

City of Santa Fe, New Mexico

memo

DATE: August 21, 2014

TO: Finance Committee

FROM: Robert Rodarte, Officer 
Purchasing Division

VIA: Teresita Garcia, Assistant Finance Director 
Finance Department

SUBJECT: Service Agreement for support of education and outreach program
Vendor: Santa Fe Watershed Association
Procurement Method: Sole Source

The Purchasing Division is requesting the procurement of professional services to Santa Fe Watershed Association in the amount \$145,823.53, in support of education and outreach for the Santa Fe Municipal Watershed Management Program.

Funding for this procurement is available in account number 52359.572960 (Water – CIP Project – WIP Design) in the amount of \$295,420.00.

As stated in the City of Santa Fe Purchasing Manual, Section 16.0 Sole Source Requirements: Sole Source items over \$50,000.00 requires City Council approval and are required to be posted to the City Purchasing Web Site for a period of thirty days. The sole source was posted to the website on August 10, 2014 and the deadline is September 10, 2014, Purchasing Division has not received any additional submittals.

ACTION REQUESTED:

It is requested that this procurement award to Santa Fe Watershed Association, in the amount of \$145,823.53, be approved and submitted to the City Council for consideration.

City of Santa Fe, New Mexico

memo

Date: August 18, 2014
To: Finance Committee
Public Utilities Committee
Via: Nick Schiavo, Public Utility Dept. & Water Division Director *NSF*
From: Alan G. Hook, Water Resources Coordinator A. G. H.
Subject: Request for approval of sole source professional services agreement with the Santa Fe Watershed Association in support of education and outreach for the Santa Fe Municipal Watershed Management Program.

Background

An integral part of the Santa Fe Municipal Watershed Management Program is community education and outreach. To foster community support for ongoing forest and watershed management activities, which protect our valuable municipal surface water supply from catastrophic wildfire, past community engagement has focused on raising awareness about the local hydrologic cycle, the City of Santa Fe's (City) water supply system, forest and riparian ecology, wildfire protection, principles of watershed restoration, natural and cultural history, and the impacts of drought and climate change on our water resources. Furthermore, as the United States Forest Service's (USFS) Environmental Assessment (EA) for the proposed thinning of the wilderness portion of the municipal watershed will soon be finalized and the release of the Record of Decision (ROD) is pending, the need for community understanding and acceptance the on-going forest thinning work to protect the City's water supply has never been more important.

The Santa Fe Watershed Association has served as the City's contractor leading a number of education and outreach activities including:

- "My Water, My Watershed" public school programs (up to 45 in-class plus outdoor, field classes per year for all of Santa Fe public school district's elementary students);
- Middle & high school environmental monitoring (teaching students about their environment and water resources issues through hands-on science);
- Public watershed tours for City residents (5 hikes per year, including two van tours);
- Community meetings with business groups, neighborhood associations, non-profits and community organizers to inform the general public of activities occurring in the Santa Fe Municipal Watershed (6 community meetings per year);
- City water utility brochures (2 per year, addressing topics such as watershed restoration, drought, and smoke from prescribed burning) ;
- Bi-annual newsletter;

- Watershed program website design and development;
- Watershed video/DVD production (27 min. documentary on the City's water system and wildfire threat to the municipal watershed); and
- Climate Master's Program, modeled after NM Environment Department's program, successfully educating up to 25 participants in a 30 hour program on climate change related to water resources and forest ecology and possible future impacts on the City of Santa Fe's water resources.

In order to continue this valuable education and outreach work which engages diverse groups within the community and imparts important messages about persistent water/natural resource issues facing the City's water utility and the USFS, City staff requests to establish a new contract with the Santa Fe Watershed Association (SFWA) through December 31, 2015. In their role as an advocate and major stakeholder for the entire Santa Fe River Watershed, SFWA has a long history of advocacy and valuable expert service work on a number of high-profile initiatives including: leading development of the Watershed Resource Action Strategy (WRAS) in 2002, forming and leading the Technical Advisory Group (TAG) in support of the USFS Environmental Impact Statement (EIS) for the 2002 Santa Fe Municipal Watershed Thinning Project, developing the managing the Adapt-the-River Program, staffing the Santa Fe River Children's Fishing Derby, and supporting passage of the City's Living River ordinance.

