines that euthanasia is appropriate prior to that time. ***The date of impound counts as day one for City Impounded animals when calculating hold periods. After the expiration of the legal holding time, all animals become the property of the Contractor.***

- 7) Holds on animals beyond the legal stray holding time, including but not limited to animals held in the course of investigations, will be billed separately at the Contractor's daily impound rate, currently forty dollars (\$40.00) per day, per animal. The Contractor reserves the right to refuse extended stays for animals whose quality of life is compromised or who cannot humanely be cared for in the Contractor's facility as determined by the Contractor.
- 8) The City may assign the Contractor to be responsible for licensing animals in the City of Santa Fe pursuant to Section 5-5.6 SFCC 1987 until the City makes the determination to assume sole responsibility for licensing animals in the City. Until such determination, the Contractor is responsible for licensing and the Contractor will incur all costs deemed necessary by the Contractor for such licensing and the City will allow Contractor to collect and retain all licensing fees and revenue. In addition, the Contractor shall provide all data related to licensing and fees to the City. Notice to the Contractor to be responsible for licensing or to provide notice to that the City will be solely responsible for licensing will be provided in writing. The City of Santa Fe retains the express right to determine the licensing fee.
- 9) Provide monthly status reports, as well as individual animal records to the City.
- 10) Collect and retain all animal boarding fees and costs.
- 11) Contractor will not be required to board beyond the stray hold period animals for impoundment from an Animal Services Officer, which the Animal Service Officer indicates are to be held as evidence in a pending legal proceeding such as a hoarding case or other criminal case. Contractor may accept such animals beyond the stray holding period on a case-by-case basis based on boarding availability.
- 12) When a representative of the City is not available during regular operating hours, the Contractor will complete the detailed intake documentation and accept a stray domestic animal found within the Santa Fe City limits by a person who is not the owner of the animal. Upon acceptance of the stray, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the Contractor's facility to complete the impound card and complete the impound process for the stray. The Contractor's acceptance and shelter of the stray will be confirmed by the Animal Services Officer and the stray will be counted toward the animals the Contractor is compensated for monthly in this contract.
- 13) If an owner of an impounded animal being held at the Contractor's facility under this contract wishes to retrieve their pet when a representative of the City is unavailable during regular operating hours, the Contractor shall immediately contact the Santa Fe Police Dispatch Center and request the Animal Services Officer report to the facility to complete the release of the animal.
- 14) Provide medical care under the direction and authority of the Contractor's licensed veterinarian. Decisions regarding all medical care, including the treatment of animals, rest with the Contractor's licensed veterinarian. Animals will not be euthanized within the animal holding period unless medically necessary. Decisions regarding medically necessary euthanasia of suffering animals impounded by the Animal Services Officer and being held at the Contractor's facility rest with the Contractor's licensed veterinarian. The Contractor shall notify the Animal Services Supervisor no later than the next business day of euthanasia or sedation of any animal administered prior to the completion of the hold period.
- 15) Be responsible for the storage and disposal by cremation of remains received from an Animal Services Officer (ASO) that are deceased upon arrival to the contractor's facility as per Article

1, paragraph A7. The agreed upon rate for disposal of remains by way of cremation is a flat rate of \$100 per animal. The Contractor shall provide and maintain a freezer on the premises for the appropriate storage of remains of deceased animals during the Stray Hold and remains identification period.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Animal Services for the City, as set forth in this Contract. 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 based on the per hour/per treatment costs listed in Attachment A. such compensation shall not exceed one hundred twenty eight thousand dollars (\$128,000), including gross receipts tax. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed (\$128,000.00).**

B. Payment. The total compensation under this Contract shall not exceed \$128,000.00 including 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 Contract 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 Contract 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 Contract 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 Contract. 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 6 months from date of signature unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

5. Termination

- A. Grounds. The City may terminate this Contract 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 Contract based upon the City's uncured, material breach of this Contract.
- 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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.
- C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

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 and shall be delivered to the City no later than the termination date of this Contract. 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.

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 Contract 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 Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire contract of the Parties with respect to the subject matter of this Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

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.

This contract is a result of emergency procurement 50-M0087-24-.

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. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **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.

D. 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, 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 Contract. 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: Paul Joye, Chief of Police, 2515 Camino Entrada, pmjoye@santafenm.gov

To the Contractor: Santa Fe Animal Shelter & Human Society, 100 Caja Del Rio
finances@SFhumanesociety.org

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 Contract, 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 Contract and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of paragraph 1.B of this Contract may cause the City irrevocable harm and that a remedy at law for such a failure might be an inadequate remedy for the City, and the Contractor consents to the City's requesting 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 seek equitable relief pursuant to this Contract 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 Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract 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 Contract.

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:

Santa Fe Animal Shelter and Humane Society, Inc.


Randy Randall (Jan 14, 2025 08:10 MST)
Randy Randall, Interim City Manager


Jacqueline Roach (Jan 3, 2025 14:56 MST)
Jackie Roach, Chief Executive Officer

DATE: Jan 14, 2025

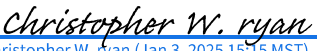

DATE: Jan 3, 2025

NMBTIN#: _____

ATTEST:


ANDREA SALAZAR (Jan 3, 2025 14:39 MST)
Andréa Salazar, City Clerk

CITY ATTORNEY'S OFFICE:


Christopher W. Ryan (Jan 3, 2025 15:15 MST)
Senior Assistant City Attorney 

APPROVED FOR FINANCES:


Emily Oster, Finance Director

Attachment A

Canine Spay: \$250

Canine Neuter: \$200

Feline Spay/Neuter: \$150

Vaccines: 1 year and boosters are \$15 per application (Felines get FVRCP and Rabies, Dogs get DAPP, Bordetella, Rabies depending on age and known medical the number of applications varies by the individual, for our average intake it is 4x applications for dogs 3x for cats)

Microchip Implantation \$15

Flea/Tick Preventative and Deworming varies by animal weight but for our average intake \$10 each, 3 total applications in an animal's stay with us (2x deworm 1x flea/tick).

Daily Boarding to City is \$45.90/day

If Medical Care is necessary, the City's Daily Cost of Care is \$78.38/day

Cremation:

- Small mammals (pocket pets), fish, reptiles, birds - \$15
- Companion Animals - \$100

Emergency Medical Fees are variable by procedure/treatment, there are 32 line items ranging from \$5 to \$185 with an open cost for lab work that has to be sent to Albuquerque.

**City of Santa Fe
Emergency Determination Form**



The emergency procurement method may only be used as described in NMSA 1978, Section 13-1-127 and in the City's Procurement Manual XII.

The Department that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the City's Finance Department Director within ninety days after the end of the contract or fiscal year in which the procurement was made, whichever comes first.

I. City Contact Info:

Department: **Police, City of Santa Fe**
Department Director: **Paul Joye, Police Chief**
Department Contact: **Tara King**
Department Telephone Number: **(505) 955-5004**
City of SF Chief Procurement Officer: **Travis Dutton-Leyda, CPO**
Telephone Number: **(505) 629-8351**

II. Contractors' Information:

1. Loving Care Cremation

- **Services:** Pet cremation services, including individual, and communal cremation options.
- **Contact Information:**
 - **Phone:** (505) 466-6034
 - **Address:** 8A Old Las Vegas Hwy, Santa Fe, NM 87505

2. Mosaic Animal Emergency & Specialty

- **Services:** Emergency veterinary care, specialty services, and advanced diagnostics.
- **Contact Information:**
 - **Phone:** (505) 216-0606
 - **Address:** 20 Bisbee Ct, Santa Fe, NM 87508

3. Roadrunner Veterinary Emergency & Specialty Hospital

- **Services:** Emergency and specialty veterinary care; surgery and diagnostic services.
 - **Address:** 5 Camino Karsten, Algodones, NM 87001

- **Phone:** (505) 345-2322

4. **Santa Fe Animal Shelter & Humane Society**

- **Services:** Animal sheltering, adoption, veterinary services, and public outreach.
- **Contact Information:**
 - **Address:** 100 Caja del Rio Road, Santa Fe, NM 87507
 - **Phone:** (505) 983-4309

5. **Top Dog Pet Resort**

- **Services:** Pet daycare, grooming, boarding, and specialty services.
- **Contact Information:**
 - **Address:** 100 Sun Ave, Santa Fe, NM 87505
 - **Phone:** (505) 982-6080

III. **Term of prospective contract:** Up to 6 months

IV. **Amount of prospective contract:** Two hundred thousand dollars (\$200,000.00)

V. **Location of Services:** Throughout the City of Santa Fe

VI. **Please thoroughly list the services (scope of work), construction or items of tangible personal property of the contract:**

Scope of Work for Animal Services Contract

The contracted provider will perform the following services to support the City of Santa Fe in meeting its urgent animal welfare, public health, and compliance needs. The contractor must ensure adherence to all applicable city ordinances, particularly SFCC 1987 Chapter V, Animal Control Ordinances, and provide consistent, humane, and timely care for animals under the city’s jurisdiction. **The contractor shall comply with all provisions of law and regulations as set forth in Chapter V of SFCC 1987, pursuant to Section 5-11.1.B of the Animal Control Ordinance.**

1. Shelter Operations and Animal Care

- **Facility Management:** Operate a safe, sanitary, and fully staffed animal shelter as a housing facility to care for and shelter stray, abandoned, or seized animals.
- **Intake and Animal Control:** Accept animals brought by the City’s Animal Services Officers, including stray, injured, or surrendered animals. Provide adequate housing, food, and care.
- **Quarantine and Rabies Control:** Confine and manage animals involved in bite incidents or suspected rabies cases. Report and deliver deceased animals as required for rabies testing.
- **Feral Cat Management:** Assess feral cats and, if healthy, provide sterilization before releasing them back to their original location or finding suitable alternative placements.
- **Holding Period Compliance:** Retain animals during the legally mandated holding period, transferring ownership to the shelter upon the hold’s expiration unless other arrangements are specified by law.

2. Veterinary Care

- **Routine and Emergency Medical Services:** Provide veterinary evaluations, vaccinations, routine treatments, and emergency medical care as necessary to ensure animal welfare.
- **Veterinary Oversight:** Ensure that all medical care decisions, including euthanasia, are made by a licensed veterinarian. Euthanize animals only when medically necessary and notify the City of such actions.

3. Licensing and Public Health Compliance

- **Licensing:** Oversee pet licensing processes in alignment with city regulations. Collect and retain licensing fees, maintaining records and providing the City with access as needed.
- **Public Health Reporting:** Coordinate with health authorities, including the New Mexico Department of Public Health, on communicable diseases or incidents affecting public safety.

4. Storage and Disposal of Remains

- **Storage of Deceased Animals:** Maintain appropriate facilities (e.g., freezers) for storing the remains of deceased animals received from Animal Services Officers.
- **Cremation Services:** Provide timely and humane disposal of animal remains through cremation, ensuring environmental and public health compliance.

5. Administrative and Reporting Responsibilities

- **Detailed Documentation and Reporting:** Maintain records for each animal, including intake, care, medical treatment, and final disposition. Submit monthly status reports to the City, summarizing shelter activities and public health-related incidents.
- **Collaboration with City Representatives:** Work with city representatives to manage intake processes when city staff are unavailable and handle the release of impounded animals to owners outside regular operating hours.

VII. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with NMSA 1978, Section 13-1-127.

The emergency procurement for animal services in Santa Fe is justified due to the immediate need for continued animal shelter operations, veterinary care, and compliance with public health regulations. The city's ability to care for stray, injured, and abandoned animals is essential for public safety and animal welfare. Without an established vendor, Santa Fe faces risks, including:

1. **Public Health Risks:** Managing rabid or diseased animals is critical to prevent the spread of diseases like rabies. The inability to quarantine, vaccinate, or euthanize animals as necessary could pose a health risk to the community.
2. **Legal and Regulatory Compliance:** The city is mandated to uphold Chapter V of the Santa Fe City Code, which outlines strict requirements for shelter operations, animal handling, and licensing. Failure to comply could lead to legal repercussions and public safety risks.

3. **Immediate Animal Welfare Concerns:** Without shelter and veterinary care, the city cannot meet basic animal welfare needs. This would likely lead to overcrowding in temporary holding facilities, inability to provide adequate care, and compromised humane treatment for animals.
4. **Practicable Competition:** In compliance with NMSA 1978, Section 13-1-127, an expedited yet practicable competitive process was utilized. Potential service providers within a reasonable distance of Santa Fe were considered, ensuring that the selected vendor meets city requirements and can initiate services without delay.

This emergency procurement process enables the city to fulfill essential animal services swiftly and within compliance, ensuring safety, welfare, and public health for the residents of Santa Fe.

VIII. Please describe what measures are being taken to minimize the duration and effect of this emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

Measures to Minimize Duration and Impact of Emergency Procurement

This emergency procurement is structured as a temporary solution to address the city's immediate need for animal services. To ensure it is in place only as long as necessary, the following measures are being taken:

1. **Transition Plan to Competitive Procurement:** The emergency contract will remain active only until a standard competitive procurement process can be completed. The city is actively preparing the necessary documents to initiate a formal Request for Proposals (RFP) to secure long-term service providers through a competitive, transparent process.
2. **Short-Term Contract with Defined Limits:** The emergency procurement has clear limits in scope and duration to minimize dependency. The city has restricted services to the most critical functions, such as shelter operations, veterinary care, and public health compliance, essential for public safety and animal welfare.
3. **Monitoring and Evaluation:** The city will monitor the contractor's performance under the emergency contract, using this data to refine service requirements and improve the competitive bidding process. Monthly status reports from the contractor will ensure oversight and facilitate a smoother transition to long-term providers.

These measures are intended to minimize both the impact and duration of the emergency contract, ensuring that the city's animal services can return to a competitively bid, stable solution as soon as possible.

IX. Describe what measures the Department will take in the future to prevent/mitigate use of emergency procurement under similar circumstances.

To prevent or mitigate the need for emergency procurements in similar situations, the Department will take the following proactive steps:

1. **Immediate RFP Process:** The Department will issue a Request for Proposals (RFP) as soon as possible to secure long-term, competitively bid contracts for essential animal services. This proactive approach will reduce reliance on short-term emergency measures.
2. **Advanced Contract Planning:** In the future, the Department will implement advanced planning for contract renewals and potential vendor changes. This will include monitoring contract timelines and setting internal reminders to initiate competitive bidding well before contract expiration dates.
3. **Contingency Partnerships:** The Department will work to establish contingency agreements with additional animal service providers to ensure a rapid response in the event of vendor loss or service disruption. By having alternative providers identified, the Department can reduce delays and maintain service continuity.
4. **Regular Market Assessments:** Conducting periodic market assessments will help identify qualified vendors within the region, ensuring that the city has a pool of providers ready to respond to an RFP, if needed. This process will also aid in securing providers who meet the city's specific needs, reducing the likelihood of service disruptions.

By taking these steps, the Department aims to enhance preparedness and reduce reliance on emergency procurement, securing uninterrupted, compliant, and humane animal services for the City of Santa Fe.

Certified by:



City Chief Procurement Officer, Travis Dutton-Leyda

Nov 14, 2024

Date

City Approval by:



Paul Joye (Nov 14, 2024 16:31 MST)
Department Director, Paul Joye, Police Chief

Nov 14, 2024

Date



City Attorney, Erin McSherry

Nov 14, 2024

Date



Randy Randall (Nov 14, 2024 16:45 MST)
Interim City Manager, Randy Randall

Nov 14, 2024

Date



Finance Director, Emily Oster

Nov 14, 2024

Date

Note: All emergencies must be posted to the SPD website:

<https://www.generalservices.state.nm.us/statepurchasing/submit-emergency.aspx>

and the City of Santa Fe's website:

<https://santafenm.gov/finance-2/purchasing-1/solicitations>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2025

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 Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova CA 95742 License#: 0F82764 SANTFEA-03	CONTACT NAME: Lauren Hemphill PHONE (A/C No. Ext): 877-308-9663 E-MAIL ADDRESS: info@inszoneins.com	FAX (A/C, No): 916-503-6271
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Cincinnati Insurance Company	NAIC # 10677
	INSURER B: New Mexico Southwest Casualty Company	10207
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1127849719 **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:			EPP 047 30 60	1/31/2025	1/31/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EBA 047 30 60	1/31/2025	1/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP 047 30 60	1/31/2025	1/31/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	<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	26.136	1/31/2025	1/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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


CERTIFICATE HOLDER City of Santa Fe 200 Lincoln Ave Santa Fe NM 87501	CANCELLATION 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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The Purchasing Memo

Date: November 24, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Paul Joye, Chief of Police 
Paul Joye (Nov 24, 2025 12:37:18 MST)

From: Ben Valdez, Deputy Chief of Police 
B. Valdez, DC (Nov 24, 2025 12:27:40 MST)

Subject: BAR to fund Animal Services Emergency Contract and RFP Award

Vendor Name: Santa Fe Animal Shelter

Munis Vendor Number: 1521

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate \$500,000 from prior year Gross Receipts Tax Revenue to Fund Animal Services Emergency Contract and the RFP Award for The Santa Fe Animal Shelter for this Fiscal Year (FY26) Only.

BACKGROUND AND SUMMARY:

The original contract, City Clerk's #25-0011, was executed on January 14, 2025, as an emergency agreement. During the contract term, a Request for Proposals (RFP) was issued and remains under evaluation. Amendment #1, executed on August 8, 2025, increased the contract compensation by \$150,000 and extended the term by six months, establishing a new expiration date of February 5, 2026. At this time, negotiations between the City of Santa Fe and the Animal Shelter are still ongoing, and a final agreement has not yet been reached

ATTACHMENTS:

BAR



The Purchasing Memo

Date: October 23, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Randy Randall, TSF Executive Director 
Randy.Randall (Oct 24, 2025 07:48:11 GMT+2)

Via: Elisa Montoya, Community Development Director 
Elisa D. Montoya (Oct 27, 2025 13:49:12 GMT+2)

Cc: Jordan Guenther, TSF Marketing Director 

Subject: Amendment 3 of Item 23-0483

Vendor Name: Vladimir Jones (PRACO LTD.)

Munis Vendor Number: 7904

ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests your Review and Approval of Amendment #3 to 23-0483 with Vladimir Jones (PRACO LTD.) for Advertising Agency Services. Amendment #3 increases the amount of compensation by \$35,000 Including GRT for a total compensation of \$16,412,000 Including GRT for Four Year Term.

Committee Meetings

Quality of Life: 12/3/2025

Finance Committee: 12/8/2025

Governing Body: 12/10/2025

CONTRACT NUMBER:

3204117

BACKGROUND AND SUMMARY:

Requesting Amendment 3 increase of \$35,000 for a total contract of \$16,412,000. This increase will support the cost associated with a video production to capture new assets that would be used to promote Santa Fe in the current FY26 and subsequent Fiscal Years.

Amendment 2: 24-0597, increased Comp by \$7,500,000 for a total of \$16,377,000

Amendment 1: 23-0695, increased Comp by \$877,000 for a total of \$8,877,000

Original Contract: 23-0483, 4-year term, Compensation 8,000,000

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Lodgers Tax/213

Munis Org Name/Number: VSF/2130521

Munis Object Name/Number: Advertising Expense/561850

Budget Officer / Designee: Chris Parker Date: 10/28/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

RFP #23-49-P

Chief Procurement Officer (CPO)/Designee: [Signature] Date: 10/28/2025

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: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Original contract packet (with previous contract amendments)

**CITY OF SANTA FE, TOURISM Santa Fe
AMENDMENT No.3 TO
Contract #23-0483**

Adverting Agency

This AMENDMENT No.3 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated August 2, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Vladimir Jones (PRACO LTD). (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide the advertising agency Services.
- B. 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:

COMPENSATION.

To account for additional costs associated with added new asset capture as described in Article 1.D.1., Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Thirty Five Thousand Dollars (\$35,000) so that Article 3, paragraph A reads in its entirety as follows:

- A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed Sixteen Million Four Hundred Twelve Thousand Dollars (\$16,412,000).

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.

IN WITNESS WHEREOF, the parties have executed this Amendment No. ___ to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER, MAYOR

Meredith Vaughan
Meredith Vaughan (Oct 22, 2025 11:44:34 MDT)

MERIDITH VAUGHAN, CEO

DATE: _____

DATE: Oct 22, 2025
CRS #03-436229-00-0

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher Ryan
Christopher Ryan (Oct 22, 2025 13:46:53 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY K. OSTER, FINANCE DIRECTOR

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and VLADIMIR JONES (PRACO LTD), 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, § 13-1-95(2)F, and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as a professional service, rendering services related to advertising, marketing, and media services for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of four years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

I. Scope of Work

In collaboration with Tourism Santa Fe (TSF), the Contractor shall perform the following Scope of Work for the purpose of increasing tourism in the City of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media

- 1) Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
- 2) Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in-state travelers.

- 3) Contractor shall employ marketing strategies using both traditional and new media elements, including but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

- 1) Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement
- 2) Contractor shall collaborate with TSE and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSE programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade
- 3) Contractor may, in its discretion and at the request of TSE, assist in presenting TSE's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor
- 4) Contractor shall collaborate with TSE and submit a yearly advertising plan that will be a strategic component of the TSE Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

- 1) Contractor shall submit to TSE a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSE with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance from the estimated expense explained.
- 2) Contractor shall submit a report on the effectiveness of the campaign(s) to TSE Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSE

D. Production:

- 1) The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSE for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as

deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

F. Advertising and Media Buys:

- 1) Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance, Licenses:

- 1) The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
- 2) The Contractor agrees to obtain and maintain throughout the Term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
- 3) Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes.

3. Compensation.

A. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed eight million dollars (\$8,000,000) for the term of this Agreement.

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:

- | | | |
|----|----------------------------------|-------------|
| a. | FY 24: (07/01/2023 - 06/30/2024) | \$2,000,000 |
| b. | FY 25: (07/01/2024 - 06/30/2025) | \$2,000,000 |
| c. | FY 26: (07/01/2025 - 06/30/2026) | \$2,000,000 |
| d. | FY 27: (07/01/2026 - 06/30/2027) | \$2,000,000 |

B. Payment in future fiscal years 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.

4. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on JUNE 30, 2027 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. 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.

6. 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.

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 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of 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.

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 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.

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.

16. 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.

17. 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.

18. 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 NMSA 1978, sec. 38-3-2. 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.

19. 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.

20. 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.

21. 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. Commercial General Liability insurance shall be written on an occurrence basis and be as 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. Business Automobile Liability insurance for all owned, non-owned automobiles with a combined single limit not less than \$1,000,000 per accident

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. 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

22. 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.

