



# **Economic Development Advisory Committee**

**July 10, 2019**



# Agenda

## Economic Development Advisory Committee

Market Station at the Railyard  
500 Market Station, Suite 200

Wednesday, July 10, 2019  
11:00 AM – 1:00 PM

- I. PROCEDURES
  - A. Roll Call
  - B. Approval of Minutes
    - 1. June 26, 2019
  - C. Approval of Agenda
  - D. Approval of Consent Agenda
- II. CONSENT AGENDA (None)
- III. ACTION ITEMS
  - A. Request for review and approval of an ordinance amending Section 11-14.5 SFCC 1987 to allocate the proceeds from the sale or lease of the Santa Fe Estates to the general fund. (Councilor Harris) ( Mary McCoy, Finance Department Director, [mtmccoy@santafenm.gov](mailto:mtmccoy@santafenm.gov), 505-955-6171)
  - B. Request for review and approval of Professional Services Agreement in the total amount of \$65,000 for Midtown Property Civic Engagement; RFP # 19/45/P; U3 Advisors. (Liz Camacho, Economic Development and Communications Administrator, [excamacho@santafenm.gov](mailto:excamacho@santafenm.gov), 505-955-6042)
  - C. Request for review and approval of Professional Services Agreement in the total amount of \$325,960 for Midtown Property Economic Analysis; RFP # 19/37/P; Strategic Economics. (Liz Camacho, Economic Development and Communications Administrator, [excamacho@santafenm.gov](mailto:excamacho@santafenm.gov), 505-955-6042)

- D. Request for review and approval of Professional Services Agreement in the total amount of \$50,000 for Business Accelerator Program; RFP # 19/48/P; Global Center for Cultural Entrepreneurship (GCCE dba Creative Start-ups). (Rich Brown, Development Specialist Associate, [rbrown@santafenm.gov](mailto:rbrown@santafenm.gov), 505-955-6625)
- E. Request for review and approval of Professional Services Agreement in the total amount of \$25,000 for Business Social Networking Program; RFP # 19/48/P; MIX Santa Fe, Inc. (Rich Brown, Development Specialist Associate, [rbrown@santafenm.gov](mailto:rbrown@santafenm.gov), 505-955-6625)
- F. Request for review and approval of Professional Services Agreement in the total amount of \$25,200 for Business Education Services; RFP # 19/42/P; SCORE. (Fabian Trujillo, Office for Business Growth Manager, [fttrujillo@santafenm.gov](mailto:fttrujillo@santafenm.gov), 505-955-6912)

IV. ITEMS FROM THE COMMITTEE

V. ITEMS FROM STAFF

VI. ITEMS FROM THE CHAIR

VII. ITEMS FROM THE PUBLIC

VIII. ITEMS NEXT MEETING DATE – July 31, 2019

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

<p><b>RECEIVED AT THE CITY CLERK'S OFFICE</b> <b>DATE: <u>July 3, 2019</u></b> <b>TIME: <u>9:38 AM</u></b></p>
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# Minutes



# Agenda

## Economic Development Advisory Committee

Market Station at the Railyard  
500 Market Station, Suite 200

Wednesday, June 26, 2019  
9:00 AM – 11:00 AM

- I. PROCEDURES
  - A. Roll Call
  - B. Approval of Minutes
    - 1. April 23, 2019
  - C. Approval of Agenda
  - D. Approval of Consent Agenda
- II. CONSENT AGENDA (None)
- III. ACTION ITEMS
  - A. Request for review and approval of a resolution declaring the intent of the City of Santa Fe to issue Industrial Revenue Bonds in a principal amount up to \$80,000,000 to finance acquisition, construction and equipping of a new adult residential retirement facility to be located at 401 Old Taos Highway in Santa Fe, New Mexico, for the purpose of inducing El Castillo Retirement Residences or its successors or assigns to undertake the acquisition, construction and equipping of such project, and authorizing the giving and publication of notices in connection with such bonds. (Councilor Signe Lindell) (Fabian Trujillo, Office for Business Growth Manager, [ftujillo@santafenm.gov](mailto:ftujillo@santafenm.gov), 955-6912)
  - B. Request for review and approval of an ordinance of the City of Santa Fe, New Mexico authorizing and providing for the issuance and sale of its Industrial Revenue Bonds for the benefit of El Castillo Retirement Residences in an aggregate principal amount not to exceed \$80,000,000 for the purpose of financing acquisition, construction and equipping a new adult residential retirement facility to be located at 401 Old Taos Highway in Santa Fe, New

Mexico and authorizing the execution and delivery of a lease and purchase agreement between the city and El Castillo Retirement Residences, an indenture of trust securing said bonds, a mortgage, a bond purchase agreement, closing documents, and such bonds in connection therewith; providing for the terms of the series 2019 bonds and making determinations as to the sufficiency of the lease payments and other matters related to the project; authorizing the sale of said bonds and any ancillary agreements in connection therewith; and authorizing other matters pertaining to the issuance of said bonds. (Councilor Signe Lindell) (Fabian Trujillo, Office for Business Growth Manager, [fttrujillo@santafenm.gov](mailto:fttrujillo@santafenm.gov), 955-6912)

- C. Request for review and approval of four (4) contract amendments of the FY-2019-2020 economic development portfolio as awarded through RFP to provide workforce development, business development, and other support for economic development in Santa Fe for a total funding amount of \$392,500 as identified – Fabian Trujillo, Office for Business Growth Manager, [fttrujillo@santafenm.gov](mailto:fttrujillo@santafenm.gov), 955-6912:

1. Professional Services Agreement, Amendment No. 4 (\$175,000) – Santa Fe Business Incubator RFP 16/38/P;
2. Professional Services Agreement, Amendment No. 4 (\$170,000) – Youthworks RFP 16/37/P;
3. Professional Services Agreement, Amendment No. 2 (\$20,000) – Regional Development Corporation (RDC) RFP 16/38/P;
4. Professional Services Agreement, Amendment No. 3 (\$27,500) – Make Santa Fe RFP 16/37/P

IV. ITEMS FROM THE COMMITTEE

V. ITEMS FROM STAFF

VI. ITEMS FROM THE CHAIR

VII. ITEMS FROM THE PUBLIC

VIII. ITEMS NEXT MEETING DATE – July 10, 2019

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

<b>RECEIVED AT THE CITY CLERK'S OFFICE</b> <b>DATE: <u>June 19, 2019</u></b> <b>TIME: <u>10:30 AM</u></b>
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**ECONOMIC DEVELOPMENT ADVISORY COMMITTEE  
MARKET STATION AT THE RAILYARD  
500 MARKET STATION, SUITE 200  
WEDNESDAY, JUNE 26, 2019, 9:00 AM**

<b><u>ITEM</u></b>	<b><u>ACTION</u></b>	<b><u>PAGE</u></b>
CALL TO ORDER		1
ROLL CALL	QUORUM	1-2
APPROVAL OF MINUTES	APPROVED	2
APPROVAL OF AGENDA	APPROVED	2
APPROVAL OF CONSENT AGENDA	NONE	2
CONSENT AGENDA	NONE	2

**ACTION ITEMS**

REQUEST FOR REVIEW AND APPROVAL OF A RESOLUTION DECLARING THE INTENT OF THE CITY OF SANTA FE TO ISSUE INDUSTRIAL REVENUE BONDS IN A PRINCIPAL AMOUNT UP TO \$80,000,000 TO FINANCE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A NEW ADULT RESIDENTIAL RETIREMENT FACILITY TO BE LOCATED A 401 OLD TAOS HIGHWAY IN SANTA FE, NEW MEXICO. FOR THE PURPOSE OF INDUCING EL CASTILLO RETIREMENT RESIDENCES OR ITS SUCCESSORS OR ASSIGNS TO UNDERTAKE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF SUCH PROJECT, AND AUTHORIZING THE GIVING AND PUBLICATION OF NOTICES IN CONNECTION WITH SUCH BONDS.	APPROVED	2-6
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**REQUEST FOR REVIEW AND APPROVAL    APPROVED**  
**OF AN ORDINANCE OF HE CITY OF**  
**SANTA FE, NEW MEXICO AUTHORIZING**  
**AND PROVIDING FOR THE ISSUANCE AND**  
**SALE OF ITS INDUSTRIAL REVENUE**  
**BONDS FOR THE BENEFIT OF EL CASTILLO**  
**RETIREMENT RESIDENCES IN AN**  
**AGGREGATE PRINCIPAL AMOUNT NOT TO**  
**EXCEED \$80,000,000 FOR THE PURPOSE OF**  
**FINANCING ACQUISITION, CONSTRUCTION**  
**AND EQUIPPING A NEW ADULT RESIDENTIAL**  
**RETIREMENT FACILITY TO BE LOCATED AT**  
**401 OLD TAOS HIGHWAY IN SANTA FE, NEW**  
**MEXICO AND AUTHORIZING THE EXECUTION**  
**AND DELIVERY OF A LEASE AND PURCHASE**  
**AGREEMENT BETWEEN THE CITY AND**  
**EL CASTILLO RETIREMENT RESIDENCES, AN**  
**INDENTURE OF TRUST SECURING SAID**  
**BONDS, A MORTGAGE, A BOND PURCHASE**  
**AGREEMENT, CLOSING DOCUMENTS, AND**  
**SUCH BONDS IN CONNECTION THEREWITH;**  
**PROVIDING FOR THE TERMS OF THE SERIES**  
**2019 BONDS AND MAKING DETERMINATIONS**  
**AS TO THE SUFFICIENCY OF THE LEASE**  
**PAYMENTS AND OTHER MATTERS RELATED**  
**TO THE PROJECT; AUTHORIZING THE SALE**  
**OF SAID BONDS AND ANY ANCILLARY**  
**AGREEMENTS IN CONNECTION THEREWITH;**  
**AND AUTHORIZING OTHER MATTERS**  
**PERTAINING TO THE ISSUANCE OF SAID**  
**BONDS.**

**6-7**

**REQUEST FOR REVIEW AND APPROVAL    APPROVED**  
**OF FOUR (4) CONTRACT AMENDMENTS OF**  
**THE FY 2019-2020 ECONOMIC DEVELOPMENT**  
**PORTFOLIO AS AWARDED THROUGH RFP TO**  
**PROVIDE WORKFORCE DEVELOPMENT,**  
**BUSINESS DEVELOPMENT, AND OTHER**  
**SUPPORT FOR ECONOMIC DEVELOPMENT IN**  
**SANTA FE FOR A TOTAL FUNDING AMOUNT**  
**OF \$392,500 AS IDENTIFIED.**

**7-9**



<b>ITEMS FROM THE COMMITTEE</b>	<b>INFORMATION/DISCUSSION</b>	<b>9</b>
<b>ITEMS FROM STAFF</b>	<b>INFORMATION/DISCUSSION</b>	<b>0</b>
<b>ITEMS FROM THE CHAIR</b>	<b>INFORMATION/DISCUSSION</b>	<b>9-10</b>
<b>ITEMS FROM THE PUBLIC</b>	<b>NONE</b>	<b>10</b>
<b>NEXT MEETING DATE</b>	<b>JULY 10,2019</b>	<b>10</b>
<b>ADJOURN</b>	<b>ADJOURN</b>	<b>10</b>

**ECONOMIC DEVELOPMENT ADVISORY COMMITTEE  
MARKET STATION AT THE RAILYARD  
500 MARKET STATION, SUITE 200  
WEDNESDAY, JUNE 26, 2019, 9:00 AM**

**I. PROCEDURES**

**A. CALL TO ORDER**

The meeting of the Economic Development Advisory Committee was called to order by Holly Bradshaw-Eakes, Vice Chair, at 9:00 am on Wednesday, June 26, 2019 at Market Station at the Railyard, 500 Market Station, Suite 200, Santa Fe, New Mexico.

