ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 10/08/14
ITEM FROM FINANCE COMMITTEE MEETING OF 09/29/14

ISSUE:

13. Request for Approval of Amendment No. 3 to Professional Services Agreement – Manage City's Adopt-the-River and Adopt-an-Arroyo Programs; Santa Fe Watershed Association. (Brian Drypolcher)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 3 to professional services agreement to manage the City's Adopt-the-River and Adopt-an-Arroyo Programs with Santa Fe Watershed Association in the amount of $20,000 for a total amount of $58,281.00. Budget is available in water fund.

FUNDING SOURCE: 22401.510340

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

3-17-14

City of Santa Fe, New Mexico

memo

DATE: September 25, 2014

TO: Finance Committee

VIA: Teresita Garcia, Assistant Director
Finance Department

FROM: Robert Rodarte, Officer
Purchasing Division

ISSUE: Adopt the River/Arroyo Program:
Procurement Method: Sole Source/ Resolution 2001-67
Vendor: Santa Fe Watershed Association

SUMMARY:

The City of Santa Fe Roadway & Trails Division is requesting Sole Source Procurement approval to The Santa Fe Water Shed Association, for continued management of the Adopt-the River/arroyo program.

On October 10, 2001, the City of Santa Fe Council adopted Resolution 2001-67, titled:" A RESOLUTION TO CREATE THE ADOPT-RIVER –PROGRAM": The resolution identified The Santa Fe Watershed Association as the organization to implement this program.

As required, on August 10, 2014, the City of Santa Fe Purchasing Office, posted on the City Website a "sole source determination memo", which supports The Santa Fe Watershed Association as the only as the only qualified organization. On September 10, 2014, the posting on the Website met the 30 day requirement. No inquires or challenges were received at the City Purchasing Office.

Due to the age of Resolution 2001-67, which identifies The Santa Fe Watershed Association is the assigned organization to implement this program, the Purchasing Office determined that it was in the best interest of the City of Santa Fe, to post for 30 days to check for possible competition.

Costs and funding sources are identified in the attached memo, provided by the using division.

ACTION:

It is requested that this Sole Source award to The Santa Fe Watershed Association, for the continued implementation of the Adopt the river/arroyo program be approved and moved over to the City Council for consideration.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2001- 67

INTRODUCED BY:

A RESOLUTION

TO CREATE THE ADOPT-THE-RIVER PROGRAM.

WHEREAS, the City of Santa Fe is located along and has grown to its present state in large part due to its geographical situation along the Santa Fe River; and

WHEREAS, 17th, 18th and 19th century reports on the City remark on the clear trout stream that flowed through the town; and

WHEREAS, the Hydrographic Survey of 1914 listed 38 acequias diverting from the Santa Fe River to irrigate 1,267 acres of farmland; and

WHEREAS, well into the 20th century citizens of Santa Fe swam in, fished in and skated on the river; and

WHEREAS, in 1995 a group of citizens, with City support, drew up a River Corridor Master Plan to reverse the degradation of the river, restore its flow and its streamside vegetation, and create a trail along its length to reintroduce the people of Santa Fe to their river; and

WHEREAS, this plan was adopted as City policy by Resolution 1996-11 which was adopted by unanimous vote of the Governing Body; and

WHEREAS, "it takes a village to raise a child", and a whole community to heal a river.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that: the City of Santa Fe and the Santa Fe Watershed Association shall cooperate on the implementation of the Adopt-the-River program by engaging the business community, youth and other citizens of Santa Fe in restoring the river to its rightful place as the heart of this Villa Real.

BE IT FURTHER RESOLVED that all actions taken under the Adopt-the-River program shall be consistent with the guidance of the City of Santa Fe River Corridor Master Plan and all applicable state and local ordinances, regulations and statutes.

BE IT FURTHER RESOLVED that the Adopt-the-River program shall be managed by the Santa Fe Watershed Association pursuant to a contract with the City of Santa Fe, (a copy of which is attached hereto as Exhibit "A") in coordination with the City's River Coordinator or other designated staff liaison; and that no additional staff or resources of the City of Santa Fe will be required for the management of this program.

PASSED, APPROVED and ADOPTED this 10th day of October, 2001.

LARRY A. DELGADO, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

PETER A. DWYER, CITY ATTORNEY

Irene:Resolution/Adopt-the-River program

SOLE SOURCE REQUEST AND DETERMINATION FORM

This form must be forwarded to the Purchasing Officer for the City of Santa Fe Purchasing Office for processing.