23. 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.

24. 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. N.M.S.A. 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.

25. 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.

26. 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.

27. 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: Randy Randall, 201 W. Marcy Street, Santa Fe, NM 87501;
rrandall@santafenm.gov

To the Contractor: Vladimir Jones (PRACO)
Attn: Meredith Vaughn, CEO
6 North Tejon Street #400
Colorado Springs, CO 80903-3928
mvaughan@vladimijones.com

28. 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.

29. 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

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 Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:



ALAN WEBBER, MAYOR



MEREDITH VAUGHN, CEO

DATE: Aug 2, 2023

DATE: Jun 12, 2023

CRS#03-436229-00-0

Registration #227045

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

GB MTG 07/26/2023

CITY ATTORNEY'S OFFICE:



MARCOS MARTINEZ | JUN 8 2023 08:11 MDT

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:




Emily K Oster | Aug 1 2023 23:12 MDT

EMILY K. OSTER, FINANCE DIRECTOR

VSF Admin - 2130521/Adv Expense - 561850

\$1,050,000

CCC Ops - 5206600/Adv Expense - 561850

\$950,000 

**CITY OF SAN JOSE
AMENDMENT No. 1 TO
Professional Contract
#11110-23-0085**

This AMENDMENT No. 1 to the Agreement entered into by the CITY OF SAN JOSE, to amend a CONTRACT (hereinafter referred to as the "Contract") between the City of San Jose, California and VEDHANT JONES (PROFESSIONAL CONTRACTOR). The date of this Amendment shall be the date hereinafter recorded by the City and the Contractor whichever occurs last.

RECITALS:

- A. To acknowledge that the Contractor has agreed to amend the Contract as set forth;
- B. For the reasons stated in the Contract and for the reasons stated herein, the Contractor has agreed to amend the Contract as set forth in the pages of the Contract and the Amendment.

1. COMPENSATION

Article 1 paragraph A of the contract is amended to read as follows: "The Contractor shall be paid Eight Hundred Seventy Seven Thousand Dollars (\$877,000) for the Amendment to the Contract as set forth in the pages of the Contract and the Amendment."

Article 1 paragraph B of the contract is amended to read as follows: "The Contractor shall be paid a total of eight million eight hundred seventy seven thousand dollars (\$8,877,000) for the Contract as set forth in the pages of the Contract and the Amendment."

The City and the Contractor agree that the Contractor shall be paid the amount of the Amendment as set forth in the pages of the Contract and the Amendment.

- a. FY 24 (07/01/2023 - 06/30/2024) \$2,877,000
- b. FY 25 (07/01/2024 - 06/30/2025) \$2,000,000
- c. FY 26 (07/01/2025 - 06/30/2026) \$2,000,000
- d. FY 27 (07/01/2026 - 06/30/2027) \$2,000,000

B. Payment in future fiscal years 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 E, 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. The City shall have the right to inspect and accept or reject 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 rendered 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.

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.

IN WITNESS WHEREOF, the parties have executed this Amendment Set E to the Contract as of the dates set forth below:

CITY OF SANTA FE

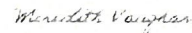


ALAN W. BRIBER, MAYOR

DATE: **Dec 20, 2023**

CONTRACTOR

VEADIMIR TONIS (PRACOFID)



MEREDITH VAUGHN, CEO

DATE: **Nov 8, 2023**

CRS#03-1367-29-00-0

Reputation: 9/2/2017

Geralyn Cardenas
Geralyn Cardenas (Dec 21 2023 11:53 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/23 XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Nov 17 2023 13:06 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Nov 27 2023 14:28 MST)

EMILY OSTER, FINANCE DIRECTOR

CCC Ops 5206600/Adv Expense 561850 \$877,000

24-0597
Item#
Munis Contract # 23-0483
Original Contract Item#23-0483
RFP # 23-49P

CITY OF SANTA FE
AMENDMENT No. 2 TO
Professional Contract
ITEM#23-0483

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Professional CONTRACT, dated August 2, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Vladimir Jones (PRACO LTD) (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide the advertising services.
- B. 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:

COMPENSATION

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of Seven Million Five Hundred Thousand Dollars (\$7,500,000.00) so that Article 3, paragraph A reads in its entirety as follows:

- A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed Sixteen Million Three Hundred Seventy-Seven Thousand Dollars (\$16,377,000.00).

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.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Vladimir Jones (PRACO LTD)


Alan Webber (Oct 10, 2024 10:29 MDT)
ALAN WEBBER, MAYOR



MERIDITH VAUGHAN, CEO

DATE: Oct 10, 2024

DATE: Aug 19, 2024
CRS#03-436229-00-0

Registration # 227045

ATTEST:


GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 10/09/2024 xv

CITY ATTORNEY'S OFFICE:


Patricia Feghali (Aug 19, 2024 16:25 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


EMILY OSTER, FINANCE DIRECTOR

From: [GUENTHER, JORDAN](#)
To: [SPENCER, SHIRLEY J.](#)
Subject: FW: [DETERMINATION REQUESTED] Advertising Agency of Record Services
Date: Monday, October 23, 2023 1:46:53 PM
Attachments: [image002.png](#)
[image003.png](#)
[Electronic Only RFP Template Version 6.3.31.22.docx](#)
[image001.png](#)

Here's the VJ Determination.

Jordan Guenther
Director Of Marketing
TOURISM Santa Fe



+1 505 309 1194
jguenther@santafenm.gov

201W. Marcy Street,
Santa Fe, NM 87501
www.santafe.org

[VIEW CARD](#)

Created with [hihello.me](#)

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Date: Friday, January 27, 2023 at 11:28 AM
To: GUENTHER, JORDAN <jguenther@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: RE: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Thank you

Under NMSA 1978 13-1-52 I am making a determination of services. Based on NMSA 1978 13-1-76, this falls in line with a **Professional Service**. If the SOW should change, a new determination will be needed. Since the totality of this project will be more than \$60K, a Request for Proposals (RFP) will be the formal solicitation method to be used. Please keep this as part of the procurement file for future reference.

The RFP number assigned to this solicitation is **23/49/P**. I have attached the current RFP template for utilization. Please let me know if you have any questions.

Thanks,

JoAnn D. Lovato
Contracts Supervisor
c: (505) 469-6045



From: GUENTHER, JORDAN <jguenther@santafenm.gov>
Sent: Friday, January 27, 2023 10:50 AM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: Re: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Hi JoAnn,

Thank you so much for the quick response this morning; very much appreciated.

I've attached the latest Contract Amendment for the current FY (Munis Contract #3200492). We're requesting an increase to our advertising budget for next FY, but of course that is dependent on the budget process. The \$1.8M is flat Y/Y.

Regarding your other two questions:

Will any federal funds be used? **NO**

Will the contractor be required to have a degree/certificate/special training to be able to perform the SOW? **NO**

Jordan Guenther
Director Of Marketing
TOURISM Santa Fe



+1 505 309 1194
jguenther@santafenm.gov

201W. Marcy Street,
Santa Fe, NM 87501
www.santafe.org

[VIEW CARD](#)

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From: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Date: Friday, January 27, 2023 at 10:43 AM
To: GUENTHER, JORDAN <jguenther@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: RE: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Hi Jordan,

I just saw the estimated annual budget at the bottom of the SOW.
One more question... what is the current contract number for this?

Thanks.

JoAnn D. Lovato
Contracts Supervisor
c: (505) 469-6045



From: GUENTHER, JORDAN <jguenther@santafenm.gov>
Sent: Friday, January 27, 2023 9:47 AM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: Re: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Good morning JoAnn,

Just following back up on this determination request. I know this is a bit redundant as I expect this to be Professional Services as it has been in the past, but just trying to follow process protocol.

Thank you.

Jordan Guenther
Director Of Marketing
TOURISM Santa Fe



+1 505 309 1194
jguenther@santafenm.gov
ov

201W. Marcy Street,
Santa Fe, NM 87501
www.santafe.org

VIEW CARD

Created with [hihello.me](https://www.hihello.me)

From: GUENTHER, JORDAN <jguenther@santafenm.gov>
Date: Tuesday, January 4, 2023 at 10:53 AM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: [DETERMINATION REQUESTED] Advertising Agency of Record Services

Hello JoAnn,

We're currently in the 4th year of a 4-year contract with our advertising agency contract.

Requesting your assistance with the determination of the SOW so that we can proceed accordingly (attached and pasted below for reference):

Scope of Work:

In collaboration with Tourism Santa Fe (TSF), the Contractor shall perform the following Scope of Work for the purpose of increasing tourism in the city of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1. Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2. Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3. Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Agency Collaboration:

1. Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2. Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3. Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4. Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Agency Services:

1. Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance vs. estimate explained.
2. Contractor shall submit a report on the effectiveness of the campaign(s) to TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.

D. Production:

1. The Contractor shall develop, design and produce advertising copy, layouts, designs and artwork for print, broadcast, radio, outdoor, interactive, audiovisual and on-line media and deliver such material to TSF for approval and then to advertising media, printer, broadcaster, internet provider or producer upon approval on time. Creative design and production include promotions and other projects as deemed necessary by TSF. Before releasing any material, including all forms of advertisement, to the media, the Contractor will obtain approval for all final layouts, copy or artwork from TSF. Final material shall be submitted to TSF for approval at least 24 hours in advance of release date.

E. Advertising and Media Buys:

1. Contractor shall arrange for all media to be billed at the net cost of time or space directly to the Contractor, which shall be paid from funds designated for media buys. The Contractor is responsible for placing written orders for time or space in advertising media and maintaining the records of all insertion orders, tear sheets, invoices, and all other billing information for a minimum of three (3) years. Contractor will notify TSF when prepayment of advertisement and/or production is required. TSF will make prompt payment in accordance with Section 2 of this Agreement.

Estimated Annual Cost:

\$1.8M










GB-650-Vladimir Jones

Final Audit Report

2025-11-14

Created:	2025-10-28
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJmKEXBqd7ahLQing1soSib07Frr6sOL_

"GB-650-Vladimir Jones" History


-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
2025-10-28 - 3:07:33 PM GMT- IP address: 63.232.20.2
-  Document emailed to CHRISTOPHER PARKER (csparker@santafenm.gov) for signature
2025-10-28 - 3:09:44 PM GMT
-  Email viewed by CHRISTOPHER PARKER (csparker@santafenm.gov)
2025-10-28 - 4:01:45 PM GMT- IP address: 104.47.64.254
-  Document e-signed by CHRISTOPHER PARKER (csparker@santafenm.gov)
Signature Date: 2025-10-28 - 4:02:21 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-10-28 - 4:02:24 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-10-28 - 8:25:03 PM GMT - Time Source: server- IP address: 98.97.112.254
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-10-28 - 8:25:07 PM GMT
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-14 - 9:01:03 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-11-14 - 9:01:03 PM GMT



The Purchasing Memo

Date: November 17, 2025

To: Governing Body and Finance Committee & Quality of Life

From: Randy Randall, TSF Executive Director 
Randy Randall (Nov 17, 2025 16:30:22 MST)

Subject: Mittera Printing Service - Amendment #4 of Item 22-0062

Vendor Name: Mittera

Munis Vendor Number: 9336

ITEM AND ISSUE:

Approval of Amendment #4 to item #22-0062 with Mittera for General Services. Amendment #4 is to Increases the Compensation for FY26 by \$150,757.12 for Printing of the Santa Fe Visitor’s for a Grand Total Compensation of \$737,584.59 – not to exceed for a term of 4 years, expiring June 30, 2026.

COMMITTEE REVIEW:

Quality of Life Committee: December 3, 2025
Finance Committee: December 8, 2025
Governing Body: December 10, 2025

CONTRACT NUMBER:

Munis contract number is 3203137

BACKGROUND AND SUMMARY:

Every year TOURISM Santa Fe (TSF) prints a quantity of the “Official Santa Fe Visitor Guide” for the promotion of Santa Fe. Mittera was selected through an ITB #22/19/B. This amendment #4 is to increase the compensation for FY26 in the amount of \$150,757.12 for contract grand total of \$737,584.59 for a four-year term expiring June 30, 2026.

History:

FY22	Original Contract 22-0062	for Printing Services	\$120,481.65
FY23	Amendment 1, 23-0150	to increase compensation by	\$146,585.82
FY24	Amendment 2, 23-0694	to increase compensation by	\$155,760.00
FY25	Amendment 3, 25-0095	to increase compensation by	\$164,000.00

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Lodgers Tax/213

Munis Org Name/Number: VSF Admin/2130521

Munis Object Name/Number: Print & Publish/561800

Budget Officer / Designee: Andy Hopkins Date: 11/19/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-102, ITB

Chief Procurement Officer (CPO) / Designee: [Signature] Date: 11/21/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT 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: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Determination, Vendor's Quote, COI &
General Services Original contract packet with Amendments

Item #: _____
Munis Contract #: 3203137
Original Contract Item #: 22-0062
ITB #: 22/19/B

**CITY OF SANTA FE, TOURISM Santa Fe
AMENDMENT No. 4 TO
Contract # 22-0062**

Printing Services

This AMENDMENT No. 4 (the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and MITTERA. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide the printing services.
- B. Pursuant to Article 8 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 One Hundred Fifty Thousand Seven Hundred Fifty-Seven Dollars and Twelve Cents (\$150,757.12) so that Article 3 reads in its entirety as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Deliverable Item:	U/I (unit of Issue)	Prices
250,000	FY22	\$120,481.65
200,000	FY23	\$146,585.82
200,000	FY24	\$155,760.00
175,000	FY25	\$164,000.00
175,000	FY26	\$150,757.12

The total compensation under this agreement shall not exceed Seven Hundred Thirty Seven Thousand Five Hundred Eighty-Four Dollars and Ninety Cents (737,584.59) including New Mexico Gross Receipts Tax.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:

ALAN WEBBER, MAYOR



Jon Troen (Nov 14, 2025 14:14:49 CST)
JON TROEN, CEO

DATE: _____

DATE: Nov 14, 2025

CRS # 03-520174-00-6 / FEIN # 42-01028248

ATTEST:

ANDREA SALAZAR, CITY CLERK

CITY ATTORNEY'S OFFICE:



Ruby Crews (Nov 14, 2025 13:55:46 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY K. OSTER, FINANCE DIRECTOR

Quote



Company Name: CITY OF SANTA FE - Tourism Santa Fe 7/28/2025 Estimate: 41338-3

Title Description: **2026 Santa Fe Tourism Guide - 144pg + 4pg Cover**

Quantity: 175,000

Trim Size: 6 x 10

Pre-Press: Single page digital files (PDF, P/S, EPS, DCS-2, TIFF/IT, or CT/LW) supplied to Mittera Group (MG) specifications for Computer-to-Plate processing.
Proofs: Soft proofs included. **Additional PDF \$5.00 Per Page, Additional Epson \$20.00 Per Page**

Presswork & Pages: **Cover: 4cp+MatteUV/4cp; Text: 4cp/4cp**

Paper: **Cover: 100# Gloss Book #3; Text: 50# CGW #4 80br**

Note: Paper prices included in this quote are based on current market rates and are subject to change. Please see conditions affecting the price of paper and other general provisions in the "Paper Terms & Conditions Acknowledgement" form attached.

Binding: Perfect Bind & Trim

Packaging: Stack down on skids and shrink wrap

Delivery: F.O.B. Mittera - Los Alamitos, CA (All Freight is additional)

Schedule: Quote subject to a mutually agreeable schedule based on available manufacture time.

Mailing Services: All mailing processes are additional

Overs/Unders: An over-run of 3% _____ (initials) and under-run of 3% _____ (initials) of the quantity ordered will constitute an acceptable delivery and shall be billed according to the actual quantity delivered.

Pricing:

	<u>175,000 copies</u>	<u>Add'l/M's</u>	<u>Less'l/M's</u>
Base print & paper	\$ 129,398.49	\$ 762.29	\$ 533.60
Freight estimate / 2 Trucks	\$7,926.00	(75,000 to Santa Fe, NM 87501 / 100,000 to Albuquerque, NM 87101) (Fuel is estimated at today's rate but will be invoiced at prevailing rate at time of shipment. Fuel is ESTIMATE only.)	
Fuel Surcharge estimate @ 31.5%	\$2,496.69		
UPS estimate	\$60.00		
Estimated taxes	\$10,875.94		
Estimated total	\$ 150,757.12		

DUE TO THE CURRENT VOLITILITY IN THE PAPER INDUSTRY, PAPER PRICES AND AVAILABILITY OF PAPER WILL NEED TO BE CONFIRMED AT THE TIME THE QUOTE IS SIGNED. ALL QUOTES WILL BE ADJUSTED TO THE FINAL PRICE OF PAPER UPON PAPER DELIVERY TO MITTERA'S FACILITY AND WILL REQUIRE A NEW SIGNATURE TO THE ADJUSTED QUOTE.

Terms

- This quote and performance thereof is subject to credit approval in writing by the credit department at Mittera Group.
- Pallets included in this quote are based on full pallets. Any incremental pallets used due to Customer distribution requirements will be invoiced at \$21.25 per pallet. Product handling of mail pallets will be invoiced at \$5.00 per pallet.
- Any applicable federal, state, or local taxes are not included in quoted price and will be added to the invoice.
- Freight rates exclude any fuel surcharge. A line item for fuel surcharge will be added based on the week the product was shipped. Rates are determined by the Department of Energy and are published weekly.
- The instructions, terms, conditions, and provisions appearing herein and on page 2, and any attachments, are made part of this quotation.
- Additional thousands or less thousands price can be used for either increased or decreased quantities, as long as the quantity is within 10% of the quantity quoted. Variances greater than 10% (plus or minus) must be re-quoted.
- Pre-Press services required due to files or proofs not meeting **MG** specifications will be processed without notice as long as the incremental cost is \$400.00 or less, and will be invoiced accordingly. **MG** will notify the Customer if the charges exceed \$400.00.
- An energy surcharge may be added as a general percentage to the entire invoice (not including freight) based in current market conditions.
- The miscellaneous price list attached to this quote will be used for invoicing those services not covered under this quote.
- Prices in this quote are subject to change based on increased cost of commodities (i.e. paper, ink, pallets, etc...), minimum wage adjustments, or consumer price index inflation.

Customer Acceptance:

A facsimile signature shall be deemed an original and can be used as such or all purposes.

Signature: _____ Date: _____

Name: Jordan Guenther

Title: Director or Marketing

Phone: 503.309.1194

Email: jguenther@santafenm.gov

CITY OF SANTA FE - Tourism Santa Fe

Mittera Group

Name: Harry Tomlinson

Title: Director Integrated Sales

Phone: 817.901.9430

Email: Harry.Tomlinson@mittera.com

7/28/2025

Quote



TERMS & CONDITIONS:

This Proposal is an offer by Mittera ("Supplier") for the sale of the services specified on the face of this Proposal (the "Services") to the party to whom the Proposal is addressed (the "Customer"), in accordance with and subject to these terms and conditions (the "Order"). This Order, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the Order, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter of the Order. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Customer's general terms and conditions of purchase or any other document issued by Customer in connection with this Order.

Estimate

A Proposal not accepted in writing within thirty (30) days may be changed. Estimates are based on Supplier's understanding of Customer's specifications and on the cost of labor and materials on the date of the Proposal. If changes occur in the cost of materials, labor, or other costs prior to acceptance, or if Customer requires changes in specifications, quantities, designs, or the production schedule subsequent to acceptance, Supplier reserves the right to change the pricing of the Proposal. Subsequent orders may be subject to price revision.

Payment

Unless otherwise specified herein, payment for Services shall be net cash due thirty (30) days from invoice date, and payment for freight shall be net cash, due 10 days from invoice date. In the event Customer defaults in making any payment when due, (a) Supplier may suspend performance under this Order; and (b) a finance charge of 1.5% percent per month (18% per annum), together with all costs of collection, including reasonable attorney's fees, will be charged on all past-due balances until paid.

As security for payment of any sum due under the terms of this Order, Supplier has the right to hold and place a lien on all of Customer's property in Supplier's possession.

Delivery

Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. Supplier's platform.

Postage

Estimates do not include postage. Supplier will notify Customer in writing including by facsimile or by delivery-confirmed e-mail of the required postage as soon as this amount is known and will notify Customer of the date when the postage is needed in order to complete the mailing prior to the agreed-upon mailing date. While Supplier will make every effort to provide Customer with an accurate estimate of required postage, Supplier is not responsible for additional postage charges if the rate of postage changes for reasons beyond Supplier's control.

Payment of postage in advance is required on all orders and is Customer's responsibility. Supplier reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. Customer will provide the postage payment in adequate time for Supplier to complete the mailing prior to the previously agreed-upon mail date.

Taxes

All taxes and assessments levied by any governmental authority are Customer's responsibility and will be added to Customer's invoice. No tax exemption will be granted unless official proof of Customer's exemption is on file with Supplier. If, after Customer has paid the invoice, it is determined that more tax is due, Customer must promptly remit the required taxes to the taxing authority or immediately reimburse Supplier for any additional taxes paid.

Cancellation

Customer shall give Supplier as much notice as reasonably practicable if Customer wishes to cancel the Order. Customer shall be liable for all costs incurred by Supplier resulting from such cancellation that are not avoidable through reasonable commercial efforts, including, without limitation, materials ordered or inventoried on Customer's behalf and not otherwise usable by Supplier in the ordinary course of its business within a reasonable period of time.

Copyrights

Customer warrants that it has the right to produce the subject matter to be printed, duplicated, or distributed.

Prepress, Preparatory, and Proofing

Until Customer's data or media can be evaluated by Supplier, no claims or promises are made about Supplier's ability to work with the material submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize Customer-supplied files will be charged at prevailing rates.

Supplier will submit prepress proofs along with original copy for Customer's review and approval. Corrections will be communicated electronically or returned to Supplier on a "master set" marked "OK," "OK With Corrections," or "Revised Proof Required," and electronically authorized or signed by Customer. Supplier will not be responsible for undetected production errors if: (a) Customer does not require proofs; (b) the work is printed per Customer's OK; or (c) requests for changes are communicated orally.

When proofing color, a reasonable variation between color proofs or electronic renderings and the final product is to be expected. This is due to differences in viewing conditions, equipment, paper, inks, and toner between the color proofing process and print production.

Press proofs will not be furnished unless they have been requested by Customer and presented in Supplier's quotation. A press sheet can be submitted for Customer's approval as long as Customer is present at the press during makeready. Any manufacturing time lost or alterations/corrections made because of Customer's delay or change of mind will be chargeable at Supplier's current rates.