The attached proposed scope of work for SFWA's new contract includes all of the previously mentioned education and outreach activities, with the exception of the video/DVD production which was a one-time effort. However, the new scope of work includes: 1) a Kid-friendly Santa Fe River Watershed video for educational purposes and 2) an Annual Report citing results of the 4th-5th grade classroom and field visits, the middle/high school monitoring, amount of participants in the watershed tours, number of participants in the climate master's program, number of successful community programs, website updates, and the subject matter of the utility billing inserts & newsletters. Also, the public watershed tours will increase from 5 per year to 10 per year and still include two van tours.

Unique Qualifications

The SFWA's 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.

Due Diligence

The following link is to The Nature Conservancy's on-line Rio Grande Water Fund map, listing education and outreach programs in New Mexico.

<http://tnc.maps.arcgis.com/apps/Edit/index.html?appid=839c530d73474715b9ce55f366881de7> . 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 SFWA 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.

Attached is the Justification Memo with the supporting documents for a sole source professional services agreement with the Santa Fe Watershed Association and signed by the Purchasing Department Director. The bid was posted on the City of Santa Fe's Bid/RFPs website on August 10, 2014 and is listed to close on September 10, 2014.

Recommended Action

Approve a sole source professional services agreement with the Santa Fe Watershed Association in the amount of \$145,823.53 not including applicable gross receipts tax. Funds are available for this agreement under fund 52359.572960.

CC: Rick Carpenter, Water Resources & Conservation Manager
Maya Martinez, Public Utilities Financial Administrator

Attachment: Signed justification memo for sole source professional services agreement with Santa Fe Watershed Association in support of education & outreach for the Santa Fe Municipal Watershed Management Program.

City of Santa Fe, New Mexico

memo

Date: July 22, 2014
To: Robert Rodarte, Purchasing Department Director ✓
Via: Nick Schiavo, Acting Public Utility Dept. & Water Division Director NS
From: Alan G. Hook, Water Resources Coordinator A.G.H.
Subject: Request for approval of sole source professional services agreement with the Santa Fe Watershed Association in support of education and outreach for the Santa Fe Municipal Watershed Management Program.

Background

An integral part of the Santa Fe Municipal Watershed Management Program is community education and outreach. To foster community support for ongoing forest and watershed management activities, which protect our valuable municipal surface water supply from catastrophic wildfire, past community engagement has focused on raising awareness about the local hydrologic cycle, the City of Santa Fe's (City) water supply system, forest and riparian ecology, wildfire protection, principles of watershed restoration, natural and cultural history, and the impacts of drought and climate change on our water resources. Furthermore, as the United States Forest Service's (USFS) Environmental Assessment (EA) for the proposed thinning of the wilderness portion of the municipal watershed will soon be finalized and the release of the Record of Decision (ROD) is pending, the need for community understanding and acceptance the on-going forest thinning work to protect the City's water supply has never been more important.

The Santa Fe Watershed Association has served as the City's contractor leading a number of education and outreach activities including:

- "My Water, My Watershed" public school programs (up to 45 in-class plus outdoor, field classes per year for all of Santa Fe public school district's 5th and 6th grade students);
- Middle & high school environmental monitoring (teaching students about their environment and water resources issues through hands-on science);
- Public watershed hikes for City residents (4 per year, including two van tours);
- Community meetings with business groups, neighborhood associations, non-profits and community organizers to inform the general public of activities occurring in the Santa Fe Municipal Watershed (6 community meetings per year);
- City water utility brochures (2 per year, addressing topics such as watershed restoration, drought, and smoke from prescribed burning);
- Bi-annual newsletter;
- Watershed program website design and development;

- Watershed video/DVD production (27 min. documentary on the City's water system and wildfire threat to the municipal watershed); and
- Climate Master's Program, modeled after NM Environment Department's program, successfully educating up to 25 participants in a 30 hour program on climate change related to water resources and forest ecology and possible future impacts on the City of Santa Fe's water resources.