**MEMBERS PRESENT**

Holly Bradshaw-Eakes, Vice Chair  
Kate Kennedy  
Robert Lurcott  
Kim Abeyta-Martinez  
Ryan Cordova  
Dr. Camilla Bustamante  
John Fiens

**MEMBERS ABSENT**

Councilor Roman Abeyta, Chair, Excused  
Sean O'Shea, Excused  
Helen Brooks, Excused

**OTHERS PRESENT**

Rich Brown, Economic Development Department, City of Santa Fe  
Fabian Trujillo, Economic Development, City of Santa Fe  
Liz Camacho, Economic Development, City of Santa Fe  
Andrea Salazar, Assistant City Attorney  
Al Joiner, CEO, El Castillo  
David Buchholtz, Bond Attorney for El Castillo  
Luis Corozo, Attorney representing El Castillo  
Coleen Gavin, Jenkins and Gavin, representing El Castillo  
Carol Clifford, General Council for El Castillo  
Alexandra Ladd, Acting Director of Economic Development and Director of the  
Affordable Housing Department, City of Santa Fe  
Marie Longserre, CEO, Santa Fe Business Incubator

Elizabeth Martin, Stenographer

Chair Bradshaw-Eakes introduced the two new members of the Committee, Kim Abeyta-Martinez and Ryan Cordova. They said a bit about themselves.

The rest of the Committee members introduced themselves.

**B. APPROVAL OF MINUTES  
APRIL 23, 2019**

**MOTION** A motion was made by Mr. Fiens, seconded by Dr. Bustamante, to approve the minutes as presented.

**VOTE** The motion passed unanimously by voice vote.

**C. APPROVAL OF AGENDA**

Chair Bradshaw-Eakes asked is there a reason that item A and B are separated when they are related.

Mr. Trujillo said one is an Ordinance and one is a Resolution. They have to be voted on separately.

**MOTION** A motion was made by Ms. Kennedy, seconded by Dr. Bustamante, to approve the agenda as presented.

**VOTE** The motion passed unanimously by voice vote.

Mr. Fiens asked we had an agenda item on our agenda that is before Council tonight, is it no longer before this Committee.

Mr. Trujillo said no it is not.

**D. APPROVAL OF CONSENT AGENDA**

None.

**II. CONSENT AGENDA**

None.

**III. ACTION ITEMS**

**A. REQUEST FOR REVIEW AND APPROVAL OF A RESOLUTION DECLARING THE INTENT OF THE CITY OF SANTA FE TO ISSUE INDUSTRIAL REVENUE BONDS IN A PRINCIPAL AMOUNT UP TO \$80,000,000 TO FINANCE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A NEW ADULT RESIDENTIAL RETIREMENT FACILITY TO BE LOCATED A 401 OLD TAOS HIGHWAY IN SANTA FE, NEW MEXICO. FOR THE PURPOSE OF INDUCING EL CASTILLO RETIREMENT RESIDENCES OR ITS SUCCESSORS OR ASSIGNS TO UNDERTAKE THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF SUCH PROJECT, AND AUTHORIZING THE GIVING AND PUBLICATION OF NOTICES IN CONNECTION WITH SUCH BONDS.**

Mr. Trujillo gave an overview of the project and industrial revenue bonds from the packet information.

Mr. Joiner said he has been the CEO of El Castillo since 1991. The last IRB the City did was in 2012 and it was for us. We refinanced a project that we did in 1998 and added to our healthcare center and added memory care. We have been a nonprofit since 1971. El Castillo is a life care community. A more modern term is life planned community. That is where people pay an entrance fee and a monthly fee. We do not sell real estate. We sell a life care agreement. The price is based on the type of unit and the size of what you want. The residents then have the opportunity to move through our continuum of care. In our current facility we have 116 apartment homes, 26 assisted living units and 23 nursing beds. It is a single contained unit for individuals who live there. Then they can move through those various levels of care with very little change in their monthly fee. For this bond issue we are looking at adding 68 units on the corner of Paseo Del Norte and Old Taos Highway. Our Board of Directors is all local people and volunteers. The Board feels we should stay in the downtown area. Seniors are able to use the downtown area. The number of units is derived from what the zoning allows for that property. The reason is to control our costs. Expenses are going up and the biggest driver in our case is salaries for everyone especially medial people. With this project we are providing housing only, no medical care. We chose not to have any kind of medical facility on this property. It will be housing and support services for independent living such as dining. The individuals living there would use our current facility for any kind of medical care.

Mr. Trujillo said today we are asking you to approve an \$80 million Industrial Revenue Bond for the El Castillo expansion.

Mr. Trujillo reviewed the packet information.

Dr. Bustamante asked what would be the impact if this if it was not approved.

Mr. Trujillo said one thing is the economic impact of over 600 construction jobs

that would have been created over the construction period.

Mr. Buchholz said it might be difficult for El Castillo to do the financing. Currently they have the land under contract, but it is contingent on financing. The Community College will start getting their share of property tax, GRT will be generated by construction activities and missing this fills a missing component for senior housing. They are a local business.

Mr. Trujillo said there are not many \$80 million projects in Santa Fe. They generate a lot of economic activity by their presence. For us to lose an \$80 million project would not be good for the City.

Ms. Kennedy asked what is the estimated cost for entry and monthly fees for this project.

Mr. Joiner said entry for this project is from \$380,000 to \$540,000 with monthly fees of \$3,500 to \$5,000 per month. It is newer and bigger and is slightly higher than our current facility. This project is very large, but still financially feasible. The pricing is based on the average home values of perspective clientele.

Mr. Buchholz said El Castillo is in detailed discussions with national bond underwriter Ziegler and Company. There are conditions on that financing such as pre sales must be made in some percentage and an economic impact analysis must be done. His price is in some ways tied to the plan of financing.

Mr. Joiner said we are required to pre-sell 70% of the units prior to any kind of financing to ensure feasibility. We are using a national feasibility consultant, Clifton, Larson and Allen.

Chair Bradshaw-Eakes said this type of economic development financing is not used very often. It is a good one in this case. Would approval of this project preclude future projects. This demographic is one part of the City. We have other projects addressing needs of different demographics, specifically low income. How many of these types of projects can be done

Mr. Trujillo said there is no limit to them and this will not cause future projects to not be done. If you provided IRBs to every commercial entity the City would not have property tax revenue. We don't do this very often. This is the 3<sup>rd</sup> one since he has been here. You will be seeing another one coming through in the next 30 days so it does not preclude other projects.

Mr. Buchholz said there are no legal capacity limitations to issuing ERB bonds. The City and State can issue for 501c3 entities without limitation. Another similar project to this might be some kind of multi-family projects that are not nonprofit that would seek tax abatement. There is a State limit on the number of multi-family bonds that can be

issued. The State had sufficient capacity to meet for-profit low income projects. The City has no limitations other than the need to negotiate with each transaction and the economics of that project.

Mr. Lurcott said your operation is first rate and you are a good corporate citizen of the City. Spin offs of economic development benefits are likely. Part of our economic development strategy is providing housing in the City for middle to moderate income people. It is expensive at this facility. Do you have any provision for sliding scale of income. Is there any opportunity for people of limited income.

Mr. Joiner said if you own a house that you paid off in Santa Fe you can afford El Castillo. We have smaller units in the \$180,000 to \$200,000 level. The new ones are driven by economics. We do not have a provision for sliding scale other than the type of units we have. We also have a fund that if individuals run out of money we have a provision to subsidize those within our organization. He has done that 2 or 3 times over last 15 years.

Mr. Fiens said he is struggling to get a birds eye vision of the issue at large. We already have significantly low property taxes. We just found out short term rental taxes are not coming in and we have a housing crisis. With so much demand where is the supply. This is a premier piece of property. How is it that there is not private competition that does not need tax breaks or financing for a facility like this that none of us could afford.

Mr. Trujillo said that is an interesting question to answer. There are actually 2,000 to 3,000 rental units in the pipeline for the City now. This particular property is owned by a church and they can decide, in the free market, to sell it to whomever they want to. We, as a government, cannot get involved in that. The only this we have control of is the zoning.

Mr. Fiens asked is it part of the historic district.

Ms. Gavin passed out a handout showing the design drawings for the new facility.

This handout is herewith attached to these minutes as *Exhibit "1"*.

Ms. Gavin explained the layout of the facility and the step backs that were incorporated in order to have one story, two stories and three stories in the facility.

Ms. Gavin described the process they have gone through to present this project and gain approval by the City of Santa Fe Planning Commission and Historic District Review Board. Both have given approval for the project.

Mr. Joiner said we begin our pre-sale on July 8<sup>th</sup>. We will start with the 215 people on our waiting list for this property. We only market in Santa Fe and Los

Alamos. Our residents are Santa Feans or people who visited Santa Fe several times and loved it as a retirement site.

Chair Bradshaw-Eakes asked what is the completion date.

Mr. Joiner said we are anticipating mid 2021.

Dr. Bustamante asked so you feel the information is adequate and covers everything for both action items.

Mr. Trujillo said yes.

