

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Brendle Group (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services to Environmental Services Department during the contract period:

- A. Review the entire existing Sustainable Santa Fe 25-Year Plan (Draft Plan) (Exhibit "B" attached hereto and incorporated herein) and edit wherever necessary to create a consistent tone and voice; work with staff where necessary to provide information, edits, and any major section re-writes;
- B. Evaluate the existing targets and strategies outlined in the Draft Plan for "Triple Bottom Line" effectiveness and compare to the success of similar strategies in other public entities based on experience and knowledge of firm; suggest changes to existing strategies, or suggest new strategies based on evaluation results;
- C. Calculate the atmospheric carbon reduction resulting from specific actions; review and/or suggest actions needed to reach the City's carbon reduction targets;
- D. Complete charts and tables indicated in Draft Plan related to the Triple Bottom Line Analysis and Carbon Reduction Calculations;

- E. Design layout of entire document including new or acceptable existing graphics, photographs, text boxes, and other design elements that will result in a visually appealing document for ease of reading and appeal to the general public;
- F. Assist the City of Santa Fe to create reporting methodology in order to evaluate the effectiveness of the Plan over time and report results to City Leadership and the Public;
- G. Provide graphics and other applicable assistance to the City of Santa Fe in order for the City to create a website-based dashboard for ongoing reporting to the public after the Plan is finalized;
- H. Provide a limited amount of travel availability for staff to attend two in-person meetings in order to answer questions or present material to members of the Sustainability Commission, Governing Body, City of Santa Fe Staff, and/or members of the public;
- I. The plan must be finalized and approved by Staff and scheduled for review and approval by City of Santa Fe Committees and Governing Body within the duration of the Agreement.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed forty nine thousand dollars (\$49,000) plus applicable gross receipts tax. Payment shall be made for services actually rendered as described in Exhibit "A" attached hereto and incorporated herein.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on July 31, 2018 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City and the Contractor

upon 60 days written 30 notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout

the term of this Agreement.

8. 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the

Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. 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.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. 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.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the

right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate

against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Shirlene Sifton, Division Director
1142 Siler Rd.
Santa Fe, NM 87507

Brendle Group
Judy Dorsey, President
212 Mulberry St.
Fort Collins, CO 80521

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

DATE: 03/13/2018

CONTRACTOR:
Brendle Group

Name and Title

DATE: _____

CRS# 03-357070-00-1
City of Santa Fe Business
Registration # 18-00138369

against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

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City of Santa Fe:
Shirlene Sitton, Division Director
1142 Siler Rd.
Santa Fe, NM 87507

Brendle Group
Judy Dorsey, President
212 Mulberry St.
Fort Collins, CO 80521


IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

DATE: 03/13/2018

CONTRACTOR:
Brendle Group


Name and Title Daniel Epstein, CO

DATE: 3-15-18

CRS# 03-357070-00-1
City of Santa Fe Business
Registration # 18-00138369

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK *deu*

APPROVED AS TO FORM:

Kelley A. Brennan *3/1*
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

Adam K. Johnson *3-12-18*
ADAM K. JOHNSON, FINANCE DIRECTOR *deu*

52251.510310
Business Unit Line Item



BrendleGroup.com
P 970.207.0058
F 970.207.0059

February 14, 2018

Shirlene Sitton, Environmental Services Division Director
City of Santa Fe
1142 Siler Road, Building A
Santa Fe, New Mexico 87507

Ms. Sitton and Selection Committee,

Brendle Group is pleased to submit this proposal to the City of Santa Fe (City) to support the finalization of the City's 25-Year Sustainability Plan. Working with cities to develop meaningful sustainability plans that extend beyond goal-setting and truly enhance community well-being, economic vibrancy, and environmental health is the innovative space where Brendle Group thrives. Moreover, we are committed to shepherding this project through completion.

Over Brendle Group's 20 years of sustainability consulting experience, we have become a leader in our field through an integrated and robust approach to sustainability planning that combines our core competencies in the fields of engineering and planning. Our projects seamlessly integrate energy supply and demand, as well as climate mitigation and adaptation planning, into a community's broader social equity and resilience goals. We incorporate both foundational analytics and stakeholder engagement into each planning process, resulting in plans with broad community buy-in, poised for implementation.

Not only do we have a national portfolio and proven track record of helping cities develop sustainability plans, but we also have deep roots in the mountain west. This means we understand myriad opportunities and issues facing communities like Santa Fe, and we can help identify win-win solutions and navigate paths to implementing them.