In order to continue this valuable education and outreach work which engages diverse groups within the community and imparts important messages about persistent water/natural resource issues facing the City's water utility and the USFS, City staff requests to establish a new 1-year contract with the Santa Fe Watershed Association (SFWA). In their role as an advocate and major stakeholder for the entire Santa Fe River Watershed, SFWA has a long history of advocacy and valuable expert service work on a number of high-profile initiatives including: leading development of the Watershed Resource Action Strategy (WRAS) in 2002, forming and leading the Technical Advisory Group (TAG) in support of the USFS Environmental Impact Statement (EIS) for the 2002 Santa Fe Municipal Watershed Thinning Project, developing the managing the Adapt-the-River Program, staffing the Santa Fe River Children's Fishing Derby, and supporting passage of the City's Living River ordinance.

The attached proposed scope of work for SFWA's new contract includes all of the previously mentioned education and outreach activities, with the exception of the video/DVD production which was a one-time effort. However, the new scope of work includes: 1) a Kid-friendly Santa Fe River Watershed video for educational purposes and 2) an Annual Report citing results of the 4th 5th grade classroom and field visits, the middle/high school monitoring, amount of participants in the watershed tours, number of participants in the climate master's program, number of successful community programs, website updates, and the subject matter of the utility billing inserts & newsletters.

Unique Qualifications

The SFWA's 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.

Due Diligence

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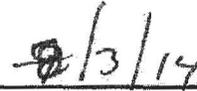
Recommended Action

Approve the justification for a sole source new professional services agreement with the Santa Fe Watershed Association in the amount of \$145,823.53 not including applicable gross receipts tax.

- Approved
 Not Approved



Robert Rodarte, Purchasing Department Director



Date

CC: Maya Martinez, Public Utilities Financial Administrator

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.

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.

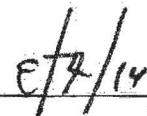
4. Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)

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.


Robert Rodarte
Purchasing Officer


Date

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 (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

SCOPE OF SERVICES:

A. In support of the City of Santa Fe's Municipal Watershed Management Program, the Contractor shall provide watershed educational outreach, including: forest and riparian ecology, natural and cultural history, and water issues to the general public and to Santa Fe youth. The goals of the outreach to the Santa Fe community are to create greater awareness and a sense of ownership toward the municipal watershed and the entire Santa Fe River watershed as a whole, plus an appreciation for pressing water resource issues such as drought and climate change and fostering community support for the ongoing forest and watershed management activities, which protect the City of Santa Fe's drinking water supply.

Contractor will obtain City approval for all information made available to the public under this contract, including brochures, publications, utility billing inserts, newsletters, on-line content, video, articles, and press releases. Contractor shall follow Watershed Access Policy Guidelines for all entry to the closed Santa Fe Municipal Watershed.

B. Specific Scope of Work shall include:

1) My Water, My Watershed - Field Program

Multiple classroom visits with a corresponding field trip is a more effective means of educating youth than a single classroom visit and is more costly. Contractor shall conduct an experiential, hands-on, science-based education program to forty six classrooms. This program provides a classroom session introducing watersheds and methods used to evaluate the health of an environment. This is

followed by an all-day field visit to the watershed to investigate, explore and collect data. The program culminates in a classroom session to evaluate and interpret their data along with exploring ideas for water conservation. All activities are correlated to state education science standards and benchmarks. Additional activities and evaluations are made available for teachers prior to and/or following the final classroom visits.

Deliverable: Two classroom programs and one field visit for a total of 46 school classes, serving approx. 1150 students over the contract period. The Contractor shall coordinate with the teachers and public school transportation system to provide buses for the field portion of the program. Costs included cover the cost of the buses for transportation and a restroom facility in the watershed. Also, costs included cover the Contractor securing alternative sites for the program outside the municipal watershed while municipal reservoir construction activities are occurring. The Contractor shall coordinate all planned classroom field trips with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate this program. The Water Division director or the City Manager may revoke previously granted watershed access, should watershed conditions change. Should any of the required Deliverables be cancelled due to revocation of any previously granted watershed access authorization, the Contractor shall be compensated for the hours expended for that Deliverable up to the time of cancellation.

2) Middle &/or High School Monitoring - Monitoring Program

Monitoring is an effective strategy to engage middle and high school students in watershed management. These students visit the upper watershed in the fall and spring to collect data on water quality, vegetation, and wildlife indicators. Students analyze the data and present the information on the watershed website. All activities are correlated to state science education standards and benchmarks. Additional activities and evaluations are made available for teachers prior to and/or following these classroom visits.