Overruns, Underruns, Spoilage

Overruns or Underruns: Will not exceed ten (10) percent of the quantity ordered. Supplier will invoice for the actual quantity delivered within this tolerance. If Customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of estimate. Customer must advise Supplier, in advance of the job, the disposition of overs. Overs may be returned to Customer, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at Supplier's option and without liability to Supplier, material may be automatically destroyed after 60 days if Customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated.

Spoilage: All direct mail handling and processing involves spoilage. Spoilage of up to three (3) percent of Customer's material is typical. Allowances for spoilage should be taken into consideration in ordering material. Every effort will be made to handle Customer's material with frugality and to prevent undue spoilage. Nevertheless, Supplier cannot accept responsibility for shortages of material as a result of normal spoilage in processing.

Storage

Verified Quantities: Outside manufacturer delivery tickets must accompany the material delivered and should show the number of rolls, skids, or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity, and a sample clearly visible.

Each skid should have only one material version, unless clearly marked and separated. Multiple items should not be included within a single carton, skid, or container unless noted thereon and on accompanying paperwork. Skids may not contain more than 2,000 pounds of material. Supplier will apply a surcharge for any rework necessary for materials received not meeting these specifications. Collect shipment will be accepted by Supplier only if clearance is obtained in advance, and a service charge will be added to the actual freight charges.

Counts: Supplier accepts outside manufacturers' count until processing and assume no responsibility for shortages discovered at that time. Additional charges will apply if Customer requires Supplier to verify outside manufacturers' counts prior to processing.

Paper Storage: Supplier will provide storage for Customer's paper chargeable at Supplier's current rates and based on the quantity of paper on hand the first day of the month. If storage charges remain unpaid for 90 days, Supplier shall have the right to demand that Customer remove the paper from Supplier's storage. If Customer fails to remove the paper after 20 days' notice, Supplier may sell the paper and remit the proceeds to Customer less storage costs and costs of sale. Supplier shall also have the right to purchase the paper for its own account at market rates.

Material Storage: Storage of finished goods, inserts, covers, cartons, and all other material will be free for up to 30 days prior to, and 30 days after, the originally scheduled print date. Finished goods and other material received earlier than 30 days prior to, or remaining in storage 30 days after, the originally scheduled print date will be chargeable at Supplier's current rates.

Claims

Claims for defects, damages, or shortages must be made by Customer in writing no later than 10 calendar days after delivery. If no claim is made within the specified time period, Supplier and Customer will have mutually acknowledged that the job has been accepted by Customer and that Supplier's performance has fully satisfied all terms, conditions, and specifications of this Order.

Choice of Law and Venue

This Order is made pursuant to and shall be governed by the law of the state where the Services are performed, and Customer consents to jurisdiction of the courts thereof.

Damages/Limitation of Liability

Supplier's liability for any and all claims whatsoever of any kind and nature arising out of this Order shall not exceed Supplier's price to Customer for performing the Services, and further mutually agree that replacing the work (including any services) or re-mailing or re-shipment a correction or corrected job as soon as possible to rectify the mistake that is the subject of this Order shall satisfy any and all claims whatsoever of any kind and nature arising out of this Order.

Under no circumstances will Supplier be liable for incidental or consequential damages, including but not limited to lost profits and lost postal discounts, however proximate or foreseeable, arising out of the Services.

Waiver

No waiver by either party of any default by the other in the performance of or compliance with any provision, condition, or requirement herein shall be deemed to be a waiver of, or any manner release such other party from compliance with any provision, condition, or requirement in the future, nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter. Any matter arising under this Order that creates a right of action in either party against the other party, or the enforcement of any obligation or undertaking by one party against the other, shall survive any termination or expiration of this Order.



Paper Terms & Conditions Acknowledgement

In an effort to provide our customers with the utmost flexibility, timeliness and competitive paper pricing, MG will routinely utilize our vast inventory of fine printing papers to manufacture your product. For your convenience, MG has access to over 100 sizes, types, and grades for just in time delivery. The information below outlines our paper terms and conditions.

General Paper Provisions:

Upon the mutual agreement of both MG and Customer in writing, changes may be made in delivery schedules, specifications as to quantities, specifications as to finished sizes and page count, specifications as to paper or any other matters affected by the conditions referred to above. In the event Customer changes delivery schedule, quantity, page count or finished size without mutual agreement of MG in writing, Customer will be financially responsible for balance of unused paper that Printer has secured for job(s) currently in and / or scheduled for production. If MG purchases paper on behalf of Customer, and Customer leaves Printer prior to using such paper, then Customer agrees to financially reimburse MG for any unused paper. Unused paper is defined as paper on MG's floor, off-site storage locations, or in transit from the vendor whom the paper was purchased.

Paper Price:

The agreed upon contract price includes paper priced as of the date of the contract. Paper prices are market driven and subject to change at any time. In the event the cost of paper on date of delivery of paper exceeds the paper cost on the date of this contract, MG reserves the right to charge customer the added paper cost to the contract price. If consumption of paper in contract exceeds 44,000 lbs, MG agrees to provide customer 30 days written notice of stated paper price increase in the contract price.

Paper Shortage Clause:

MG shall not be liable for damages, proximate or remote, arising in any way from its failure to make or delay in making delivery because of its inability to obtain paper in the amounts and grades specified herein or arising in any way from any circumstances or other unavoidable cause beyond the control of MG. Within a reasonable time after receiving knowledge of any condition referred to above, MG shall give notice to customer of such condition.

Quantity Variation:

An over-run of 3% _____ (initials) and under-run of 3% _____ (initials) of the quantity ordered will constitute an acceptable delivery and shall be billed according to the actual quantity delivered.

Customer Acknowledgement:

CITY OF SANTA FE - Tourism Santa Fe

Date

From: [LOVATO, JOANN D.](#)
To: [SPENCER, SHIRLEY J.](#)
Subject: RE: Mittera Amendment
Date: Monday, October 23, 2023 12:46:07 PM
Attachments: [image001.png](#)

Thank you Shirley. This will be General Services.

JoAnn D. Lovato Montañó, CPO
Contracts Supervisor
c: (505) 469-6045



From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Monday, October 23, 2023 12:33 PM
To: LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Mittera Amendment

Just increasing Comp not SOW for both –

MITTERA in the amount of 120,481.65 (original). Amendments: 1 & 2 now total: 406,827.47 (ITB #22/19/B)

Scope of Work

- A. The Contractor shall perform the work as outlined in following Specifications and incorporate herein by reference.

The Contractor shall perform Printing and Annual Santa Fe Visitors Guide and Mailing Envelopes. The Visitors Guide Scope (digital example of 2021 Visitors Guide can be found at <https://issuu.com/visitsantafe/docs/santafevisitorsguide2022>:

Print-ready files provided by TOURISM Santa Fe to selected vendor

- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022 116 pages (112 pages, plus 4-page cover)
- Paper: 45# or 50# Interior, 80# Cover Ink – 4 Color Process, Gloss Varnish
- Quantity: 250,000 run Trim Size: 5.375 x 8.375 Bindery: Perfect bound

VLADIMIR JONES (PRACO) in the amount of 8 Million (Original). Amendment 1: grand total: 8.835M Term end June 30, 2027 RFP# 23/49/P

Scope of Work for the purpose of increasing tourism in the City of Santa Fe and building on the success and momentum of The City Different Brand (Brand):

A. Integrated Advertising Campaign and Comprehensive Media:

1. Contractor is responsible for the creative development, production, trafficking/distribution, media placement, and ongoing collaboration and account services for TSF to further strengthen the Brand's effectiveness.
2. Contractor shall identify target markets including prioritized domestic fly markets, regional drive markets, and in state travelers.
3. Contractor shall employ marketing strategies using both traditional and new media elements, including, but not limited to print, television, out of home, digital display, online video, digital native content, paid social media, strategic marketing partnerships, and experiential marketing.

B. Collaboration:

1. Contractor shall be available upon reasonable notice to plan and review work in progress under the terms of this Agreement.
2. Contractor shall collaborate with TSF and third-party contractors, as appropriate, in the development of strategic plans that integrate advertising activities and other TSF programs including but not limited to web development, social media, public relations, meetings and conferences, and tourism trade.
3. Contractor may, in its discretion and at the request of TSF, assist in presenting TSF's advertising objectives, strategic plans and creative direction to industry partners, in legislative meetings, and in public forums. Travel expenses associated with planning or presentations are the responsibility of the Contractor.
4. Contractor shall collaborate with TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets and is supported by statistics and research required to achieve goals. In addition, on a yearly basis perform market research to inform and guide the advertising decisions.

C. Contractor Services:

1. Contractor shall submit to TSF a budget tracker showing a detailed breakdown of all production and media budgets, amount committed to date, and amount billed to date no later than the tenth business day of the following month. Failure to provide an updated budget tracking may result in the delay of future payments directly related the reports but will not result in a delay in payment of monthly fees. Contractor shall also provide TSF with a production expense estimate, which must be submitted and approved prior to invoicing. Invoices should include line item detail with any variance from the estimated expense explained.
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return on the advertising dollar investment, and any/all tracking mechanisms deemed appropriate by TSF.

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- F. The parties understand this is a non-exclusive agreement and Contractor may freely contract with other entities for the performance of service.

G. Standard of Performance; Licenses:

1. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.
2. The Contractor agrees to obtain and maintain throughout the Terms of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.
3. Contractor will use its best efforts to contract with local Santa Fe businesses to serve TSF and build the Brand. Contractor shall notify TSF of its subcontractors and update the City on any subcontractor changes.

Shirley

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>

Sent: Monday, October 23, 2023 12:18 PM

To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Subject: RE: Mittera Amendment

Okay, can you please send the original SOW?

Thanks.

JoAnn D. Lovato Montaño, CPO

Contracts Supervisor

c: (505) 469-6045



From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Sent: Monday, October 23, 2023 12:16 PM

To: LOVATO, JOANN D. <jdlovato@santafenm.gov>

Subject: RE: Mittera Amendment

Importance: High

Hi Joanne,

I have no determination email.....these contracts were done prior to new determination processes. I have another one as well that I am working on - Vladimir Jones....

Shirley

From: LOVATO, JOANN D. <jdlovato@santafenm.gov>

Sent: Monday, October 23, 2023 12:13 PM

To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Subject: RE: Mittera Amendment

Hi Shirley,

Did you receive an original determination of services? As long as there is no change in the SOW, it will remain the same and you can use the original determination.

Thank you.

JoAnn D. Lovato Montaño, CPO

Contracts Supervisor

c: (505) 469-6045



From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>

Sent: Friday, October 20, 2023 3:15 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Mittera Amendment

Hi Travis,
Do I need a determination for an amendment to increase the compensation for our FY24 Visitor Guides printing. We will increase it by 15,677.93
We received a revised quote in the amount of 159,559.00 (page 3).

Here is the breakdown of contract # 3203137:

> Original	120,481.65
> Revised with amendment	406,827.47
> Open PO Balance	139,760.00
> Spent so far	262,946.40
> Available	4,121.07

New Quote		159,559
Open PO	-	139,760
	=1	9,799.00
		• 4,121.07 (bal on contract)
		=15,677.93 (increase contract by)

>
> Shirley

Shirley Spencer
Administrative Manager
TOURISM Santa Fe
505-955-6208

CITY OF SANTA FE
 BIDS RECEIVED
 200 Lincoln Ave., Room 122, or P.O. Box 909, Santa Fe, New Mexico 87504-0909
 Fran Dunaway, CPO
 TR # 22/19/8

Date	Time	COMPANY	Email
11/15/2021	2:30p	Hudson Printing	mcozbi@hudsonprinting.com
11/16/2021	9:39a	MPiprint	mp@mpiprint.com
11/16/2021	3:43p	Mitera	Henry.Lord@mitera.com
11/17/2021	12:39p	Publication Printer	Justin.DeSantis@publicationprinters.com

Hudson Printing	Bid Item	Price	MPiprint	Bid Item	Price	Mitera	Bid Item	Price	Publication Printers Corp.	Bid Item	Price
250,000	5,375 x 8,375 45# Perfect Bound Official Santa Fe Visitors Guide	100,800	250,000	5,375 x 8,375 45# Perfect Bound Official Santa Fe Visitors Guide	\$118,142	250,000	5,375 x 8,375 45# Perfect Bound Official Santa Fe Visitors Guide	99,939	250,000	5,375 x 8,375 45# Perfect Bound Official Santa Fe Visitors Guide	86,147.12
300,000	5,375 x 8,375 #45 Perfect Bound Official Santa Fe Visitors Guide	120,000	300,000	5,375 x 8,375 45# Perfect Bound Official Santa Fe Visitors Guide	\$136,480	300,000	5,375 x 8,375 45# Perfect Bound Official Santa Fe Visitors Guide	118,047	300,000	5,375 x 8,375 45# Perfect Bound Official Santa Fe Visitors Guide	102,847.03
250,000	5,375 x 8,375 50# Perfect Bound Official Santa Fe Visitors Guide	\$118,142	250,000	5,375 x 8,375 50# Perfect Bound Official Santa Fe Visitors Guide	106,507	250,000	5,375 x 8,375 50# Perfect Bound Official Santa Fe Visitors Guide	96,505.30	250,000	5,375 x 8,375 50# Perfect Bound Official Santa Fe Visitors Guide	96,505.30
300,000	5,375 x 8,375 #50 Perfect Bound Official Santa Fe Visitors Guide	\$136,480	300,000	5,375 x 8,375 50# Perfect Bound Official Santa Fe Visitors Guide	125,761	300,000	5,375 x 8,375 50# Perfect Bound Official Santa Fe Visitors Guide	115,247.91	300,000	5,375 x 8,375 50# Perfect Bound Official Santa Fe Visitors Guide	115,247.91
1	Approx. Shipping 45# /250,000 to Santa Fe, NM 87501	\$9,400	1	Approx. Shipping 45# /250,000 to Santa Fe, NM 87501	\$14,750	1	Approx. Shipping 45# /250,000 to Santa Fe, NM 87501	\$4,600	1	Approx. Shipping 45# /250,000 to Santa Fe, NM 87501	\$2,914.44
1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	\$9,400	1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	\$14,750	1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	\$2,300	1	Approx. Shipping 45# /300,000 to Santa Fe, NM 87501	\$3,531.63
1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501	\$14,750	1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501	\$14,750	1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501	\$2,300	1	Approx. Shipping 50# /250,000 to Santa Fe, NM 87501	\$3,088.68
1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501	\$14,750	1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501	\$14,750	1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501	\$2,300	1	Approx. Shipping 50# /300,000 to Santa Fe, NM 87501	\$4,374.66
75,000	Standard 6 x 9 booklet envelope, self-seal	\$5,350	75,000	Standard 6 x 9 booklet envelope, self-seal	\$6,500	75,000	Standard 6 x 9 booklet envelope, self-seal	\$7,342.35	75,000	Standard 6 x 9 booklet envelope, self-seal	
100,000	Standard 6 x 9 booklet envelope, self-seal	\$6,350	100,000	Standard 6 x 9 booklet envelope, self-seal	\$8,185	100,000	Standard 6 x 9 booklet envelope, self-seal	\$8,801.95	100,000	Standard 6 x 9 booklet envelope, self-seal	
1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	\$385	1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	\$675	1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	\$510	1	Approx. Shipping 75,000 envelopes to Santa Fe, NM 87501	
1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	\$500	1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	\$675	1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	\$610	1	Approx. Shipping 100,000 envelopes to Santa Fe, NM 87501	

**CITY OF SANTA FE
AMENDMENT No. 3 TO
GENERAL Services Contract
ITEM# 22-0062**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE GENERAL SERVICES CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and MITTERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide printing services.
- B. Pursuant to Article 8 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 One Hundred Sixty Four Thousand Dollars (\$164,000) so that Article 3 reads in its entirety as follows:

Deliverable item:	U/I (unit of issue)	Prices
250,000 run	FY22	\$120,481.65
200,000 run	FY23	\$146,585.82
200,000 run	FY24	\$155,760.00
175,000 run	FY25	\$164,000.00


The total compensation under this Agreement shall not exceed Five Hundred Eighty-Six Thousand Eight Hundred Twenty-Seven dollars and forty-seven cents (\$586,827.47) including New Mexico gross receipts tax.

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.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:



Alan Webber (Mar 17, 2025 10:36 MDT)
ALAN WEBBER, MAYOR

DATE: Mar 17, 2025

CONTRACTOR:




Jon Troen (Feb 4, 2025 12:51 CST)
JON TROEN, CEO

DATE: Feb 4, 2025

NMBTIN: _____

ATTEST:



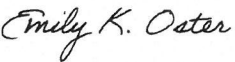
ANDREA SALAZAR (Mar 7, 2025 10:51 MDT)
ANDREA SALAZAR, CITY CLERK XIV
GB MTG 03/12/2025

CITY ATTORNEY'S OFFICE:



Patricia Feghali (Feb 4, 2025 12:03 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

Item# 23-0694
Munis Contract# 2203137
Original Contract Item# 22-0062
ITB #: 22/19/B

**CITY OF SANTA FE
AMENDMENT No. 2 TO
Service Contract
ITEM# 22-0062**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Service CONTRACT, dated February 23, 2022 (the "Contract"), between the City of Santa Fe (the "City") and MITTERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Contract, Contractor has agreed to provide printing services.
- B. Pursuant to Article 8 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. SCOPE OF WORK

- A. Article 2 of the Contract is amended to read as follows: The Contractor shall perform the work as outlined in following Specifications and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes.

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022/January 2023/January 2024
- 116 pages (112 pages, plus 4-page cover)

- Paper: 45# or 50# Interior, 80# Cover Ink – 4 Color Process, Gloss Varnish
- Quantity: 250,000 run Trim Size: 5.375 x 8.375 Bindery: Perfect bound

2. COMPENSATION.

Article 3, of the Contract is amended to increase the amount of compensation by a total of **Sixteen Thousand Dollars (\$16,000)** so that Article 3, reads in its entirety as follows:

The City shall pay the contractor based upon fixed prices for each Deliverable Item as listed here.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Prices</u>
250,000	FY22	\$120,481.65
200,000	FY23	\$146,585.82
200,000	FY24	\$155,760.00


The total compensation under this Agreement shall not exceed **Four Hundred Twenty-Two Thousand Eight Hundred Twenty-Seven Dollars and Forty-Seven Cents (\$422,827.47)**.

3. 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.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Dec 26, 2023 08:21 MST)
 ALAN WEBBER, MAYOR

CONTRACTOR:
Mittera:


Harry Tomlinson (Nov 3, 2023 15:28 CDT)
 HARRY TOMLINSON, DIRECTOR

DATE: Dec 26, 2023

DATE: Nov 3, 2023
 CRS# 03-520174-00-6

Registration # 231903

ATTEST:


Geraldyn Cardenas (Dec 28, 2023 09:25 MST)

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 12/13/2023 *XIV*

CITY ATTORNEY'S OFFICE:


Patricia Feghali (Dec 27, 2023 11:51 GMT-2)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


Emily K. Oster (Dec 26, 2023 08:18 MST)

EMILY OSTER, FINANCE DIRECTOR

2130521.561800 *AH*
VSF Admin/Print & Publish

Item# 23-0150
Munis Contract# 3203137

3203137

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICES AGREEMENT
ITEM# 22-0062

This AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE SERVICES AGREEMENT, dated February 23, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and MITTERA (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

- A. Under the terms of the Agreement, Contractor has agreed to provide the services to printing of Annual Santa Fe Visitors Guide and Mailing Envelopes as outlined in original contract
- B. Pursuant to Article 8 of the Agreement, 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 Agreement is amended to increase the amount of compensation by a total of two hundred eighty-six thousand three hundred forty-five dollars and eighty-two cents (\$286,345.82) so that Article 3 reads in its entirety as follows:

The City Shall pay the contractor based upon fixed prices for each Deliverable item as listed here

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Prices</u>
01 250,000	FY22	\$120,481.65
02 200,000	FY23	\$146,585.82
03 200,000	FY24	\$139,760.00

The total compensation under this Agreement shall not exceed Four Hundred Six Thousand Eight Hundred Twenty-Seven Dollars and Forty-Seven Cents (\$406,827.47), including New Mexico gross receipts tax.

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Mittera



ALAN WEBBER, MAYOR

DATE: Apr 16, 2023



Harry Tomlinson (Mar 7, 2023 12:21 CST)

HARRY TOMLINSON, DIRECTOR


DATE: Mar 7, 2023

CRS# 03-520174-00-6

Registration #231903

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK 
GB MTG 04/12/2023

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Mar 6 2023 11:55 AM ET)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Apr 16, 2023 08:00 MDT)

EMILY OSTER, FINANCE DIRECTOR
VSF Admin/Print & Publish
2130521.561800 AK
AK

**CITY OF SANTA FE
GENERAL SERVICES CONTRACT**

Printing of Annual Visitors Guide

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, TOURISM Santa Fe, herein after referred to as the "City", and MITTERA herein after referred to as the "Contractor."

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and the City of Santa Fe Procurement Manual, the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the City of Santa Fe has selected the Contractor as the Offeror most advantageous to the City of Santa Fe; and

WHEREAS, all terms and conditions of ITB # 22/19/B and the Contractor's response to such document(s) are incorporated herein by reference; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* this award was made.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to MITTERA. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the work as outlined in following Specifications and incorporated herein by reference.

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Printing of Annual Visitors Guide

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, TOURISM Santa Fe, herein after referred to as the "City", and MITTERA herein after referred to as the "Contractor."

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and the City of Santa Fe Procurement Manual, the Contractor has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the City of Santa Fe has selected the Contractor as the Offeror most advantageous to the City of Santa Fe; and

WHEREAS, all terms and conditions of ITB # 22/19/B and the Contractor's response to such document(s) are incorporated herein by reference; and

WHEREAS, all Parties agree that, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* this award was made.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

C. "You" and "your" refers to MITTERA. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

A. The Contractor shall perform the work as outlined in following Specifications and incorporated herein by reference.

The Contractor shall perform Printing of Annual Santa Fe Visitors Guide and Mailing Envelopes. The Visitors Guide Scope (digital example of 2021 Visitors Guide can be found at <http://www.comvisitsantafe.com/santafevisitorsguide2022/>)

- Print-ready files provided by TOURISM Santa Fe to selected vendor
- Shipping/Delivery: Approx. cost to ship to Santa Fe, NM 87501, delivered December 2021/January 2022
- 116 pages (112 pages, plus 4-page cover)
- Paper: 45# or 50# Interior, 80# Cover
- Ink: 4 Color Process, Gloss Varnish
- Quantity: 250,000 run
- Trim Size: 5.375 x 8.375
- Bindery: Perfect bound

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01 250,000		\$120,481.65

The total compensation under this Agreement shall not exceed One Hundred Twenty Thousand Four Hundred Eighty-one dollars and sixty-five cents (\$120,481.65), including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the

Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on June 30, 2026. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMISA 1978, §§ 15-1-150 through 152.

6. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract 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 sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor 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 paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. 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) Except as otherwise provided in Paragraphs 7.A and 17, 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 17, "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.

8. 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 Paragraph 7 herein, or to agree to the reduced funding.

9. Status of Contractor

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. 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.

11. 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.

12. Non-Collusion

In signing this Agreement, the Contractor/Contractor certifies the Contractor/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.

13. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. Commercial Warranty

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NFW and of most current production, unless otherwise specified.

16. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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.

17. Appropriations

The terms of this Agreement, and any orders placed under it, 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 legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. 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.

18. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. 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 prior written approval by the City.

20. Conflict of Interest

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 of services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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 Paragraph 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 Paragraph 20 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 Paragraph 20 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.

21. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. Scope of Agreement: 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. Notice

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 bribes, gratuities and kickbacks.

24. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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.

25. Indemnification

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. 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.

27. 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 NMSA 1978, § 38-3-2. 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.

28. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. 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.

31. Inspection

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. Inspection of Services

If this contract is for the purchase of services, the following terms shall apply:

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the contract for default.

33. 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. 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. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. 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.

34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. 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.

36. 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.

37. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and/or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense or settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

2) replace or modify the product or service so that it becomes non-infringing; or

3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. Survival

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification, Indemnification, and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or

related entities

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: TOURISM Santa Fe, Randy Randall, Executive Director,
randyr@sanfefeeconomy.com, 505-955-6209, 201 West Marcy St. Santa Fe, NM 87501

To the Contractor, MITTERA, Harry Tomlinson, Bus. Dev. Director,
harry.tomlinson@mittera.com, 817-901-9430

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: MITTERA, Harry Tomlinson, Bus. Dev. Director,
harry.tomlinson@mittera.com, 817-901-9430

42. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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:

John Blair

Public - Feb 23, 2022 11:49 AM

JOHN BLAIR, CITY MANAGER

DATE: Feb 23, 2022

Harry Tomlinson

HARRY TOMLINSON

DIRECTOR

DATE: 02.15.22

CRS #03-520174-00-6

FEIN #42-01028248

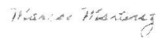
Registration #231903

ATTEST:



KRISTINE BUSTOS MIHELICIC, CITY CLERK ^{XIV}

CITY ATTORNEY'S OFFICE:



MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



MARY MCCOY, FINANCE DIRECTOR

VSF Admin/Print & Publish/Org./Obj. # 2130521.561800











GB-650-Mittera_Amend_4

Final Audit Report

2025-11-24

Created:	2025-11-18
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsYy24tl5fC6QVOxF3jIzPFNma6h6bZR_

"GB-650-Mittera_Amend_4" History

-  Document created by ALYSSA PEREZ (aeperez@santafenm.gov)
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-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-11-18 - 9:47:32 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-11-19 - 6:30:11 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
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-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-11-19 - 6:30:55 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-11-19 - 7:18:10 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2025-11-21 - 5:59:11 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2025-11-21 - 5:59:15 PM GMT
-  Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2025-11-24 - 3:28:29 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-11-24 - 3:28:29 PM GMT



DATE: November 25, 2025

TO: Governing Body

FROM: Chelsey Johnson, Arts and Culture Director *CJ*

RE: Request for FY26 BAR for Arts & Culture

ACTION:

The Arts and Culture Department respectfully requests approval of \$440,000 in one-time funding from current Lodger's Tax balances to assist in funding community events, art in public places, and grants and services for FY26.

BACKGROUND AND SUMMARY:

In FY26, Arts and Culture is managing and supporting significant one-time initiatives. These include:

- Restoring and expanding our art in public places portfolio, including maintenance of current works, revamping and installing signage, and preparing new calls for sculptures and murals
- public programming for the 20th anniversary of Santa Fe's prestigious UNESCO Creative City designation
- expanded our one-time event funding of popular and culturally relevant Santa Fe events including the Honoring Native Nations Pow Wow on the Plaza, the Wonderful Fantastic Hip Hop Festival, Lowrider Day on the Plaza, Canyon Road Summer Walks and Guadalupe Winter Walk, the Recycled Art Show, the Tewa Nangeh exhibit at Georgia O'Keeffe, and more
- funding a feasibility study for the future restoration and operation of the Garson Theater at Midtown, in collaboration with the Midtown Redevelopment Authority

We therefore request a BAR of funds from our Lodger's Tax balance reserves to pay for these operations.

FUNDING SOURCE:

Fund Name/Number: 213/ Lodgers Tax Fund

Org Name/Number: Arts and Culture/2132775

Munis Expenditure Object Name/Number:

Sponsorship Expense 2132775.562800

Other Consulting 2132775 / 510340

Advertising 2132775 / 561850

Arts CIP 3502775 / 760350

Arts CIP - Other Consulting 3502775 / 510340

ATTACHMENTS: BAR



CITY OF SANTA FE

Memorandum

Date: October 21, 2025

To: Governing Body, Quality of Life Committee, Finance Committee

From: Randy Randall, Tourism Santa Fe Executive Director

Via: Elisa Montoya, Community Development Director

RE: Route 66 Centennial Celebration Approval for Street Light Pole Banners

EXECUTIVE SUMMARY:

This resolution would approve installing seventy-five banners on City of Santa Fe- (“City”) owned light poles commemorating the 100th anniversary of Route 66.

BACKGROUND:

Section 14-8.10 of the City’s Code allows installing banners on City property under certain circumstances, when erected by the City or a City permittee and if approved by the Governing Body via resolution. Permitted circumstances include banners commemorating dates associated with important civic milestones. Under the City’s Code, a resolution approving banner installation must include the dates of display, location, number, design approval process, installation, maintenance, and cost of installation.

The proposed resolution addresses the required elements for placing banners commemorating the Centennial Celebration of Route 66 as follows:

- The dates of display will be March 2, 2026, through November 2, 2026;
- The location is on City-owned light poles located along Cerillos Road, Santa Fe Trail, San Fransico Street, Galisteo Street; and Old Pecos Trail;
- Seventy-five (75) banners total, one banner is allowed per light pole;
- The design of the banners has been approved by the Land Use Director and City Attorney as conforming to all applicable requirements and restrictions; and
- The City is responsible for the installation of the banners, and for replacing banners that become damaged, defaced, or are in any form of disrepair at its expense.
- Tourism Santa Fe anticipates a grant of \$43,000 from the New Mexico Tourism Department to help support this project.

ATTACHMENTS:

Resolution
Fiscal Impact Report



CITY OF SANTA FE

City Banner Approval Form - Public Document

Attach proposed resolution and banner design.

Prior to Governing Body approval, the Land Use Director and City Attorney must review the proposed banner pursuant to Section 14-8.10(A)(2)(b), attesting to its compliance with the City’s laws, and the Public Works Director must review the proposed manner and location of installation of the banner.

Description of banner request/short title: **Route 66 Centennial Celebration Banners**

Requesting Party’s Contact Name: **Jordan Guenther** Phone Number: **505.309.1194**

The Land Use Director approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words “City of Santa Fe” or the official city seal. The banner design has been reviewed by the Historic District Review Board, if applicable.

Director: *Heather Lombay* Date: 11/03/2025

The City Attorney approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words “City of Santa Fe” or the official city seal.

City Attorney: *Erin McSherry* Date: 11/06/2025
[Erin McSherry \(Nov 6, 2025 11:59:57 MST\)](#)

The Public Works Department Director approves the proposed manner and location of installation of the banners specified in the associated Resolution.

Director: *Regina Wheeler* Date: 11/03/2025
[Regina Wheeler \(Nov 3, 2025 15:37:53 MST\)](#)

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Councilor Signe Lindell

Mayor Alan Webber

Councilor Michael Garcia

A RESOLUTION

AUTHORIZING THE INSTALLATION OF SEVENTY-FIVE BANNERS FROM MARCH 2, 2026, THROUGH NOVEMBER 2, 2026, ON CITY OF SANTA FE-OWNED LIGHT POLES, COMMEMORATING THE CENTENNIAL ANNIVERSARY OF ROUTE 66.

WHEREAS, SFCC 1987, Section 14-8.10, allows permittees or the City of Santa Fe (“City”) to install banners if the Governing Body adopts a Resolution, approving the banners; and

WHEREAS, SFCC 1987, Section 14-8.10, defines a “Banner” as “a *temporary sign* no larger than eighteen (18) square feet made of flexible material (cloth, paper, vinyl, or other lightweight, non-rigid material) on which information relating to an event, function, or activity is painted or printed, which projects from, hangs from, or is affixed to a city-owned support structure”; and

WHEREAS, the Resolution banners installation must approve the banners’ dates of display, location, number, design, installation, maintenance, and cost; and

WHEREAS, the City’s Tourism Department, Tourism Santa Fe, wishes to install banners commemorating the 100th anniversary of U.S. Route 66; and

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PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

ALAN WEBBER, MAYOR

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

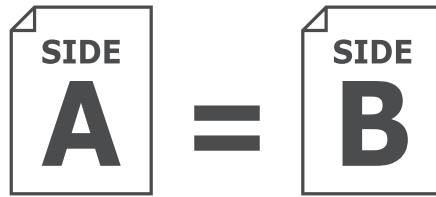
APPROVED AS TO FORM:

Erin McSherry
[Erin McSherry \(Nov 6, 2025 11:59:57 MST\)](#)

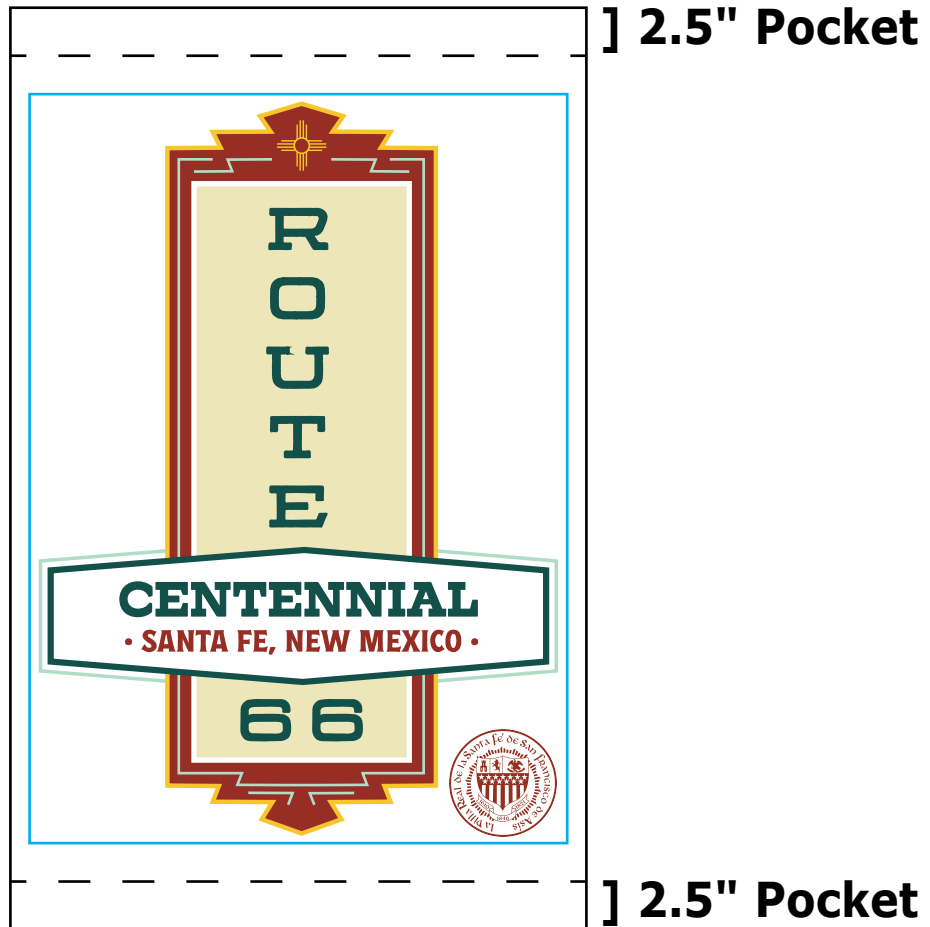
ERIN K. McSHERRY, CITY ATTORNEY

RESOLVED: SIZING

Art as submitted is not proportional to finish size requested.
ART HAS BEEN ADJUSTED.



25407609_4



FABRICATION

D DOUBLE SIDED

 GROMMETS

P POCKETS

COLORS

 CMYK

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Route 66 Centennial Celebration Banners

Sponsor(s): Councilor Signe Lindell, Mayor Alan Webber, Councilor Michael Garcia

Reviewing Department(s): Governing Body, Quality of Life Committee, Finance Committee

Staff Completing FIR: Randy Randall, Tourism Santa Fe Director Date: 10/22/2025

Phone: (505) 955-6209

Reviewed by City Attorney: *Erin McSherry*
Erin McSherry (Nov 7, 2025 15:31:30 MST) Date: 11/07/2025

Reviewed by Finance Director: *Emily K. Oster* Date: 11/07/2025

Summary:

This resolution would approve installing seventy-five banners on City of Santa Fe (“City”) owned light poles commemorating the 100th anniversary of Route 66. The banners would be hung on light poles located along Cerrillos Road, Santa Fe Trail, San Fransico Street, Galisteo Street, and Old Pecos Trail from March 2, 2026, through November 2, 2026. The request is pursuant to SFCC 1987, Section 14-8.10, which requires the Governing Body to adopt a resolution to permit installing banners on City-owned support structures, such as light poles.

Departments Affected:

Tourism Santa Fe and Public Works Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then the City will need to review the execution and installation of the banners commemorating the centennial anniversary of Route 66. Without full funding from NMTD, the City may need to reduce the quantity of banners produced and installed.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

The Land Use Director and City Attorney have approved the form of the banners conform to the applicable requirements and restrictions.

Fiscal Implications:

Tourism Santa Fe anticipates a grant of \$43,000 from the New Mexico Tourism Department to help support this project. If the New Mexico Tourism Department (“NMTD”) does not award the grant, then the City would need to review the execution and installation of the banners commemorating the centennial anniversary of Route 66. Without full funding from NMTD, the City may need to reduce the quantity of

banners produced and installed.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$43,000	\$ _____		_____	_____	
<u>Professional Services</u>		_____					
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$43,000	\$ _____				\$43,000

Expenditure Narrative:

Tourism Santa Fe anticipates a grant of \$43,000 from the New Mexico Tourism Department to help support this project.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:



CITY OF SANTA FE FINANCE

DATE: November 6, 2025

TO: Governing Body, Finance Committee, Public Works and Utilities Committee, and Quality of Life Committee

FROM: Andy Hopkins, Budget Officer *AJH*
Christina Martinez, Senior Budget Analyst *CFM*

VIA: Emily K. Oster, Finance Director *EKO*
EKO

ITEM AND ISSUE:

The resolution approves budget amendments for the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency and requests Department of Finance and Administration approval of City of Santa Fe (“City”) budget amendments for the fiscal year quarter ending September 30, 2025 (First Quarter).

BACKGROUND AND SUMMARY:

Attached is a resolution listing increases/decreases to the Fiscal Year 2025-2026 (FY2025/26) operating and capital projects budget. These amendments are included in this resolution because they result in a net increase or decrease to the various funds affected, and thus require approval from the New Mexico Department of Finance/Local Government Division (DFA/LGD) as part of the quarterly budget resolution. The schedule of detail supporting these increases/decreases is presented as Exhibit A of the proposed resolution in four sections:

- A. Sub-Section A: Amendments to FY 2025/26 Budget That Have Previously Been Approved by the Governing Body: these budget amendments have been previously approved by the Governing Body and reflect amendments that exceed \$60,000 and result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to DFA/LGD for its review and approval. Presentation of these amendments in a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each individual budget amendment approved by the Governing Body.
- B. Sub-Section B: Amendments to FY 2025/26 Budget Previously Approved by other City Actors pursuant to SFCC 1987, Section 11-4 (A), (B) and (G): these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under \$5,000) or the City Manager (if the net budgetary change was between \$5,000 and \$60,000), per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over \$60,000), which,

per City ordinance, the Finance Director may approve based on the prior year’s Governing Body-approved budget authority.

- C. Sub-Section C: Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2025/26 Budget: as the title of this section states, these amendments reflect net changes to the Buckman Direct Diversion and Santa Fe Solid Waste Management Agency joint operations budgets, approved and entered under the authority of the governing boards of those entities, contingent upon City approval. Like the amendments outlined above, these budgetary changes are included in this resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required by New Mexico state statute.
- D. Sub-Section D: Summary of All Quarterly Amendments to FY 2025/26 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City’s overall expenditure budget of \$212,821,777 and a net increase to the overall revenue budget of \$74,320,594. The resulting net expenditure increase of \$138,501,183 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

Pursuant to SFCC 1987, Section 11-4 (D), the Budget Office summarizes all amendments resulting in net budgetary fund changes in a Resolution on a quarterly basis for Finance Committee consideration and Governing Body approval of the Resolution and subsequently submits said amendments to DFA/LGD for its approval.

ACTION RECOMMENDED:

Finance staff recommend that the Governing Body approve the resolution. Upon approval, the Resolution will be forwarded to DFA/LGD for its approval as is required by New Mexico state statute.

ATTACHMENTS

Resolution
Fiscal Impact Report

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

2 **RESOLUTION NO. 2025-__**

3 **INTRODUCED BY:**

4
5 Mayor Alan Webber

6
7
8
9
10 **A RESOLUTION**

11 **APPROVING BUDGET AMENDMENTS FOR THE BUCKMAN DIRECT DIVERSION**
12 **BOARD AND SANTA FE SOLID WASTE MANAGEMENT AGENCY AND**
13 **REQUESTING THAT NEW MEXICO DEPARTMENT OF FINANCE AND**
14 **ADMINISTRATION APPROVE THE CITY OF SANTA FE'S FIRST QUARTER**
15 **BUDGET AMENDMENTS FOR FISCAL YEAR 2026.**

16
17 **WHEREAS**, SFCC 1987, Section 11-4(D), provides that budget adjustments approved by
18 the City of Santa Fe's ("City's") Finance Director, City Manager, and the Governing Body shall be
19 included by fund in a quarterly budget resolution approved by the Governing Body; and

20 **WHEREAS**, NMSA 1978, Section 6-6-2, provides that the Local Government Division
21 of the New Mexico Department of Finance and Administration has the power and duty to authorize
22 local public bodies to transfer funds from one budget item to another when the Secretary of the
23 Department approves and a need exists meriting the transfer and the transfer is not prohibited by
24 law; and

25 **WHEREAS**, Articles 3 and 4 of the Project Management and Fiscal Services Agreement

1 for the Buckman Direct Diversion Project requires that the Buckman Direct Diversion Project
2 Board (“the BDD Board”) establish and submit a budget to the City, Santa Fe County, and Las
3 Campanas and to condition the BDD Board’s approval of the budget on “appropriation by the City
4 and/or [Santa Fe] County in an appropriate budget or budget amendment”; and

5 **WHEREAS**, the Joint Powers Agreement for the Santa Fe Solid Waste Management
6 Agency (“the Waste Management Agency”) requires that the Waste Management Agency
7 recommend an annual budget, which “shall not be formally adopted or implemented unless and
8 until it is approved by each of the City and [Santa Fe County]”; and

9 **WHEREAS**, the BDD Board and the Waste Management Agency have approved First
10 Quarter adjustments for their respective budgets and these adjustments have been incorporated into
11 the City’s proposed First Quarter Budget amendments; and

12 **WHEREAS**, a First Quarter Review of the Fiscal Year 2026 Budget shows a need to
13 address significant priorities through adoption of net budget amendments that the Governing Body,
14 City Manager or Finance Director, Buckman Direct Diversion Board or the Santa Fe Solid Waste
15 Management Agency’s Board have authorized.

16 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
17 **CITY OF SANTA FE** that it approves the budget amendments for the BDD Board and the Waste
18 Management Agency; and

19 **BE IT FURTHER RESOLVED** that the Governing Body respectfully requests that the
20 Secretary of the New Mexico Department of Finance and Administration approve the First Quarter
21 Budget Amendments, as detailed on the attached Exhibit A, and that the Local Government
22 Division then authorize the amendments.