Date: July 18, 2014

Prepared By: Alan G. Hook **Title:** Water Resources Analyst

Vendor Name: Santa Fe Watershed Association

Address: 1413 2nd St # 3, Santa Fe, NM 87505

City: Santa Fe **State:** NM **Zip Code:** 87505

Description of Good/Service to be Procured:

Estimated Cost: $145,823.53 **Term of Contract:** FY 2014-15

1. **Explain why this is the only available source that can be meet the needs of your department.**

The Santa Fe Watershed Association's (SFWA) long history of fostering collaborative solutions and advocating science-based policies focused on the Santa Fe River Watershed leaves them uniquely qualified to continue education and outreach work for the municipal watershed project. There is no other organization in Santa Fe that has the same focus and experience within the Santa Fe Municipal Watershed, nor is there another organization that has the same expertise in outdoor-experiential teaching, aligned with NM science standards and benchmarks, to teach Santa Fe's public school students about critical water and natural resource issues in the municipal watershed, as substantiated by the attached letters of support. Furthermore, SFWA has worked diligently to create relationships with teachers, school administrators, and the Santa Fe Public Schools transportation department. It would be impossible for any other individual or organization to implement a school year program in the fall of 2014. Please, see the attached memo from SFWA for details. Also, with ongoing construction at McClure Reservoir this year, SFWA is in ongoing conversations with two partners to obtain permission to use two alternate sites along the Santa Fe River. This would allow flexibility of the *My Water, My Watershed* programs during times of construction or limited access to the municipal watershed.

2. **Explain why this vendor is the only available source from which to obtain this product of service.**

[X] **The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or**

[ ] **Other reason, please explain in full. Attach additional sheets, if necessary.**

3. **Explain why the price is considered fair and reasonable.**

The quoted price for the Professional Services of the Santa Fe Watershed Association is in line with the FY 2013-14 and will include additional watershed hikes plus an Education & Outreach Annual Report summarizing the successes of the scope of services deliverables.

4. **Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)**

As the Santa Fe Municipal Watershed Management Program Manager, I have researched the various watershed education and outreach programs and associated individuals or organizations within New Mexico, but there is no other organization, especially locally, that is as uniquely qualified as the Santa Fe Watershed Association to continue implementing education and outreach activities under the Santa Fe Municipal Watershed Management Plan. Again, it would be impossible for any other individual or organization to implement an outdoor school year program, aligned with NM science standards and benchmarks, by the fall of 2014.

Approvals:

Based on the above facts, the Purchasing Office has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.

6/7/14

Robert Rodarte **Date**
Purchasing Officer

ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, SEPTEMBER 22, 2014

ITEM 7

REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT WITH SANTA FE WATERSHED ASSOCIATION (SFWA) TO EXTEND THE TERM OF THE AGREEMENT AND INCREASE COMPENSATION IN THE AMOUNT OF $20,000 INCLUDING APPLICABLE NEW MEXICO GROSS RECEIPTS TAX **(BRIAN DRYPOLCHER)**

PUBLIC WORKS COMMITTEE ACTION: Approved

FUNDING SOURCE: 22401.510340

SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR RIVERA	X		

City of Santa Fe, New Mexico

memo

DATE: August 27, 2014

TO: Public Works Committee

VIA: Isaac J. Pino, PE – Public Works Department Director
Eric Martinez, PE – Roadway & Trails Engineering Division Director
Leroy Pacheco, PE – River, Watershed & Trails Section Supervisor

FROM: Brian Drypolcher, River and Watershed Coordinator

ITEM/ISSUE:
REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT WITH SANTA FE WATERSHED ASSOCIATION (SFWA) TO EXTEND THE TERM OF THE AGREEMENT AND INCREASE COMPENSATION IN THE AMOUNT OF $20,000.00 INCLUDING APPLICABLE NEW MEXICO GROSS RECEIPTS TAX.

BACKGROUND/SUMMARY:
City of Santa Fe Resolution #2001-67 states that the Adopt-the-River program shall be managed by the Santa Fe Watershed Association (a copy of Resolution #2001-67 is attached). SFWA has administered the Adopt-the-River program since 2002. In 2012 the city's contract with SFWA was expanded to include an Adopt-an-Arroyo program. Similar to the Adopt-the-River program, the arroyos program identifies private, financial sponsors to provide supplemental support for the program. SFWA also works with neighborhood groups and others to facilitate citizen-volunteer arroyo clean-up activities and other activities for arroyo improvement.

On July 17, 2013 the city manager approved Professional Services Agreement #13-0681 which provides that the Santa Fe Watershed Association shall administer the City's Adopt-the-River and Adopt-an-Arroyo programs. PSA #13-0681 provides compensation in the amount $28,000.00. A copy of the original agreement #13-0681 is attached.