**MOTION** A motion was made by Dr. Bustamante, seconded by Mr. Lurcott, to approve the Resolution.

**VOTE** The motion passed unanimously by voice vote

- B. REQUEST FOR REVIEW AND APPROVAL OF AN ORDINANCE OF THE CITY OF SANTA FE, NEW MEXICO AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SALE OF ITS INDUSTRIAL REVENUE BONDS FOR THE BENEFIT OF EL CASTILLO RETIREMENT RESIDENCES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$80,000,000 FOR THE PURPOSE OF FINANCING ACQUISITION, CONSTRUCTION AND EQUIPPING A NEW ADULT RESIDENTIAL RETIREMENT FACILITY TO BE LOCATED AT 401 OLD TAOS HIGHWAY IN SANTA FE, NEW MEXICO AND AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE AND PURCHASE AGREEMENT BETWEEN THE CITY AND EL CASTILLO RETIREMENT RESIDENCES, AN INDENTURE OF TRUST SECURING SAID BONDS, A MORTGAGE, A BOND PURCHASE AGREEMENT, CLOSING DOCUMENTS, AND SUCH BONDS IN CONNECTION THEREWITH; PROVIDING FOR THE TERMS OF THE SERIES 2019 BONDS AND MAKING DETERMINATIONS AS TO THE SUFFICIENCY OF THE LEASE PAYMENTS AND OTHER MATTERS RELATED TO THE PROJECT; AUTHORIZING THE SALE OF SAID BONDS AND ANY ANCILLARY AGREEMENTS IN CONNECTION THEREWITH; AND AUTHORIZING OTHER MATTERS PERTAINING TO THE ISSUANCE OF SAID BONDS.**

**MOTION** A motion was made by Ms. Kennedy, seconded by Dr. Bustamante, to approve the Ordinance.

**VOTE**        The motion passed unanimously by voice vote.

Dr. Busiamante said thank you for providing housing in Santa Fe.

**C.     REQUEST FOR REVIEW AND APPROVAL OF FOUR (4) CONTRACT AMENDMENTS OF THE FY 2019-2020 ECONOMIC DEVELOPMENT PORTFOLIO AS AWARDED THROUGH RFP TO PROVIDE WORKFORCE DEVELOPMENT, BUSINESS DEVELOPMENT, AND OTHER SUPPORT FOR ECONOMIC DEVELOPMENT IN SANTA FE FOR A TOTAL FUNDING AMOUNT OF \$392,500 AS IDENTIFIED.**

- 1.     PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 4 (\$175,000) - SANTA FE BUSINESS INCUBATOR RFP 16/38/P;**
- 2.     PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 4 (\$170,000) - YOUTHWORKS RFP 16/37/P;**
- 3.     PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 2 (\$20,000) - REGIONAL DEVELOPMENT CORPORATION (RDC) RFP 16/38/P;**
- 4.     PROFESSIONAL SERVICES AGREEMENT, AMENDMENT NO. 3 (\$27,500) - MAKE SANTA FE RFP 16/37/P.**

Mr. Trujillo said we are asking you today to approve these contracts for economic development for FY 19/20. This is the final year of their 2016 RFPs. The contract managers are here, Rich Brown for the Incubator, RDC and MAKE Santa Fe and Liz Camancho for YouthWorks.

Ms. Abeyta-Martinez asked how did you come up with the amounts to award to each entity.

Mr. Brown said it is based on the budgets we had for the total amount of the four year contracts. The Business Incubator is one that we based on the approved budget for the coming fiscal year. RDC is the same as it has been in the previous years, for Make we changed one of their programs that they were unable to launch and added \$7,500 for a workforce development program with the School for the Deaf with MAKE.

Chair Bradshaw-Eakes asked something that has come up in the past is what percentage of your overall budget does this represent.

Mr. Brown said it is significant.

Mr. Trujillo said 40% to 50% of our budget.



Ms. Camancho said there were some budget constraints in 2018. We withdrew some funding from YouthWorks. They created a summer program and we put the funds back in.

Mr. Lurcott asked what is the percentage of the organization budgets that this funding represents.

Ms. Longserre said for the Incubator is it less than 25%.

Mr. Brown said the RDC is funded by LANL. We have a funding partner for the venture accelerator fund. They contribute a larger amount. This is what we have done for several years.

Ms. Camancho said YouthWorks is a community organization who derives more of their funding from the City's Community Services Department.

Mr. Fiens said these are tiny numbers even though they are massive in the budget. There is money left by the wayside for short term taxes. That is a crisis to him. The Homewise report needs to be fast tracked and a determination needs to be made for a fair amount of money to go into Economic Development. These organizations are great. He asked in a previous meeting that we be alerted to the performance metrics of these organizations. I think we left it that we would be alerted if they shifted either way.

Mr. Brown said MAKE Santa Fe was one where we had a Women's Advanced Tools and Tech program and they could not find enough women to participate in the program. We figured out a new program with the with School for the Deaf and they are just starting that next month.

Mr. Brown said he has been working with Marie and her team. She sent a fantastic quarterly report to us. They are doing fantastic with their metrics.

Ms. Camancho said we need to start creating dashboards and did leave some money in the budget for web development for that and other things.

Mr. Fiens said a year ago we went through a struggle of budget cuts. He had offered to meet with one of the groups on fundraising. They did not take him up on that. If you feel there is a need he is happy to help them as a volunteer. Anything that comes up that is good for Santa Fe.

Mr. Brown said with MAKE Santa Fe we applied for an ETSI grant to be a Maker City. There are currently 13 in the country and we would like to be the 14<sup>th</sup>. It will financially support them some and give them that designation for their products. The Mayor is backing us.

Ms. Longserre said Rich mentioned a brewery that was a start up client of ours.

They also used a lot of the programs. The successful people use every opportunity that comes their way. The programs work really well together. We are seeing working together in practice and it is helping clients. We will be calling you John. She is excited to hear about the MAKE thing. We have a Fab Lab and they are going to do a national digital conference in Santa Fe. It will tie in beautifully with that effort.

Chair Bradshaw-Eakes said what we see is once they get into the network they use everything. It is getting them into it.

**MOTION** A motion was made by Mr. Lurcott, seconded by Mr. Fiens, to approve the request.

**VOTE** The motion passed unanimously by voice vote.

#### **IV. ITEMS FROM THE COMMITTEE**

Dr. Bustamante announced that today at 2:00 pm is the groundbreaking for the Community College's new Automotive Technology Center. It is a certified center and a great service to the Community.

#### **V. ITEMS FROM STAFF**

Mr. Trujillo said this is going to be a very busy summer. There are 2 IRB projects and 2 LEDA projects coming up. He is asked to have special meeting in July on the other IRB project.

Dr. Bustamante said she will be out of country from July 18<sup>th</sup> to August 2nd.

Mr. Trujillo will send out a couple of possible dates and see which one works best. This will be in addition to the regular meeting.

Mr. Brown said we are about to launch two new social engagement programs. Our trailing spouses program and an intern summer program connection. There will be programs and activities and resources and information.

#### **VI. ITEMS FROM THE CHAIR**

Chair Bradshaw-Eakes said she would like to request that we not have printed packets any longer unless a Committee member specifically asks for one. We are wasting a lot of paper and should be able to access the information electronically.

There was a discussion about this proposal.

It was decided that at the next meeting each Committee member would not be

given a printed packet of information. If a Committee members wants a printed copy they will be given one by Mr. Trujillo. Mr. Trujillo will print a couple fo packets for the public.

Ms. Ladd introduced herself. She stated that she is the Affordable Housing Director and is now in charge of Economic Development activities until a new Department Director is hired. She thanked all of the staff for doing such a great job.

**VII. ITEMS FROM THE PUBLIC**

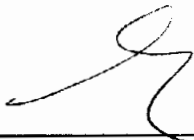
**VIII. NEXT MEETING DATE  
JULY 10,2019**

**IX. ADJOURN**

There being no further business before the Committee the meeting adjourned at 10:44pm.

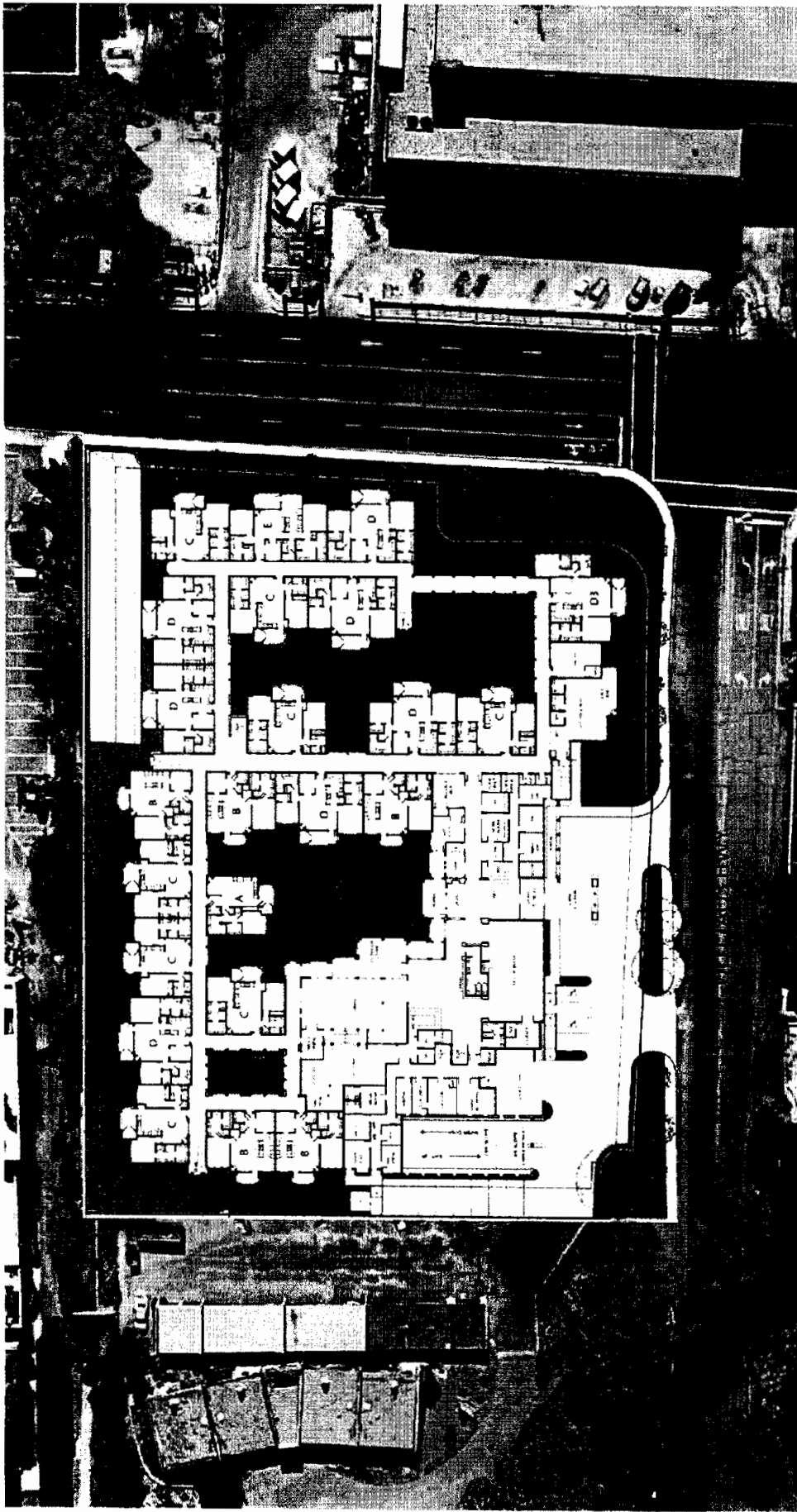
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Holly Bradshaw-Eakes, Chair