23 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.
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ALAN WEBBER, MAYOR

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Nov 7, 2025 15:16:55 MST)
ERIN K. McSHERRY, CITY ATTORNEY

EXHIBIT A

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [A]

**AMENDMENTS TO FY 2025/26 BUDGET
THAT HAVE PREVIOUSLY BEEN
APPROVED BY THE GOVERNING BODY**

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY THE GOVERNING BODY

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Re-appropriation from unspent FY25 CBA allocation to support incentives and related FICA expenses for AFSCME employees [CC apvd. 9/24/25 #9-L]	\$ 611,452	\$ -	\$ (611,452)
100	General Fund	Appropriation from available balance to fund the Ambulance Supplemental Payment Program intergovernmental transfers [CC apvd. 8/27/25, #9-p]	583,621	-	(583,621)
100	General Fund	Re-appropriation of previous year one-time funding for professional contracts, equipment and machinery [CC apvd. 9/10/25 #9-q, -r]	475,504	-	(475,504)
100	General Fund	Re-appropriation unspent prior year budget for Council Chamber remodel [CC apvd. 6/11/25, #9-e]	400,000	-	(400,000)
100	General Fund	Re-appropriation unspent prior year budget for intersection markings city-wide [CC apvd. 9/24/25, #9-d]	290,671	-	(290,671)
100	General Fund	Appropriation from NM Crime Victims Reparations Commission STOP Violence Against Women Act to fund a domestic violence response team [CC apvd. 9/24/25, #9-e]	(13,272)	-	13,272
210	Capital Equipment Reserve	Transfer of FY25 auction proceeds to CIP construction for vehicle replacements [CC apvd. 7/11/25 #9-d]	126,000	126,000	-
212	Economic Development	Re-appropriation of unspent prior year one time funding for various ongoing Metropolitan Redevelopment Agency projects [CC apvd. 8/27/25, #9-q]	78,285	-	(78,285)
213	Lodgers' Tax Fund	Re-appropriation from unspent FY25 one-time funding for contracted security services for the downtown area [CC apvd. 8/27/25, #9-0]	244,838	-	(244,838)
213	Lodgers' Tax Fund	Appropriation of NM Tourism Department Cooperative Marketing and Advertising Program grant [CC apvd. 7/30/2025, #9-m]	44,283	44,283	-
223	Law Enforcement	Appropriation of NM DOH grant for a coordinated community response to community violence [CC apvd. 8/13/25, #9-o]	460,000	460,000	-
232	Impact Fees Fund	Allocation of roads impact fees for the Guadalupe Street CIP project [CC apvd. 7/30/2025, #9-h]	1,220,000		(1,220,000)
232	Impact Fees Fund	Allocation of roads impact fees to the St. Michael's Rail Trail Pedestrian Crossing project [CC apvd. 6/25/25, #10-i]	42,792	-	(42,792)
233	Transportation Grants	Adjustment to NM DOT Ridefinders grant based on final award [CC apvd. 9/10/25, #9-e]	-	287,052	287,052
240	Community Development	Re-appropriation of unspent prior year grant funding for professional contracts [CC apvd. 7/30/2025, #9-j]	3,400,000	-	(3,400,000)
240	Community Development	Appropriation from NM Department of Workforce Solutions grant to fund street outreach, and improvements to the homelessness response operations [CC apvd. 9/24/25, #10-b]	1,642,023	1,642,023	-
240	Community Development	Re-appropriation of unspent prior year budget for the Mayors for a Guaranteed Income program [CC apvd. 7/30/2025, #10-d]	1,000,000	-	(1,000,000)
240	Community Development	Re-allocation of funding for ARPA term Economic Development Specialist position to the correct location [CC apvd. 6/25/25, #9-dd]	97,208	97,208	-
240	Community Development	Appropriation from NM Crime Victims Reparations Commission STOP Violence Against Women Act to fund a domestic violence response team [CC apvd. 9/24/25, #9-e]	77,210		(77,210)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
325	CIP Special Projects	Appropriation from available GRT reserves for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates [CC apvd. 9/10/2025, #9-c]	3,683,246	1,893,185	(1,790,061)
325	CIP Special Projects	Re-appropriation of unspent prior year budget for Questica and Vertosoft software implementation [CC apvd. 9/10/25 #9-s]	845,551	-	(845,551)
330	CIP Streets & Roadways	Allocation of roads impact fees for the Guadalupe Street CIP project [CC apvd. 7/30/2025, #9-h]	1,220,000	1,220,000	-
330	CIP Streets & Roadways	Appropriation of NM DFA grant funding for Tierra Contenta Trail improvements [CC apvd. 7/30/2025, #9-g]	300,000	300,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the Governor Miles Road improvements project [CC apvd. 6/25/25, #9-bb]	150,000	150,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT/US DOT-FHWA grant to support the Agua Fria/Cottonwood Roundabout CIP project [CC apvd. 9/24/25, #10-a]	65,729	65,729	-
330	CIP Streets & Roadways	Allocation of roads impact fees to the St. Michael's Rail Trail Pedestrian Crossing project [CC apvd. 6/25/25, #10-i]	42,792	42,792	-
345	CIP Community Development	Appropriation of NM DFA grant to fund permanent and transitional housing to end homelessness [CC apvd. 8/27/25, #9-m]	400,000	400,000	-
355	CIP Parks and Trails	Appropriation of NM grant for SWAN Park improvement project Phase 2 [CC apvd. 7/30/2025, #9-e]	380,000	380,000	-
355	CIP Parks and Trails	Appropriation from NM DFA grant funding for Shelby Street pedestrian bridge replacement [CC apvd. 9/24/25 #9-f]	250,000	250,000	-
365	½% GRT Income Fund	Appropriation from available GRT reserves for ongoing costs related to the Enterprise Resource Planning (ERP) implementation and updates [CC apvd. 9/10/2025, #9-c]	1,893,185	-	(1,893,185)
365	½% GRT Income Fund	Appropriation from 1/2% GRT Fund for emergency procurement of equipment for ice arena repair [CC apvd. 8/13/25, #10-a]	222,098	-	(222,098)
365	½% GRT Income Fund	Allocation of FY25 auction proceeds for vehicle replacements [CC apvd. 7/11/25 #9-d]	126,000	126,000	-
500	Waste Water Management	Appropriation from available balance to extend on-call engineering services contracts [CC apvd. 7/9/25, #9-h, 7/30/25 #10-b, 8/13/25, #9-c, 8/27/25, #9-e, 8/29/25, #9-i]	6,322,825	-	(6,322,825)
500	Waste Water Management	Appropriation from available balance to fund on-call construction services [CC apvd. 8/27/25 #9-d, 9/10/25 #9-b, 9/24/25 #9-o/#9q]	5,409,375	-	(5,409,375)
500	Waste Water Management	Appropriation from available balance to fund professional contracts [CC apvd. 8/13/25, #9-j, 9/10/25 #9-d]	1,752,053	-	(1,752,053)
500	Waste Water Management	Appropriation from available balance for temporary staffing [CC apvd. 6/25/25, #9-z, 8/27/25, #9-f]	824,885	-	(824,885)
500	Waste Water Management	Appropriation from available balance for sewage sludge disposal services [CC apvd. 9/24/25, #9-n]	500,000	-	(500,000)
505	Water Management	Appropriation from available balance to fund Water CIP construction contracts [CC appvd. 8/27/25, #9g/#9h, 9/10/25, #9-f]	15,540,938	-	(15,540,938)
505	Water Management	Appropriation from available balance for on-call engineering services for Water CIP projects [CC apvd. 6/25/25, #10-a, 8/27/25, #9-k]	3,420,561	-	(3,420,561)
505	Water Management	Appropriation from available balance for emergency construction services [CC apvd. 6/25/25, #10-b]	540,938	-	(540,938)
540	Transit Bus System	Appropriation of NM DFA grant for Transit agency operations [CC apvd. 9/10/25, #9-n]	-	2,005,789	2,005,789
545	Airport	Appropriation of NMDOT Rural Air Service Enhancement program grant for air service to Los Angeles [CC apvd. 9/10/25, #9-g]	1,000,000	1,000,000	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
545	Airport	Adjustment to NM DOT grant based on final award [CC apvd. 7/9/25, #9-e]	3,799	3,799	-
550	Geneveva Chavez Community Ctr	Appropriation from 1/2% GRT Fund for emergency procurement of equipment for ice arena repair [CC apvd. 8/13/25, #10-a]	222,098	222,098	-
TOTAL - Budget Amendments Previously Approved by the Governing Body			\$ 55,896,688	\$ 10,715,958	\$ (45,180,730)

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [B]

**AMENDMENTS TO FY 2025/26 BUDGET
PREVIOUSLY APPROVED BY OTHER CITY
ACTORS PURSUANT TO SFCC 1987,
SECTION 11-4 (A), (B), AND (G)**

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [B]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY OTHER CITY ACTORS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	Re-appropriation of unspent prior year budget for Police vehicles, equipment, and maintenance costs	\$ 2,815,940	\$ -	\$ (2,815,940)
100	General Fund	Re-appropriation from unspent prior year capital budget	932,461	-	(932,461)
100	General Fund	Re-appropriation from unspent FY25 capital budgets to fund equipment purchases for Parks	253,091	-	(253,091)
100	General Fund	Re-appropriation of unspent prior year Public Works grants and capital budget	183,750	-	(183,750)
100	General Fund	Re-appropriation of unspent prior year budget for Recreation capital projects	64,935	-	(64,935)
100	General Fund	Re-appropriation of one-time funding for professional contracts	60,000	-	(60,000)
100	General Fund	Re-appropriation from unspent FY25 one-time funding for enhancements to communications and outreach efforts in the Office of Affordable Housing	60,000	-	(60,000)
100	General Fund	Re-appropriation of unspent FY25 budget to purchase new asset management and work order system	54,702	-	(54,702)
100	General Fund	Re-appropriation of unspent prior year budget for Fire professional contracts	52,223	52,223	-
100	General Fund	Re-appropriation of unspent FY25 one-time funding for fiscal agent fees and legislative grants for Public Works	46,027	-	(46,027)
100	General Fund	Re-appropriation of unspent prior year one-time funding for Bicentennial Tot Pool improvements	40,000	-	(40,000)
100	General Fund	Re-appropriation of unspent prior year one-time funding for temporary salaries	40,000	-	(40,000)
100	General Fund	Re-appropriation from unspent FY25 one-time funding for upgrades to courtroom audio/video equipment	33,000	-	(33,000)
100	General Fund	Re-appropriation of previous year one-time funding for Library exterior security cameras	25,000	-	(25,000)
100	General Fund	Adjustment to ITT internal service charges to Facilities for hardware purchases	11,140	11,140	-
100	General Fund	Re-appropriation of unspent prior year budget for Parks service contracts	7,022	-	(7,022)
100	General Fund	Correction to allocation of interest on investments from original budget upload	(20,215)	-	20,215
100	General Fund	Correction to allocation of interest on investments from original budget upload	(22,866)	-	22,866
212	Economic Development	Re-appropriation of unspent prior year budget for design services for ongoing projects	3,217,714	-	(3,217,714)
212	Economic Development	Re-appropriation of unspent prior year grant funding for ongoing projects	350,365	-	(350,365)
212	Economic Development	Re-appropriation of prior year Creative Industries Grant award to connect entrepreneurs with resources for growth and development	100,000	-	(100,000)
213	Lodgers' Tax Fund	Re-appropriation of unspent prior year budget for the Greer Garson Theater feasibility study project	60,000	-	(60,000)
221	Emergency Services	Re-appropriation of unspent prior year NM State Fire Fund grant for Fire operations	653,452	-	(653,452)
221	Emergency Services	Re-appropriation of unspent prior year grant funding for Emergency Management projects	163,509	163,509	-

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
221	Emergency Services	Appropriation of Firehouse Subs Public Safety Foundation grant for the procurement of gas detectors and accessories	23,609	23,609	-
223	Law Enforcement	Re-appropriation of unspent prior year budget for Police vehicles, equipment, and maintenance costs	617,674	-	(617,674)
223	Law Enforcement	Re-appropriation of unspent prior year grant funding for the Youth Community Violence Interruption project	447,750	447,750	-
231	City Drainage Fund	Re-appropriation of unspent prior year budget for ongoing storm water drainage maintenance projects	3,468,529	1,085,188	(2,383,341)
240	Community Development	Re-appropriation of unspent prior year NM DFA grant supporting coronavirus recovery for the SF Community Housing Authority	2,000,000	2,000,000	-
240	Community Development	Adjustment to re-budget remaining portion of prior year ARPA grant to fund ongoing human services-related projects	1,512,703	-	(1,512,703)
240	Community Development	Adjustment to re-budget remaining portion of prior year ARPA grant to fund behavioral health & community violence intervention	808,769	-	(808,769)
240	Community Development	Adjustment to re-budget remaining portion of prior year appropriation for behavioral health & community violence intervention	86,455	-	(86,455)
251	Library Fund	Re-appropriation of prior year one-time funding for Library exterior security cameras	25,000	-	(25,000)
255	Quality of Life Fund	Re-appropriation of unspent prior year budget for ongoing projects	30,978	-	(30,978)
256	Recreation Fund	Re-appropriation of unspent prior year budget for Recreation capital projects	227,300	-	(227,300)
260	Santa Fe Film Office	Re-appropriation from prior year budget for office space lease costs	41,500	-	(41,500)
260	Santa Fe Film Office	Re-appropriation from unspent prior year budget to cover various operating expenses	25,244	-	(25,244)
315	Resource Conservation CIP	Adjustment to re-budget remaining portion of multi-year grant capital funds for microgrids	500,033	375,025	(125,008)
315	CIP Resource Conservation	Re-appropriation of unspent prior year Public Works grants and capital budgets	14,251	-	(14,251)
315	Resource Conservation CIP	Appropriation from available balance to fund microgrids	794	794	-
320	CIP Facilities	Re-appropriation of unspent prior year grants and capital budget for ongoing Facilities projects	13,392,555	1,882,324	(11,510,231)
320	CIP Facilities	Re-appropriation of unspent prior year budget for La Familia roof replacement	1,400,000	-	(1,400,000)
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects	15,139,257	6,775,207	(8,364,050)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year Public Works grants and capital budgets	273,079	-	(273,079)
345	CIP Community Development	Re-appropriation of unspent prior year grants and capital budgets	995,885	804,459	(191,426)
350	CIP Arts and Culture	Re-appropriation of unspent prior year Public Works grants and capital budgets	550,361	550,361	-
355	CIP Parks and Trails	Re-appropriation of unspent prior year WIP construction for parks and trails	15,656,725	10,763,572	(4,893,153)
365	½% GRT Income Fund	Re-appropriation of unspent prior year capital budgets	4,562,232	-	(4,562,232)
365	½% GRT Income Fund	Re-appropriation of unspent prior year grants and capital budgets	806,990	-	(806,990)
365	½% GRT Income Fund	Re-appropriation of unspent prior year capital budget for ongoing traffic calming projects	344,023	-	(344,023)
500	Waste Water Management	Re-appropriation of unspent prior year budget for Wastewater CIP projects design and construction	14,150,621	-	(14,150,621)
505	Water Management	Adjustment of ITT internal service charges to Water Division for hardware purchases	27,300	-	(27,300)

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
515	Railyard Properties	Re-appropriation of unspent prior year Public Works grants and capital budgets	1,061,145	100,000	(961,145)
520	Santa Fe Convention Center	Re-appropriation of unspent prior year budget for various Convention Center improvements	2,571,310	-	(2,571,310)
525	Midtown Property	Re-appropriation of unspent prior year Public Works grants and capital budgets	6,399,585	5,807,400	(592,185)
530	Municipal Recreation Complex	Re-appropriation of unspent prior year budget for ongoing MRC improvement projects	6,012,533	-	(6,012,533)
530	Municipal Recreation Complex	Re-appropriation of unspent prior year budget for ongoing MRC capital projects	219,057	-	(219,057)
535	Parking	Re-appropriation of unspent prior year budget for capital purchases	52,205	-	(52,205)
540	Transit Bus System	Re-appropriation of unspent prior year grant and capital budgets	4,118,665	1,580,064	(2,538,601)
545	Airport	Adjustment to re-budget remaining portion of prior year CIP projects, grants, and capital outlay for Airport expansion construction	17,932,944	-	(17,932,944)
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for GCCC CIP projects	207,446	-	(207,446)
550	Genoveva Chavez Community Ctr	Transfer from Recreation to GCCC to fund deferred maintenance for the Aquatics program	50,000	50,000	-
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for Recreation capital projects	6,700	-	(6,700)
600	Risk Management	Adjustment to Safety original budget to correct spreadsheet error	10,400	-	(10,400)
620	Services to Other Departments	Re-appropriation of unspent prior year budget for radio replacement and installation charges	577,718	-	(577,718)
620	Services to Other Departments	Adjustment of ITT internal service charges to Water Division for hardware purchases	27,800	27,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Airport for mobile phone/tablet purchases	12,800	12,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Facilities Maintenance for tablet purchases	11,140	11,140	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for mobile phone communication charges	4,800	4,800	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Public Works for hardware purchase	2,701	2,701	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for hardware purchases	2,000	2,000	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Wastewater Division for hardware purchases	1,700	1,700	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Utility Customer Service for software purchases	1,200	1,200	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Environmental Services Division for mobile phone purchase	1,200	1,200	-
TOTAL - Budget Amendments Previously Approved by Other City Actors			\$ 125,595,916	\$ 32,537,966	\$ (93,057,950)

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [C]

**JOINT OPERATIONS
(BUCKMAN DIRECT DIVERSION & SF SOLID
WASTE MANAGEMENT AGENCY) –
BOARD-APPROVED AMENDMENTS TO
FY 2025/26 BUDGET**

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

<i>Fund</i>	<i>Fund Title</i>	<i>Amendment Description</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
800	Buckman Direct Diversion	Adjustments reflecting final BDD Board-approved budget	\$ 10,572,676	\$ 10,572,676	\$ -
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for technical services	2,671,875	2,671,875	
800	Buckman Direct Diversion	Re-appropriation of unspent prior year budget for purchase of vehicles	228,712	-	(228,712)
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement/Settlement Fund for project engineering services	200,000	200,000	-
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for technical services	2,671,875	-	(2,671,875)
801	BDD Repair & Replacement Fund	Adjustments reflecting final BDD Board-approved budget	1,786,519	1,786,519	-
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for engineering services	200,000	-	(200,000)
810	SF Solid Waste Mgmt Agency	Adjustment reflecting final SFSWMA Board-approved budget	12,541,955	13,085,600	543,645
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for purchase of equipment/machinery	249,716	-	(249,716)
810	SF Solid Waste Mgmt Agency	Appropriation from available balance for vehicle purchases	205,845	-	(205,845)
811	SWMA Equip Replacement Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	1,200,000	1,200,000
813	SWMA Cell Developmt Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	300,000	300,000
815	SWMA Closure/Post-Closure Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	300,000	300,000
816	SWMA CIP Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	950,000	950,000
TOTAL - Joint Operations - Board Approved Budget Amendments			\$ 31,329,173	\$ 31,066,670	\$ (262,503)

CITY OF SANTA FE

1st QUARTER FY 2025/26

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SUB-SECTION [D]

**SUMMARY OF ALL QUARTERLY
AMENDMENTS TO FY 2025/26 BUDGET BY
FUND**

CITY OF SANTA FE - FIRST QUARTER FY 2025/2026
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

<i>Fund</i>	<i>Fund Title</i>	<i>Expenditure Increase (Decrease)</i>	<i>Revenue Increase (Decrease)</i>	<i>Budgeted Net Fund Increase (Decrease)</i>
100	General Fund	\$ 6,984,186	\$ 63,363	\$ (6,920,823)
210	Capital Equipment Reserve	126,000	126,000	-
212	Economic Development	3,746,364	-	(3,746,364)
213	Lodgers' Tax Fund	349,121	44,283	(304,838)
221	Emergency Services	840,570	187,118	(653,452)
223	Law Enforcement	1,525,424	907,750	(617,674)
231	City Drainage Fund	3,468,529	1,085,188	(2,383,341)
232	Impact Fees Fund	1,262,792	-	(1,262,792)
233	Transportation Grants	-	287,052	287,052
240	Community Development	10,624,368	3,739,231	(6,885,137)
251	Library Fund	25,000	-	(25,000)
255	Quality of Life Fund	30,978	-	(30,978)
256	Recreation Fund	227,300	-	(227,300)
260	Santa Fe Film Office	66,744	-	(66,744)
315	CIP Resource Conservation	515,078	375,819	(139,259)
320	CIP Facilities	14,792,555	1,882,324	(12,910,231)
325	CIP Special Projects	4,528,797	1,893,185	(2,635,612)
330	CIP Streets & Roadways	16,917,778	8,553,728	(8,364,050)
335	CIP Bond Acquisition	273,079	-	(273,079)
345	CIP Community Development	1,395,885	1,204,459	(191,426)
350	CIP Arts and Culture	550,361	550,361	-
355	CIP Parks and Trails	16,286,725	11,393,572	(4,893,153)
365	½% GRT Income Fund	7,954,528	126,000	(7,828,528)
500	Waste Water Management	28,959,759	-	(28,959,759)
505	Water Management	19,529,737	-	(19,529,737)
515	Railyard Properties	1,061,145	100,000	(961,145)
520	Santa Fe Convention Center	2,571,310	-	(2,571,310)
525	Midtown Property	6,399,585	5,807,400	(592,185)
530	Municipal Recreation Complex	6,231,590	-	(6,231,590)
535	Parking	52,205	-	(52,205)
540	Transit Bus System	4,118,665	3,585,853	(532,812)
545	Airport	18,936,743	1,003,799	(17,932,944)
550	Genoveva Chavez Community Ctr	486,244	272,098	(214,146)
600	Risk Management	10,400	-	(10,400)
620	Services to Other Departments	643,059	65,341	(577,718)
800	Buckman Direct Diversion	13,673,263	13,444,551	(228,712)
801	BDD Repair & Replacement Fund	4,658,394	1,786,519	(2,871,875)
810	SF Solid Waste Mgmt Agency	12,997,516	13,085,600	88,084
811	SWMA Equip Replacement Fund	-	1,200,000	1,200,000
813	SWMA Cell Developmt Reserve	-	300,000	300,000
815	SWMA Closure/Post-Closure Reserve	-	300,000	300,000
816	SWMA CIP Fund	-	950,000	950,000
QUARTERLY TOTAL - ALL FUNDS		\$ 212,821,777	\$ 74,320,594	\$ (138,501,183)

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): First Quarter Budget Amendments, Fiscal Year 2025/2026

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Christina Martinez Date: 11/6/2025 Phone: (505) 629-3063

Reviewed by City Attorney: *Erin McSherry* Date: 11/07/2025
Erin McSherry (Nov 7, 2025 15:16:55 MST)

Reviewed by Finance Director: *Emily K. Oster* Date: 11/07/2025

Summary:

The purpose of the Resolution is to approve Buckman Direct Diversion and Santa Fe Solid Waste Management Agency budget adjustments and request the Department of Finance Authority to approve First Quarter FY 2026 budget amendments in the form of increases and decreases to various funds, which include adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:

Various.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City's budget will not sufficiently reflect the City's actual revenues and expenditures and adjustments would not be submitted to the New Mexico Department of Finance Administration's approval, as is required by New Mexico State law, NMSA 1978, Section 6-6-2(H).

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

None. Staff have already performed the necessary actions to comport with the purpose of the proposed budget amendments.

Fiscal Implications:

See Resolution, Exhibit A –City of Santa Fe 1st Quarter FY 2025-26 Budget Amendments.