Deliverable: The Contractor shall develop and implement an educational program for six classes serving approx. 150 students, to study water quality and forest health. The program includes one classroom visit and one field visit per class to the upper watershed to collect data.

The Contractor shall coordinate all planned monitoring program activities with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate this program. The Water Division director or the City Manager may revoke previously granted watershed access, should watershed conditions change. Should any of the required Deliverables be cancelled due to revocation of any previously granted watershed access authorization, the Contractor shall be compensated for the hours expended for that Deliverable up to the time of cancellation.

3) Public Hikes and Van Trips – Municipal Watershed Tours

The best way to get people interested in the Santa Fe River watershed is to have them experience it directly. These Municipal Watershed tours will be offered from April through October. Eight of the ten watershed tours will be five mile hiking tours; two of the watershed tours will be a driving tour for accessibility to those who otherwise could not complete the hiking tours. All public hiking tours will be approximately five hours round trip due to walking; the driving tour will be two and a half hours round trip. Each tour will provide an overview of the watershed's natural history, fire ecology, vegetation and water management, as follows:

- Natural history: local flora and fauna, and human impacts upon them
- Fire ecology: fire history and fire regimes of forest types within the watershed
- Vegetation management: the need for thinning and burning, smoke education, and management strategies in Wilderness Area versus lower vegetation zones
- Water management: reservoirs, river health, and mechanisms for preserving water quality
- Cultural history: water use and management over the last 400 years

Deliverables: Ten guided tours of the municipal watershed, which include eight hiking tours and two driving tours. The Contractor shall publicize the watershed tours (with the intent to recruit participants from underrepresented areas of the city), organize speakers, register and fill-out the necessary city access forms, and lead each outing.

A handout with basic information on each subject will be available for all participants. The handout will be developed in collaboration with all partners, with the USFS providing information on fire ecology and vegetation management, and the City providing information about water management and wildland urban fire.

The Contractor shall coordinate all planned public watershed hikes, including van tours, with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate these watershed activities. The Water Division director or the City Manager may revoke previously granted watershed access, should watershed conditions change. Should any of the required Deliverables be cancelled due to revocation of any previously granted watershed access authorization, the Contractor shall be compensated for the hours expended for that Deliverable up to the time of cancellation. The Contractor shall not charge a fee or request a donation of any municipal watershed tour participant.

4) New Mexico Climate Masters Program

Climate Change has become a reality, and nowhere is it seen more dramatically than in the drying of the forest and lessening of the surface water supply, especially the Santa Fe River. To help promote education of the impacts of climate change, and focus outreach efforts toward community leaders, activists, and residents pursuing continuing education, the Contractor has designed an adult learning program that emphasizes the need for mitigation strategies, careful resource planning and water use in the Santa Fe River watershed.

Deliverables: The Contractor shall implement a New Mexico Climate Masters Program modeled after the New Mexico Environment Department's successful program. Up to 25 participants will go through a 30 hour program (10 classroom sessions at two and a half hours each session, along with a 5 hour field trip) covering topics from transportation, energy efficiency, consumption and waste, and water resources and forest ecology with specific attention to impacts of climate change to Santa Fe's surface water resources and the implications for future planning and use. The participants will take a field trip into the municipal watershed, coordinated by the SFWA education staff, to learn about ongoing efforts to protect the City's water supply from catastrophic wildfire and about the City's water utility's infrastructure, diverse water supply portfolio, and long range management strategies to ensure safe, reliable water supply.

The Contractor shall coordinate the planned NM Climate Masters Program field trip with City personnel in compliance with the City's Watershed Access Policy and as advised by City staff to accommodate these watershed activities. The Water Division director or the City Manager may revoke previously granted watershed access, should watershed conditions change. Should any of the required Deliverables be cancelled due to revocation of any previously granted watershed access authorization, the Contractor shall be compensated for the hours expended for that Deliverable up to the time of cancellation.

In addition to the classroom experience, participants are expected to complete 30 hours of community carbon reduction and water conservation outreach service as part of their individual or group projects. The Contractor shall approve of and support the student-designed projects, which the Contractor shall highlight in the newsletter.