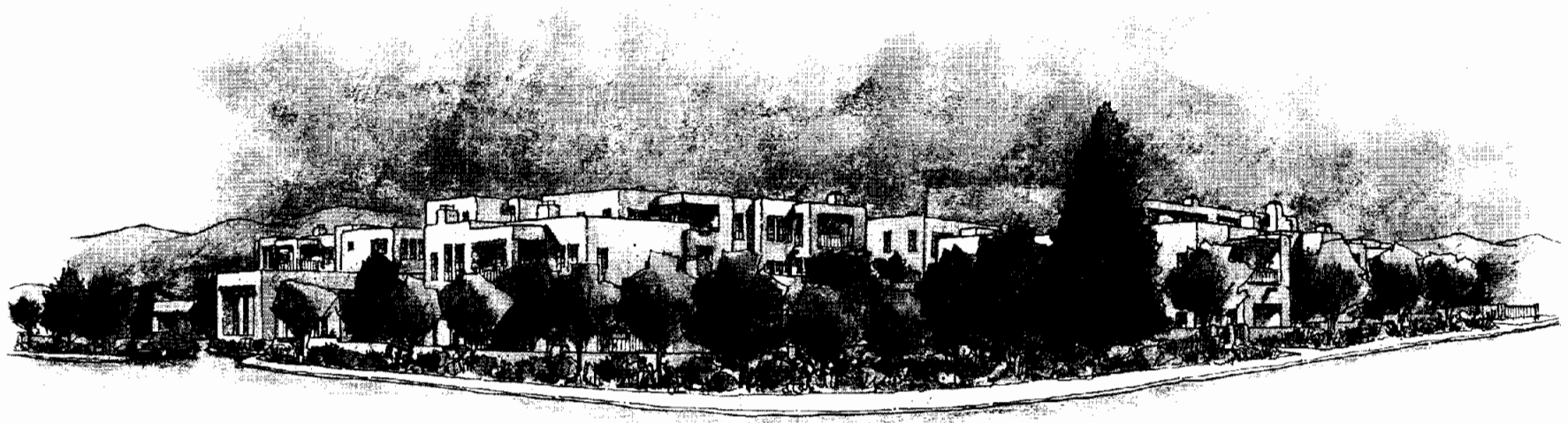
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Elizabeth Martin, stenographer



Site Plan Overlay

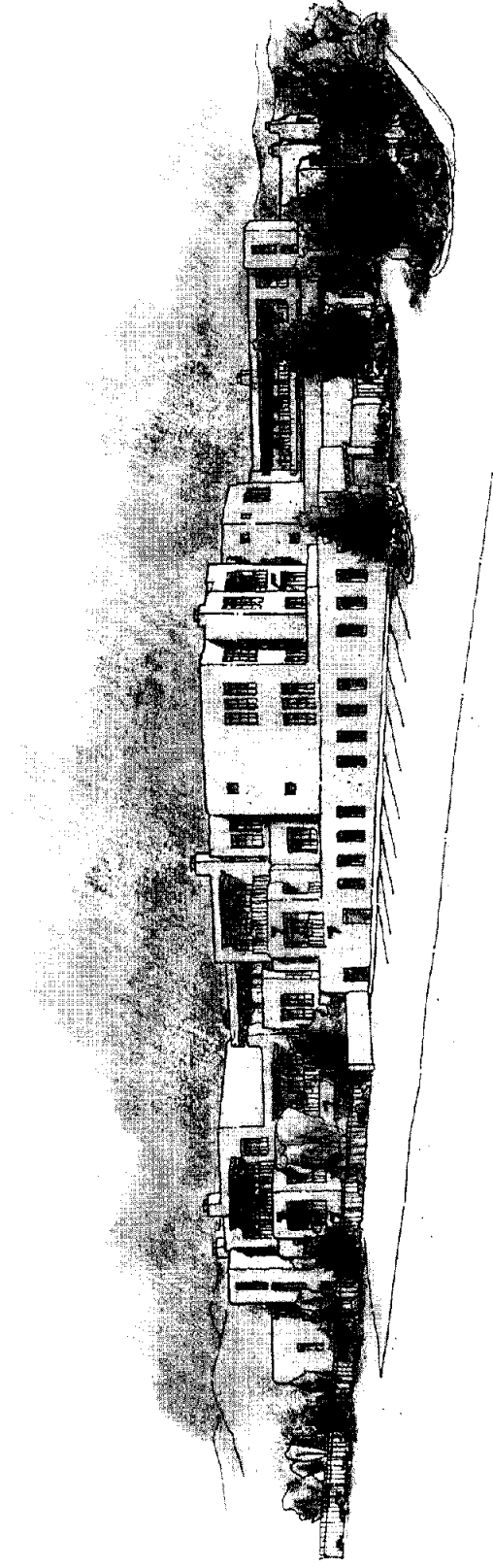
Exhibit "1"



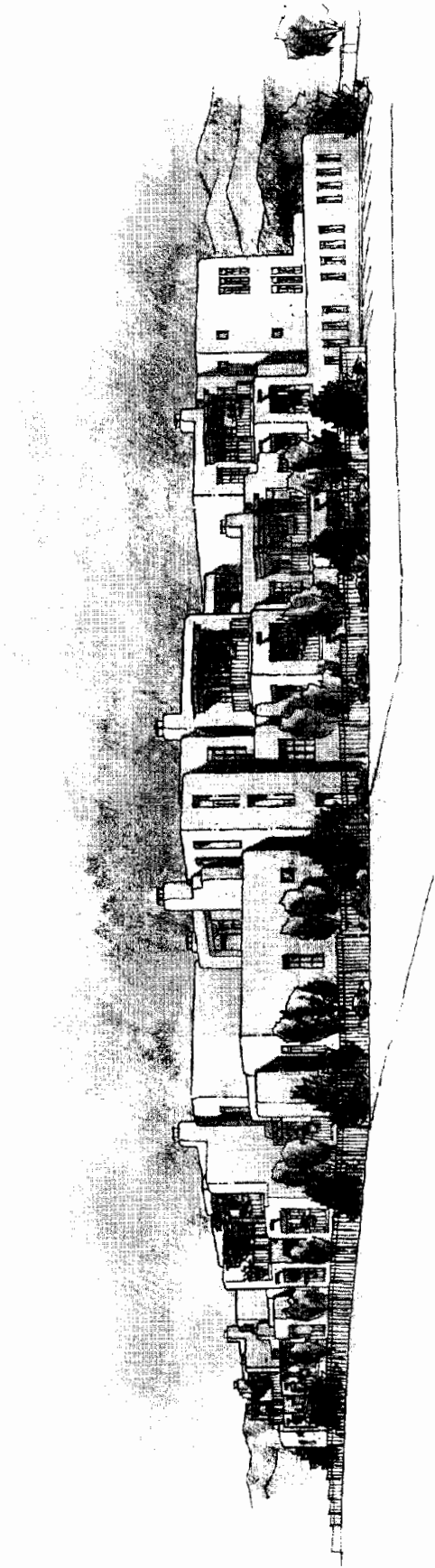
## View from Southwest Corner

Case #2018-98

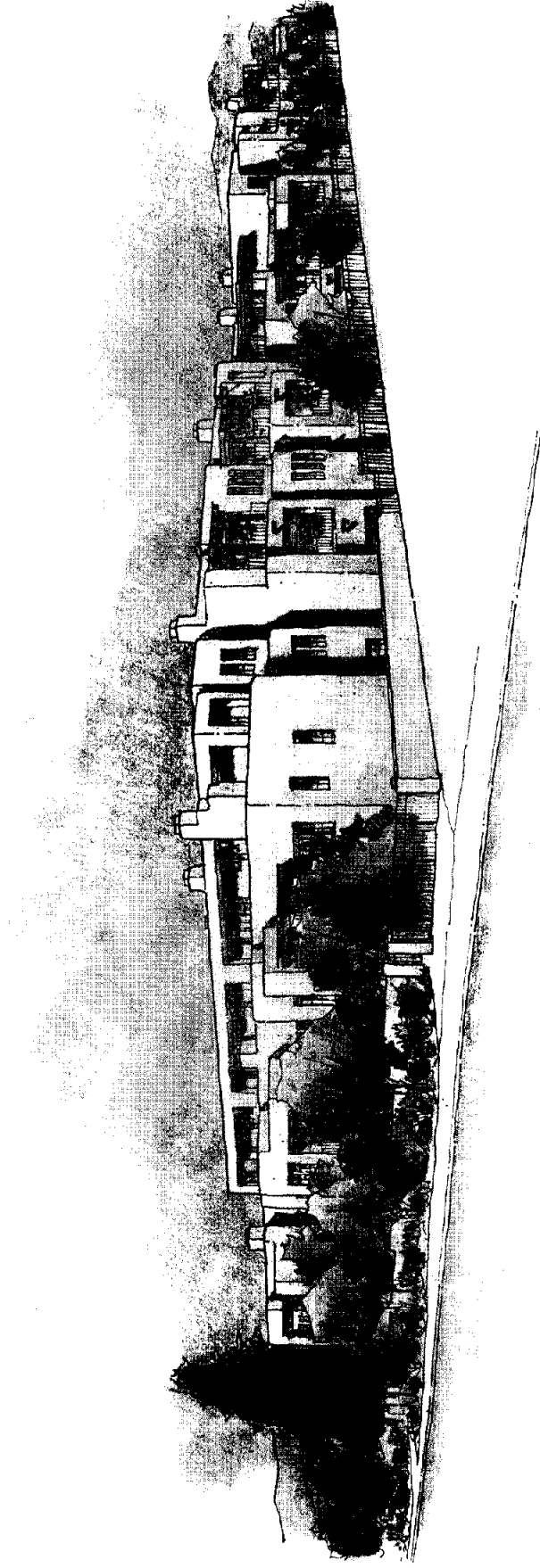
La Secoya de El Castillo Development Plan



View from Northwest Corner



View from Northeast Corner



View from Southeast Corner





Streetscape - South Elevation



Streetscape - East Elevation

# **Action Items**

**Item A**

# City of Santa Fe, New Mexico

## LEGISLATIVE SUMMARY

Bill No. 2019-17

Santa Fe Estates Proceeds

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**SPONSOR(S):** Councilor Harris

**SUMMARY:** The proposed bill amends Section 11-14.5 SFCC 1987 to allocate proceeds from the sale or lease of the Santa Fe Estates to the General Fund.