Fiscal Impact

 Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 26	FYE 27	FYE 28	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	\$ †	\$ 0	\$ 0	N	NR	†	
<u>Benefits*</u>							
Capital Outlay	\$ †	\$ 0	\$ 0	N	NR	†	
Contractual/	\$ †	\$ 0	\$ 0			†	
<u>Professional Services</u>							
Operating	\$ †	\$ 0	\$ 0			†	
<u>Total:</u>	\$ †	\$ 0	\$ 0			†	\$ †

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 26	FYE 27	FYE 28	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ †	\$ 0	\$ 0	NR	†
Special Revenue	\$ †	\$ 0	\$ 0	NR	†
CIP	\$ †	\$ 0	\$ 0	NR	†
Enterprise	\$ †	\$ 0	\$ 0	NR	†
Internal Service	\$ †	\$ 0	\$ 0	NR	†
Trust & Agency	\$ †	\$ 0	\$ 0	NR	†
Federal	\$ †	\$ 0	\$ 0	NR	†
Other	\$ †	\$ 0	\$ 0	NR	†
<u>Total</u>	\$ †	\$ 0	\$ 0		

Revenue Narrative:

Governing Body approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† See Exhibit A – Resolution Detail by Fund



CITY OF SANTA FE

Memorandum

Date: November 4, 2025

To: Governing Body, Public Works Committee, Quality of Life Committee and Finance Committee

From: Nina A Nguyen, Asset Development Associate
Terry J. Lease, Asset Development Manager

Via: Faviola Chavez, Community Development Director
Andrea Phillips, Deputy City Manager

RE: Donation of 1522 & 1650 West Alameda For Affordable Housing

EXECUTIVE SUMMARY:

The proposed resolution calls for the City Manager to issue a request for proposals for developing and donating two parcels of undeveloped land identified as 1522 & 1650 West Alameda Street (“the Properties”) to a Qualified Grantee for the development of at least six homes that meet the definition in SFCC 26-3 as “Low-Priced Dwelling Units” (“LPDU”) either as rental or homeownership homes. The Properties neighbor land with homes built by Habitat for Humanity.

BACKGROUND:

According to the Santa Fe Association of Realtors’ Q1-2025 quarterly property statistics report, the median single family home sales price in Santa Fe is \$570,000, an increase of 7.3% over Q1-2024.

The donation of the Sites must be in conformance with the New Mexico Affordable Housing Act (the “Act”) which provides an exemption to the State of New Mexico’s Anti-Donation Clause. The Act determines eligible uses for donations of public land, cash, buildings or infrastructure. All beneficiaries of the donated value must be income-qualified as earning no more than 120% of the area median income (“AMI”), determined through a Department of Housing and Urban Development (HUD) approved income certification process. In turn, the pricing of the homes must be affordable to the 100% AMI household.

ATTACHMENTS:

Resolution
FIR

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

2 **RESOLUTION NO. 2025-__**

3 **INTRODUCED BY:**

4
5 Mayor Alan Webber

6 Councilor Signe Lindell

7 Councilor Alma Castro

8
9
10 **A RESOLUTION**

11 **AUTHORIZING DONATING PROPERTIES IDENTIFIED AS 1522 AND 1650 WEST**
12 **ALAMEDA STREET TO A DEVELOPER CERTIFIED AS A “QUALIFYING GRANTEE”**
13 **UNDER THE NEW MEXICO AFFORDABLE HOUSING ACT TO DEVELOP LOW-**
14 **PRICED DWELLING UNITS, PURSUANT TO THE CITY OF SANTA FE’S**
15 **AFFORDABLE HOUSING ORDINANCE.**

16 **WHEREAS**, it is the policy of the City of Santa Fe (“City”) to provide incentives and
17 encourage proposals that support the production, acquisition, and redevelopment of affordably
18 priced homes in mixed-income developments; and

19 **WHEREAS**, according to the Santa Fe Association of Realtors’ Q1-2025 quarterly
20 property statistics report, the median single family home sales price in Santa Fe is \$570,000, an
21 increase of 7.3% over Q1-2024; and

22 **WHEREAS**, the Governing Body wishes to donate two parcels of undeveloped land
23 identified as 1522 and 1650 West Alameda Street (“the Properties”) as shown in Exhibit A that are
24 sufficient for the development of at least six homes that meet the definition in SFCC 26-3 as “low
25 Priced Dwelling Units” (“LPDU”), either as rental or homeownership homes; and

1 **WHEREAS**, the City can donate land to “Qualified Grantees” pursuant to its affordable
2 housing ordinances and in compliance with the New Mexico Affordable Housing Act; and

3 **WHEREAS**, the City may donate land or money for the construction, renovation, or
4 purchase of affordable housing pursuant to NM Const. Art. 9, Section 14, NMSA 1978, Section 6-
5 27-1, et seq., and the City’s Affordable Housing Trust Fund Ordinance, SFCC 1987, Section 26-3,
6 which requires disbursing donations according to standard city procurement practices, “reviewed
7 according to evaluation criteria contained within the administrative procedures”; and

8 **WHEREAS**, the proposed land donation conforms to the City of Santa Fe Five-Year
9 Strategic Housing Plan “Affordable Housing Element”, which was adopted in conformance to the
10 Affordable Housing Act by Ordinance No. 2007-23 pursuant to the express statutory authority
11 conferred upon municipalities to enact a housing code in NMSA 1978, Section 3-17-6A(8).

12 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
13 **CITY OF SANTA FE**, that the Properties shall be considered part of the City’s Affordable
14 Housing Trust Fund.

15 **BE IT FURTHER RESOLVED THAT** the City Manager shall direct staff to work with
16 the Community Development Commission to recommend a Qualified Entity to develop the
17 Properties with at least six affordable units using standard procurement practices.

18 **BE IT FURTHER RESOLVED** that the City Manager shall develop a real estate donation
19 agreement and quit claim deeds for Governing Body approval, imposing land-use restrictions that
20 ensure an affordability period of no less than forty-five (45) years and runs concurrently with any
21 requirements imposed by any other subsidy provider, to be executed upon transfer of the Properties.

22 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.
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ALAN WEBBER, MAYOR

ATTEST:

ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Nov 7, 2025 15:15:37 MST)
ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Resolutions/Donation of 1522 and 1660 West Alameda

EXHIBIT A - 1522 and 1650 West Alameda Street



FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Donation of 1522 and 1650 West Alameda

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Office of Affordable Housing

Staff Completing FIR: Nina A. Nguyen, Asset Development Associate Date: 11/07/2025

Phone: (505) 819-1870

Reviewed by City Attorney: *Erin McSherry* Erin McSherry (Nov 7, 2025 15:15:37 MST) Date: 11/07/2025

Reviewed by Finance Director: *Emily K. Oster* Date: 11/07/2025

Summary:

The proposed resolution authorizes a request for proposals to identify a Qualified Grantee to develop two parcels of undeveloped land identified as 1522 and 1650 West Alameda Street (“the Properties”) with at least six homes that meet the definition in SFCC 26-3 as “Low-Priced Dwelling Unites” (“LPDU”) either as rental or homeownership homes.

Departments Affected:

Community Development Department (Office of Affordable Housing)

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City will not seek a developer to develop the Properties with affordable housing.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

None.

Fiscal Implications:

There are no expenditures or funding associated with this legislation, but the property proposed for donation is a City asset.

Fiscal Impact

Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature:

Email:

Signature:

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Signature:

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CITY OF SANTA FE

Memorandum

Date: October 23, 2025

To: Governing Body, Public Works and Utilities Committee, Quality of Life Committee, Finance Committee

From: Sam Burnett, Interim Public Works Department Director
Marci Eannario, Legislation and Policy Innovation Manager
Christine Spiers, Legislative Assistant

Via: Erin K. McSherry, City Attorney ^{EM}_{EM}
Mark Scott, City Manager

RE: 2026 Legislative Priorities

EXECUTIVE SUMMARY:

The proposed resolution establishes the City of Santa Fe's ("City's") priorities for the 2026 Legislative Session. The resolution includes citywide capital outlay requests, district capital outlay requests, and policy priorities for the Governing Body.

The capital outlay requests this year are those adopted as the top five requests in the City's ICIP list. Specifically, they include the following items: 1) permanent and transitional housing to end veteran, youth, and chronic homelessness, 2) replacement of the Paseo Real Wastewater Reclamation Facility, 3) the Police Training Facility Project, 4) the Santa Fe Regional Airport Terminal Expansion Phase II, 5) the Midtown Redevelopment Infrastructure Improvements.

This resolution also includes district-specific capital outlay requests as follows: funding for the Arroya Torreon Stabilization project in District 1, funding for the Ragle Park Baseball Field Upgrades in District 2, funding for the Santa Fe Beautification projects construction in District 3, funding for the Herb Martinez Park Improvements in District 4.

The policy priorities include, but are not limited to, the expansion of affordable housing availability, expansion of services for homeless families and individuals; support for the City and Santa Fe County partnership, "CONNECT"; support for economic mobility efforts related to community and economic development; support for violence intervention programs; support for addressing fentanyl as a community health crisis through meaningful partnerships between State, County and City agencies; support for water conservation, recycling, and other environmental



CITY OF SANTA FE

Memorandum

priorities; elimination of the three percent property tax increase on non-owner-occupied residences; and a statewide business licensing system.

BACKGROUND:

Every year the Governing Body adopts capital outlay and policy priorities for the Legislature's consideration during the next legislative session. The City has successfully lobbied for numerous capita outlay projects and policy issues in the past. Some items included in the resolution have been policy priorities for multiple years.

ATTACHMENTS:

Resolution
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

ESTABLISHING THE CITY OF SANTA FE’S PRIORITIES FOR CONSIDERATION BY THE NEW MEXICO STATE LEGISLATURE DURING THE 57TH LEGISLATURE – STATE OF NEW MEXICO – SECOND SESSION, 2026.

WHEREAS, the 30-day Legislative Session (“Legislative Session”) of the 2026 New Mexico State Legislature (“Legislature”) begins on January 20, 2026, and ends on February 19, 2026; and

WHEREAS, the Governing Body desires to establish City of Santa Fe (“City”) legislative priorities to be considered by the City’s legislative delegation and the Legislature; and

WHEREAS, the Governing Body’s legislative priorities include City-wide capital outlay priorities, statutory priorities, general fund priorities, City Council District capital outlay priorities, and other legislative priorities beneficial to the City to be pursued during the Legislative Session.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby adopts priorities for the Legislative Session, consistent with Resolution No. 2025-44 (adopting the City’s Infrastructure Capital Improvements Plan (“ICIP”) for 2027-2031) and as specified below. The specific amount requested from the legislature

1 for each project is either all or part of the City’s Fiscal Year 2027 budget as represented in the ICIP for
2 each project.

3 1. From any statewide capital outlay initiative associated with homelessness and housing,
4 the City requests funding in the amount of \$10,000,000 for permanent and transitional housing to end
5 veteran, youth, and chronic homelessness;

6 2. From any statewide capital outlay initiative associated with water and wastewater, the
7 City requests funding in the amount of \$5,000,000 for the replacement Paseo Real Wastewater
8 Reclamation Facility;

9 3. From any statewide capital outlay initiative associated with public safety, the City
10 requests funding in the amount of \$750,000 for the Police Training Facility project.

11 4. From any statewide capital outlay initiative associated with airports, regional
12 transportation and economic development, the City requests funding in the amount of \$5,000,000 for
13 the Santa Fe Regional Airport Terminal Expansion Phase II.

14 5. From any statewide capital outlay initiative associated with economic development,
15 affordable housing, and urban redevelopment, the City requests funding in the amount of \$10,000,000
16 for the Midtown Redevelopment Infrastructure Improvements.

17 **BE IT FURTHER RESOLVED** that, as is consistent with Resolution No. 2022-12
18 (establishing next steps for the Midtown Property), the Governing Body requests the Legislature enact
19 a Joint Resolution ratifying and approving the transfer of one or more tracts of City-owned real property
20 to the State of New Mexico Department of Public Safety in trade and exchange for the transfer of
21 multiple tracts of State-owned real property to the City of Santa Fe, New Mexico for the Midtown
22 Redevelopment Project, including the property known as “Tract O”, instrument #2052655.

23 **BE IT FURTHER RESOLVED** that the Governing Body supports legislation that funds the
24 New Mexico Department of Transportation for capital projects within Santa Fe, especially for the
25 following:

- 1 1. Cerrillos Road Phase III reconstruction project, which is shovel-ready and will improve a
- 2 gateway to downtown Santa Fe for end-of-life replacement of signals on US 285;
- 3 2. St. Francis Drive within Santa Fe’s city limits, with emphasis on the West Alameda Street
- 4 and St. Francis intersection.

5 **BE IT FURTHER RESOLVED** that the Governing Body supports legislation that enhances

6 the Downtown Improvement District of Santa Fe including such items as revised streetscapes, improved

7 signage, placemaking, Americans with Disabilities Act considerations, and litter collection.

8 **BE IT FURTHER RESOLVED** that the Governing Body renews its request that the

9 Legislature support legislation that promotes water reuse and water planning and other legislation

10 designed to improve overall sustainability at the state and local level.

11 **BE IT FURTHER RESOLVED** that the Governing Body re-affirms its support for and

12 endorsement of legislation that would support municipal recycling programs and other programs that

13 support recycling market development.

14 **BE IT FURTHER RESOLVED** that the Governing Body hereby establishes the following

15 City Council District capital outlay legislative funding priorities for improvements of citywide

16 infrastructure for consideration by the Legislature during the Legislative Session:

- 17 1. For a capital outlay initiative located within **City Council District 1, \$1,000,000** for
- 18 Arroyo Torreon Stabilization project to address erosion of [soil on properties with?] affordable housing.
- 19 2. For a capital outlay initiative located within **City Council District 2, \$1,000,000** for
- 20 the Ragle Park Baseball Field Upgrades.
- 21 3. For a capital outlay initiative located within **City Council District 3, \$1,000,000** for
- 22 Santa Fe Median Beautification Project construction.
- 23 4. For a capital outlay initiative located within **City Council District 4, \$875,000** for
- 24 Herb Martinez Park Improvements for safety, accessibility, and sustainability.

25 **BE IT FURTHER RESOLVED** that, consistent with Resolution No. 2023-32, the Governing

1 Body hereby establishes the following capital outlay legislative funding priority for any initiative
2 associated with public safety: \$1,150,000 to plan, design, and construct much needed renovations of
3 the Municipal Court building including adding security measures.

4 **BE IT FURTHER RESOLVED** that the Governing Body supports legislation to restrict
5 deadly weapons in public buildings unless a local government opts out of the restriction and place a
6 constitutional referendum on the ballot to permit municipalities and counties to restrict firearms to the
7 extent constitutionally permissible, while continuing to disallow municipalities and counties from
8 regulating firearms in a manner that is less restrictive than the State.

9 **BE IT FURTHER RESOLVED** that the Governing Body supports and endorses the
10 following firearms legislation:

- 11 1. Creating a New Mexico Office of Gun Violence Prevention;
- 12 2. Funding for regional and/or local collaboration to address youth gun violence;
- 13 3. Raising the age of purchase for certain rifles;
- 14 4. Banning assault-style weapons;
- 15 5. Creating mandatory minimum sentencing for illegal firearms trafficking; and
- 16 6. Enhancing the penalty for the illegal possession of a firearm during any crime, including
17 during the illegal sale of drugs.

18 **BE IT FURTHER RESOLVED** that the Governing Body supports continued funding for the
19 Violence Intervention Program fund, including money for operational capacity.

20 **BE IT FURTHER RESOLVED** that the Governing Body supports and endorses funding for
21 interventions and responses to domestic violence, sexual assault, and human trafficking, including the
22 expansion of a coordinated, comprehensive approach that benefits both the survivor and the perpetrator.

23 **BE IT FURTHER RESOLVED** that the Governing Body re-affirms its support for and
24 endorsement of the establishment of the Santa Fe County Detox Center that would serve the residents
25 of Santa Fe and northern New Mexico.

1 **BE IT FURTHER RESOLVED** that the Governing Body supports and endorses funding
2 mental health and behavioral health programs focused on addressing the needs of residents and
3 individuals struggling with mental illness and/or substance abuse or addiction, including the expansion
4 or augmentation of treatment opportunities and facilities to support that treatment.

5 **BE IT FURTHER RESOLVED** that the Governing Body supports and endorses
6 appropriations for mental health and behavioral health programs, including the development of the
7 Santa Fe County’s Youth Behavioral Health Center and the La Salla Center, focused on addressing the
8 needs of residents and individuals struggling with mental illness and/or substance abuse or addiction,
9 including the expansion or augmentation of treatment opportunities and facilities to support that
10 treatment.

11 **BE IT FURTHER RESOLVED** that the Governing Body endorses legislation that supports
12 meaningful partnerships between State, county, and municipal governmental agencies to address
13 fentanyl as a health crisis by removing barriers to services for those struggling with addiction,
14 supporting the coordination of response efforts, and funding such initiatives.

15 **BE IT FURTHER RESOLVED** that the Governing Body renews its requests that the
16 Legislature appropriate money from the general fund to support the City’s “Alternative Response Unit”,
17 which allows law enforcement officers to work with the Santa Fe Fire Department and with case
18 managers under the supervision of a licensed clinical social worker to redirect persons who are
19 experiencing non-violent mental health episodes, public intoxication, and/or who may be suspected of
20 involvement in non-violent, low-level crimes, to alternative, community-based services in lieu of
21 prosecution or jail.

22 **BE IT FURTHER RESOLVED** that, as is consistent with Resolution No. 2022-47
23 (supporting state and federal legislation protecting the right to a safe abortion), the Governing Body
24 endorses legislation that supports reproductive rights and that would codify the right to safe abortion
25 into law.

1 **BE IT FURTHER RESOLVED** that, as is consistent with initiatives such as what is contained
2 in Resolution No. 2024-29, the Governing Body supports the rights of the LGBTQIA+ population such
3 that every individual, regardless of the individual’s reproductive choices, sexual orientation, or gender
4 identity, can live, work, and pursue their dreams free from discrimination and prejudice and supports
5 legislation that preserves and protects the rights of the LGBTQIA+ community.

6 **BE IT FURTHER RESOLVED** that the Governing Body supports and endorses legislation
7 and allocation of funding designed to interrupt intergenerational cycles of poverty, such as
8 appropriations for operations of a state-wide pilot program that provides a monthly, guaranteed income.

9 **BE IT FURTHER RESOLVED** that the Governing Body re-affirms its support for and
10 endorsement of legislation that improves broadband infrastructure in Santa Fe and throughout the state,
11 specifically as it relates to associated community and economic development.

12 **BE IT FURTHER RESOLVED** that the Governing Body endorses legislation and funding
13 that supports the rights of the disability community, that advances disability access in public spaces,
14 and that allows for individuals to live, work, and pursue their dreams free from discrimination and
15 prejudice.

16 **BE IT FURTHER RESOLVED** that, as is consistent MOA No. 2020-0629, the Governing
17 Body supports legislation dedicated to the City and Santa Fe County partnership program,
18 “CONNECT,” defined by the City and County as “a network of navigators at clinics, community
19 organizations, and city and county programs,” which has successfully connected approximately ten
20 thousand (10,000) Santa Fe County residents with resources such as housing, food, transportation,
21 childcare, and other essential needs.

22 **BE IT FURTHER RESOLVED** that the Governing Body re-affirms its support for and
23 endorsement of legislation that supports the development and construction of affordable and workforce
24 housing to decrease and/or subsidize the cost of housing for residents of Santa Fe and New Mexico.

25 **BE IT FURTHER RESOLVED** that the Governing Body supports and endorses legislation

1 and appropriations that::

- 2 • Increase housing availability, including transitional housing options tailored to the
3 individual's needs, and expands available social services for homeless families and
4 individuals, including those who are chronically homeless, veterans experiencing
5 homelessness, and young people experiencing homelessness, as well as those living in
6 outdoor unsupervised encampments;
- 7 • Expand program staff that supports the goals of housing preservation and homelessness
8 prevention, emergency shelter, building housing units, individual housing vouchers,
9 project-based housing vouchers, supportive services, and system infrastructure; and
- 10 • Replenish and seek a recurring funding source to support New Mexico Mortgage Finance
11 Authority's Housing Trust Fund.

12 **BE IT FURTHER RESOLVED** that the Governing Body supports and endorses legislation
13 that expands the permitted uses of existing lodgers' tax, or creates an additional lodgers' tax, to defray
14 the cost of providing affordable housing and permanent supportive housing and addressing the needs
15 of low-income people by providing wraparound services such as childcare and/or that leverages federal
16 funding for affordable housing.

17 **BE IT FURTHER RESOLVED** that the Governing Body re-affirms its support for and
18 endorsement of legislation that would eliminate the three percent (3%) cap on annual property tax
19 increases on residences that are not owner-occupied as the owner's principal place of residence.

20 **BE IT FURTHER RESOLVED** that the Governing Body supports and endorses legislation
21 that increases the likelihood of local governments recruiting, retaining, promoting, and housing first
22 responders and Alternative Response Unit case workers and behavioral health employees in the
23 communities in which they serve to improve public safety and enhance emergency response capacity.

24 **BE IT FURTHER RESOLVED** that the Governing Body re-affirms its support for and
25 endorsement of legislation that slows down the timeline for eviction, connects tenants to rental

1 assistance resources, and improves opportunities for mediation between renters and landlords.

2 **BE IT FURTHER RESOLVED** that the Governing Body supports and endorses legislation
3 promoting the facilitation of community efforts to address the cleanup of trash, litter, and weeds which
4 may include methods such as using compost and chipping, with a specific emphasis on elevating the
5 quality of the City’s roadways, rights of way, medians, arroyos, open spaces, trails, and parks.

6 **BE IT FURTHER RESOLVED** that the Governing Body supports and endorses legislation
7 or appropriations to improve the environment, enhance the quality of the City’s public spaces, and
8 achieve its sustainability goals, including, but not limited to, funding for projects and programs that
9 support water conservation, erosion control, tree planting, biodiversity, outdoor recreation, and public
10 art.

11 **BE IT FURTHER RESOLVED** that that Governing Body re-affirms its support for and
12 endorsement of legislation that

- 13 • Establishes an “extended producer responsibility” program that requires manufacturers
14 and retailers to be responsible for the costs associated with a product throughout its life
15 cycle, from creation to disposal, and/or re-use;
- 16 • Advances the environmental sustainability goals of the City, including legislation that
17 facilitates renewable energy generation and interconnection, energy storage, building
18 electrification, public transportation, complete streets, carbon neutrality, net-zero
19 greenhouse gas emissions, community solar, and watershed restoration and forest fire
20 mitigation; and/or
- 21 • Expands the Air Quality Control Act, NMSA 1978, § 74-2-2(J), to include an express
22 option for local governments to opt-in to an emissions inspections program.

23 **BE IT FURTHER RESOLVED** that the Governing Body supports continued study and
24 analysis of how to improve emergency response, preparation, and management strategies for addressing
25 environmental and radiological emergencies, which could include climate change adaptation strategies

1 and development of, and improvement to, emergency management infrastructure.

2 **BE IT FURTHER RESOLVED** that the Governing Body supports appropriations to New
3 Mexico’s Department of Cultural Affairs in support of the expansion of local library programming for
4 local communities.