Under the scope of services for the programs, the SFWA provides valuable services that include:

- Recruiting and coordinating volunteers for river and arroyo clean-up and other stewardship activities;
- Educating the public regarding the function of the Santa Fe River and its arroyos, watershed restoration activities and storm water management;
- Conducting community outreach and advocacy for issues and activities that enhance the ecologic function of the Santa Fe River and its watershed;
- Developing an inventory of problem areas (e.g., areas of bank erosion and threats to city infrastructure) along the Santa Fe River's tributary arroyos to prioritize mitigation plans.

Summary of Original Agreement and Amendments (including applicable taxes):

Original Agreement	$28,000.00
Amendment No. 1	$3,281.00
Amendment No. 2	$7,000.00
Amendment No. 3	20,000.00
New Total Agreement Amount	$58,281.00

Funds for Amendment No. 3 are available in Business Unit/Line Item 22401.510340.

RECOMMENDED ACTION:
The Public Works Department recommends the following:
Approval of Amendment No. 3 to extend the term of the agreement with the Santa Fe Watershed Association to September 30, 2015 and increase compensation in the amount of $20,000.00, including applicable gross receipts tax.

Amendment History:

On October 23, 2013, the city manager approved Amendment No. 1 to the agreement. Amendment No.1 increased the contract amount by $3,281.00. Under the terms of Amendment No. 1 SFWA assisted the City with a direct mail campaign with water utility customers in order to promote the Santa Fe River Voluntary River Conservation Fund (the River Fund) and inform customers regarding recent changes in the status of the fund. A copy of Amendment No. 1 is attached.

The purpose of Amendment No. 2 was to extend the term of the existing agreement and to increase compensation in an amount congruent with the increase in services. In particular, the increase will provide for an additional three months of administration of the City's Adopt-the-River and Adopt-an-Arroyo watershed stewardship programs.

The purpose of Amendment No. 3 is to extend the term of the existing contract through to September 30, 2013 and provide an increase in compensation that is consistent with the extension of the term.

Attachments:
- Amendment No. 3
- Summary of Contracts
- Copy of original Agreement
- Copy of Amendment No. 1
- Copy of Amendment No. 2
- Copy of Resolution #2001-67

cc: David Catanach, director, Streets and Drainage Maintenance Division

CITY OF SANTA FE

AMENDMENT No. 3 TO

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 3 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 17, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Watershed Association (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to manage the City's Adopt-the-River and Adopt-an-Arroyo programs to recruit and supervise participating businesses, community groups and individuals to serve as stewards of the Santa Fe River and its tributary arroyos; to organize special events and volunteer efforts for trash removal and other channel improvement activities; and to serve as an advocate for issues and activities that enhance the ecologic functions of the Santa Fe River watershed.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3 is amended to increase the total amount of compensation by twenty thousand dollars and no cents ($20,000.00), inclusive of applicable gross receipts taxes. The Agreement shall be amended so that Article 3, A. reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed fifty-eight thousand, two hundred eighty-one dollars and no cents ($58,281.00), inclusive of applicable gross receipts taxes.

2. TERM AND EFFECTIVE DATE

Article 5 is amended to extend the term and effective date by a period of 17 weeks to establish a new date for termination of the agreement on September 30, 2015. The Agreement shall be amended so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when it is executed by the City and the Contractor whichever occurs last, and shall terminate on September 30, 2015, unless sooner pursuant to Article 6 of the Agreement.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

_____
JAVIER GONZALES, MAYOR

Date: _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
Santa Fe Watershed Association

By:_____
Signature

_____
Print name and title

CRS # 02-442369-00-6
City of Santa Fe Business
Registration # 14-000 94214

APPROVED AS TO FORM:

9/8/14

KELLEY A. BRENNEN, CITY ATTORNEY

APPROVED:

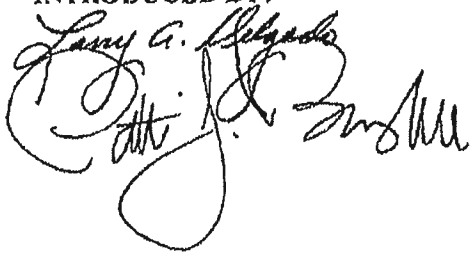
TERESITA GARCIA, ASSISTANT FINANCIAL DIRECTOR

Business Unit/Line Item: 22401.510340

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2001-67

INTRODUCED BY:



A RESOLUTION

TO CREATE THE ADOPT-THE-RIVER PROGRAM.

WHEREAS, the City of Santa Fe is located along and has grown to its present state in large part due to its geographical situation along the Santa Fe River; and

WHEREAS, 17th, 18th and 19th century reports on the City remark on the clear trout stream that flowed through the town; and

WHEREAS, the Hydrographic Survey of 1914 listed 38 acequias diverting from the Santa Fe River to irrigate 1,267 acres of farmland; and

WHEREAS, well into the 20th century citizens of Santa Fe swam in, fished in and skated on the river; and

WHEREAS, in 1995 a group of citizens, with City support, drew up a River Corridor Master Plan to reverse the degradation of the river, restore its flow and its streamside vegetation, and create a trail along its length to reintroduce the people of Santa Fe to their river; and

WHEREAS, this plan was adopted as City policy by Resolution 1996-11 which was adopted by unanimous vote of the Governing Body; and

WHEREAS, "it takes a village to raise a child", and a whole community to heal a river.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that: the City of Santa Fe and the Santa Fe Watershed Association shall cooperate on the implementation of the Adopt-the-River program by engaging the business community, youth and other citizens of Santa Fe in restoring the river to its rightful place as the heart of this Villa Real.

BE IT FURTHER RESOLVED that all actions taken under the Adopt-the-River program shall be consistent with the guidance of the City of Santa Fe River Corridor Master Plan and all applicable state and local ordinances, regulations and statutes.

BE IT FURTHER RESOLVED that the Adopt-the-River program shall be managed by the Santa Fe Watershed Association pursuant to a contract with the City of Santa Fe, (a copy of which is attached hereto as Exhibit "A") in coordination with the City's River Coordinator or other designated staff liaison; and that no additional staff or resources of the City of Santa Fe will be required for the management of this program.

PASSED, APPROVED and ADOPTED this 10th day of October, 2001.

Larry A. Delgado

LARRY A. DELGADO, MAYOR

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

PETER A. DWYER, CITY ATTORNEY

Irene:Resolution/Adopt-the-River program

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	☐	CONTRACT AGREEMENT	☐
MAINTENANCE AGREEMENT	☐	LICENSE AGREEMENT	☐
LEGAL SERVICES AGREEMENT	☐	MEMORANDUM OF UNDERSTANDING	☐
MEMORANDUM OF AGREEMENT	☐	JOINT POWERS AGREEMENTS	☐
GRANT AGREEMENTS	☐	PSA AMENDMENT	☑

2 Name of Contractor: Santa Fe Wateshed Association

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $28,000.00

Termination Date: July 31, 2014

☐ Approved by Council Date: _____

☑ or by City Manager Date: July 17, 2013

Contract is for: Professional services to administer the city's Adopt-the-River and Adopt-an-Arroyo programs

Amendment # 3 to the Original Contract# 13-0681

Increase/(Decrease) Amount $ 20,000.00

Extend Termination Date to: September 30, 2015

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for: Extend term, compensate accordingly.

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

☐ Plus GRT

☑ Inclusive of GRT

Amount $ 28,000.00 of original Contract# 13-0681 Termination Date: 07/31/2014
Reason: procure professional services as noted above

Amount $ 3,281.00 amendment # 1 Termination Date: 07/31/2014
Reason: add services to conduct promotional outreach for the SF River Fund

Amount $ 7,000.00 amendment # 2 Termination Date: 11/30/2014
Reason: extend term, compensate accordingly

Amount $ 20,000.00 amendment # 3 Termination Date: 12/30/2015
Reason: extend term, compensate accordingly

Total of Original Contract plus all amendments: $58,281.00

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:** Extending current agreement for the 2nd year, extending program for 13th year
example: (First year of 4 year contract)

7 **Funding Source:** Storm Water **BU/Line Item:** 22401 / 510300

8 **Any out-of-the ordinary or unusual issues or concerns:**
see attached memo
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Brian Drypolcher Phone # 955 6840

Division Contract Administrator: Sarah Yuma

Division Director: Eric Martinez

Department Director: Isaac J. Pino, PE

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:** negotiated fee

12 **Prior year's contract amount?:** See item 3 above.

13 **Describe service impact from an ongoing commitment to the contractor:**
fulfill the terms of resolution #2001-67

14 **Why staff cannot perform the work?:** No staff assigned. Not consistent with resolution #2001-67

15 **If extending contract, why?:** fulfill the terms of resolution #2001-67 and sustain a beneficial program

16 **Was a Santa Fe company awarded contract? If not, why?:** yes

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?:** Council

To be recorded by City Clerk:

Contract #

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

ITEM # 14-0447

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 17, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Watershed Association (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to manage the City's Adopt-the-River and Adopt-an-Arroyo programs to recruit and supervise participating businesses, community groups and individuals to serve as stewards of the Santa Fe River and its tributary arroyos; to organize special events and volunteer efforts for trash removal and other channel improvement activities; and to serve as an advocate for issues and activities that enhance the ecologic functions of the Santa Fe River watershed.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3 is amended to increase the total amount of compensation by seven thousand dollars and no cents ($7,000.00), inclusive of applicable gross receipts taxes. The Agreement shall be amended so that Article 3, A. reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed thirty-eight thousand, two hundred eighty-one dollars and no cents ($38,281.00), inclusive of applicable gross receipts taxes.

2. TERM AND EFFECTIVE DATE

Article 5 is amended to extend the term and effective date by a period of 17 weeks to establish a new date for termination of the agreement on November 30, 2014. The Agreement shall be amended so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when it is executed by the City and the Contractor whichever occurs last, and shall terminate on November 30, 2014, unless sooner pursuant to Article 6 of the Agreement.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

BRIAN K SNYDER,
CITY MANAGER

Date: 6-12-14

CONTRACTOR:
Santa Fe Watershed Association

By: _____
Signature

Andy Otto, Executive Director
Print name and title

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

CRS # 02-442369-00-6
City of Santa Fe Business
Registration # 14-00094214

APPROVED AS TO FORM:

KELLEY A. BRENNAN, INTERIM CITY ATTORNEY 5/30/14

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR

Business Unit/Line Item: 22401.510100

City of Santa Fe, New Mexico

memo

DATE: May 29, 2014

TO: Brian K. Snyder, City Manager

VIA: Isaac J. Pino, PE – Public Works Department Director
Eric Martinez, PE – Roadway & Trails Engineering Division Director
Leroy Pacheco, PE – River, Watershed & Trails Section Supervisor

FROM: Brian Drypolcher, River and Watershed Coordinator

ITEM/ISSUE:
REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO THE AGREEMENT WITH SANTA FE WATERSHED ASSOCIATION TO EXTEND THE TERM OF THE AGREEMENT AND INCREASE COMPENSATION IN THE AMOUNT OF $7000.00 INCLUDING NEW MEXICO GROSS RECEIPTS TAX.

BACKGROUND/SUMMARY:
On July 17, 2013 the city manager approved Professional Services Agreement #13-0681 which provides that the Santa Fe Watershed Association (SFWA) shall administer the City's Adopt-the-River and Adopt-an-Arroyo programs. PSA #13-0681 provides compensation in the amount $28,000.00. A copy of the original agreement #13-0681 is attached.

Under the scope of services for the programs, the SFWA provides valuable services that include:

- Recruiting and coordinating volunteers for river and arroyo clean-up and other stewardship activities;
- Educating the public regarding the function of the Santa Fe River and its arroyos, watershed restoration activities and storm water management;
- Conducting community outreach and advocacy for issues and activities that enhance the ecologic function of the Santa Fe River and its watershed;
- Developing an inventory of problem areas (e.g., areas of bank erosion and threats to city infrastructure) along the Santa Fe River's tributary arroyos to prioritize mitigation plans.

Subsequently, on October 23, 2013, the city manager approved Amendment No. 1 to the agreement. Amendment No.1 increased the contract amount by $3,281.00. Under the terms of Amendment No. 1 SFWA assisted the City with a direct mail campaign with water utility customers in order to promote the Santa Fe River Voluntary River Conservation Fund (the River Fund) and inform customers regarding recent changes in the status of the fund. A copy of Amendment No. 1 is attached.

The purpose of Amendment No. 2, the subject of this memo, is to extend the term of the current agreement and to increase compensation in an amount congruent with the increase in services. In particular, the increase will provide for an additional three months of administration of the City's Adopt-the-River and Adopt-an-Arroyo watershed stewardship programs.

Summary of Original Agreement and Amendments (including applicable taxes):

Original Agreement	$28,000.00
Amendment No. 1	$3,281.00
Amendment No. 2	$7,000.00
New Total Agreement Amount	$38,281.00

Funds for Amendment No. 2 are available in Business Unit/Line Item 22401.510100.

RECOMMENDED ACTION:
The Public Works Department recommends the following:
Approval of Amendment No. 2 to extend the term of the agreement with the Santa Fe Watershed Association and increase compensation in the amount of $7000.00, including applicable gross receipts tax.

Attachments: Amendment No. 2
Summary of Contracts
Copy of original Agreement
Copy of Amendment No. 1

cc: David Catanach, director, Streets and Drainage Maintenance Division

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

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

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

2 Name of Contractor Santa Fe Watershed Association (SFWA)

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $28,000.00

Termination Date: July 31, 2014

☐ Approved by Council Date:

☑ or by City Manager Date: July 17, 2013

Contract is for: Professional services to administer City of Santa Fe Adopt-the-River and Adopt-an-Arroyo programs

Amendment # 2 to the Original Contract# 13-0681

Increase/(Decrease) Amount $ 7,000

Extend Termination Date to: November 30, 2014

☐ Approved by Council Date:

☐ or by City Manager Date:

Amendment is for: To extend the term of the contract and increase the compensation accordingly.

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

Amount $ 28,000.00 of original Contract# 13-0681 Termination Date: 07/31/2014
Reason: Procure professinonal services for Adopt-the-River and Adopt-an-Arroyo programs

Amount $ 3,281.00 amendment # 1 Termination Date: 07/31/2014
Reason: Add services to conduct a promotional outreach mailing for the SF River Fund

Amount $ 7,000.00 amendment # 2 Termination Date: 11/30/2014
Reason: Extend term of contract and increase compensation accordingly.

Amount $ amendment # Termination Date:
Reason:

Total of Original Contract plus all amendments: $ 38,281.00

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

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

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☑ Per Council Resolution 2001-67 Date: July 17, 2013

Other _____

6 **Procurement History:** Extending agreement beyond initial one-year term of existing agreement
example: (First year of 4 year contract)

7 **Funding Source:** Exp Storm Water Drainage **BU/Line Item:** 22401.5101

8 **Any out-of-the ordinary or unusual issues or concerns:**
NA
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Brian Drypolcher

Phone # (505) 955-6840

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

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/17/2014

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
Reynolds Insurance
400 Kiva Court
Santa Fe NM 87505

CONTACT NAME: Dena Crain
PHONE (A/C, No, Ext): (505) 467-6203 FAX (A/C, No): (505) 983-9145
E-MAIL ADDRESS: dcrain@reynoldsinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Santa Fe Watershed Association
1413 Second St., Ste 3
Santa Fe NM 87505-3435

COVERAGES CERTIFICATE NUMBER: CL1461708542 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		PHPK1151509	3/19/2014	3/19/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER
City Of Santa Fe
P O Box 909
Santa Fe, NM 87504-0909

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jake Rodar/DC

ACORD 25 (2010/05)
INS025 (2010/05) 01
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ITEM # 13-1060

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 17, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Watershed Association (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to manage the City's Adopt-the-River and Adopt-an-Arroyo Programs to recruit and supervise participating businesses, community groups and individuals to serve as stewards of the Santa Fe River and its tributary arroyos; to organize special events and volunteer efforts for trash removal and other channel improvement activities; and to serve as an advocate for issues and activities that enhance the ecologic functions of the Santa Fe River watershed.

B. The City seeks to utilize the Contractor's expertise in community organizing and outreach, and the Contractor's good standing as an advocate for river and watershed improvement activities, to assist the City in its efforts to promote the Santa Fe River, Voluntary River Conservation Fund (the "River Fund").

C. At its inception, use of the River Fund was restricted to the purchase or leasing of water rights to provide flowing water for the Santa Fe River or the Rio Grande. Since establishing the River Fund in 2006, the city has learned that it is extremely difficult and costly to acquire water rights in quantities that will provide meaningful benefits for the City. Currently, without acquiring new water rights, the City has been able to provide for substantial periods of river flow through the City's annual Target Flow program. With the Target Flow program, the City has committed that up to 1000 acre feet of water will be passed through our reservoirs for

river flows through town each year. In addition to the simple beauty of a flowing stream, water in the river supports local ground water recharge, and maintains healthy plant life for shade, cooling, wildlife habitat and erosion control.

Because the acquisition of new water rights on the river will not result in meaningful benefits for the river, and because a new and better approach has been developed for increasing river flows, the City Council recently passed an ordinance to expand the purposes of the River Fund (Ordinance No. 2013-9, adopted February 27, 2013). The terms of the new ordinance now provide for funding for "projects that will improve the flow of the water in the Santa Fe River in ways that enhance the ecosystems of the Santa Fe River and its riparian corridor." These expanded purposes will include activities such as the planting of trees, shrubs and grasses for beautification and erosion control (including bank erosion and down-cutting of the river bed) and storm water management projects to reduce erosion and pollution and support river-side plant life.

D. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 is amended to revise the Scope of Services so that Article 1, new paragraph B., reads as follows:

B. Implement direct mail outreach to contact individuals, households and organizations that have made financial contributions into the River Fund. The direct mail outreach will request that contributors to the River Fund provide a response to the City and agree to modify the restricted purposes of each contributor's respective contribution into the River Fund. The direct mail outreach will communicate to contributors that contributions made prior to the

February, 2013 amendment of the River Fund ordinance were made with the understanding that expenditures of the River Fund would be restricted to the acquisition of water rights only. Under the terms of the current, amended ordinance (No. 2013-9), funds may now be utilized for projects that will improve the flow of the water in the Santa Fe River in ways that enhance the ecosystems of the Santa Fe River and its riparian corridor. The direct mail outreach will ask contributors to provide affirmative, written consent to enable the City to utilize funds that were collected prior to adoption of Ordinance No. 2013-9 for the updated purposes as defined in Ordinance No. 2013-9. Contractor shall implement the direct mail outreach as further described in the letter and quote provided by the Contractor, dated 9-27-13, attached hereto and made a part hereof as Exhibit "A".

2. COMPENSATION

Article 3 is amended to increase the total amount of compensation by three thousand, two hundred and eighty-one dollars and no cents ($3,281.00), inclusive of applicable gross receipts taxes. The Agreement shall be amended so that Article 3, A. reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed thirty-one thousand, two hundred eighty-one dollars and no cents ($31,281.00), inclusive of applicable gross receipts taxes.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the City of Santa Fe Professional Services Agreement as of the date set forth below.

CITY OF SANTA FE:

BRIAN K SNYDER,
CITY MANAGER

Date: 10-23-13

CONTRACTOR:
Santa Fe Watershed Association

By: _____
Signature

Felicity Broennan, Ex. Director
Print name and title

CRS # 02-442369-00-6
City of Santa Fe Business
Registration # 94214

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY 10/16/13

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR 10/24/13

Business Unit/Line Item: 52300.510300

4

Exhibit A

1413 Second Street, Suite 3
Santa Fe, NM 87505
(505) 820-1696; fax 986-9132
info@santafewatershed.org
www.santafewatershed.org

Brian Drypolcher
City of Santa Fe
River & Watershed Coordinator

9-27-13

Dear Brian,

As we talked about, the Santa Fe Watershed Association is pleased to submit a quote for the City of Santa Fe rate-payers' communication regarding the Santa Fe River Fund. Please find attached.

If you have any questions do not hesitate to contact me. We appreciate the opportunity to support this project, thank you.

Sincerely,

Felicity Broennan
Executive Director

This quote represents charges for the creation and design of a solicitation letter and reply postcard to the 899 City of Santa Fe Water Division rate payers who have contributed to the Santa Fe River fund to obtain their consent regarding the disposition of the fund:

Part 1.	
Draft solicitation letter & finalize copy with City staff approval	$350.
Design mail package consisting of: letter, return card, envelope; produce mock ups for City approval prior to printing	$450.
List reconciliation	$240.
Print letters, cards, & envelopes	$880.
Labels	$180.
Part 2.	
Collating, Stuffing & Mailing labor	$460.
Postage x 900 pieces (stamped return cards & envelopes)	$721.
TOTAL	**$3,281**

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 ☐ CONTRACT AGREEMENT ☐
MAINTENANCE AGREEMENT ☐ LICENSE AGREEMENT ☐
LEGAL SERVICES AGREEMENT ☐ MEMORANDUM OF UNDERSTANDING ☐
MEMORANDUM OF AGREEMENT ☐ JOINT POWERS AGREEMENTS ☐
GRANT AGREEMENTS ☐ PSA AMENDMENT ☒

2 Name of Contractor Santa Fe Watershed Association

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $28,000.00

Termination Date: July 31, 2014

☐ Approved by Council Date:

☑ or by City Manager Date:

Contract is for: Manage city's Adopt-the-River and Adopt-an-Arroyo programs; provide education, outreach and advocacy regarding for river and watershed ecology and hydrology

Amendment # 1 to the Original Contract# 13-0681

Increase/(Decrease) Amount $ 3,281.00

Extend Termination Date to: na

☐ Approved by Council Date:

☐ or by City Manager Date:

Amendment is for: To conduct direct mail outreach to Santa Fe River Fund contributors to request consent for new terms to be applied to restricted monies in the Fund.

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

Amount $ 28,000.00 of original Contract# 13-0681 Termination Date: 07/31/2014
Reason: Manage Adopt-the-River and Adopt-an-Arroyo programs; provide education and...

Amount $ 3,281.00 amendment # one Termination Date: 07/31/2014
Reason: Conduct outreach to River Fund contributors regarding disposition of the Fund

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: $31,281.00

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:** Seeking approval of Amendment One for additional services. See attached memo.
example: (First year of 4 year contract)

7 **Funding Source:** Water Division **BU/Line Item:** 52300.5103

8 **Any out-of-the ordinary or unusual issues or concerns:**
See attached memo.
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Brian Drypolcher Phone # 505 955 6840

Division Contract Administrator: Sarah Yuma

Division Director: Eric Martinez

Department Director: Isaac J. Pino, PE

10 **Certificate of Insurance attached.** (If original Contract) X

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

12 **Prior year's contract amount?:**

13 **Describe service impact from an ongoing commitment to the contractor:**
Continuity of service; benefits of working with a local nonprofit agency in good standing in the community

14 **Why staff cannot perform the work?:** Staff are assigned other priority projects subject to critical timeframes

15 **If extending contract, why?:** na

16 **Was a Santa Fe company awarded contract? If not, why?:** Yes.

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

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

To be recorded by City Clerk:

Contract #

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

ITEM # 13-0681

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 Watershed Association (SFWA), 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:

A. Manage the Adopt-the-River Program (the "Program") to bring community investment, through both financial contributions and citizen volunteer efforts, toward restoring and maintaining the Santa Fe River, within the City limits, as approved by the Santa Fe City Council on October 10, 2001 pursuant to Resolution No. 2001-67. Management of the Program will entail:

(1) Develop plans for restoring and maintaining twenty-five (25) reaches of the Santa Fe River that are adopted by one or more participating businesses, individuals or community groups.

(2) Develop plans for restoring and maintaining the Santa Fe River's tributary arroyos. Assess needs for interventions (such as bank stabilization and erosion control) to protect property and City infrastructure; establish criteria to guide a range of projects to improve City arroyos; establish a

sponsorship and citizen-volunteer stewardship program for arroyo clean-up and improvement projects.

(3) Research, and make application to, prospective third-party funding sources to fund development of a comprehensive vegetation management plan for the Santa Fe River Corridor within the Santa Fe City limits.

(4) Recruit, organize, and manage participating businesses, community organizations, and community members to serve as river and arroyo stewards (volunteers who provide trash removal, vegetation management, advocacy, etc.) and river and arroyo sponsors (monetary sponsors).

(5) Organize and support regular (weekly, monthly, or bi-monthly) trash removal, vegetation management and assessment days for the river and arroyo reaches. Trash and vegetation will be placed in areas designated by the City and removed by the City. The Contractor will notify the City five days in advance of changes to steward schedules. Any request for pesticide application, such as herbicide treatment for invasive species, shall be submitted through the Parks Division Director's office at least two weeks in advance by a written request describing the project involving pesticide.

(6) Post and maintain one hanging sign on each of the twenty five (25) reaches from Armijo Park to Frenchy's Field, promoting the Adopt-the-River Program and highlighting the City, SFWA, Sponsor and Steward. Signs will be created, placed and

maintained by SFWA. Any new or replacement poles will be installed by the City.

(7) Provide training and education of volunteers in watershed issues such as river restoration, water conservation, storm water management, riparian vegetation, hazardous waste handling, and awareness of homeless issues.

(8) Organize, publicize and coordinate three river-wide community all river clean-up events: Fall River Crawl in October, Love Your River Day in February, and National River Clean-up in May.

(9) Coordinate with City staff to ensure all actions taken in the Program comply with applicable City plans, policies and procedures.

(10) Provide monthly reports to the river and watershed coordinator regarding work done the previous month.

(11) Conduct public outreach to promote the Program and the Santa Fe River Voluntary Conservation Fund. This will include presentations at neighborhood meetings and community events, articles and advertisements in various media sources (print, on-line, radio) and pages on the Contractor's website describing the programs and highlighting program activities.

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 twenty-eight thousand dollars ($28,000), 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. Payment shall be made upon receipt and approval 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 terminate on July 31, 2014, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written 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, 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, then 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:
Public Works Department
Roadway and Trails
Engineering Division
P.O. Box 909
Santa Fe, NM 87504

Contractor:
Santa Fe Watershed Assoc.
Executive Director
1413 Second Street, Ste. 3
Santa Fe, NM 87505

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: 7-17-13

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
SANTA FE WATERSHED ASSOC.

By: Felicity Broennan
EXECUTIVE DIRECTOR

CRS # 02-442369-00-6
City of Santa Fe Business
Registration #94214

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY 5/31/13

APPROVED:

MARCOS A. TAPIA, DIRECTOR 7/17/13
FINANCE DEPARTMENT
22401.510300

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/5/2013

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.

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PRODUCER
Reynolds Insurance
400 Kiva Court

Santa Fe NM 87505

CONTACT NAME: Paulette Maynes
PHONE (A/C, No, Ext): (505) 983-4353 FAX (A/C, No): (505) 983-9146
E-MAIL ADDRESS: pmaynes@reynoldsinsurance.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A: American Hallmark
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

INSURED
Santa Fe Watershed Association
1413 Second St., Ste 3

Santa Fe NM 87505

COVERAGES CERTIFICATE NUMBER: 13/14 GL 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		44GL409002-12	3/19/2013	3/19/2014	EACH OCCURRENCE $ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100000 MED EXP (Any one person) $ 5000 PERSONAL & ADV INJURY $ 100000 GENERAL AGGREGATE $ 200000 PRODUCTS - COMP/OP AGG $ INCLUDE $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

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

CERTIFICATE HOLDER

City Of Santa Fe
P O Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jake Rodar/PM

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