

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 10/29/14
ITEM FROM FINANCE COMMITTEE MEETING OF 10/20/14**

ISSUE:

12. Request for Approval of Professional Services Agreement – City of Santa Fe Volunteer Trails Coordinator; Santa Fe Conservation Trust. (Leroy Pacheco)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of professional services agreement for City of Santa Fe Volunteer Trail Coordinator with Santa Fe Conservation Trust in the amount not to exceed \$100,000 for fiscal years 2014-2016 at a rate not to exceed \$50,000 per each fiscal year inclusive of gross receipts tax. Budget is available in CIP Bond funds.

FUNDING SOURCE: 32803.510300.1014900

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17-14

City of Santa Fe, New Mexico

memo

DATE: October 3, 2014

TO: Finance Committee

VIA: Teresita M. Garcia, Assistant Finance Director



Isaac J. Pino, PE, Public Works Director

Eric Martinez, PE Roadway & Trails Engineering Division Director

FROM: Leroy N. Pacheco PE, River, Watershed & Trails Section

ITEM & ISSUE:

Professional Services Agreement with the Santa Fe Conservation Trust for City of Santa Fe Volunteer Trails Coordinator

BACKGROUND & SUMMARY

- On March 27, 2013, the city council approved Resolution 2013-34 directing the city manager to explore and evaluate the creation of a city position for managing and maintaining the city's bike-pedestrian trail network.
- On September 25, 2013, the city council approved Resolution 2013-86 directing the city manager to enter into the Agreement with the Santa Fe Conservation Trust (SFCT) to provide trails volunteer coordinator services on behalf of the City. Under the terms of the Agreement, SFCT has agreed to manage the City of Santa Fe's Volunteer Trail Coordinator Services for the City.
- On June 24, 2014, the city manager approved Amendment No. 1 to the Professional Services Agreement, which extends the term of the contract to June 30, 2016.
- On August 27, 2014 the city council approved an Ordinance (Bill No. 2014-22) authorizing the issuance and sale of City of Santa Fe Gross Receipts Tax Improvements Revenue Bonds, the sale of which includes additional funding for these services for an additional 2 years at a rate not to exceed \$50,000 per fiscal year. These funds are now budgeted and available in Business Unit and Line Item 32803.510300.1014900.
- On September 17, 2014 and on September 22, 2014, the Bicycle and Trails Committee and the Public Works Committee, respectively, considered and moved forward the scope of work for these services as a proposed amendment to a previous contract. The Finance Department requested that the scope of work be incorporated into a new contract for Finance Committee consideration.

RECOMMENDED ACTION

Review and Approval of the Professional Services Agreement with the Santa Fe Conservation Trust for the City of Santa Fe Volunteer Trails Coordinator services.

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 Santa Fe Conservation Trust (SFCT), a New Mexico nonprofit corporation (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 for the City:

The Contractor shall provide the following services for the City which is also depicted in the Contractor's Work Plan (Exhibit A):

A. Manage the City of Santa Fe Volunteer Trail Coordinator Services (the "Services") to bring community investment, through both financial contributions and citizen volunteer efforts, toward assisting the City with maintaining, promoting, and developing its trails system, within the City limits. Management of the Services will entail:

(1) Develop an on-going plan for restoring and maintaining natural surface trails within the City of Santa Fe trails system. Assess maintenance needs (such as trail conditions and erosion control, signs, vegetation management, etc.) to protect property and City infrastructure to best serve trail users and the general public. Establish criteria to guide a range of volunteer projects to improve City trails.

(2) Research, and make application to, prospective third-party funding sources to fund development of alternative public/private funding partnerships for the City of Santa Fe trails system at their discretion.