5 **BE IT FURTHER RESOLVED** that the Governing Body endorses legislation that supports
6 childcare as a guaranteed, basic right for families.

7 **BE IT FURTHER RESOLVED** that the Governing Body re-affirms its support for and
8 endorsement of legislation that would improve and expand early childhood education, with an emphasis
9 on the following initiatives: infant and toddler care; capital improvements for center-based and in-home
10 care; stipend-based training opportunities for the family, friends, and neighbor network (FFN); and
11 investment in pre-apprentice and apprenticeship programs to develop the early childcare educator
12 pipeline.

13 **BE IT FURTHER RESOLVED** that the Governing Body supports investing in pre-
14 apprentice and apprenticeship programs to develop the early childcare educator pipeline and expanding
15 the workforce to run such programs.

16 **BE IT FURTHER RESOLVED** that the City continues to support statewide paid sick leave
17 legislation, as described in the City’s Resolution No. 2021-11, unanimously passed by the members of
18 the Governing Body in 2021.

19 **BE IT FURTHER RESOLVED** that the Governing Body endorses legislation for Paid
20 Family and Medical Leave in support of providing care for new children and/or ill family members.

21 **BE IT FURTHER RESOLVED** that the Governing Body supports the appropriation of funds
22 for New Mexico-grown fresh fruits and vegetables for school and senior meals programs and related
23 education programs for schools and farmers.

24 **BE IT FURTHER RESOLVED** that the Governing Body urges the legislature to address the
25 underfunding of the Public Employees Retirement Association pension plans.

1 **BE IT FURTHER RESOLVED** that the Governing Body renews its requests that the
2 Legislature ensure that hold harmless payments to counties and municipalities are not eliminated or
3 further reduced and returned to their original schedule; ensure that any tax reform continues to hold
4 counties and municipalities harmless in lieu of the enactment of legislation reinstating the gross receipts
5 tax on food and medical; and that protects local governments' annual revenues if the Legislature enacts
6 legislation modifying State gross receipts tax deductions and exemptions.

7 **BE IT FURTHER RESOLVED** that the Governing Body supports legislation that creates a
8 major entertainment venue in Santa Fe for sports, concerts, and music festivals, specifically for
9 economic development.

10 **BE IT FURTHER RESOLVED** that the Governing Body renews its request that the
11 Legislature adopt legislation that pertains to statewide business licensing to permit business owners to
12 operate in all cities, counties, and municipalities, provided business owners comply with local land use
13 and safety requirements.

14 **BE IT FURTHER RESOLVED** that the Governing Body directs the City's lobbyist to
15 undertake the following actions:

- 16 • Work with the New Mexico Municipal League in support of Municipal League 2025
17 Legislative Priority from which the City would benefit from the passage of such initiative;
- 18 • Prioritize capital outlay projects included in the City ICIP Priority List;
- 19 • Work to advance any legislation introduced during the Legislative Session deemed to be
20 beneficial to the City; and
- 21 • Oppose legislation introduced during the Legislative Session deemed to be detrimental to
22 the City.

23 **BE IT FURTHER RESOLVED** that while this Resolution represents a majority of the intent
24 of the Governing Body as to 2025 legislative priorities, other timely priorities may be approved by the
25 Governing Body, incorporated into the City's legislative agenda, and forwarded to the City's lobbying

1 team for action.

2 **BE IT FURTHER RESOLVED** that the City Clerk be directed to forward a copy of this
3 Resolution to the City’s lobbyist, the City’s legislative delegation, and the Governor of New Mexico.

4 PASSED, APPROVED, and ADOPTED this ____ day of ____, 2026.

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7

ALAN WEBBER, MAYOR

8

9 ATTEST:

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ANDRÉA SALAZAR, CITY CLERK

13

APPROVED AS TO FORM:

14

15

Erin McSherry

[Erin McSherry \(Nov 7, 2025 16:14:34 MST\)](#)

16

ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2025/Resolutions/Legislative Priorities 2026

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): 2026 Legislative Priorities

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Public Works Department and City Attorney's Office

Staff Completing FIR: Marci Eannarino, Legislation and Policy Innovation Manager and Christine Spiers, Legislative Assistant Date: 10/23/2025 Phone: (505) 955-6581; (505) 955-6692

Reviewed by City Attorney: *Erin McSherry* Erin McSherry (Nov 7, 2025 16:14:34 MST) Date: 11/07/2025

Reviewed by Finance Director: *Emily K. Oster* Date: 11/07/2025

Summary:

The proposed resolution establishes the City of Santa Fe's ("City's") legislative priorities for the State of New Mexico's 2026 Legislative Session. The Resolution includes citywide capital outlay requests, district capital outlay requests, and policy priorities.

Departments Affected:

All departments.

Consequences of Not Enacting Legislation:

If this legislation is not adopted, the City will have limited capital outlay and policy priorities identified prior to the 2026 New Mexico Legislative Session.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

The resolution would direct the City Clerk to send the adopted resolution to the City's lobbyist, the City's legislative delegation, and the Governor of New Mexico.

Fiscal Implications:

None.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2026	FYE 2027	FYE 2028	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2026	FYE 2027	FYE 2028	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature:

Email:

Signature:

Email:

Signature:

Email:

Signature:

Email:



CITY OF SANTA FE

Memorandum

Date: September 24, 2025

To: Governing Body; Public Works and Utilities Committee; Quality of Life Committee; Finance Committee

From: Thomas Grundler, Deputy Chief of Police

Via: Paul Joye, Chief of Police

RE: Prohibiting Animals on Medians

EXECUTIVE SUMMARY:

This bill would Amend SFCC 1987, Section 5-2, “Definitions” to define “abandonment” and “unattended animal” as well as prohibit keeping an animal on any median longer than it takes to cross the street, regardless of the owner’s presence. It would also increase the fine for abandoning an animal from two hundred dollars (\$200) to five hundred dollars (\$500). It creates a fine structure for unattended animals—two hundred dollars (\$200) for the first offense and five hundred dollars (\$500) for subsequent offenses. Lastly, it imposes a fine of two hundred dollars (\$200) for keeping an animal on a median.

ATTACHMENTS:

Bill
FIR

[bracketed material] = delete
underscored material = new

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-22

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Signe Lindell

A BILL

AMENDING SFCC 1987, SECTION 5-2, TO DEFINE “ABANDONMENT” AND “UNATTENDED ANIMAL”; SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; AND SECTION 5-8.4 TO SPECIFY THAT ABANDONING AN ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.14, “UNATTENDED ANIMAL”, PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL FROM \$200 TO \$500, IMPOSE A \$200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A \$500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE A \$200 FINE FOR KEEPING ANIMALS ON MEDIANS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 5-2 of SFCC 1987 (being Ord. No. 2020-6, §1) is amended to read:

As used in this chapter:

Abandonment consists of relinquishing ownership of an animal by any person having

1 charge, custody, or ownership, through any of the following acts:

2 A. Leaving an animal without adequate food, water or shelter;

3 B. Leaving an animal in circumstances where the animal's health, safety, or
4 welfare is endangered;

5 C. Leaving an animal with the intent to permanently give up custody, ownership,
6 or responsibility for the animal without making proper arrangements for the
7 animal's continued care; or

8 D. Leaving an animal in a confined space without adequate ventilation,
9 temperature control, or means of escape.

10 *Administrator* means the person responsible for the operations of the animal services
11 division.

12 *Animal* means any vertebrate member of the animal kingdom excluding human beings.

13 *Animal services center* means the facility maintained and operated pursuant to the
14 provisions of this chapter.

15 *Animal services officer* means an employee of the city, designated as such by the
16 administrator, who has the authority of a peace officer to issue citations for violations of this chapter
17 and performs such other duties relating to animal services as prescribed by the city manager.

18 *Anti-escape provision* means any housing, fencing or device which a guard dog cannot go
19 over, under, through or around.

20 *Bite* means an actual puncture or tear of the skin inflicted by the teeth of an animal.

21 *Breeder* means any person involved in controlled breeding of animals except those
22 complying with subsection [5-9.5](#) SFCC 1987 for litter fees. Breeders are subject to the professional
23 animal care permit requirements set forth in subsection [5-6.2](#) SFCC 1987.

24 *Commercial property* means:

25 A. A portion of land, buildings, or land and buildings in the city, zoned for, or utilized

1 for commercial or business uses, including temporary sites; and

2 B. Any vehicle utilized for commercial or business purposes in the city.

3 *Cruelty* means an overt act committed with the intent to harm or needlessly kill an animal
4 or committed out of depraved indifference for the animal's wellbeing, including but not limited to
5 torture, maiming, beating or otherwise committing violence that causes injury or death.

6 *Dangerous animal* means:

7 A. An animal which, when unprovoked, engages in behavior that requires a defensive
8 action by a person to prevent great bodily harm to a person or domesticated animal
9 provided that the person or the second animal are not on the premises of the owner
10 or person having custody of the first animal; or

11 B. An animal which, when unprovoked, injures a person but the injury does not result
12 in great bodily harm; or

13 C. An animal which, because of its poisonous bite or sting, constitutes a significant
14 hazard to the public.

15 *Dog park* means an official city designated park or portion thereof where dogs can exercise
16 and run off leash in a safe, secure environment within the established limits and boundaries of an
17 official city designated dog park.

18 *Domestic animal* means an animal that is sufficiently tame to live with humans, such as a
19 dog or cat.

20 *Establishment* means a place of business together with its grounds and equipment.

21 *Feces* means excrement and other waste matter discharged from the bowels of an animal.

22 *Great bodily harm* means an injury to a person or domesticated animal which:

23 A. Creates a high probability of death; or

24 B. Results in serious disfigurement; or

25 C. Results in loss of any member or organ of the body; or

1 D. Results in permanent or prolonged impairment of the use of any member or organ
2 of the body.

3 *Grooming parlor* means any establishment, or part thereof, or premises maintained for the
4 purpose of offering animals cosmetic services for profit.

5 *Guard dog* means any dog that is utilized to protect commercial property, as defined above.

6 *Guard dog site* means any premises utilizing a guard dog that has a current guard dog
7 permit.

8 *Handler* means a person who trains dogs for socialization or dog shows or trials or a
9 security person capable of controlling guard dogs.

10 *Handler breeder or hobby breeder* means any person involved in controlled breeding of
11 animals that are approved by a nationally recognized animal breeding organization, and are eligible
12 to be so registered.

13 *Heat or season* means a regularly recurring state of estrus during which the female animal
14 is capable of attracting or accepting the male for breeding or is capable of conceiving.

15 *Hybrid* means an animal created by breeding animals of different species. For purposes of
16 this article, it includes, but is not limited to, the hybrid offspring of domesticated dogs and wolves,
17 or domesticated dogs and coyotes.

18 *Impound* means to take-up and confine an animal in a humane manner.

19 *Inspection officer* means an animal services officer authorized by ordinance to conduct
20 inspectorial searches.

21 *Inspection order* means an order issued by a municipal or district court judge.

22 *Inspectorial search* means an entry into and examination of premises for the purpose of
23 ascertaining the existence or nonexistence of conditions dangerous to health or safety or otherwise
24 relevant to the public interest, in accordance with inspection prescribed by this chapter enacted for
25 the promotion of public well-being.

1 *Kennel* means any commercial establishment or premises where ten (10) or more dogs or
2 cats, over three (3) months of age, are boarded, kept, or maintained for any purpose whatsoever,
3 with the exception of state-inspected veterinary hospitals and shelters.

4 *Licensed veterinarian* means a person with a doctor of veterinary medicine degree, licensed
5 to practice in the state.

6 *Livestock* means cattle, horses, mules, donkeys, swine, sheep or goats.

7 *Neglect* means an overt act involving failure to provide for animal health or safety,
8 including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary
9 veterinary care to an animal or to adequately confine an animal in a manner appropriate to its
10 species, breed, age and condition.

11 *Nuisance* means, but is not limited to defecation, urination, disturbing the peace, emitting
12 noxious or offensive odors, or otherwise endangering or offending the well-being of the inhabitants
13 of the city.

14 *Owner of animal* means a person who owns, harbors or keeps, or knowingly permits an
15 animal to be harbored or kept, or has an animal in their care, or who permits an animal to remain
16 on or about their premises.

17 *Person* means any individual, household, firm, partnership, corporation, company, society,
18 association, and every officer, agent or employee thereof.

19 *Person in charge* means, for the purpose of inspection, the individual present in an
20 establishment who is the apparent supervisor of the establishment at the time of inspection. If no
21 individual is the apparent supervisor, then any employee present shall be considered the person in
22 charge.

23 *Pet shop* means any commercial establishment or premises or part thereof maintained for
24 the purchase, sale, exchange of animals of any type, except that the term shall not include livestock
25 auctions.

1 *Playground* means an area where outdoor equipment is placed for children to play on,
2 athletic fields such as baseball, football, soccer fields, handball courts, tennis courts, skateboard
3 parks, etc.

4 *Police dog* means any dog owned by a public agency and used in law enforcement activities
5 under the direction of a handler.

6 *Premises* means a parcel of land and the structures thereon.

7 *Professional animal care business* means a business operated by a person or persons that
8 involves live animals, and includes, but is not limited to, animal rescue, animal shelter, boarding
9 kennel, breeder, grooming parlor, grooming service, commercial kennel, pet day care facility, pet
10 day care, pet sitting, pet store, training facility, dog walking, and circus acts.

11 *Professional animal care permit* means a permit issued by the city of Santa Fe animal
12 services administrator to a professional animal care business.

13 *Quarantine* means to detain or isolate an animal suspected of having a contagious disease.

14 *Restraint* means:

15 A. Confinement within the real property limits of an animal owner where the animal
16 is secured by a leash or lead or is otherwise under the control of a responsible
17 person; or

18 B. Confinement within a vehicle in a manner that prevents an animal from escaping.

19 *Running at large* means not to be confined within a building, shelter, walled or fenced area
20 or secured by a leash, rope, chain or other restraining device, unless under the direct control of the
21 owner/handler or keeper.

22 *Service animal* means a dog or miniature horse that is individually trained to do work or
23 perform tasks for a person with a disability.

24 *Shelter* means:

25 A. Any establishment owned and operated by a non-profit humane organization

1 licensed to do business in the state; or

2 B. A structure that is moisture-proof, wind-proof, and of suitable size to accommodate
3 an animal, allowing for freedom of movement to make normal postural
4 adjustments, including the ability to stand, turn around, and lie down with limbs
5 outstretched including, but not limited to, a dog house, shed, barn, private
6 residence, or similar structure.

7 *Stray animal* means any animal found running at large beyond the boundaries of the
8 premises of the owner unless the animal is within the established limits and boundaries of an official
9 city designated dog park.

10 *Unaltered* means not neutered or spayed.

11 *Unattended animal* means any animal left in a situation where the animal's immediate
12 welfare may be compromised and the animal is without direct supervision by any person having
13 charge, custody, or ownership, including situations when the animal lacks immediate access to
14 adequate food, water, shelter, or care appropriate to the animal's age, species, and physical
15 condition and when the animal is left beyond reasonable time periods in a vehicle, on chains or
16 tethers, or in yards or enclosures without proper shelter from weather conditions.

17 *Vaccination* means protection provided against rabies by inoculation with anti-rabies
18 vaccine recognized and approved by the state.

19 *Vermin* means small insects and animals (such as fleas, mice, rats, or gophers) that are
20 sometimes harmful to plants or other animals and that are difficult to get rid of.

21 *Vicious animal* means an animal which kills or causes great bodily harm. It does not
22 include an animal that bites, attacks or injures a person or second animal unlawfully upon the
23 premises of the owner or person having custody of the first animal. Any animal that has previously
24 been found to be a dangerous animal may thereafter be deemed vicious upon a second or subsequent
25 offense.

1 *Wild or exotic animal* means any animal not normally considered domesticated and shall
2 include, but not be limited to, the following:

- 3 A. Class reptilia; order phidia, such as racers, boas, water snakes, and pythons, and
4 order loricata, such as alligators, caymans and crocodiles;
- 5 B. The following members of the class aves; order falconiforms, such as hawks,
6 eagles, and vultures, and subdivision ratitae, such as ostriches, rheas, cassowaries,
7 and emus;
- 8 C. Class mammalia; order carnivora; family felidae, such as ocelots, margays, tigers,
9 jaguars, leopards, and cougars, except commonly accepted domesticated cats;
10 family canidae, such as wolves, dingos, coyotes and jackals, except commonly
11 accepted domesticated dogs; family mustelidae, such as weasels, martins, mink,
12 badgers, except ferrets, family procynnidae, such as raccoons; family ursidae, such
13 as bears; family pinnipedia such as seals, sea lions and walruses; order marsupialia,
14 such as kangaroos, and common opossums; order edentata, such as sloths,
15 anteaters, and armadillos; order proboscidea, such as elephants; order primata,
16 such as monkeys, chimpanzees, and gorillas; order rodenta, such as porcupines;
17 order ungulata, such as hippopotamuses, giraffes, llamas, antelope, deer, bison and
18 camels but excluding cattle, swine, sheep, and goats; and order euungulata such as
19 rhinoceroses, tapirs, and zebras but excluding horses, ponies, donkeys, burros and
20 mules;
- 21 D. Class chondrichthyes, subclass elasmobranchii such as sharks, stingrays and
22 skates; and
- 23 E. Hybrids, which includes the offspring of two (2) animals of different races, breeds,
24 species, varieties or genera involving any one or more of the animals mentioned in
25 Subsections A—D above.

1 **Section 2. Section 5-5.4 of SFCC 1987 (being Ord. No. 2020-6, § 2, 3-11-20) is**
2 **amended to read:**

3 **5-5.4 Restraint of animals.**

4 A. Voice command is not an acceptable form of restraint.

5 B. Except for city permitted events that allow for animals to be present, animals which
6 are not service animals shall not be allowed upon playgrounds or upon the grounds of swimming
7 pools, or within a building, any of which are owned, operated or maintained by the city, nor shall
8 they be allowed upon the premises of public schools, preschool through high school unless
9 permission is obtained from the school official. All animals which are not service animals shall be
10 prohibited in Cathedral Park.

11 C. Animals shall not be allowed upon a public street, alley, easement, city property
12 or other place open to the public or upon any property other than that of the owner of the animal
13 unless properly restrained. Dogs shall be on a secure leash no longer than six (6) feet in length and
14 under the immediate effective physical control of the person having custody thereof. Longer,
15 retractable leashes may be used, provided the person with the dog is capable of controlling the dog.
16 All other animals must be secured in a fashion acceptable for the species of animal. The person
17 having custody shall be a person of such age and maturity to be reasonably responsible therefor
18 and shall be capable of controlling and restraining the animal. A person inside an enclosed structure
19 shall not be considered to be in the physical control of a dog not in the enclosed structure. The
20 provisions of this paragraph do not apply when an animal is participating in a bona fide animal
21 show or training program which has been authorized by the animal services division or is in a city
22 park designated by the governing body as an off-leash exercise ground for dogs. The provisions
23 also do not apply to police canine units unleashed while on public property while acting in a law
24 enforcement activity.

25 D. Animals located upon the property of the owner of the animal shall be restrained

1 in such a manner as to secure the animal, using devices such as a kennel, invisible fencing, or
2 inescapable walled or fenced area. Voice command is not an acceptable form of restraint. The
3 animal shall be restrained in such a way as to prevent the animal from reaching outside the
4 perimeter of the property.

5 E. Animals shall not be carried in or upon any vehicle in a cruel, inhumane or unsafe
6 manner. An animal carried in the bed of a truck shall be crated or restrained upon a non-metal mat
7 so it cannot fall or jump from the truck or be strangled.

8 F. It is unlawful to confine a domestic animal by the use of a tether, chain, trolley, or
9 similar restraint. Fixed point tethering of any domestic animal to stationary objects is permitted in
10 limited circumstances such as picnics or gatherings in a park or open space, for emergency purposes
11 to permit an individual to render aid to a human or other animal, and only when the owner is
12 immediately present.

13 G. It is unlawful for any individual to restrain or have an animal on any median,
14 regardless of the owner's presence, for longer than needed to cross the street.

15 **Section 3. Section 5-8.4 of SFCC 1987 (being Ord. No. 2004-20, § 1) is amended**
16 **to read:**

17 **5-8.4 – Abandonment.**
18 It is unlawful for any person having charge, custody, or ownership to abandon any animal.
19 Persons who are not acting on behalf of the city as an animal services officer may turn over any
20 [All] animals [which] that are [to be] abandoned [may be turned over] to the animal services center
21 or the animal shelter for adoption.