**PREPARED BY:** Jesse Guillen, Legislative Liaison

**FISCAL IMPACT:** No

**DATE:** June 12, 2019

**ATTACHMENTS:** Bill  
FIR

underscored material = new  
[bracketed material] = delete

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**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2019-17**

**INTRODUCED BY:**

Councilor Mike Harris

**AN ORDINANCE**

**AMENDING SECTION 11-14.5 SFCC 1987 TO ALLOCATE THE PROCEEDS FROM  
THE SALE OR LEASE OF THE SANTA FE ESTATES TO THE GENERAL FUND.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Section 11-14.5 of SFCC 1987 (being Ord. #2000-16 § 3, as amended)  
is amended to read:  
11-14.5 - Dedication.**

A. An amount of the general fund equal to a minimum of one-quarter of one percent (0.25%) of the city's share of the state gross receipts tax shall be allocated annually to the economic development fund beginning in the fiscal year 2000/01 budget. This allocation shall be increased by one-quarter of one percent (0.25%) each subsequent year until an allocation of one percent (1%) is attained in FY 2003/04. Thereafter, the allocation shall be maintained at one percent (1%) unless increased by other annual allocations the governing body approves contingent upon sufficient appropriations and authorization by the governing body.

1           B.       All net proceeds from any sale or lease of city-owned land shall be deposited  
2 in to the economic development fund, subject to the following provisions:

3                   (1)       *Railyard Property*. Proceeds from the sale or lease of property on the  
4 Railyard Property are exempted from the provisions of this section and shall not be  
5 deposited in the economic development fund.

6                   (2)       *Santa Fe Estates*. ~~Only the net proceeds of the city's share of land~~  
7 ~~sales in Santa Fe Estates, after the expenses incurred for infrastructure improvements~~  
8 ~~or other associated costs have been deducted, shall be subject to this section]~~ Proceeds  
9 from the sale or the lease of the Santa Fe Estates are exempted from the provisions of  
10 this section and shall be deposited in the city's general fund.

11                   (3)       *Tierra Contenta*. Only the share of revenues from the sale of property  
12 in Tierra Contenta which had been designated to reimburse CIP funds used for the  
13 original purchase of Tierra Contenta shall be deposited in to the economic  
14 development fund (less funds already allocated for a new southside library in the  
15 amount of five hundred thousand dollars (\$500,000.00). These funds shall be reserved  
16 for capital projects and their related expenses for projects authorized in subsection 11-  
17 14.5A SFCC 1987.

18                   (4)       *Existing Agreements*. Agreements, ordinances and resolutions in force  
19 at the time of adoption of this section which stipulate other uses for the proceeds of  
20 specific transactions will exempt those transactions from the provisions of this  
21 section.

22                   (5)       *Enterprise Funds*. Proceeds from the sale or lease of property  
23 belonging to or associated with enterprise funds are exempt from the provisions of  
24 this section.

25                   (6)       *Airport Industrial Park*. Net proceeds from the sale or lease of

1 property in the Airport Industrial Park or other airport property, after all costs to build  
2 out all phases of the park have been recovered, shall go to the support of the Santa Fe  
3 Municipal Airport.

4 (7) *Other.* Agreements for the sale or lease of city property which may be  
5 subject to other restrictions as to revenue designations or uses are not subject to the  
6 provisions of this section. Any such agreement must cite this subsection of this  
7 section in the agreement in order to qualify for this exemption.

8 APPROVED AS TO FORM:

9  
10  \_\_\_\_\_

11 ERIN K. McSHERRY, CITY ATTORNEY



## City of Santa Fe Fiscal Impact Report (FIR)

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

### Section A.      **General Information**

(Check) Bill:   X        Resolution: \_\_\_\_\_

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

Short Title(s): Santa Fe Estates Proceeds

Sponsor(s): Councilor Harris

Reviewing Department(s): Finance Department

Persons Completing FIR: Brad Fluetsch      Date: 6/3/19      Phone: 955-6885

Reviewed by City Attorney:       Date: Jun 20, 2019  
(Signature)

Reviewed by Finance Director:       Date: Jun 26, 2019  
(Signature)

### Section B.      **Summary**

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

**This bill amends Section II-4.5 SFCC 1987 regarding the Economic Development Fund to dedicate proceeds received from the sale or lease of the Santa Fe Estates to the City's General Fund instead of the Economic Development Fund.**

### Section C.      **Fiscal Impact**

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

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

#### **1. Projected Expenditures:**

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

Finance Director: \_\_\_\_\_

\_\_\_\_\_ Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY <u>20</u>	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY <u>21</u>	"A" Costs Absorbed or "N" New Budget Required	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected

Personnel\*      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Fringe\*\*      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Capital Outlay      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Land/ Building      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Professional Services      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

All Other Operating Costs      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Total:      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

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

## 2. Revenue Sources:

a. To indicate new revenues and/or

b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY <u>20</u>	"R" Costs Recurring or "NR" Non-recurring	FY <u>21</u>	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected

\_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

\_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

\_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

Total:      \$ \_\_\_\_\_      \_\_\_\_\_      \$ \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

### 3. Expenditure/Revenue Narrative:

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

**This bill will not change the amount of funds the City receives. Rather it will change how the City can utilize the proceeds of the sale or lease of the Santa Fe Estates property. As the ordinance is written currently, the revenues would go directly to the Economic Development fund and would be utilized as provided for by the statutes that govern the Economic Development Fund. This bill would change that provision so that the proceeds from the sale or lease of the Santa Fe Estates property would be deposited into the General Fund, available to the Governing Body to appropriate as it deems.**

---

### **Section D.**      General Narrative

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

**None identified.**

---

### **2. Consequences of Not Enacting This Bill/Resolution:**

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

**Economic Development will not receive the proceeds automatically and the proceeds will be deposited into the General Fund and be subject to appropriation by the Governing Body.**

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### **3. Technical Issues:**

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

**None identified.**

---

### **4. Community Impact:**

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

**The biggest positive effect is the Governing Body will have a greater opportunity to direct the proceeds from a sale or lease.**

---











# Santa Fe Estates Proceeds (For Signature)

Final Audit Report

2019-06-26

Created:	2019-06-20
By:	Jesse Guillen (jbgullen@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY5O8o-n8_PfZ-zbcoovcggKAHZMxJI1z

## "Santa Fe Estates Proceeds (For Signature)" History

-  Document created by Jesse Guillen (jbgullen@ci.santa-fe.nm.us)  
2019-06-20 - 9:50:36 PM GMT- IP address: 63.232.20.2
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature  
2019-06-20 - 9:51:42 PM GMT
-  Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)  
2019-06-20 - 10:02:22 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)  
Signature Date: 2019-06-20 - 10:05:19 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature  
2019-06-20 - 10:05:21 PM GMT
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2019-06-23 - 2:14:40 PM GMT- IP address: 73.26.218.44
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2019-06-24 - 3:38:47 PM GMT- IP address: 63.232.20.2
-  Email viewed by Mary McCoy (mtmccoy@santafenm.gov)  
2019-06-26 - 3:29:09 PM GMT- IP address: 70.90.202.81
-  Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)  
Signature Date: 2019-06-26 - 4:16:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Signed document emailed to Jesse Guillen (jbgullen@ci.santa-fe.nm.us), Erin McSherry (ekmcsherry@santafenm.gov) and Mary McCoy (mtmccoy@santafenm.gov)  
2019-06-26 - 4:16:59 PM GMT



Adobe Sign

**Item B**



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

### Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** ☒ or **CONTRACT AMENDMENT** ☐

2 Name of Contractor U3 Advisors

3 Complete information requested ☐ Plus GRT  
☒ Inclusive of GRT

Original Contract Amount: \$65,000.00

Termination Date: December 31, 2020

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

Contract is for: Midtown Santa Fe Civic Engagement - RFP# 19/45/P -

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☐ Inclusive of GRT

Amount \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \_\_\_\_\_



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

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

RFP# 19/45/P Date: May 14, 2019

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** \_\_\_\_\_

example: (First year of 4 year contract)

**Purchasing Officer Review**

**Comments or Exceptions:** \_\_\_\_\_

**7 Funding Source:** GRT Capital Bond **BU/Line Item:** # 32161.572960.011990

  
**Budget Officer Approval**

572960

**Comments or Exceptions:** \_\_\_\_\_

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

(Memo may be attached to explain detail.)

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

Phone # 505-955-6334

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

**Submit to City Attorney for review/signature**

**Forward to Finance Director for review/signature**

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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

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

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

**Comments:**

## CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: U3 Advisors

Procurement Title: Civic Engagement and Development Policy

Solicitation RFP#: 19/45/P

Department Requesting/Staff Member Economic Development – Liz Camacho

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

Economic and Communication Admin Liz CAMACHO  
Department Rep Printed Name and Title

  
Department Rep Signature attesting that all information included

\_\_\_\_\_  
Purchasing Officer attesting that all information is reviewed

### REQUIRED DOCUMENTS FOR BID FILE\*

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



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

#### AWARD\*

YES      N/A

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

#### DISCLOSURES\*

YES      N/A

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

#### CONTRACT\*

YES      N/A

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

#### MISCELLANEOUS FILE\*

YES      N/A

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

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

\*

**PROTEST (If applicable)\***

**YES**

**N/A**

☐  
☐  
☐  
☐☐  
☐  
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☐

Documentation from protester filed with the Purchasing Office

Letter from Department to Purchasing Office Providing response to protest

Letter from Purchasing Officer to protester and Department on final outcome

Other: \_\_\_\_\_

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


**YES**

**N/A**

☐☐

Original proposal (s) with no redactions

Liz CAMACHO Economic Development & Communication Admin  
Department Rep Printed Name and Title

  
Department Rep Signature attesting that all information included



**DATE:** July 3, 2019

**TO:** Economic Development Advisory Committee - July 10, 2019  
Finance Committee - July 15, 2019  
Public Works - July 29, 2019  
City Council - July 31, 2019

**VIA:** Alexandra Ladd, Interim Office of Economic Development Director *[Signature]*

**FROM:** Elizabeth Camacho, Economic Development and Communications Administrator  
Office of Economic Development *[Signature]*

**RE:** Midtown Property Civic Engagement and Policy Development - RFP '19/45/P

---

**Background:**

On May 14, 2019 the City advertised request for proposals '19/45/P. This RFP was issued for professional services to established organizations with a mission and vetted professional experience dedicated to community engagement and development to conduct a Civic Engagement process specifically related to the development of the Midtown Campus.

The Civic Engagement Team must have the capacity to create, organize, and facilitate a variety of methods to engage a broad spectrum of Santa Fe's communities that represent the rich diversity of the city's neighborhoods and demographics, cultures, histories, and perspectives. The civic engagement approach is intended to provide a model of collaboration between government, community organizations, philanthropy, and businesses engaging residents to develop viable policies and policy recommendations in order to better inform the development of Midtown Santa Fe.