We are excited by the opportunity to continue working with the City to finish this plan. We are ready and available to pick up where we left off with earlier stages of this project, and understand the nuance of why the plan has taken some time to develop. Our team is committed to efficiently completing and delivering a plan that the community can be proud of and implement immediately.

Please let us know if you have any questions about our proposed approach or qualifications to complete this effort.

Sincerely,

Judy Dorsey, PE, CEM, LEED-AP
President, Brendle Group
JDorsey@BrendleGroup.com

Fort Collins Headquarters
212 W. Mulberry St.
Fort Collins, CO 80521

Denver Alliance Center
1536 Wynkoop St. Suite 430
Denver, CO 80202

Salt Lake City Hive
307 West 200 South, Suite 5002
Salt Lake City, UT 84101

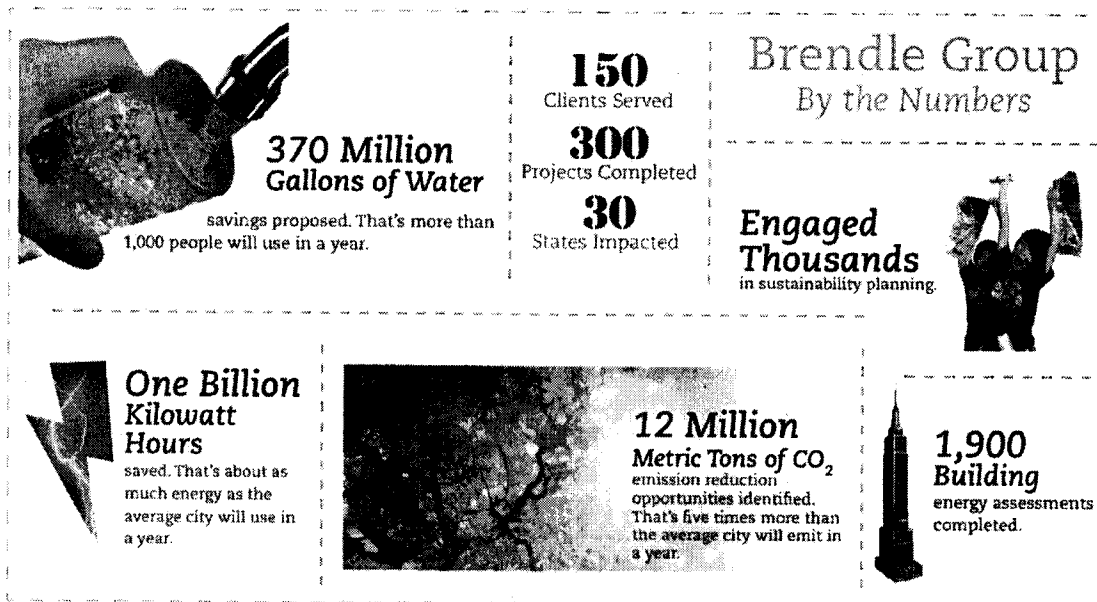
Exhibit "A"



1. Qualifications

Previous Experience

In our more than 20 years in sustainability consulting, Brendle Group has extensive experience that demonstrates our firm's ability to meet and exceed the essential elements of this plan. Our website illustrates our breadth of expertise in sustainability planning, greenhouse gas management and accounting, scenario analysis, stakeholder engagement, and beyond.



Staff Bios

Shelby Sommer – Executive Project Manager



Shelby brings more than 10 years of experience in community planning and sustainable development to the Brendle Group team. As a local government planner early in her career, she led multi-disciplinary teams through the development review process. More recently, she worked as a planning consultant for a range of clients, including municipalities, counties, and regional organizations, where she focused on long-range and strategic planning to enhance community vibrancy and sustainability. At Brendle Group, Shelby leads the firm's planning practice, managing and supporting a variety of sustainability and climate action plans. In addition to specializing in facilitation and stakeholder engagement, Shelby brings a suite of plan writing and

document development skills to every project.

Bachelor of Environmental
Design Community Planning
from the University of
Colorado

Institute for the Built
Environment Green Building
Certificate from Colorado
State University

- Certified Planner
- LEED Accredited Professional



Conor Merrigan – Project Manager



Conor has been working with large scale sustainability planning and implementation for the bulk of his more than 10-year career. A focus on neighborhood scale sustainability metrics is the result of both educational background as a planner as well as professional experience as the leading practitioner using the LEED for Neighborhood Development (LEED ND) rating system in Colorado. In addition to several years spent as the Principal of a small consulting firm, Conor served the State of Colorado as the Senior Manager of the Commercial Efficiency Program for the Governor's Energy Office and has a background in energy and program management.