(3) Recruit, organize, and manage participating businesses, community organizations, and community members to serve as trail stewards (volunteers who provide trail maintenance, vegetation management, etc.). The City may require the Contractor establish a sponsorship and citizen-volunteer stewardship program (i.e. Adopt-A-Trail Program) at its discretion for the City's natural and hard surface trail systems. All volunteers must sign waiver forms releasing the City of Santa Fe from any liability incurred due to injuries in serving as volunteers.

(4) Conduct maintenance on the City's natural surface trails, including organizing work day events with the participation of volunteers

(5) Provide training and education of volunteers in various trail stewardship issues such as trail design, construction, maintenance, erosion control, etc. so that volunteers may acquire knowledge and skills related to sustainable trails maintenance, crew leader and safety training, first aid, relevant AASHTO requirements, right of way, liability issues, tools and mechanical resources, and alternative transportation planning

(6) Conduct public outreach to promote the City of Santa Fe Trails System. Organize, publicize and coordinate at least four community trail maintenance events per fiscal year: for example during National Bike Month in May, National Trails Day in June, and National Public Lands Day in September. Participate in community events, and produce articles and public service announcements in various media sources (print, on-line, radio, social media) and pages on the Contractor's website describing the Services and highlighting program activities and volunteering opportunities.

(7) Coordinate with appropriate City staff and departments such as Public Works, Parks and Recreation, Planning, Engineering, Public Safety, Risk Management, etc. to

ensure all actions taken to provide the Services comply with applicable City plans, policies and procedures. The Contractor will work closely with City staff to coordinate stewardship activities, for example, the removal of trash and vegetation collected by volunteers during designated work days.

(8) Coordinate with City and County staff and committees, and with other private and public partners, on the collaborative development of City trails, bikeways, and pedestrian routes. This will include attendance at City meetings related to trails, as appropriate (BTAC, POSAC, City Council, etc) and presentations as appropriate at neighborhood meetings and assistance on trails, bikeway, and pedestrian planning for public agency staff, committee members and other partners. Work with City planners and the Metropolitan Planning Organization to maximize connectivity and efficiency in the planning and implementation of the bicycle and pedestrian master plans. Monitor and report on directional signage needs and oversee installations as appropriate.

(9) Provide monthly invoice for Services provided to the City to the designated city staff liaison regarding work done the previous month. Report on activities via invoice submissions, presentations, and web site materials.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, 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 one hundred thousand dollars (\$100,000) for fiscal years 2014 – 2016, at a rate not to exceed \$50,000 per each fiscal year, inclusive of applicable gross receipts taxes.

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. Payments shall be made monthly to contractor upon receipt and approval by the City of detailed statements containing a report of services completed. Payment by the City shall be for a monthly pro-rata amount of the entire Agreement amount in an amount not to exceed \$4,166.66 per month 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 terminate on June 30, 2016, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City or the Contractor upon 90 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services for each fiscal year 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) The City shall pay the Contractor the monthly compensation set forth in Paragraph 3 through the end of the month that the date the notice of such termination becomes effective.

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 for the services of 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 and the City, upon acceptance of final payment of the amount due under this Agreement, releases each other, their 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. This paragraph shall not apply to 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 solely from the acts and/or omissions of the City, its officers and employees.

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:
Public Works Department
Roadway and Trails
Engineering Division
P.O. Box 909
Santa Fe, NM 87504

Contractor:
Santa Fe Conservation Trust
Executive Director
1600 Old Pecos Trail, Suite B
Santa Fe, NM 87505

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

CITY OF SANTA FE:

CONTRACTOR:
SANTA FE CONSERVATION TRUST

JAVIER M. GONZALES, MAYOR

Charlie O'Leary, Executive Director

DATE: _____

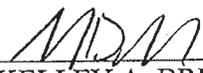
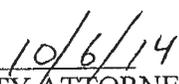
DATE: _____

CRS# 2266533001
CSF Registration # 14-00112846

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

TERESITA GARCIA, ASSISTANT FINANCE DIRECTOR
BU/LI: Various (32803.510300)

EXHIBITS:

A. SFCT Work Plan

SFCT / CITY OF SANTA FE, TRAIL VOLUNTEER COORDINATOR WORKPLAN, 2014-2015 [D R A F T: Aug. 18, 2014]

TASKS TO BE COMPLETED (per Amended PSA)	Workplan Items for 2014-2015	Jul-2014	Aug-2014	Sep-2014	Oct-2014	Nov-2014	Dec-2014	Jan-2015	Feb-2015	Mar-2015	Apr-2015	May-2015	Jun-2015	
1) NEEDS ASSESSMENT "Develop an on-going plan for restoring and maintaining natural-surface trails within the City of Santa Fe's trails system. Assess maintenance needs (such as trail conditions and erosion control, signs, etc.) to protect property and City infrastructure and to best serve trail users and the general public. Establish criteria to guide a range of volunteer projects to improve City trails."	Continue to make field visits and integrate observations and input from volunteers, trail users, and city staff into a consolidated information system, part of or linked to Geographic Information Systems, tracking location and type of specific needs as well as work accomplished; make field visits and otherwise confer with City and other partners in order to assess specific needs and to plan and implement solutions to improve City trails	ONGOING Assessment of Trail Maintenance Needs and Volunteer Opportunities; Identification of Opportunities to collaborate with private and public landowners in order to improve/expand the city trail system												
2) RESEARCH AND FUNDING "Research, and make application to, prospective third-party funding sources to fund development of alternative public/private funding partnerships for the City of Santa Fe trail system at their discretion."	Follow through on implementation of Gimbel Grant funding; seek funding for new promotional activities as well as to assist with key trail re-routes and new construction, in coordination with City	Develop GIS Format for Field Notes and to Track Work Accomplished			Share GIS Format for Field Notes and to Track Work Accomplished			GIS Format for Field Notes/Work Accomplished Available on SFCT Web Site with links from City Web Site		Evaluation and Modification of GIS-Based Assessment, Tracking, and Reporting				
3) STEWARDSHIP RECRUITMENT "Recruit, organize, and manage participating businesses, community organizations, and community members to serve as trail stewards (volunteers who provide trail maintenance, vegetation management, etc.)..."	Continue Recruitment for scheduled work events through SFCT, TAOSF and SFFTS; Engage school volunteer sources; Recruit new members of public, particularly through special promotional events and among trail users; Engage private businesses such as bike shops and/or St. Vincent Hospital to publicize specially arranged (and/or general) volunteer service opportunities to their staff and clientele	Initiate Gimbel Grant Activities: Summer Field Trips for Children and their Families to Go Hiking			Scale-Up Gimbel Grant Activities: Fall Field Trips to Go Hiking and Trail Maintenance by High School students			Seek out / Apply for / Plan for Additional Funding Source(s) for promotion and other trail activities (including maintenance / construction)		Continue Gimbel Grant Activities: Spring/Summer Field Trips				
4) TRAIL MAINTENANCE "Conduct maintenance on the City's natural surface trails, including organizing work day events with the participation of volunteers."	Continue to schedule and implement 2-4 new work events per month until weather becomes prohibitive (e.g. Dec. - March)	Continue recruiting through TAOSF, SFFTS, and other local groups; Engage businesses (including bike shops) and summer schools			Continue recruiting through TAOSF, SFFTS, and other local groups; Engage high schools and employers, schedule work days as recruits are available			Continue recruiting through TAOSF, SFFTS, and other local groups; Schedule work days for high schools and employers						