In response to the RFP, the City received and evaluated 4 proposals. The evaluation committee selected U3 Advisors to provide professional services for the project in the amount of \$65,000. The Committee arrived with their rankings and one organization stood out to all members. Costs were approximately similar and the decision was based on qualifications, deliverables, experience and criteria. The Committee chose not to perform interviews. Contract negotiations will commence upon delivery of documentation to purchasing.

**Action:**

The Economic Development Department requests the Governing Body approve the recommendation of award to U3 Advisors in the amount of \$65,000 through December 31, 2019. The funding for this service is budgeted in 32161.572970.011990.

CITY OF SANTA FE  
PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **U3 Advisors**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

**1. Scope of Work.**

A. The Contractor shall have a Civic Engagement Team that shall include experienced practitioners to execute a Scope of Work in the following areas:

- (1) Civic Engagement & Policy Development
  - a) Program management
  - b) Engagement tools
  - c) Engagement Experiences
  - d) Community facilitation and problem-solving
- (2) Placemaking & Activation
  - a) Community asset mapping
  - b) Arts and culture resource mapping
  - c) Civic engagement programming and site activation

**B. OUTCOMES & DELIVERABLES**

(1) The Civic Engagement Team shall work collaboratively with the City Staff Steering Committee to create, choreograph, and implement a fun and dynamic civic engagement process that shall be inclusive and accessible by a broad spectrum of people who represent the diverse demographics, cultures, and histories of Santa Fe. A goal for this process is to establish the Midtown Property as an active, inclusive, and accessible focal point in the heart of Santa Fe. In addition, the collaborative civic engagement process should serve as a precedent for residents to meaningfully and productively engage in challenges and opportunities that affect the future of Santa Fe.

(2) The Deliverable from the Scope of Work shall be in the form a policy document that will include:

a) Create a community-oriented vision with a set of civic policy goals. Develop specific policy recommendations that shall be used to inform, provide options, and/or serve as the basis for the disposition and development of the Midtown Property.

b) Specific policy recommendations to mitigate unintended consequences of growth and development at the Midtown Property. For example policies and

programs that facilitate community and neighborhood stabilization, preservation, and enhancement without displacement.

c) Viable policy measures and programs that community and government agree on and can implement.

C. Other specific outcomes and deliverable content may be developed as part of creating a Civic Engagement Action Plan.

D. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

(1) CIVIC ENGAGEMENT & POLICY DEVELOPMENT

(a) Program management

(i) Develop and manage program management tools, including schedules, budgets, tasks lists, and logistics for various types of civic engagement events and activities.

(ii) Manage and facilitate regular program management meetings with the City's Project Team.

(iii) Develop a multi-faceted action plan for community engagement with roles and responsibilities, as well as objectives for each event and activity.

(iv) Develop and implement a Civic Engagement Action Plan (to be developed collaboratively with the City Project Team) with specific measurable outcomes. The Action Plan should ensure that it engages a broad and diverse community of people to the greatest extent possible, with a projected goal of the number and demographic representation of people participating in the civic engagement activities.

(b) Engagement tools

(i) Use engagement tools, including surveys, interactive problem-solving activities.

(ii) Gather and analyze data (empirical and lived-experience) to inform residents.

(iii) Develop fact sheets and information about the Midtown Property.

(iv) Ensure multi-lingual/ multi-cultural access to engagement materials.

(c) Engagement Experiences

(i) Plan and implement a variety of types of community engagement events to gather and share information and facilitate input/feedback loops , e.g. outdoor events; recreational activities; workshops, presentation and meetings, at-home and other neighborhood gathering places.

(ii) Work with relevant city departments and staff regarding permits, security, park and transport, and other event planning concerns to ensure safe and well-managed events.

- (d) Community Facilitation and Problem-Solving
  - (i) Facilitate and train volunteers for unbiased facilitation and engagement workshops and events.
  - (ii) Advise on other Midtown Santa Fe civic engagement and information sharing/gathering activities that the city is deploying, i.e. mayor town hall meetings, citizen advisory meetings, and/or other methods.
  - (iii) Use arts and culture as an overlay or method for engaging communities.

## (2) PLACEMAKING & ACTIVATION

- (a) Community Asset Mapping
  - (i) Identify community assets that shape and define the unique character of Santa Fe that may inform, create, and strengthen a sense of place at the Midtown Property and the LINC.
  - (ii) Identify ways that these community assets may be viably located or participate in the development and ongoing life at the Midtown Property and the LINC.
- (b) Arts and Culture Resource Mapping
  - (i) Identify arts and cultural resources that shape and contribute to the unique character of Santa Fe that may inform, create, and strengthen a sense of place at the Midtown Property.
- (c) Civic Engagement Programming and Site Activation
  - (i) Facilitate and engage arts and cultural organizations, and other civic entities, and activate and promote the Midtown Property as a citywide asset for all communities.
  - (ii) Use arts and culture as an overlay or method for engaging communities.
  - (iii) Develop and implement a Program and Activation Action Plan (to be developed collaboratively with the City Project Team). The Action Plan should ensure that it engages a broad and diverse community of people to the greatest extent possible, with a projected goal of the number of people participating in the programming and activation activities.
- (3) Schedule
  - Contractor shall complete the Scope of Work within in four months.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in **The Planning Guidelines for the City's Midtown Property**.

## 2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables: \$5,000 for Project Management, \$10,000 for due diligence and engagement action plan, \$32,500 for Outreach and events, and \$17,500 for policy measures and programs; **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$65,000), including applicable gross**

receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to 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 AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2019** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due

to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

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

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

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

8. Subcontracting.

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

9. Release.



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

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**11. Product of Service -- Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

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

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

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

**13. Amendment.**

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

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

**14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Professional Liability Insurance.** Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

## **20. Other Insurance**

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

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

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

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

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

## **21. Records and Financial Audit.**

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

## **22. Indemnification.**

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

**23. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**24. Invalid Term or Condition.**

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

**25. Enforcement of Agreement.**

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

**26. Notices.**

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

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

To the Contractor: U3 Advisors, 30 South 15<sup>th</sup> Street, 15<sup>th</sup> Floor, Philadelphia, PA 19102

**27. Authority.**

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

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

\_\_\_\_\_  
NAME AND TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS# 03-500941-00-1

Registration # 19-00158772

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

 6/27/19  
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

32161.572970.011990  
Business Unit Line Item

## Attachment 1

### Scope of Work

#### **Performance Measures**

Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the City to meet the goals and objectives described in The Planning Guidelines for the City's Midtown Property.

**a. REVIEW NEIGHBORHOOD DEMOGRAPHICS AND STUDIES.** Review demographic and economic scans.

Review past studies, presentations, reports, etc. related to Midtown and the LINC overlay, as well as other materials related to equitable development in Santa Fe

Focus in particular on the City's past community engagement process that led to the Planning Guidelines for the Midtown site approved in summer 2018.

Identify trends relative to other neighborhoods in Santa Fe, as well as the city and region as a whole.

**b. CONDUCT INITIAL NEIGHBORHOOD SCAN.** Identify major institutions, organizations, community groups, and community leaders.

Develop stakeholder map and identify groups that may not be as strongly represented.

Begin community assets mapping

Conduct initial stakeholder interviews with leaders across community organizations, the City, philanthropy, and businesses to identify priority topics for engagement and strategies for outreach to diverse and underrepresented groups.

#### **CIVIC ENGAGEMENT & POLICY DEVELOPMENT**

**a. LEAD PROGRAM MANAGEMENT.** Work with Proyecto and the City Staff Steering Committee to establish specific goals and measurable outcomes, and define specific roles and responsibilities, through a Civic Engagement Action Plan.

Develop workplans and tasks lists covering distinct workstreams, and use these tools to coordinate with Proyecto and the City during regular program management meetings.

Develop key language to communicate the engagement's goals and scope to the public, aligned with the City and other project team members.

Manage communication efforts, in close partnership with the City, to spread the word about engagement opportunities. Leverage both traditional and social media platforms.

Ensure multilingual and multicultural access to engagement materials and communications.

Manage and coordinate volunteers and other partners who may become involved in the engagement process.

**b. DEVELOP ENGAGEMENT TOOLS & EXPERIENCES.** Our team strongly believes in the importance of integrating a variety of strategies and tools to ensure accessible, diverse, representative process

Create a unified campaign, brand, and communication strategy to simply convey the project throughout the engagement process

Based on engagement goals, propose a range of engagement strategies and events designed to solicit different types of feedback, draw in diverse sets of audiences and demographics, and reach different scales. All of these efforts must be accessible to non-native English speakers. Activities and venues could include, but are not limited to:

- Pop-up events
- Public forums and workshops series
- Presentations and workshops at pre-existing community organization events and meetings or other neighborhood gathering spaces
- Online platforms
- Stakeholder meetings and focus groups

- ◁◁Manage event planning logistics and coordination with relevant city departments,
  - ◁◁Develop tools to elicit feedback, integrating informational data analysis around demographics, community assets, and the Site itself. These tools include, but are not limited to: Interactive mapping activities, both digital and analog, based on initial analytic maps developed by U3 and Sasaki
  - Custom online tools and surveys
  - Walking tour activities

- ◁◁Share regular updates across a variety of platforms with the public and in particular with engaged stakeholders, to build trust and transparency in the public. Leverage existing communications platforms, such as existing community groups' newsletters.

Potentially: Form and facilitate a community advisory group to guide and provide feedback on the engagement process and findings.

c. **COMMUNITY FACILITATION AND PROBLEM-SOLVING** Critical to create the space that ensure participants have the time and space to share the stories important to them. Develop facilitation protocols, templates, and detailed guiding questions for a variety of formats, such as workshops and focus groups. Recruit, manage and train volunteers, with a focus on ethics of neutral facilitation and opportunities to practice through role-playing scenarios. During other City engagement activities related to Midtown Santa Fe, advise the City on strategies and messaging

## **PLACEMAKING & ACTIVATION**

a. **COMMUNITY ASSET MAPPING** Refine community asset mapping, begun during background phase, throughout the engagement process based on feedback and new information from community members. In engagement activities, engage community members directly in asset mapping in their neighborhood and across the City and region. Focus on their perceptions of these assets and how they contribute to Midtown. Identify areas of strength in the community and areas where gaps exist, integrating demographic data and projections.

b. **ARTS AND CULTURE RESOURCE MAPPING** During community asset mapping, focus particularly on arts and culture resources and how they do or don't contribute to Midtown's sense of place. Identify neighborhood, city, and regional strengths in arts and culture, as well as opportunities for growth.

c. **CIVIC ENGAGEMENT PROGRAMMING AND SITE ACTIVATION** While planning the scope and sequence of engagement events, identify opportunities to program and activate the Site itself through a detailed Program and Activation Action Plan, integrated with the broader Civic Engagement Action Plan.

