

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Santa Fe Conservation Trust (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 Maintenance and Conservation Services for the City of Santa Fe, which is also be depicted in the Contractor's Work Plan (RFP#19/01/P) (Exhibit "A" attached hereto and incorporated herein):

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

B. Develop an on-going plan for restoring and maintaining natural surface trails within the City of Santa Fe Trail system. Assess maintenance needs (such as trail conditions and erosion control, sign, vegetation management, etc.) to protect property and City infrastructure to best serve trail users and the general public. Establish criteria to guide a range of volunteer project to improve city trails. Research, and make application to, prospective third-party funding sources to fund development of alternative public/private funding partnership for the City of Santa Fe trails system at their discretion.

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

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

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

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

G. Coordinate with appropriate City staff and departments such as Public Works, Parks and Recreation, Planning, Engineering, Public Safety, Risk Management etc. to ensure all actions taken to provide the Services comply with applicable City plans, policies and procedures. The Contractor will work closely with staff to coordinate stewardship activities, for example, the removal of trash and vegetation collected by volunteers during designated work days.

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

I. Provided monthly invoice for Services rendered to the City's designated City staff liaison regarding work performed for the previous month. Report on activities via invoice submission, presentation and web site materials.

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 fifty thousand dollars (\$50,000.00), 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, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City and Contractor.

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 terminate on June 30, 2022, 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, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

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

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

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

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

the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

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

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

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

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

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:
Parks Division
1142 Siler Rd.
Santa Fe, NM 87504-0909

Contractor:
Santa Fe Conservation Trust
P.O. Box 23985
Santa Fe, NM 87502

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

CITY OF SANTA FE:


ERIK LITZENBERG, CITY MANAGER

DATE: 10/17/18

CONTRACTOR:

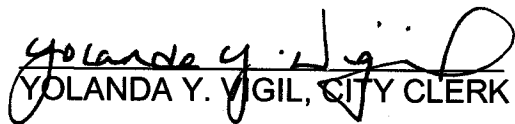
Santa Fe Conservation Trust


Sarah Noss, Executive Director

DATE: 10-18-18

CRS#022-665-33001
City of Santa Fe Business
Registration # 18-00112846

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK *all*

APPROVED AS TO FORM:

 10/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 10/17 *all*
MARY MCCOY, FINANCE DIRECTOR

Business Unit Line Item
12110.510310

SFCT / CITY OF SANTA FE, TRAIL VOLUNTEER COORDINATOR WORKPLAN
for Sept. 1 2018 - Aug. 31 2019

TASKS	Workplan activities for 2018-2019
1) NEEDS ASSESSMENT	Continue to make field visits and receive observations and input from volunteers, trail users, and city staff, tracking location and type of specific needs as well as work accomplished; make field visits and otherwise confer with City and other partners in order to assess specific needs and to plan and implement solutions to improve City trails
2) RESEARCH AND FUNDING	Continue to utilize Grant funding and other private funding for field trips and for GUSTO trail planning and implementation; continue to work with Partners in Education to support field trips; seek additional funding to assist with trail development, maintenance, and promotion, in coordination with City.
3) STEWARD RECRUITMENT	Continue Recruitment for scheduled work events through SFCT, TAOSF and SFFTS via e-mail, web site, social media, and public events; Engage school volunteer sources; Recruit new members of public, particularly through special promotional events and among trail users; Engage private businesses to publicize specially arranged (and/or general) volunteer service opportunities to their staff and clientele
4) TRAIL MAINTENANCE	Continue to schedule and implement 2-4 trail maintenance and/or construction work events per month unless weather and ground conditions are prohibitive (e.g. Nov. - Feb.)
5) TRAINING & EDUCATION	Support trail training offered by IMBA, Santa Fe National Forest, and any other partners; Provide training to new volunteer groups, e.g. from The Masters Program, Capital High School, YouthWorks, Boys & Girls Club; Consider other options to hold crew leader, general volunteer, and trail planning training events
6) COMMUNITY EVENTS & PROMOTION	Continue field trips to soft-surface trail systems (c. 30 per year) for SFFS students and their families; distribute promotional materials and prizes for "Passport to Trails"; work with City and partners to promote use of area trails for recreation and transportation through Bike Month events and other community bicycle rides and hikes; coordinate collaborative efforts to promote walking outings in City Parks/Trails through VAMONOS Santa Fe Walks; Implement promotional community events on 2-3 special trail days, possibly to include Dale Ball Day in March, National Trails Day and/or Take a Kid Hiking Day in June, and National Public Lands Day in September; work with City Public Information Officer to create other materials and media for use by the City, including video documentation of trail use, promotion, and maintenance; work with City GIS staff to improve mapping; publicize and participate in other trail promotion and planning processes by the City, County, and other partners; provide trail information to general public through web site, e-mails, social media, and per request
7) CITY CONTACTS	Continue to meet with Parks and Recreation, Public Works, BTAC, and PARC to report on work undertaken and coordinate future work planned, including proposed trail maintenance, re-routes and construction per relevant city and metropolitan plans; Coordinate with Parks and Open Space staff on maintenance needs requiring city labor and equipment and for guidance on certain maintenance tasks in and around parks that can be undertaken by the Volunteer Coordinator and volunteers; continue to publicize City trails by communicating with outside partners seeking information on city trails; Prepare and provide materials on trails to City staff for web site and other media (see #6 Promotion); work with Recreation and other city staff in conjunction with promotional events
8) COORDINATE DEVELOPMENT OF TRAIL SYSTEM	Collaborate with City staff and consultants, BTAC, PARC, SFFTS, The Nature Conservancy, TAOSF, SFFTS, trail volunteers, private landowners, and other partners to identify, plan, and implement specific improvements to the City trail, bikeway, and walkway system; attend relevant trail and bikeway planning meetings and otherwise provide professional input; plan for and implement the vision of the "Grand Unified Santa Fe Trails Organization" (GUSTO) as it relates to trails in the city and serving city needs, per City Council resolution of support
9) REPORTING	Continue to provide monthly and annual summaries of work accomplished along with reports and other documents as evidence of deliverables in conjunction with monthly invoicing; provide links to specific materials developed on SFCT web site describing City Trail Volunteer Coordinator activities.

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