5) Community Meeting Presentations

Another excellent way of teaching the value of healthy forests and the protection of Santa Fe's surface water supply is through public presentations with community groups.

Deliverable: The Contractor will organize and present six talks, concerning the Santa Fe Municipal Watershed Management Program, per year in public venues to organizations such as: Association of Realtors, Rotary Club, Kiwanis Club, League of Women Voters, Elks Club, Old Santa Fe Association, Santa Fe Realty

Association, Santa Fe Homebuilders Association, the Unitarian Church Congregation (presented as a public meeting, open to everyone), Journey Santa Fe, and others as deemed appropriate by Contractor and the City's Water Division.

6) City of Santa Fe Utility Brochure/Insert Content & Design

Deliverable: Brochure/Insert prepared for the City's utility billing customers highlighting various aspects of the Santa Fe Municipal Watershed Management Program, including related topics and issues. Contractor shall prepare a draft mock-up of the insert for City review and approval, and upon incorporation of City comments proceed with printing of approximately 35,000 inserts and deliver them to the City's utility billing department for inclusion in the utility billing mailing. The Contractor shall produce two brochures/inserts per year.

7) Newsletter

Deliverable: The Contractor shall draft a newsletter that will include highlighting the Santa Fe Municipal Watershed Management Program, including all related topics and issues. Water Division personnel will review content prior to publishing and shall provide comments within seven business days of receipt of the content. Upon incorporation of City comments the Contractor shall print 1,000 copies twice per year and mail them to the Contractor's member recipients and "Watershedders" list.

8) Website Design and Web Upload

Deliverable: The Contractor shall develop website content and design for the Santa Fe Municipal Watershed Management Program hosted by the City and work with Water Division personnel to review, approve, and upload the final product. The website will be updated with current status of the Santa Fe Municipal Watershed Management Program goals, milestones and announcements as necessary for the duration of the contract.

9) Kid-Friendly Santa Fe River Watershed Video

Although a 25 minute video was developed to describe the Santa Fe Municipal Watershed Management Plan, this original video was geared for an adult audience. A 3-5 minute video will be developed that will be geared for a 4th-5th grade audience, the same age group that participates in the My Water, My Watershed Program. This video will help students understand basic concepts like the definition of a watershed and where Nichols and McClure Reservoirs are situated in the Santa Fe River Watershed. This video will be posted online and will be advertised to 4th and 5th grade teachers throughout the Santa Fe Public School district as well as private elementary schools throughout Santa Fe. This video will introduce upper elementary youth to the project as well as encourage teachers to sign up for the My Water, My Watershed Program.

Deliverable: The Kid-friendly Santa Fe River Watershed video will be in a MP4 format and be posted on the Contractor website and YouTube's website. Contractor will provide the City with 30 DVDs for distribution.

10) Annual Report

An educational outreach Annual Report citing results of the My Water, My Watershed 4th-5th grade classroom and field visit, including the pre and post-tests; number of students involved in the My Water, My Watershed program; results of the middle/high school monitoring, including the amount of students; amount of participants in the municipal watershed tours; number of participants in the climate master's program; number of successful community programs; website updates; the subject matter of the utility billing inserts & newsletters; number of visits to kid-friendly video post on YouTube; and number of schools/classrooms through the fall of 2015 that have viewed the kid-friendly video.

Deliverable: Contractor will deliver at least two printed copies of the educational outreach Annual Report and one electronic version to the City of Santa Fe Water Division. Contractor will present information from the final version of the Annual Report to the City of Santa Fe's governing body and other associated committees, commissions, or boards, such as Public Utilities Committee, River Commission, or Buckman Direct Diversion Board, upon request.

2. STANDARD OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one hundred forty five thousand eight hundred twenty three dollars and 53/100's (\$145,823.53) plus of applicable gross receipts taxes as outlined in Exhibit "A" attached hereto.

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.

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 December 31, 2015, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 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:
Water Division Director
Water Division
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
Santa Fe Watershed Association
1413 Second Street
Suite 3
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 Watershed Assoc.