Identify and coordinate with arts and culture partners to develop programming for site activation and pop-up events. Develop other creative programming to attract a broad, diverse range of stakeholders and community members to the Site

## **POLICY MEASURES & PROGRAMS FOR MIDTOWN**

Synthesizing community priorities, feedback, and ideas, to create a clear community vision and identify priority goals

Create a series of strong policy guidelines for future development. These guidelines will address:

Community vision and goals

Forward-thinking approaches to potential development impacts

Ensure consistency with the Midtown Planning Guidelines.

Work collaboratively with the economic analysis and planning team to advise and vet goals, programs and policies in response to civic engagement politics and programs that will guide development disposition and development proposals and agreements.

Work with philanthropic organizations to leverage city funding and commitments to broaden outreach and civic engagement efforts. For example, develop a grant program that provides funding for civic organizations to implement various types of engagement and activation events in various parts of town with a goal of ensuring that various and diverse communities participate in the civic engagement process.

Work with philanthropic organizations to leverage city funding and commitments to implement programs that meet community development objectives, such as funding programs that strengthen local capacity to develop affordable housing; funding strategies for sustainable and green development and infrastructure, and other economic and community development objectives identified in the civic engagement process.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2019

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

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

<b>PRODUCER</b> The Safeguard Group Inc 100 Granite Drive, Suite 205  Media PA 19063		<b>CONTACT</b> NAME: Joan Benton, AAI, AIT PHONE (A/C, No, Ext): (610) 892-7688 E-MAIL: jbenton@safeguardgroup.com FAX (A/C, No): (610) 892-7695 ADDRESS:  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Valley Forge Insurance Company <b>INSURER B:</b> Continental Insurance Co. <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 20508 35289      
<b>INSURED</b>  U3 ADVISORS, INC. 30 S 15TH ST FL 15  PHILADELPHIA PA 19102				

**COVERAGES****CERTIFICATE NUMBER:** 2019/2020 Master**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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:  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6045356894	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED \$ RETENTION \$			6045356944	01/01/2019	01/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	6057467545	01/01/2019	01/01/2020	<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
A	Professional Liability			6045356894	01/01/2019	01/01/2020	Each Occurrence 2,000,000 Aggregate 2,000,000

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

Certificate issued as Evidence of Insurance.

**CERTIFICATE HOLDER**City of Sante Fe  
200 Lincoln Ave  
Sante Fe, New Mexico 87504**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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**Item C**



# City of Santa Fe

## Summary of Contracts, Agreements, & Amendments

### Section to be completed by department for each contract or contract amendment

1 **FOR: ORIGINAL CONTRACT** ☒ or **CONTRACT AMENDMENT** ☐

2 Name of Contractor Strategic Economics

3 Complete information requested ☐ Plus GRT

☒ Inclusive of GRT

Original Contract Amount: \$325,960.00

Termination Date: December 31, 2020

☐ Approved by Council Date: \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

**Contract is for:** Midtown Santa Fe Economic Analysis and Urban Planning - RFP# 19/37/P -

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

☐ Approved by Council \_\_\_\_\_

☐ or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT

☐ Inclusive of GRT

Amount \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

Amount \$ \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \_\_\_\_\_



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

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

RFP# 19/37/P Date: April 21, 2019

RFQ ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source ☐ \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

**6 Procurement History:** \_\_\_\_\_  
example: (First year of 4 year contract)

**Purchasing Officer Review**

Comments or Exceptions: \_\_\_\_\_

**7 Funding Source:** GFT Capital Bond **BU/Line Item:** # 32161.572960.011990

  
**Budget Officer Approval**

Comments or Exceptions: \_\_\_\_\_

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

(Memo may be attached to explain detail.)

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

Phone # 505-955-6334

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

**Submit to City Attorney for review/signature**

**Forward to Finance Director for review/signature**

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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

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

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

**Comments:**

## CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Strategic Economics

Procurement Title: Economic Analysis and Urban Planning

Solicitation RFP#: 19/37/P

Department Requesting/Staff Member Economic Development – Liz Camacho

### Procurement Requirements:

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

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

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

Economic Development and Communication Admin Liz CAMACHO  
Department Rep Printed Name and Title

  
Department Rep Signature attesting that all information included

\_\_\_\_\_  
Purchasing Officer attesting that all information is reviewed

### REQUIRED DOCUMENTS FOR BID FILE\*

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

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

### AWARD\*

YES      N/A

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

### DISCLOSURES\*

YES      N/A

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

### CONTRACT\*

YES      N/A

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

### MISCELLANEOUS FILE\*

YES      N/A

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

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

\*

**PROTEST (If applicable)\***

**YES**

**N/A**

☐☐

Documentation from protester filed with the Purchasing Office

☐☐

Letter from Department to Purchasing Office Providing response to protest

☐☐

Letter from Purchasing Officer to protester and Department on final outcome

☐☐

Other: \_\_\_\_\_

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

**YES**

**N/A**

☐☐

Original proposal (s) with no redactions

Liz CAMACHO Economic Development & Communication Admin

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included



# City of Santa Fe New Mexico

## Memorandum



**DATE:** July 3, 2019

**TO:** Economic Development Advisory Committee - July 10, 2019  
Finance Committee - July 15, 2019  
Public Works - July 29, 2019  
City Council - July 31, 2019

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

**FROM:** Elizabeth Camacho, Economic Development and Communications Administrator  
Office of Economic Development *EC*

**RE:** Midtown Property Economic Analysis & Urban Planning - RFP '19/37/P

### BACKGROUND AND SUMMARY:

On April 22, 2019 the City advertised for request for proposals (RFP #1937P). This RFP was for professional services to complete:

The Economic Analysis and Urban Planning Team ("Planning Team") shall complete the following tasks for the Midtown Santa Fe property:

#### Economic Analysis

- ☐ Fiscal and Economic Analysis and Yield Evaluation
- ☐ Land Valuation Analysis and Financial Modeling
- ☐ Public Financing and Public Policy Analysis / Impact Fee Analysis
- ☐ Disposition and Development RFP Evaluation

#### Urban Planning

- ☐ Urban Planning and Design
- ☐ Land Use
- ☐ Redevelopment Planning and Revitalization/Activation Strategies
- ☐ Disposition and Development RFP Evaluation

This project is important to the City because the current Midtown campus is a property owned by the City of Santa Fe and a large-scale redevelopment project. The City seeks to dispose of and develop the property to achieve critical economic and community objectives.



In response to the RFP, the City received and evaluated 18 proposals. The evaluation committee selected Strategic Economics to provide professional services for the project in the amount of \$325,960.

**ACTION:**

The Economic Development Department requests the Governing Body approve the recommendation of award to Strategic Economics. The funding for this service is budgeted in 32161.572970.011990.

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Strategic Economics**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) The Scope of Work for the Economic Analysis and Urban Planning Team (“Planning Team”) shall include the following services:

a. Economic Analysis

- i. Fiscal and Economic Analysis and Yield Evaluation
- ii. Land Valuation Analysis and Financial Modeling
- iii. Public Financing and Public Policy Analysis / Impact Fee Analysis
- iv. Disposition and Development RFP Evaluation

b. Urban Planning

- i. Urban Planning and Design
- ii. Land Use
- iii. Redevelopment Planning and Revitalization/Activation Strategies
- iv. Disposition and Development RFP Evaluation

B. **Performance Measures.**

1) Contractor shall substantially perform the following Performance Measures:

a. Deliverables pursuant to the analysis, modeling, and evaluation outline above.

b. Advice on decision making processes for the development of the Midtown Property.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in The Planning Guidelines for the City’s Midtown Property.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed \$325,960. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to 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 AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2020.** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall

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

B     Termination Management. Immediately upon receipt by either the City or the

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

5.     Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6.     Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**7. Assignment.**

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

**8. Subcontracting.**

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

**9. Release.**

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

**10. Confidentiality.**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

**11. Product of Service -- Copyright.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of

new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

**13. Amendment.**

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

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

**14. Merger.**

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

**15. Penalties for violation of law.**

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

**16. Equal Opportunity Compliance.**

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**17. Applicable Law.**

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

**18. Workers Compensation.**

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

**19. Professional Liability Insurance.** Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

**20. Other Insurance**

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

- A. Workers Compensation (including accident and disease coverage) at the statutory limit.  
Employers liability: \$100,000.
- B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
  - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
  - b. Property damage or combined single limit coverage: \$1,000,000.
  - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
  - d. Umbrella: \$1,000,000.
- C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

**21. Records and Financial Audit.**

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

**22. Indemnification.**

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

**23. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**24. Invalid Term or Condition.**

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

**25. Enforcement of Agreement.**

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



**26. Notices.**

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

To the City: Office of Economic Development, P.O. Box 909, Santa Fe, NM 87501

To the Contractor: [Strategic Economics, 2991 Shattuck Avenue, Suite 203, Berkeley, CA, 94705, c/o Dena Belzar, Principal].

**27. Authority.**

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

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

CITY OF SANTA FE:

CONTRACTOR:  
STRATEGIC ECONOMICS

\_\_\_\_\_  
ALAN WEBBER, MAYOR

\_\_\_\_\_  
Dena Belzar, Principal

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS# 03-500447-00-9

Registration # 19-00158722

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL  
CITY CLERK

APPROVED AS TO FORM:

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

APPROVED:

\_\_\_\_\_  
MARY MCCOY, FINANCE DIRECTOR

32161.572970.011990  
Business Unit Line Item

## **Attachment 1**

### **Scope of Work** **Performance Measures**

Through satisfactory completion of the Scope of Work set forth above and submission of acceptable Deliverables, the Contractor will assist the City to meet the goals and objectives described in The Planning Guidelines for the City's Midtown Property.

Pursuant to RFP # 19/36/P: Economic Analysis & Urban Planning, the Scope of Work has been phased into the following categories and associated Fee structure:

#### **FEE BY SCOPE OF WORK PHASE**

Phase 1:	\$ 58,961	(2 months)
Phase 2:	\$ 90,733	(2-3 months)
Phase 3:	\$ 80,113	(2-3 months)
Phase 4:	\$ 76,153	(2-3 months)
Subtotal:	<u>\$305,960</u>	
Expenses	<u>\$ 20,000</u>	(reimbursable)
TOTAL:	\$325,960	(total 80-10 months)

#### **PHASE 1: PROJECT INITIATION AND ESTABLISHMENT OF INITIAL PROJECT GOALS AND DECISIONMAKING FRAMEWORK**

This work phase will focus on bringing the Strategic Economic team “up to speed” by reviewing already available background material regarding the Midtown Site; establishing the City's preliminary goals and benchmark/measurable objectives against which various development/disposition options for the Site can be evaluated; and, identifying how the various development/disposition options for the site will be identified. The entire Strategic Economics team will participate in a multi-day working session in Santa Fe, and the Strategic Economics leadership team will participate in bi-weekly meetings with Santa Fe's Core Staff/Proyecto. In addition to attending the working session and reviewing background materials, Phase 1 team member activities are shown below by discipline.