**Masters of Urban Design/
Masters of Urban and
Regional Planning from the
University of Colorado**

**Bachelor of Science in
Environmental Science from
Oregon State University**

- **LEED Accredited
Professional**
- **Certified Energy
Manager**

Ellie Troxell – Sustainability Specialist



Ellie has a strong combination of technical and team skills with experience in both engineering and planning. Her diverse background includes land development design, permitting, and compliance; sustainable building certification; and urban design that integrates sustainable and regenerative principles. In these areas, Ellie has managed and supported project process flow, led stakeholder engagement, and facilitated dynamic teams to positive project outcomes. Her skills are rounded out with strong communication capacity, both in team processes, project documentation, and grant writing.

**Bachelor of Science in Civil
Engineering from Colorado
State University**

**Bachelor of Science in
Engineering Science from
Colorado State University**

**Bachelor of Arts in Liberal
Arts from Colorado State
University**

Katie Kershman – Graphic Design



Katie manages Brendle Group's marketing and business development activities including graphic design, website management, branding, communications, and proposal development. With her strong writing and graphic design skills she also supports our clients' needs for content development, writing, and outreach support.

Her expertise is in Adobe Creative Suite, content management, Social Media Management, marketing strategy, customer relationship management systems, and search engine optimization.

**Bachelor of Science in Business Administration
with a Concentration in Marketing from
Colorado State University**

**Bachelor of Arts English with a concentration
in Creative Writing from Colorado State
University**



2. Proposed Approach and Methodology

Task 0: Project and Process Management

To maximize project efficiency and resources, it is imperative that we restart this process with a solid project management structure and clear protocols. Our effort will begin with a team **re-orientation call** where we will establish our communications protocols, confirm our team roles and responsibilities, and develop a detailed schedule, including timeline and objectives for in-person meeting attendance. Additionally, we propose a **structured biweekly conference call** with core project management team members to ensure we remain focused on completing the project on task, on scope, and on budget.

Task 1: Review and Refine Existing Draft Plan

Since Brendle Group is already familiar with the plan, we can hit the ground running. Our **first pass** through the draft plan will **focus on identifying needs for completing the plan**, including: (1) sections to be refined or re-written to enhance consistency in voice and writing style; (2) content gaps or sections that need new content development; and (3) graphic concepts and ideas to support narrative content. For each of these needs, we will identify the responsible parties for development/refinement and the timeline for completion.

Our **second pass will happen later in the process**, after we have folded in new content from Tasks 2, 3, and 4, and graphic placeholders. This second pass through the document will be completed by one author, from document start to finish, and will include **detailed review and editing to smooth out any inconsistencies**. This second pass will be completed before the document goes through a detailed design process, to ensure that the design process is as efficient as possible and focuses on improving aesthetics and readability rather than detailed text revisions.

Task 2: Evaluate Existing Targets and Strategies

This task will focus on taking a fresh look at all draft targets and strategies in the plan. It will include **reviewing and refining each target** to ensure that is specific, measurable, achievable, realistic, and timely. We will work with stakeholders (i.e., City staff, Sustainability Commission) to identify which targets are most meaningful to include and monitor to demonstrate sustainability progress over time.

This task will also involve **reviewing the draft strategies** – first reviewing them as a whole package against stakeholder feedback and best practice research to ensure that all major opportunities are addressed, and then secondly, evaluating each strategy across the triple bottom line to make sure it is optimized to address sustainability outcomes and support target achievement. This process may lead to the refinement, addition, or even removal of some strategies. Finally, this task will include clarification of implementation timelines for each strategy to make sure that the path forward is both realistic and supportive of the community's desired progress.

Task 3: Calculate Carbon Reductions

This task will leverage work previously completed by Brendle Group in earlier stages of this process. It will include **aligning the updated list of strategies with the estimated greenhouse gas emissions reduction levels** for those activities. Note that for this level of analysis, it is expected that **some of the strategies will be grouped together for emissions calculation purposes**. Furthermore, it is expected that some strategies will have no known greenhouse gas emissions reduction amounts, or that the methodology to calculate the impacts would be too complicated for this type of analysis. Recommendations for ongoing greenhouse gas monitoring of the cumulative impacts associated with implementation of the strategies (i.e., greenhouse gas inventory updates) will be included in Task 6.