22 **Section 4. [NEW MATERIAL] A new Section 5-8.14 is hereby ordained to read:**
23 **5-8.14 – Unattended animals.**

24 It is unlawful for any person having charge, custody, or ownership to leave an animal
25 unattended.

1 **Section 5. Section 5-12 of SFCC 1987 (being Ord. No. 2020-6, § 9) and**
 2 **the related Table 15-12.1 is amended to read:**

3 **5-12 – LICENSES AND PERMIT FEES; FINES AND PENALTIES; OTHER**
 4 **CHARGES; AND ADMINISTRATIVE HEARINGS.**

5 A. Any violation of this chapter shall be punished as provided in Table 5-12.1 below
 6 or as provided in Section 1-3 of this Code. If any person is cited for or convicted
 7 of cruelty or mistreatment of an animal, the animal shall be removed from the
 8 owner’s custody and placed with the administrator. The administrator shall
 9 develop and alternative payment program for those residents who receive first-
 10 time civil citations and who have affirmed their inability to pay the associated
 11 fines. as

Table 5-12.1		
[Editor’s note: prior rows omitted for brevity]		
Restraint of animals (Section 5-5.4)	Unaltered animal	Altered Animal
1 st civil citation in 36 month period	\$50	\$25
2 nd civil citation in 36 month period	\$100	\$50
3 rd civil citation in 36 month period	\$250	\$125
4 th civil citation in 12 month period	\$500	\$250
<u>Restraint of an animal on any median</u> <u>(first and subsequent offenses) (Section 5-</u> <u>5.4(G))</u>	\$200	\$200
[Editor’s note: rows omitted for brevity]		
Neglect (Sections 5-5.7, 5-5.8, and 5-8.3)		
1 st [C]riminal conviction in 48-month	\$150	

period	
2 nd criminal conviction in 48 month period	\$250
3 rd criminal conviction in 48 month period	\$500 and/or up to ninety (90) days in jail and surrender of animal
Abandonment (Section 5-8.4)	[\$200] <u>\$500</u>
Poisoning (Section 5-8.5)	\$500 and/or up to ninety (90) days in jail and surrender of animal
Animal fights (Section 5-8.10)	\$500 and/or up to ninety (90) days in jail and surrender of animal
<u>Unattended Animals (Section 5-8.14)</u>	
<u>1st offense</u>	<u>\$200</u>
<u>Subsequent offenses</u>	<u>\$500</u>
<p>Notes:</p> <p>¹ In addition to the fees and fines due to the city, the pet owner shall also be responsible for any and all boarding fees accrued at a shelter and the state spay/neuter deposit, if applicable.</p> <p>² Any combination of kennel, grooming parlor, pet shop, or shelter operating as a single business at one location is only required to obtain a single permit. Multiple locations require a permit for each location.</p> <p>³ Any person who breeds animals shall obtain a breeder permit for each animal, an unaltered license for each animal, and a litter permit for each animal from each litter.</p> <p>⁴ Each day violation occurs after the initial citation shall be considered a separate citation or crime. Failure to pay or contest a citation as specified below within fifteen (15) days of the date of the citation shall result in a late fee equal to the original citation.</p>	

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PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Oct 2, 2025 15:07:08 MDT)
 ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Prohibiting Animals on Medians

Sponsor(s): Councilors Jamie Cassutt and Signe Lindell

Reviewing Department(s): Santa Fe Police Department

Staff Completing FIR: Thomas Grundler, Deputy Chief of Police **Date:** 9/24/2025

Phone: (505) 955-5359

Reviewed by City Attorney: *Erin McSherry* Erin McSherry (Oct 2, 2025 15:07:36 MDT) **Date:** 10/02/2025

Reviewed by Finance Director: *Emily K. Oster* **Date:** 10/03/2025

Summary:

This bill would Amend SFCC 1987, Section 5-2, “Definitions” to define “abandonment” and “unattended animal” as well as prohibit keeping an animal on any median longer than it takes to cross the street, regardless of the owner’s presence on or near the median. It would also increase the penalty for abandoning an animal from two hundred dollars (\$200) to five hundred dollars (\$500). It creates a fine structure for unattended animals—two hundred dollars (\$200) for the first offense and five hundred dollars (\$500) for subsequent offenses. Lastly, it creates a fine of two hundred dollars (\$200) for keeping an animal on a median.

Departments Affected:

Police Department (Animal Services)

Consequences of Not Enacting Legislation:

If this legislation is not adopted, keeping an animal on a median will not be illegal or subject to fine. Nor will Section 5-2 define “abandonment” and “unattended animal”. Lastly the penalty for abandoning an animal will remain two hundred dollars (\$200), and there would be no penalty for “unattended animals”.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None at this time.

Performance and Administrative Implications:

Adopting this bill has potential implications for improving staff’s ability to respond to constituent complaints regarding abandoned and unattended animals.

Fiscal Implications:

**It is difficult to predict the number of violations for future years and whether the citations will result in successful payment of the related fines. However, for reference, no abandonment citations have been issued

in the past two years.

Fiscal Impact

** Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

**see Fiscal Implications narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature:


Email:

Signature:

Email:

CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2025-22_
Prohibiting Animals on Medians

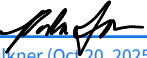
The following members of the Governing Body joined sponsorship of this legislation:


Alma Castro (Oct 8, 2025 16:35:16 MDT)
Alma Castro, Councilor

10/08/2025
Date

**CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2025-22
Banning Animals on Medians**

The following members of the Governing Body joined sponsorship of this legislation:


Pilar Faulkner (Oct 20, 2025 10:44:37 MDT)
Pilar Faulkner, Councilor

10/16/2025
Date

1 CITY OF SANTA FE, NEW MEXICO
2 PROPOSED AMENDMENT(S) TO BILL NO. 2025-22
3 Prohibiting Animals on Medians
4

5 Mayor and Members of the City Council:

6
7 This amendment WILL change the caption. X

8 This amendment WILL NOT change the caption. _____

9
10 I intend to propose amending Bill No. 2025-21 as follows:

11
12 CITY OF SANTA FE, NEW MEXICO

13 BILL NO. 2025-22

14 INTRODUCED BY:

15
16 Councilor Jamie Cassutt

17 Councilor Signe Lindell

18 RED – AMENDMENT A – Councilor Romero-Wirth & Councilor Jamie Cassutt

19
20
21 A BILL

22 AMENDING SFCC 1987, SECTION 5-2, TO DEFINE “ABANDONMENT” AND
23 “UNATTENDED ANIMAL”; SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL
24 ON ANY MEDIAN; AND SECTION 5-8.4 TO SPECIFY THAT ABANDONING AN
25 ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.14, “UNATTENDED

1 ANIMAL”, PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND
2 AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN
3 ANIMAL FROM \$200 TO \$500, IMPOSE A \$200 FINE FOR A FIRST UNATTENDED
4 ANIMAL OFFENSE AND A \$500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE
5 A ~~\$200~~ 50 FINE FOR KEEPING ANIMALS ON MEDIANS.

6
7 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

8 Section 1. Section 5-2 of SFCC 1987 (being Ord. No. 2020-6, §1) is amended to
9 read:

10 As used in this chapter:

11 Abandonment consists of relinquishing ownership of an animal by any person having
12 charge, custody, or ownership, through any of the following acts:

- 13 A. Leaving an animal without adequate food, water or shelter;
14 B. Leaving an animal in circumstances where the animal’s health, safety, or
15 welfare is endangered;
16 C. Leaving an animal with the intent to permanently give up custody, ownership,
17 or responsibility for the animal without making proper arrangements for the
18 animal’s continued care; or
19 D. Leaving an animal in a confined space without adequate ventilation,
20 temperature control, or means of escape.

21 *Administrator* means the person responsible for the operations of the animal services
22 division.

23 *Animal* means any vertebrate member of the animal kingdom excluding human beings.

24 *Animal services center* means the facility maintained and operated pursuant to the
25 provisions of this chapter.

1 *Animal services officer* means an employee of the city, designated as such by the
2 administrator, who has the authority of a peace officer to issue citations for violations of this chapter
3 and performs such other duties relating to animal services as prescribed by the city manager.

4 *Anti-escape provision* means any housing, fencing or device which a guard dog cannot go
5 over, under, through or around.

6 *Bite* means an actual puncture or tear of the skin inflicted by the teeth of an animal.

7 *Breeder* means any person involved in controlled breeding of animals except those
8 complying with subsection 5-9.5 SFCC 1987 for litter fees. Breeders are subject to the professional
9 animal care permit requirements set forth in subsection 5-6.2 SFCC 1987.

10 *Commercial property* means:

11 A. A portion of land, buildings, or land and buildings in the city, zoned for, or utilized
12 for commercial or business uses, including temporary sites; and

13 B. Any vehicle utilized for commercial or business purposes in the city.

14 *Cruelty* means an overt act committed with the intent to harm or needlessly kill an animal
15 or committed out of depraved indifference for the animal's wellbeing, including but not limited to
16 torture, maiming, beating or otherwise committing violence that causes injury or death.

17 *Dangerous animal* means:

18 A. An animal which, when unprovoked, engages in behavior that requires a defensive
19 action by a person to prevent great bodily harm to a person or domesticated animal
20 provided that the person or the second animal are not on the premises of the owner
21 or person having custody of the first animal; or

22 B. An animal which, when unprovoked, injures a person but the injury does not result
23 in great bodily harm; or

24 C. An animal which, because of its poisonous bite or sting, constitutes a significant
25 hazard to the public.

1 *Dog park* means an official city designated park or portion thereof where dogs can exercise
2 and run off leash in a safe, secure environment within the established limits and boundaries of an
3 official city designated dog park.

4 *Domestic animal* means an animal that is sufficiently tame to live with humans, such as a
5 dog or cat.

6 *Establishment* means a place of business together with its grounds and equipment.

7 *Feces* means excrement and other waste matter discharged from the bowels of an animal.

8 *Great bodily harm* means an injury to a person or domesticated animal which:

- 9 A. Creates a high probability of death; or
- 10 B. Results in serious disfigurement; or
- 11 C. Results in loss of any member or organ of the body; or
- 12 D. Results in permanent or prolonged impairment of the use of any member or organ
13 of the body.

14 *Grooming parlor* means any establishment, or part thereof, or premises maintained for the
15 purpose of offering animals cosmetic services for profit.

16 *Guard dog* means any dog that is utilized to protect commercial property, as defined above.

17 *Guard dog site* means any premises utilizing a guard dog that has a current guard dog
18 permit.

19 *Handler* means a person who trains dogs for socialization or dog shows or trials or a
20 security person capable of controlling guard dogs.

21 *Handler breeder or hobby breeder* means any person involved in controlled breeding of
22 animals that are approved by a nationally recognized animal breeding organization, and are eligible
23 to be so registered.

24 *Heat or season* means a regularly recurring state of estrus during which the female animal
25 is capable of attracting or accepting the male for breeding or is capable of conceiving.

1 *Hybrid* means an animal created by breeding animals of different species. For purposes of
2 this article, it includes, but is not limited to, the hybrid offspring of domesticated dogs and wolves,
3 or domesticated dogs and coyotes.

4 *Impound* means to take-up and confine an animal in a humane manner.

5 *Inspection officer* means an animal services officer authorized by ordinance to conduct
6 inspectorial searches.

7 *Inspection order* means an order issued by a municipal or district court judge.

8 *Inspectorial search* means an entry into and examination of premises for the purpose of
9 ascertaining the existence or nonexistence of conditions dangerous to health or safety or otherwise
10 relevant to the public interest, in accordance with inspection prescribed by this chapter enacted for
11 the promotion of public well-being.

12 *Kennel* means any commercial establishment or premises where ten (10) or more dogs or
13 cats, over three (3) months of age, are boarded, kept, or maintained for any purpose whatsoever,
14 with the exception of state-inspected veterinary hospitals and shelters.

15 *Licensed veterinarian* means a person with a doctor of veterinary medicine degree, licensed
16 to practice in the state.

17 *Livestock* means cattle, horses, mules, donkeys, swine, sheep or goats.

18 *Neglect* means an overt act involving failure to provide for animal health or safety,
19 including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary
20 veterinary care to an animal or to adequately confine an animal in a manner appropriate to its
21 species, breed, age and condition.

22 *Nuisance* means, but is not limited to defecation, urination, disturbing the peace, emitting
23 noxious or offensive odors, or otherwise endangering or offending the well-being of the inhabitants
24 of the city.

25 *Owner of animal* means a person who owns, harbors or keeps, or knowingly permits an

1 animal to be harbored or kept, or has an animal in their care, or who permits an animal to remain
2 on or about their premises.

3 *Person* means any individual, household, firm, partnership, corporation, company, society,
4 association, and every officer, agent or employee thereof.

5 *Person in charge* means, for the purpose of inspection, the individual present in an
6 establishment who is the apparent supervisor of the establishment at the time of inspection. If no
7 individual is the apparent supervisor, then any employee present shall be considered the person in
8 charge.

9 *Pet shop* means any commercial establishment or premises or part thereof maintained for
10 the purchase, sale, exchange of animals of any type, except that the term shall not include livestock
11 auctions.

12 *Playground* means an area where outdoor equipment is placed for children to play on,
13 athletic fields such as baseball, football, soccer fields, handball courts, tennis courts, skateboard
14 parks, etc.

15 *Police dog* means any dog owned by a public agency and used in law enforcement activities
16 under the direction of a handler.

17 *Premises* means a parcel of land and the structures thereon.

18 *Professional animal care business* means a business operated by a person or persons that
19 involves live animals, and includes, but is not limited to, animal rescue, animal shelter, boarding
20 kennel, breeder, grooming parlor, grooming service, commercial kennel, pet day care facility, pet
21 day care, pet sitting, pet store, training facility, dog walking, and circus acts.

22 *Professional animal care permit* means a permit issued by the city of Santa Fe animal
23 services administrator to a professional animal care business.

24 *Quarantine* means to detain or isolate an animal suspected of having a contagious disease.

25 *Restraint* means:

1 A. Confinement within the real property limits of an animal owner where the animal
2 is secured by a leash or lead or is otherwise under the control of a responsible
3 person; or

4 B. Confinement within a vehicle in a manner that prevents an animal from escaping.

5 *Running at large* means not to be confined within a building, shelter, walled or fenced area
6 or secured by a leash, rope, chain or other restraining device, unless under the direct control of the
7 owner/handler or keeper.

8 *Service animal* means a dog or miniature horse that is individually trained to do work or
9 perform tasks for a person with a disability.

10 *Shelter* means:

11 A. Any establishment owned and operated by a non-profit humane organization
12 licensed to do business in the state; or

13 B. A structure that is moisture-proof, wind-proof, and of suitable size to accommodate
14 an animal, allowing for freedom of movement to make normal postural
15 adjustments, including the ability to stand, turn around, and lie down with limbs
16 outstretched including, but not limited to, a dog house, shed, barn, private
17 residence, or similar structure.

18 *Stray animal* means any animal found running at large beyond the boundaries of the
19 premises of the owner unless the animal is within the established limits and boundaries of an official
20 city designated dog park.

21 *Unaltered* means not neutered or spayed.

22 *Unattended animal* means any animal left in a situation where the animal's immediate
23 welfare may be compromised and the animal is without direct supervision by any person having
24 charge, custody, or ownership, including situations when the animal lacks immediate access to
25 adequate food, water, shelter, or care appropriate to the animal's age, species, and physical

1 condition and when the animal is left beyond reasonable time periods in a vehicle, on chains or
2 tethers, or in yards or enclosures without proper shelter from weather conditions.

3 *Vaccination* means protection provided against rabies by inoculation with anti-rabies
4 vaccine recognized and approved by the state.

5 *Vermin* means small insects and animals (such as fleas, mice, rats, or gophers) that are
6 sometimes harmful to plants or other animals and that are difficult to get rid of.

7 *Vicious animal* means an animal which kills or causes great bodily harm. It does not
8 include an animal that bites, attacks or injures a person or second animal unlawfully upon the
9 premises of the owner or person having custody of the first animal. Any animal that has previously
10 been found to be a dangerous animal may thereafter be deemed vicious upon a second or subsequent
11 offense.

12 *Wild or exotic animal* means any animal not normally considered domesticated and shall
13 include, but not be limited to, the following:

- 14 A. Class reptilia; order phidia, such as racers, boas, water snakes, and pythons, and
15 order loricata, such as alligators, caymans and crocodiles;
- 16 B. The following members of the class aves; order falconiforms, such as hawks,
17 eagles, and vultures, and subdivision ratitae, such as ostriches, rheas, cassowaries,
18 and emus;
- 19 C. Class mammalia; order carnivora; family felidae, such as ocelots, margays, tigers,
20 jaguars, leopards, and cougars, except commonly accepted domesticated cats;
21 family canidae, such as wolves, dingos, coyotes and jackals, except commonly
22 accepted domesticated dogs; family mustelidae, such as weasels, martins, mink,
23 badgers, except ferrets, family procynnidae, such as raccoons; family ursidae, such
24 as bears; family pinnipedia such as seals, sea lions and walruses; order marsupialia,
25 such as kangaroos, and common opossums; order edentata, such as sloths,

1 anteaters, and armadillos; order proboscidea, such as elephants; order primata,
2 such as monkeys, chimpanzees, and gorillas; order rodenta, such as porcupines;
3 order ungulata, such as hippopotamuses, giraffes, llamas, antelope, deer, bison and
4 camels but excluding cattle, swine, sheep, and goats; and order euungulata such as
5 rhinoceroses, tapirs, and zebras but excluding horses, ponies, donkeys, burros and
6 mules;

7 D. Class chondrichthyes, subclass elasmobranchii such as sharks, stingrays and
8 skates; and

9 E. Hybrids, which includes the offspring of two (2) animals of different races, breeds,
10 species, varieties or genera involving any one or more of the animals mentioned in
11 Subsections A—D above.

12 **Section 2. Section 5-5.4 of SFCC 1987 (being Ord. No. 2020-6, § 2, 3-11-20) is**
13 **amended to read:**

14 **5-5.4 Restraint of animals.**

15 A. Voice command is not an acceptable form of restraint.

16 B. Except for city permitted events that allow for animals to be present, animals which
17 are not service animals shall not be allowed upon playgrounds or upon the grounds of swimming
18 pools, or within a building, any of which are owned, operated or maintained by the city, nor shall
19 they be allowed upon the premises of public schools, preschool through high school unless
20 permission is obtained from the school official. All animals which are not service animals shall be
21 prohibited in Cathedral Park.

22 C. Animals shall not be allowed upon a public street, alley, easement, city property
23 or other place open to the public or upon any property other than that of the owner of the animal
24 unless properly restrained. Dogs shall be on a secure leash no longer than six (6) feet in length and
25 under the immediate effective physical control of the person having custody thereof. Longer,

1 retractable leashes may be used, provided the person with the dog is capable of controlling the dog.
2 All other animals must be secured in a fashion acceptable for the species of animal. The person
3 having custody shall be a person of such age and maturity to be reasonably responsible therefor
4 and shall be capable of controlling and restraining the animal. A person inside an enclosed structure
5 shall not be considered to be in the physical control of a dog not in the enclosed structure. The
6 provisions of this paragraph do not apply when an animal is participating in a bona fide animal
7 show or training program which has been authorized by the animal services division or is in a city
8 park designated by the governing body as an off-leash exercise ground for dogs. The provisions
9 also do not apply to police canine units unleashed while on public property while acting in a law
10 enforcement activity.

11 D. Animals located upon the property of the owner of the animal shall be restrained
12 in such a manner as to secure the animal, using devices such as a kennel, invisible fencing, or
13 inescapable walled or fenced area. Voice command is not an acceptable form of restraint. The
14 animal shall be restrained in such a way as to prevent the animal from reaching outside the
15 perimeter of the property.

16 E. Animals shall not be carried in or upon any vehicle in a cruel, inhumane or unsafe
17 manner. An animal carried in the bed of a truck shall be crated or restrained upon a non-metal mat
18 so it cannot fall or jump from the truck or be strangled.

19 F. It is unlawful to confine a domestic animal by the use of a tether, chain, trolley, or
20 similar restraint. Fixed point tethering of any domestic animal to stationary objects is permitted in
21 limited circumstances such as picnics or gatherings in a park or open space, for emergency purposes
22 to permit an individual to render aid to a human or other animal, and only when the owner is
23 immediately present.

24 G. It is unlawful for any individual to restrain or have an animal on any median,
25 regardless of the owner's presence, for longer than needed to cross the street.

1 **Section 3. Section 5-8.4 of SFCC 1987 (being Ord. No. 2004-20, § 1) is amended**
2 **to read:**

3 **5-8.4 – Abandonment.**

4 It is unlawful for any person having charge, custody, or ownership to abandon any animal.
5 Persons who are not acting on behalf of the city as an animal services officer may turn over any
6 [All] animals [which] that are [to be] abandoned [may be turned over] to the animal services center
7 or the animal shelter for adoption.

8 **Section 4. [NEW MATERIAL] A new Section 5-8.14 is hereby ordained to read:**

9 **5-8.14 – Unattended animals.**

10 It is unlawful for any person having charge, custody, or ownership to leave an animal
11 unattended.

12 **Section 5. Section 5-12 of SFCC 1987 (being Ord. No. 2020-6, § 9) and**
13 **the related Table 15-12.1 is amended to read:**

14 **5-12 – LICENSES AND PERMIT FEES; FINES AND PENALTIES; OTHER**
15 **CHARGES; AND ADMINISTRATIVE HEARINGS.**

16 A. Any violation of this chapter shall be punished as provided in Table 5-12.1 below
17 or as provided in Section 1-3 of this Code. If any person is cited for or convicted
18 of cruelty or mistreatment of an animal, the animal shall be removed from the
19 owner’s custody and placed with the administrator. The administrator shall
20 develop and alternative payment program for those residents who receive first-
21 time civil citations and who have affirmed their inability to pay the associated
22 fines. as

Table 5-12.1
[Editor’s note: prior rows omitted for brevity]

Restraint of animals (Section 5-5.4)	Unaltered animal	Altered Animal
1 st civil citation in 36 month period	\$50	\$25
2 nd civil citation in 36 month period	\$100	\$50
3 rd civil citation in 36 month period	\$250	\$125
4 th civil citation in 12 month period	\$500	\$250
<u>Restraint of an animal on any median (first and subsequent offenses) (Section 5- 5.4(G))</u>	\$200 50	\$200 50
[Editor's note: rows omitted for brevity]		
Neglect (Sections 5-5.7, 5-5.8, and 5-8.3)		
1 st [C]riminal conviction in 48-month period	\$150	
2 nd criminal conviction in 48 month period	\$250	
3 rd criminal conviction in 48 month period	\$500 and/or up to ninety (90) days in jail and surrender of animal	
Abandonment (Section 5-8.4)	[\$200] <u>\$500</u>	
Poisoning (Section 5-8.5)	\$500 and/or up to ninety (90) days in jail and surrender of animal	
Animal fights (Section 5-8.10)	\$500 and/or up to ninety (90) days in jail and surrender of animal	
<u>Unattended Animals (Section 5-8.14)</u>		
<u>1st offense</u>	<u>\$200</u>	
<u>Subsequent offenses</u>	<u>\$500</u>	

Notes:

¹ In addition to the fees and fines due to the city, the pet owner shall also be responsible for any and all boarding fees accrued at a shelter and the state spay/neuter deposit, if applicable.


² Any combination of kennel, grooming parlor, pet shop, or shelter operating as a single business at one location is only required to obtain a single permit. Multiple locations require a permit for each location.

³ Any person who breeds animals shall obtain a breeder permit for each animal, an unaltered license for each animal, and a litter permit for each animal from each litter.

⁴ Each day violation occurs after the initial citation shall be considered a separate citation or crime. Failure to pay or contest a citation as specified below within fifteen (15) days of the date of the citation shall result in a late fee equal to the original citation.


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Respectfully submitted,




Carol Romero-Wirth, Councilor

Respectfully submitted,


[Jamie Cassutt \(Nov 5, 2025 14:45:46 MST\)](#)
Jamie Cassutt, Councilor

Amendment approved as to Form:



[Erin McSherry \(Nov 3, 2025 16:16:18 MST\)](#)
Erin K. McSherry, City Attorney

1 ADOPTED: _____

2 NOT ADOPTED: _____

3 DATE: _____

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5 _____

6 ANDRÉA SALAZAR, City Clerk

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25 *Legislation/Amendment/2025/Bill/ Banning Animals on Medians*