#### **Urban Planning Team**

Establish Development Framework options based on:

- i. Reviewing alternatives from Midtown Property Planning Guidelines
- ii. Input from staff on existing building conditions
- iii. Buildings suitable for reuse
- iv. Buildings suitable for decommissioning and demolition
- v. Initial interest in sites and buildings
- vi. Access and circulation options based on internal access and establishing

connecting to the greater

#### Economics Team

Establish modeling parameters and metrics

- i. Debt service repayment
- ii. Revenue generation for site operation and maintenance costs
- iii. Land valuation
- iv. Impact fee options and potential revenues
- v. Identify parameters for measuring the broader economic impacts associated with various development/development options
- vi. Review sources for model inputs including construction costs, rents/sales prices
- vii. Review building conditions by building
- viii. Review potential disposition strategies (single sale, sell individual parcels, ground lease, etc.)

#### Infrastructure Team

Energy Systems

- i. Establish parameters for further consideration (district energy, net zero buildings, etc.)

Water Management

- i. Establish water management priorities for storm water, water conservation, and potentially for managing grey and black water.

#### Entire Team

- i. Set preliminary performance benchmarks by goal/objective including potential community benefits
- ii. Establish process for identifying other goals, objectives and performance benchmarks

### PHASE 2: IDENTIFY AND TEST DEVELOPMENT FRAMEWORK OPTIONS

Phase 2 work will establish and test various development framework scenarios. Based on input from the City Project Team/Proyecto, the urban planning and infrastructure teams will work together to develop initial development framework scenarios using market input gathered during the previous phase. These scenarios will address land use by building type (existing and new construction); potential parcelization; public and civic space; circulation and access; and infrastructure systems, especially with respect to the way these could impact development patterns/phasing. Once development programs have been identified, the economics team will incorporate these development scenarios into the financial modeling process to assess the direct financial benefits to the City. Additional community benefits and regional impacts will be evaluated during Phase 3 once the most financially viable development/disposition frameworks have been identified. Both the development framework scenarios and the modeling process will be iterative. However, this process must also be accomplished within the budget and scheduling parameters established by the City and the Strategic Economics team. Also, the analysis for some variables may be qualitative instead of quantitative. Phase 2 will culminate in identifying

up to three development framework scenarios and potential disposition strategies that can meet minimum financial performance benchmarks, i.e., are these scenarios financially feasible, do they generate sufficient operating revenues to the City to cover debt service and carrying costs, and do they generate any additional revenue above a “break even” threshold. If certain uses, parcelization strategies, and/or disposition approaches cannot meet these basic financial parameters, they will not be able to offer any additional community benefits, including paying for affordable housing, etc. During Phase 2 Strategic Economics team members will participate in bi-weekly phone calls with the City’s Project Team. Detailed team member activities will also include the following:

#### Urban Planning and Infrastructure Teams

Develop potential development framework alternatives including development programs

- i. Use by building type
- ii. Parcelization
- iii. Access and circulation internal to the Site and to connect with the greater Midtown area

Test infrastructure options

- i. Access and circulation
- ii. Energy (with input from Integral)
- iii. Water management systems (with input from Sherwood)

Refine the development frameworks as necessary

#### Economics Team

- i. Gather cost and revenue data
- ii. Build appropriate financial models to test the development/disposition options
- iii. Analyze demographic and economic growth trends to inform phasing assumptions
- iv. Examine the market potential and financial feasibility of desired land uses, and estimate likely absorption rates
- v. Develop phasing options
- vi. Identify transaction/disposition structures, which could vary by development type, site location, and/or development phase

### PHASE 3: TEST DEVELOPMENT FRAMEWORK OPTIONS PERFORMANCE AGAINST COMMUNITY OBJECTIVES

The Phase 2 results will provide a set of the most robust development/disposition options for the Site. At this point, these options can be further evaluated to test which ones are best able to meet the broader community objectives, focusing on various ways to address housing affordability, employment opportunities, etc. During this Phase, the City Project Team and the Strategic Economics Team will identify various tradeoffs among development options and disposition options to further test financial performance and to measure how each option performs with respect to community benefits. The primary objective of this Phase will be to identify a final development framework for the Site, and to lay the groundwork for Scope B as identified in the Request for Proposals. Because this work Phase is an important step between analyzing alternatives and developing a

final Development Framework, representatives from the economics team and the urban planning team will attend the second in-person working session with the City Project Team. This meeting, or series of meetings, will identify the final evaluation process combining financial and other metrics to test how well the final Framework performs against the City's goals for the site. Another topic to be addressed is the form and content for the final Development Framework/Design Guidelines document to be produced in Phase 4. This document will need to provide sufficient detail to articulate the City's expectations for future uses and users at the Site, but also allow enough flexibility to respond to various market cycles and other incremental changes that may affect the Site's eventual development. Detailed team member activities will also include the following:

#### Economics Team

- i. Prepare further financial evaluation of various development and disposition options and combinations to measure performance against the community's goals for the Site, including financial metrics, community benefits (including affordable housing), sustainability/resilience, delivery mechanisms.
- ii. Refine or reconsider phasing options (based on information from RFI).
- iii. Refine model assumptions as appropriate (iterative based on trade-offs discussions and potential further community input and developer RFIs).
- iv. Identify public agency programs gaps for community stabilization that should be combined with development options to optimize community benefits both on the Site and for the broader Midtown community.

#### Urban Planning and Infrastructure Teams

- i. Refine Development Framework
- ii. Identify opportunities to transition the Site's infrastructure towards more sustainable energy and water systems

### PHASE 4: PREPARE DEVELOPMENT FRAMEWORK

This final work phase will provide an integrated strategy for advancing future development at the Midtown site by specifying principles and guidelines that address property disposition, development phasing, infrastructure phasing, general circulation, public space, and urban design. A key element of this document will be to address a governance strategy or other ongoing mechanism for decision making to ensure that all public agencies making decisions regarding this site will be making those decisions in a coordinated and holistic manner. This decision-making process should also allow for ongoing community input and accountability. Adopting a governance strategy along with the Development Framework will ensure that the City and its partners, including the private sector, other governmental agencies, and other community partners will all work together to deliver the community's complete vision for the Midtown Site. Strategic Economics team members will work with the City's Project Team to prepare one draft and one final Development Framework document. Strategic Economics Team members will also come to Santa Fe to present the Draft Development Framework and take input from appropriate stakeholders including, but not limited to, City Councilors. Detailed team member activities will also include the following:

### Urban Planning and Infrastructure Teams

#### Prepare Development Framework

- i. Prepare design concepts for access and circulation
- ii. Identify development parcels
- iii. Identify public realm by type
- iv. Prepare infrastructure implementation framework

### Economics Team

- i. Prepare disposition strategy.
- ii. Identify preliminary infrastructure funding and financing strategy.
- iii. Identify a governance strategy or other mechanism for ensuring that City departments coordinate their ongoing work and investment priorities to ensure that as the Midtown site evolves, it will continue to deliver optimal benefits. This strategy or mechanism may include other public departments, and/or a separate special purpose semi-governmental entity, for preliminary consideration. Strategy will propose next steps in the analysis for establishing the appropriate governance structure, while considering the various large-scale development projects within the City's portfolio.
- iv. Refine or reconsider phasing options
- v. Identify suggested public agency programs or initiatives focusing on community stabilization
- vi. Prepare final model runs against performance benchmarks



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2019

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

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

<b>PRODUCER</b> Dealey, Renton & Associates License # 0020739 P. O. Box 12675 Oakland CA 94604-2675	<b>CONTACT NAME:</b> Nancy Ferrick <b>PHONE (A/C, No, Ext):</b> 510-465-3090 <b>E-MAIL ADDRESS:</b> nferrick@dealeyrenton.com <b>FAX (A/C, No):</b> 510-452-2193																					
<b>INSURED</b> Strategic Economics Inc. 2991 Shattuck Avenue, No. 203 Berkeley CA 94705	<b>STRATECON</b> <table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>Travelers Casualty Ins. Co. of America</td><td>19046</td></tr><tr><td>INSURER B :</td><td>Travelers Property Casualty Co of Ameri</td><td>25674</td></tr><tr><td>INSURER C :</td><td>Travelers Casualty&amp;Surety Co of Amer.</td><td>31194</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Travelers Casualty Ins. Co. of America	19046	INSURER B :	Travelers Property Casualty Co of Ameri	25674	INSURER C :	Travelers Casualty&Surety Co of Amer.	31194	INSURER D :			INSURER E :			INSURER F :		
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INSURER D :																						
INSURER E :																						
INSURER F :																						

**COVERAGES**

CERTIFICATE NUMBER: 1759885958

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6805F339381	1/30/2019	1/30/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6805F339381	1/30/2019	1/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP5F339485	1/30/2019	1/30/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB0K495161	1/30/2019	1/30/2020	<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
C	Professional Liability			106235453	1/30/2019	1/30/2020	\$4,000,000 \$4,000,000 per Claim Annl Aggr.

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

RE: All operations of the named insured. City of Santa Fe is named as Additional Insured for General and Auto Liability as required by written contract or agreement. Insurance is primary per policy form. A Waiver of Subrogation applies per the attached.

**CERTIFICATE HOLDER****CANCELLATION 30 Days Notice of Cancellation**

City of Santa Fe  
P.O. Box 909  
Santa Fe, NM 87504

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

*Angela Borg*

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**PROVISIONS:**

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
  - a. Limits of Insurance – The following limits of liability apply:
    1. The limits which you agreed to provide; or
    2. The limits shown on the declarations, whichever is less.
  - b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
  - a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
  - b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
    1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
    2. Supervisory, inspection or engineering services.



**WORKERS COMPENSATION  
AND  
EMPLOYERS LIABILITY POLICY**

**ENDORSEMENT WC 99 03 76(00) — 001**

**POLICY NUMBER: UB0K495161**

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT CALIFORNIA  
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**ALL PERSONS OR ORGANIZATIONS  
THAT REQUIRES YOU TO OBTAIN  
EXECUTED THE CONTRACT BEFORE**

**Job Description**

**THAT ARE PARTIE TO A CONTRACT  
THIS AGREEMENT, PROVIDED YOU  
THE LOSS.**

**DATE OF ISSUE: 7/1/2019**

**ST ASSIGN: CA**