Task 4: Complete Charts and Tables

This task will build on Tasks 1, 2, and 3 and include the **development of summary charts and tables to be included in the plan document**. Anticipated summary charts and tables include: (1) summary of plan targets, (2) summary of plan strategies and triple bottom line linkages, (3) summary of plan strategies by implementation timeline, and (4) summary of plan strategies by estimated greenhouse gas emission reductions.

Task 5: Document Design

This task will begin with **defining the parameters of the document**, including desired layout, fonts, color scheme, branding/logos, icons, and other readability requirements. This proposal assumes document design in Adobe InDesign and that the City of Santa Fe and/or the Sustainable Santa Fe Commission will provide or help obtain high-resolution photos. A **preliminary design concept will be developed** based on the document scoping decisions, and then refined per feedback from the project management team. This approved design concept will establish the **design template**.

After completion of Task 1's second pass through the narrative document, we will **pull all content into the approved design template**. This will include all text, charts, tables, photos, and graphics from other tasks and stages, as well as the development of new graphics as identified in Task 1. The result will be a visually appealing document designed for ease of reading.

Task 6: Reporting Methodology

This task will involve supporting the City of Santa Fe in creating a reporting methodology to evaluate the effectiveness and results of the Sustainability Plan over time. It will likely include developing a **reporting process and structure for the plan targets and strategies**, and may also include identification and definition of other "performance metrics" to monitor (as applicable, if different from targets).

Task 7: Web-based Dashboard Support

This task will involve coordination with City staff to **support content development** for the web-based dashboard. This includes sharing charts and graphics developed for the final plan and up to four custom graphics designed specifically for the website.

Task 8: In-Person Support

Our scope includes **two single-person trips by the EPM or PM** to Santa Fe for project support and in-person meeting attendance. While the objectives and timing of these meetings will be defined in Task 0, it is assumed they will include presentations and/or support at Sustainability Commission, Governing Body, City of Santa Fe, or public meetings. For budget purposes, each person-trip assumes up to 6 hours of in-person meeting support, plus associated prep time and travel costs.

Task 9: Plan Finalization and Adoption

The final task will include supporting the City in the plan review, finalization, and adoption process. After the designed document is complete, it includes **one round of review by the City's project management team**, and associated revisions to the document. After that, we have included **one additional round of review by other stakeholders** (e.g., Governing Body, the public, etc.) – and then the associated plan revisions and finalization. For both rounds of review, we assume that the City will consolidate all comments into one document and help provide direction when conflicting comments arise.



Tasks	March	April	May	June	July
Task 0: Process and Project Management					
Task 1: Review and Refine Existing Draft Plan					
Task 2: Evaluate Existing Targets & Strategies					
Task 3: Calculate Carbon Reductions					
Task 4: Complete Charts and Tables					
Task 5: Document Design					
Task 6: Reporting Methodology					
Task 7: Web-based Dashboard Support					
Task 8: In-Person Support					
Task 9: Plan Finalization and Adoption					

3. Availability

Brendle Group maintains internal resource loading tools to ensure that each of our projects receives sufficient staff time as well as the most appropriate expertise. These tools are also used to make decisions on proposal efforts so we can ensure we have the capacity to respond to clients' needs throughout the entire project. We've already been working with the City of Santa Fe so we won't need to spend time familiarizing ourselves with this project and can hit the ground running. We have the staff resources and availability to complete this project.

4. Fee Proposal

Our proposed costs associated with the project are identified by task in the table below. This budget is based on a proposed time and materials not to exceed basis following the approach detailed in the Proposed Approach and Methodology section.

Task	Fee
Task 0. Project and Process Management	\$3,800
Task 1. Review and Refine Existing Draft Plan	\$7,000
Task 2. Evaluate Existing Targets and Strategies	\$5,200
Task 3. Calculate Carbon Reductions	\$2,100
Task 4. Complete Charts and Tables	\$1,900
Task 5. Document Design	\$11,400
Task 6. Reporting Methodology	\$3,300
Task 7. Web-based Dashboard Support	\$2,800
Task 8. In-Person Support	\$6,000
Task 9. Plan Finalization and Adoption	\$5,500
Total	\$49,000

5. Project Examples

City of Longmont, Colorado Sustainability Plan

View online [here](#).

City of Rochester, New York Climate Action Plan

View online [here](#).

Summit County, Utah Climate Action Plan

View online [here](#).