PROFESSIONAL SERVICE AGREEMENT BETWEEN SANTA FE COUNTY AND CONSENSUS PLANNING, INC. FOR LEGAL AND PLANNING SERVICES FOR THE SUSTAINABLE GROWTH MANAGEMENT PLAN AND CODE

THIS AGREEMENT is made and entered into this 12th day of January 2015, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **CONSENSUS PLANNING, INC.** whose principal place of business is located at 302 Eighth Street, Albuquerque, New Mexico 87102, hereinafter referred to as the "Contractor".

WHEREAS, the Santa Fe County Growth Management Department, Planning Division requires a team of legal and planning professionals to develop amendments to the County's Sustainable Growth Management Plan (SGMP) and Sustainable Land Development Code (SLDC) through review of the Development of Countywide Impact regulations, Incentive Zoning initiatives and the Transfer of Development Rights Program; and

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal Request for Proposals (RFP) No. 2015-0154-GM/BT for the provision of legal and planning services for the sustainable growth management plan and code; and

WHEREAS, based upon the evaluation criteria established within the RFP for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. **SCOPE OF WORK**

A. The Contractor shall provide planning and legal services as requested in support of the County's efforts to amend the SGMP and the SLDC. Planning and legal services shall be provided for the areas of Development of Countywide Impact (DCI) regulations, Bonus and Incentive Zoning initiatives and the Transfer of Development Right Program as detailed in Exhibit "A", attached hereto.

B. The County may also request the Contractor to provide planning and legal services with respect to other elements of the SGMP or sections of the SLDC.

C. With respect to each topic, the Contractor will be required to appear before the Board of County Commissioners (BCC) to explain draft documents and answer questions. In addition, each topic may require the Contractor to develop and implement a public planning process, as determined by the County. Services required by this Agreement may also comprise review of documents, including drafts of proposed amendments, attending informal or public meetings, providing written and oral advice, conducting legal research, and drafting or assisting in the drafting of select SGMP and SLDC provisions. Legal services shall include, but not limited to, opining on the legality and enforceability of proposed SLDC amendments.

D. Development of Countywide Impact

1) The Contractor shall thoroughly review the County's Oil and Gas Ordinance No. 2008-19 to evaluate and assist in determining which aspects of those documents will be made applicable to all DCI regulations. Based upon that review, the Contractor shall develop and implement one or more public planning processes for the development of DCI regulations for inclusion in the SLDC and for inclusion in the SGMP, if required.

2) In recognition of the fact that some aspects of Ordinance No. 2008-19 will be applicable to all DCIs and that the Oil and Gas Ordinance No. 2008-19 were the product of an extensive public planning process, the Contractor shall prioritize the drafting of DCI provisions that are applicable to all DCIs as well as oil and gas specific provisions for inclusion in the SLDC, such provisions to be based upon Ordinance No. 2008-19. In addition, the Contractor shall prioritize the development of DCI regulations for inclusion in the SLDC and DCI elements for inclusion in the SGMP for those DCIs that are subject of the moratorium.

3) Legal Services with respect to the DCIs shall include, but not limited to, the development of a legal framework to guide the development of legally defensible and scientifically based DCI regulations.

E. Bonus and Incentive Zoning

The Contractor shall develop amendments to the SLDC for bonus and incentive zoning for planned development districts and cluster or conservation subdivisions and, if necessary, amendment to the SGMP. Bonus incentives may include increased densities for renewable energy, affordable housing, clustering, design and sustainability features. This may include a public planning process before public hearings and meetings with the BCC.

F. Transfer of Development Rights Program

The Contractor shall develop amendments to the SLDC and, if necessary, the SGMP to fully develop the Transfer of Development Rights (TDR) Program. The TDR Program will establish a mechanism to property owners to transfer development rights from sending property to and receiving property in zoning districts authorized to receive TDRs or to a County Land Bank.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit B.

2) The total amount payable to the Contractor under this Agreement shall not exceed one hundred fifty thousand six hundred eighty dollars ($150,680.00) exclusive of New Mexico gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.

3) 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. The County will notify the Contractor 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.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the

County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to extend the contract at the same price, terms and conditions for one (1) additional year upon the approval of the County. The County may exercise this option by submitting a written notice to Contractor that the Agreement will be extended an additional year. The notice must be submitted to Contractor at least sixty (60) days prior to expiration of the initial Agreement.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. 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 County.

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

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

17. NOTICE OF PENALTIES

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

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. 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 County:	Santa Fe County Office of the County Attorney 102 Grant Avenue Santa Fe, New Mexico 87501
To the Contractor:	Consensus Planning, Inc. 302 Eighth Street, NW Albuquerque, N.M. 87102

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. <u>General Conditions.</u> The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. <u>General Liability Insurance, Including Automobile.</u> The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than $1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. <u>Increased Limits.</u> If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS,

The Contractor hereby irrevocably appoints Robert D. Gorman, 1201 Lomas Blvd. NW, Suite A, Albuquerque, N.M. 87102, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY

Katherine Miller — 1-12-15

Katherine Miller
Santa Fe County Manager

Date

APPROVED AS TO FORM

Robert D. Gorman for GSS — 1-8-15

Gregory S. Shaffer
Santa Fe County Attorney

Date

FINANCE DEPARTMENT

Teresa C. Martinez

1/8/2015
Date

Teresa C. Martinez
Santa Fe County Finance Director

CONTRACTOR:

1/9/
Date

(Signature)

James K. Strozier, AICP
(Print Name)

President
(Print Title)

FINANCE DEPARTMENT

Teresa C. Martinez
Santa Fe County Finance Director

1/8/2015
Date

CONTRACTOR:

____
(Signature)

____
Date

____
(Print Name)

____
(Print Title)

EXHIBIT A SCOPE OF WORK

The Contractor shall, within timeframes set by the County, perform the following duties under this contract as are from time to time requested by the County:

1. Legal Framework

   With respect to each subject matter for which planning and legal services are provided under this contract, the Contractor shall establish a legal framework to guide the development of legally defensible and, if necessary, scientifically based amendments to the SLDC and, if necessary, SGMP. Such framework shall, at a minimum, analyze:

   a. The extent to which the County may regulate the activity under federal and state law:
   b. Federal and state law applicable to the activity:
   c. The evidentiary foundation that must be established for any land use regulations;
   d. Any limits on the County's regulatory authority stemming from the so-called takings clauses of the federal and state constitution; and
   e. Such other matters as the Contractor determines necessary to guide the development of legally defensible and, if necessary, scientifically based SLDC and, if necessary, SGMP amendments.

2. Developments of Countywide Impact (DCIs)
   a. The Contractor shall thoroughly review the County's Oil and Gas Element and Ordinance No. 2008-19 to evaluate and help the County to determine which aspects of those documents will be made applicable to all DCI regulations.
   b. In recognition of the fact that some aspects of Ordinance No. 2008-19 will be applicable to all DCIs and that the Oil and Gas element and Ordinance No. 2008-19 were the products of extensive public planning process, the Contractor shall utilize Ordinance No. 2008-19 to develop for inclusion in the SLDC DCI provisions that are applicable to all DCIs as well as provisions specific to oil and gas drilling and production.
   c. With respect to DCIs other than oil and gas drilling and production, the Contactor shall implement the planning process(es) set forth in the Contractor's own proposal to develop and draft:
      i. DCI regulations for each DCI for the SLDC; and
      ii. If necessary, amendments to the SGMP.

The Contractor shall prioritize the DCIs subject to moratorium imposed by Ordinance No. 2014-8. With respect to mining and resource extraction, the Contractor will need to evaluate and help the County to determine which aspects of County Ordinance No. 1996-10, Article II, Section 5, "Mineral Exploration and Extraction", shall be preserved and incorporated into the SLDC.

3. Bonus and Incentive Zoning

   The Contractor shall implement the planning process set forth in Contractor's own proposal to develop and draft bonus and incentive provision for inclusion in the SLDC and, if requested by the County, a bonus and incentive element for the SGMP. In completing this task, Contractor shall:

   a. Provide a review of pertinent provisions of the SGMP and SLDC as they relate to bonus and incentive zoning; and
   b. Provide an action plan and textual outline for drafting regulations governing these topics for amendment of the SGMP and/or SLDC,

4. Transfer of Development Rights (TDR)

   The Contractor shall implement the planning process set forth in Contractor's own proposal to develop and draft amendments to the TDR provisions of the SLDC and, if necessary, the SGMP to further define the TDR Program, including the identification of sending and receiving areas, criteria for evaluating transfers other than beneficial use determination transfers, and rules governing the County Land Bank. In completing this task, Contractor shall:

   a. Provide review of pertinent provisions of the SGMP and SLDC as they relate to Transfer of Development Rights (TDRs) and as to each; and
   b. Provide an action plan and textual outline for drafting regulations governing these topics for amendment of the SGMP and/or SLDC;

5. Other Subject Matters

   At the County's request, Contractor shall provide planning and legal services and advice concerning other subject matters related to the SGMP and SLDC, the scope and price of such services shall be documented in written work plans prior to work beginning.

6. Expert Consultants

   At the request and under the direction of the County, the Contractor shall assist the County in identifying and procuring expert consultants who are able to provide expert services and advice related to any subject matter for which the Contractor is providing services under this contract.

7. General Requirements

   a. All text amendments shall follow sequentially the current numbering and formatting of the sections of SGMP and/or SLDC being amended. Additionally, legislative formatting shall be used for discussion drafts, which requires the striking out of language to be deleted from existing text and the underlying of new language to be added.

b. The Contract shall timely respond to any County staff or BCC input to Contractor's amendments through further revisions or otherwise:

c. The Contractor shall be available to attend meetings or public hearings with and to provide briefings to County staff and officials related to work to be performed under the Contract;

d. The Contractor shall ensure the textural and thematic consistency between the Contractors proposed amendments to the SLDC and SGMP and other provisions of the SLDC and SGMP particularly the "Goals, Policies and Strategies" sections of the SGMP;

e. The Contractor shall provide an opinion as to the legality and enforceability of all proposed amendments.

EXHIBIT B COST PROPOSAL

AMENDMENTS TO SANTA FE COUNTY
Sustainable Growth Management Plan and Sustainable Land Development Code

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CONSENSUS PLANNING, INC. / COST PROPOSAL

Phase I:	Project Initiation	$ 7,570
Phase 2:	Research and Analysis	$ 46,180
Phase 3A:	Sustainable Growth Management Plan Amendments	$ 42,455
Phase 3B:	Sustainable Land Development Code Amendments	$ 54,475
* Subtotal:		$150,680
NMGRT (.07)		$ 10,548
TOTAL:		**$161,228**

* Total includes reimbursable expenses