5) TRAINING & EDUCATION "Provide training and education of volunteers in various trail stewardship issues such as trail design, construction, maintenance, erosion control, etc. Acquire knowledge and skills related to sustainable trails maintenance, crew leader and safety training, first aid, relevant AASHTO requirements, right of way, liability issues, tools and mechanical resources, and alternative transportation planning."	Support IMBA trainers / Trail Care Crew to expand training activities scheduled for September 2014; Continue to communicate with / encourage Santa Fe National Forest to conduct a crew leader training; Consider and implement options to hold a crew leader and /or general volunteer training at SFCT offices	Minimum of two work events on City Trails (DB, LT)	Minimum of two work events on City Trails (DB, LT, Sun Mtn., MRC/TC)	Minimum of two work events on City Trails (DB, LT, Sun Mtn., MRC/TC)	Minimum of two work events on City Trails (DB, LT, Sun Mtn., MRC/TC)	Minimum of two work events on City Trails (DB, LT, Sun Mtn., MRC/TC)					Minimum of two work events on City Trails	Minimum of two work events on City Trails	Minimum of two work events on City Trails	Minimum of two work events on City Trails
6) COMMUNITY EVENTS & PROMOTION "Conduct public outreach to promote the City of Santa Fe Trails System. Organize, publicize and coordinate at least four promotional community events per fiscal year... Participate in community events and produce articles and public service announcements in various media sources (print, on-line, radio) and pages on the Contractor's website describing the Services and highlighting program activities and volunteering opportunities."	Develop promotional events and materials in conjunction with Gimbel Grant funding, and in partnership with public health and recreation partners, including field trips to soft-surface trail systems for students and their families, starting with specific partners and targeted populations in July and August of 2014 and increasing scale with SFPS and other schools in September through November, 2014, and March - June, 2015; support City and partner efforts for Bike Month and Bike-to-Work Week in May 2015, particularly in order to promote use of City trails for recreation as well as transportation purposes; implement a promotional National Trails Day event in June 2015; work with City Public Information Officer to create other materials and media for use by the City, including video documentation of trail use, promotion, and maintenance; and participate in trail planning processes by the City, County, and other partners.		IMBA World Summit: Steamboat Springs CO, Aug. 20-23	IMBA Trail Care Crew/Expanded Training in S. Fe	Research Additional Outside Training Resources; Develop Internal Training Resources				Implement Additional Training Activity (-ies) for Local Trail Volunteers					
7) CITY CONTACTS "Coordinate with appropriate City staff and departments such as Public Works, Recreation, Planning, Engineering, etc. to ensure all actions taken to provide the Services comply with applicable City plans, policies and procedures. The Contractor will work closely with City staff to coordinate stewardship activities, for example, the removal of trash and vegetation collected by volunteers during designated work days."	Continue to meet with Public Works staff and BTAC to report on work undertaken and discuss future work planned, including proposed trail maintenance, re-routes and construction per relevant city and metropolitan plans; Coordinate with Parks and Open Space staff on maintenance needs requiring city labor and equipment and for guidance on certain maintenance tasks that can be undertaken by the Volunteer Coordinator and volunteers (e.g., repairs to signage in remote locations); continue to publicize City trails by communicating with outside partners seeking information on city trails; Prepare and provide materials on trails to City staff for web site and other media (see #6 Promotion); work with Recreation and other city staff in conjunction with promotional events	Develop Promotional Materials Relating to Gimbel Grant, e.g. "Passport to Santa Fe's Trails," for schoolchildren and their families			Promote Participation in IMBA Trail Care Crew visit; promote National Public Lands Day on Sept. 27, 2014			Promotion of Family Participation in Fall Field Trips funded through Gimbel Grant; At least one additional Summer and/or Fall "Community Cruise" by end of 2014				Dale Ball Day March 2015	Bike Month (May 2015): Assistance to Organize Events, including National Bike to School Day, Bike to Work Convoys, BTW Event, Community Cruise(s)	National Trails Day June 2015
8) COORDINATE DEVELOPMENT OF TRAIL SYSTEM "Coordinate with City and County staff and committees, and with other private and public partners, the collaborative development of City trails, bikeways, and pedestrian routes. This will include attendance at City meetings related to trails, as appropriate (BTAC, POSAC, City Council, etc.), presentations at neighborhood meetings, and assistance on trail, bikeway, and pedestrian planning for public agency staff, committee members, and other partners. Work with City planners and the Metropolitan Planning Organization to maximize connectivity and efficiency in the planning and implementation of the bicycle and pedestrian master plans. Monitor and report on directional signage needs and oversee installations."	Collaborate with City staff and consultants, BTAC, POSAC, SFFTS, The Nature Conservancy, TAOSF, SFFTS, trail volunteers, and other partners to identify, plan, and implement specific improvements to the City trail, bikeway, and walkway system.	ONGOING: (1) Quarterly Informational and Coordinating Meetings with City Trails staff, (2) Specific Ad-Hoc Meetings with Parks and Open Space Staff and other City Staff regarding coordination of specific maintenance activities (e.g. replacement of fallen sign posts by mid-Summer 2014), (3) Ongoing collaboration with Recreation and other city staff (e.g. public transit, Mayor's Office, public information officer, MPO) regarding promotional activities and events, (4) Provide updates and discussion with BTAC, POSAC, and/or other city advisory committees c. 4x per year												
9) REPORTING "Provide monthly invoice for Services provided to the City to the designated city staff liaison regarding work done the previous month. Report on activities via invoice submissions, presentations, and web site materials."	Continue to provide monthly summaries of work accomplished along with reports and other documents as evidence of deliverables in conjunction with monthly invoicing; provide links to specific materials on web site describing activities.	La Tierra Trails "Flow Trail": Collaborate with City and SFFTS to lay out, obtain archaeological clearance, and build												
		Dale Ball Trails: Cerro Gordo Trailhead, Re-route Connections from Junctions 29. Collaborate with The Nature Conservancy and volunteers to lay out, obtain clearance, and build.			Dale Ball Trails: Cerro Gordo Trailhead, Re-route Connections from Cerro Gordo Parking lot to north. Collaborate with The Nature Conservancy, City Water Division, and volunteers to lay out, obtain clearance, and build. Research La Tierra Trails Connections: From Dog Park and/or via Las Estrellas subdivision			La Tierra Trails: Work toward laying out, gaining clearances, and building connections from Dog Park and/or via Las Estrellas subdivision						
		Monthly Invoice and Report	Monthly Invoice and Report	Monthly Invoice and Report	Monthly Invoice and Report	Monthly Invoice and Report	Monthly Invoice and Report	Monthly Invoice and Report	Monthly Invoice and Report	Monthly Invoice and Report	Monthly Invoice and Report	Monthly Invoice and Report	Monthly Invoice and Report	





**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 | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| | MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| | LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| | MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| | GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor Santa Fe Conservation Trust

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: \$100,000.00

Termination Date: June 30, 2016

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Professional Services for Trails Volunteer Coordinator

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

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 \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$100,000.00



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

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

RFP RFQ Sole Source Other

6 **Procurement History:** Resolution 2013-86; Ordinance Bill 2014-22;
example: (First year of 4 year contract)

7 **Funding Source:** CIP Bond Funds **BU/Line Item:** 32803.510300.1014900

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Leroy Pacheco *[Signature]* Phone # x 6853

Division Contract Administrator: Sarah Yuma

Division Director: Eric Martinez *[Signature]*

Department Director: Isaac J. Pino, PE *[Signature]*

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

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:**

12 **Prior year's contract amount?:** N/A

13 **Describe service impact from an ongoing commitment to the contractor:** Local Non-Profit partner
(see attached).

14 **Why staff cannot perform the work?:** Local Non-Profit partner (see attached)

15 **If extending contract, why?:** N/A

16 **Was a Santa Fe company awarded contract? If not, why?:** Local Non-Profit partner (see attached)

17 **Has the contract has been approved as to form by City Attorney's Office?:** Yes

18 **Is this for City Manager or Council approval?:** City Council

To be recorded by City Clerk:

Contract # _____

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

**City Trail Volunteer Coordinator:
Activities by Santa Fe Conservation Trust,
Jan. – Oct., 2014**

The Trail Volunteer Coordinator was hired in late 2013 and began work at SFCT on Jan. 23, 2014. Details on trail work events and promotional events organized by the Trail Volunteer Coordinator in 2014 can be found on the SFCT web site at <http://sfct.org/trails/sfct-trail-events-in-2014> . The following bulleted lists summarize these and other services provided by the City Trail Volunteer Coordinator this year.

TRAIL WORK EVENTS:

From first city volunteer work day organized by the Trail Volunteer Coordinator (April 19, 2014) to present (Oct. 3, 2014):

- 16 Trail Work (maintenance) events organized by City Trail Volunteer Coordinator, mostly on Dale Ball Trails with some on La Tierra Trails
- Nearly 50 different volunteers have participated in these city trail work events, including members of Trails Alliance of Santa Fe, Santa Fe Fat Tire Society, & Santa Fe Waldorf High School.
- Volunteer hours worked on City Trails: approx. 384 hours (in addition to coordinator's time)

PROMOTIONAL EVENTS:

- Dale Ball Day (March 7, 2014), including work event on city trails not counted above (Masters Program volunteers provided through County Volunteer Coordinator)
- Southside Community Cruise (May 10, 2014), Community Bike Ride on City and County trails and streets
- Bike to Work Day (May 16, 2014), in collaboration with MPO, City, County, et al.
- Railyard Community Cruise (May 17, 2014), Community Bike Ride on City trails and streets
- National Trails Day (June 7, 2014), Ride "M" Bus and Hike on Dorothy Stewart Trail
- Hikes on Dale Ball Trails with City Summer Campers (July 9 and July 16)
- Hikes on Dale Ball Trails for School Field Trips: Camino Real Academy (former Agua Fria E.S.), Sept. 25, Oct. 2; scheduled for Oct. 9 and 16; also arranging trips for Ramirez-Thomas E.S.

TECHNICAL and PLANNING ASSISTANCE:

- General Information on City Trails and City Trail Planning to City staff, Bicycle Trails Advisory Committee (BTAC), general public, press (Santa Fe New Mexican, Green Fire Times, et al.) and private partners (e.g. National Geographic / Trailfinder Maps)
- Assessment of conditions: Dale Ball Trails, La Tierra Trails, Dorothy Stewart, Sun Mtn., Natural-surface City trails in subdivisions
- Input on Bicycle Wayfinding, Acequia Trail Planning, Foothill Trails Map
- Advise BTAC on Bicycle Master Plan priorities for Bond Reallocation
- Scope out and take planning steps toward city trail re-routes and new trail construction, working with City staff (Camino Cruz Blanca), The Nature Conservancy (Dale Ball Trails), and Santa Fe Fat Tire Society (La Tierra Trails / Flow Trail)



CERTIFICATE OF LIABILITY INSURANCE

SANTFEC-01

AHILL

DATE (MM/DD/YYYY)

6/24/2014

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0C36861 Chantilly-Alliant Ins Svc Inc 4530 Walney Rd Ste 200 Chantilly, VA 20151-2285	CONTACT NAME: Anna Hill
	PHONE (A/C, No, Ext): (703) 397-0977 FAX (A/C, No): (703) 397-0995 E-MAIL ADDRESS: ahill@alliant.com
INSURER(S) AFFORDING COVERAGE NAIC #	
INSURER A : Federal Insurance Company 20281	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Santa Fe Conservation Trust
PO Box 23985
Santa Fe, NM 87502

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			35352148	04/01/2014	04/01/2015	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 \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			35352148	04/01/2014	04/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79756714	04/01/2014	04/01/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	71744014	04/01/2014	04/01/2015	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Officers			81456506	08/07/2012	08/07/2014	Each Year 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Santa Fe is included as an additional insured on the general liability as required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 PO 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

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