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

CRS #0044242
City of Santa Fe Business
Registration # 14-00094214

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 8/21/14
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

TERESITA GARCIA,
ASSISTANT FINANCE DEPARTMENT

52359.572960
Business Unit Line Item

Exhibit A

**Santa Fe Municipal Watershed
Education & Outreach Costs**

**My Water, My Watershed Field
Classroom Program**

Printing costs (flyers, journals, assessments, confirmation letters, identification keys, letter to chaperones, teacher evaluations, poems, etc.)	\$140.00
Materials and supplies (field equipment, makers, nametages, first aid supplies, replacement of walkie talkies, nets, boots, etc.)	\$257.00
Port-a-pottie rental	\$30.00
Staff time for advertising (1 hour @ \$48.50/hr)	\$48.50
Staff time for scheduling and prep work (12.5 hours @ \$48.50/hr)	\$606.25
Staff time for implementation (8.5 hours @ \$48.50/hr)	\$412.25
Staff time for wrap-up (1 hour @ \$48.50/hr)	\$48.50
Admin (10%)	\$154.25
<i>Total cost per program for My Water, My Watershed</i>	<i>\$1,696.75</i>
Staff time for securing alternate site including MOUs with landowners, adaptation of program to alternative sites (160 hours @ \$48.50/hr)	\$7,760.00
<i>Total cost for 46 My Water, My Watershed programs</i>	<i>\$85,810.50</i>
Transportation costs per class for My Water, My Watershed field trip	\$130.00
<i>Transportation costs for 46 My Water, My Watershed field trip</i>	<i>\$5,980.00</i>

Middle/High School Monitoring

Printing costs (flyers, confirmation letters, identification keys, data sheets, letter to chaperones, teacher evaluations, etc.)	\$60.00
Materials and supplies (field equipment, makers, nametages, first aid supplies, replacement of walkie talkies, nets, boots, etc.)	\$133.00
Port-a-pottie rental	\$30.00
Staff time for advertising (.5 hour @ \$48.50/hr)	\$24.25
Staff time for scheduling and prep work (10 hours @ \$48.50/hr)	\$485.00
Staff time for implementation (7 hours @ \$48.50/hr)	\$339.50
Staff time for wrap-up (1 hour @ \$48.50/hr)	\$24.25
Transportation costs	\$130.00
Admin (10%)	\$109.60
<i>Total cost per program for Middle School/High School Monitoring</i>	<i>\$1,335.60</i>
<i>Total costs for 6 Middle School/High School Monitoring Program</i>	<i>\$8,013.60</i>

Upper Watershed Tours

Hikes	Printing costs (flyers and handouts)	\$50.00
	Staff time for advertising (1 hour @ \$48.50/hr)	\$48.50
	Staff time for registering and coordinating (5 hours @ \$48.50/hr)	\$242.50
	Staff time for prep (1 hour @ \$48.50/hr)	\$48.50
	Staff time for implementing (6 hours @ \$48.50/hr)	\$291.00
	Staff time for wrap up (1 hour @ \$48.50/hr)	\$48.50
	Admin (10%)	\$72.90
	<i>Total cost per Upper Watershed hike</i>	\$801.90
	<i>Total costs for 8 Upper Watershed hikes</i>	\$6,415.20
Van Trips	Printing costs (flyers and handouts)	\$50.00
	Staff time for advertising (1 hour @ \$48.50/hr)	\$48.50
	Staff time for registering and coordinating (4 hours @ \$48.50/hr)	\$194.00
	Staff time for prep (1 hour @ \$48.50/hr)	\$48.50
	Staff time for implementing (3 hours @ \$48.50/hr)	\$145.50
	Staff time for wrap up (1 hour @ \$48.50/hr)	\$48.50
	Van Rental	\$200.00
	Admin (10%)	\$73.50
	<i>Total cost per Upper Watershed van trip</i>	\$808.50
	<i>Total costs for 2 Upper Watershed van trips</i>	\$1,617.00
	<i>Total costs for 10 Upper Watershed tours</i>	\$8,032.20

NM Climate Masters Program

Printing costs (handbooks, handouts, flyers, etc.)	\$1,000.00
Staff time for advertising (10 hours @ \$48.50/hr)	\$485.00
Staff time for registering and coordinating (50 hours @ \$48.50/hr)	\$2,425.00
Staff time for prep (40 hours @ \$48.50/hr)	\$1,940.00
Staff time for implementing (30 hours @ \$48.50/hr)	\$1,455.00
Staff time for wrap up (15 sessions x 1 hour @ \$48.50/hr)	\$727.50
<i>Total costs for one session of NM Climate Masters</i>	<i>\$8,032.50</i>
<i>City's share for one session of NM Climate Masters (the other costs are raised through other fundraising sources)</i>	<i>\$3,000.00</i>

Community Meetings

Materials and printing costs	\$65.00
Staff time for registering and coordinating (4 hours @ \$48.50/hr)	\$194.00
Staff time for prep (2 hours @ \$48.50/hr)	\$97.00
Staff time for implementing (2 hours @ \$48.50/hr)	\$97.00
Staff time for wrap up (1 hour @ \$48.50/hr)	\$48.50
<i>Total costs for one community meeting</i>	<i>\$501.50</i>
<i>Total costs for 6 community meetings</i>	<i>\$3,009.00</i>

Utility Bill Inserts

Staff time for researching and writing content (30 hours @ \$48.50/hr)	\$1,455.00
Staff time for coordinating edits from City staff, graphic design, and printing (23 hours @ \$48.50/hr)	\$1,115.50
Graphic design	\$1,000.00
Printing costs	\$3,250.00
Admin (10%)	\$682.05
<i>Total costs for one utility bill insert</i>	<i>\$7,502.55</i>
<i>Total costs for 2 utility bill inserts</i>	<i>\$15,005.10</i>

Newsletters

Staff time for researching and writing content (50 hours @ \$48.50/hr)	\$2,425.00
Staff time for coordinating edits from City staff, graphic design, and printing (12 hours @ \$48.50/hr)	\$582.00
Graphic design	\$1,500.00
Printing costs	\$3,000.00
<i>Total costs for one newsletter</i>	<i>\$7,507.00</i>
<i>City's Share for 2 newsletters</i>	<i>\$6,000.00</i>

Website content updates

Staff time for researching and writing content (37.5 hours @ \$48.50/hr)	\$1,818.75
Admin (10%)	\$181.88
Total costs for website content updates	\$2,000.63

Kid-friendly Santa Fe River Watershed video

Staff time for developing content and scripting material (45 hours @ \$48.50/hr)	\$2,182.50
Total costs for developing content and scripting material for kid-friendly UW video	\$2,182.50

Annual Report development

Staff time for writing content and compiling results from assessments and evaluations (100 hours @ \$48.50/hr)	\$4,850.00
Staff time for final edits, layout, printing, and distribution (40 hours @ \$48.50/hr)	\$1,940.00
Total costs for developing and finalizing annual report	\$6,790.00

TOTAL SANTA FE MUNICIPAL WATERSHED OUTREACH & EDUCATION PROGRAM COSTS	\$145,823.53
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Attachment 1

**Santa Fe Municipal Watershed
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***Total costs for developing content and
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and distribution (40 hours@ \$48.50/hr) \$1,940.00

***Total costs for developing and
finalizing annual report*** **\$6,790.00**

**TOTAL SANTA FE MUNICIPAL
WATERSHED OUTREACH &
EDUCATION PROGRAM COSTS** **\$145,823.53**



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).

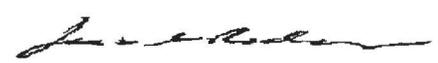
PRODUCER Reynolds Insurance 400 Kiva Court Santa Fe NM 87505	CONTACT NAME: Dena Crain PHONE (A/C, No, Ext): (505) 467-6203 FAX (A/C, No): (505) 983-9145 E-MAIL ADDRESS: dcrain@reynoldsinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Santa Fe Watershed Association 1413 Second St., Ste 3 Santa Fe NM 87505-3435	INSURER A: Philadelphia Indemnity Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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		PHPK1151509	3/19/2014	3/19/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 



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

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$145,823.53

Termination Date: December 31, 2015

Approved by Council Date: Pending

or by City Manager Date: _____

Contract is for: Education and outreach

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 \$ 145,823.53 of original Contract# pending Termination Date: 12/31/2015

Reason: education & outreach

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 145,824



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 _____ Date: August 1, 2014

Other _____

6 Procurement History: Sole Source
example: (First year of 4 year contract)

7 Funding Source: water BU/Line Item: 52359.57296

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: _____

Phone # _____

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: