



City of Santa Fe, New Mexico

Memorandum



DATE: October 22, 2020

TO: Jarel LaPan Hill, City Manager

VIA: Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shirlene E. Sitton, Environmental Service Division Director SS

FROM: Carol J. Branch, KSFB Executive Director CB

ITEM AND ISSUE:

Request approval of the adopter listed on the Adopt-a-Median Service Contract.

BACKGROUND AND SUMMARY:

The adopter is entering into a contract with the City of Santa Fe and Keep Santa Fe Beautiful Committee Inc. (KSFB) to adopt a median listed on the Adopt-a-Median Services Agreement. The contract provides a scope of work including the responsibility of the adopter and KSFB.

PROCUREMENT METHOD:

The Agreement is of no cost to the City and the adopter is required to pay KSFB \$100.00 (current) or \$500.00 (new) to enter into the new agreement. The new adopter's initial fee will include a maximum of two signs. All adopters are responsible to pay a yearly maintenance fee of \$100.00 each subsequent year. There is no money exchange between the adopter and the City of Santa Fe. Fees will be paid directly to the 501C3 non-profit organization Keep Santa Fe Beautiful Committee, Inc.

CONTRACT NUMBER:

A Munis contract number is not required. There will be no money exchange between the adopter and the City of Santa Fe.

FUNDING SOURCE:

This contract does not require a funding source. The adopter's fee will be paid directly to the non-profit, Keep Santa Fe Beautiful. There is no money exchange between the adopter and the City of Santa Fe.

ACTION REQUESTED:

Staff is respectfully requesting review and approval to enter into a contract with the adopter listed on the Adopt-a-Median Services agreement.

Attachments

Adopt-A-Median Service Agreement (approved as to form)
Insurance Certificate
City of Santa Fe Volunteer Waiver Form









KSFB memo

Final Audit Report

2020-10-23

Created:	2020-10-22
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMlvurAuOnfvIAfxECmtG1yzWPK-rQzCy

"KSFB memo" History

-  Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
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-  Document emailed to Carol Branch (cjbranch@santafenm.gov) for signature
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2020-10-23 - 2:31:53 PM GMT- IP address: 172.58.107.209
-  Document e-signed by Shirlene Sitton (sesitton@santafenm.gov)
Signature Date: 2020-10-23 - 2:57:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-10-23 - 2:57:34 PM GMT

CITY OF SANTA FE and KEEP SANTA FE BEAUTIFUL, INC.

ADOPT-A-MEDIAN SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City of Santa Fe," in association with Keep Santa Fe Beautiful, hereinafter referred to as "KSFB," and The RainCatcher, Inc.

Name of business cont., hereinafter referred to as the "Adopter," and is effective as of the date set forth below upon which it is executed by the Parties.

KSFB has instituted an Adopt-a-Median program to support and supplement the City's efforts to beautify and maintain medians by obtaining volunteer support from civic-minded entities and individuals; and Adopter desires to "adopt" a street median by voluntarily providing certain services.

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK.

A. The Adopter shall perform the following work:

1) Adopter shall provide the following prescribed services at the following median location(s):

1.) 5th Street and Lado

Street Name and closest cross street

2.) 5th Street and Aspen (1)

Street Name and closest cross street

3.) 5th Street and Aspen (2)

Street Name and closest cross street

2) Before commencing any work on the intended median, Adopter must complete the following trainings and plans, contingent on approval by the City:

- a. Attend and complete an approved Work Zone Safety Training class, and submit an associated Work Zone Safety Plan;
- b. Attend required program orientation as scheduled by the City and KSFB;
- c. Accept an approved landscape design plan provided by the City; or submit an alternate landscape design plan.

3) Adopter shall install or maintain approved median elements as prescribed in the approved median design plan within 30 days of completion of all safety and design prerequisites as described in #2 within this scope of work;

4) KSFB will install a sign acknowledging the Adopter after the median elements have been installed and/or upon commencement of median maintenance for those with pre-existing landscape elements;

5) Adopter will provide ongoing monthly and quarterly maintenance as described in the Performance Measures section. Adopter will adhere to approved

landscaping plan for installation and maintenance. *The approved median design plan will be considered the standard to which the median is maintained.*

B. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1) Adopter shall perform the following basic median maintenance tasks at least once per month:

- a. removal of litter and debris;
- b. eliminate weeds and overgrown vegetation;
- c. sweeping of slab-type median.

2) The adopter shall conduct a minimum of four (4) landscape maintenance work days per year to address major seasonal or occasional maintenance needs to ensure the landscape elements adhere to the approved median design plan, including but not limited to:

- a. seasonal clearing of dead leaves and pruning perennials and grasses;
- b. trimming and pruning of vegetation as the Adopter or City deems is necessary;
- b. replacement of dead or damaged shrubs or vegetation when needed.

3) Adopter shall submit a prescribed performance report within seven days after each maintenance event;

4) Adopter's Work Zone Safety trained designee must be present at each maintenance event, and ensure that all work complies with the approved Work Zone Safety Plan as appropriate for the specific median location.

Keep Santa Fe Beautiful will perform the following Performance Measures:

- 1) KSFB will administer the Adopt-a-Median program on behalf of the City, and as directed by City-designated staff;
- 2) KSFB will purchase and install a median sign acknowledging the adopter;
- 3) KSFB will plan and conduct a program orientation for new adopters at least once per year and develop and supply informational materials for all adopters;
- 4) KSFB will review submitted reports from adopters to ensure maintenance compliance;
- 5) Adopted medians will be observed at least once per month by KSFB, and a report of compliance issues will be remitted to the City;
- 6) KSFB will send notifications of non-compliance to adopters when medians do not meet performance measures as listed above, and as specified in the Scope of Work;
- 7) Adopters will be acknowledged and promoted by KSFB through public outreach and information programs; and at its yearly volunteer thank-you banquet event.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal of being a clean, beautiful and welcoming city.

2. CONDITIONS AND REQUIREMENTS

- A. The Adopter, sub volunteers, and any of Adopter's agents shall sign the attached City of Santa Fe Volunteer Waiver Form before performance of any median maintenance. No volunteer shall be allowed to work without the Waiver Form on file with the City.
- B. The Adopter shall sign the attached Statement of Responsibility and Waiver of Liability upon execution of this Agreement.
- C. All Volunteers working with Adopter must be a minimum of 16 years of age.
- D. Adopter will ensure compliance with its' Work Zone Safety Plan, which includes (but is not limited to) safety vests for all workers and appropriate traffic cone placement during job detail. Area must have traffic cones and any other required equipment as prescribed by the Work zone Safety Plan.

3. COMPENSATION

- A. Adopter shall pay City \$500.00 for each Adopt-a-Median sign at the time of contract submittal. A yearly maintenance fee of \$100.00 will be due within 30 days of the annual contract renewal date. If Adopter maintains more than one median, the renewal fees are \$100.00 for the first median, and \$25.00 for each additional median due within 30 days of the renewal date.
- B. Adopter agrees to receive no fee, money, remuneration or reimbursement of any kind whatsoever from the City for the services and responsibilities set forth in this Agreement. The Adopter shall bear all costs of the installation of the approved median design plan.
- C. Adopter acknowledges that the City owns the medians and all vegetation, hardscape materials, or any other items the Adopter installs on the median; and this material may be maintained or removed at the sole discretion of the City either during the contract term, or upon its termination.

4. TERM

The term of this agreement shall be five (5) years, renewed annually upon completion of annual training and payment of annual maintenance fee.

5. TERMINATION

- A. Non-compliance of any of the requirements in the Scope of Work or the Conditions and Requirements, or breach of this Agreement by the Adopter, or its agents of any other kind, shall result in the immediate termination of this Agreement and forfeiture of the

adopted median and any rights or responsibilities of the Adopter and the City under this Agreement.

B. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 15 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. STATUS OF ADOPTER

The Adopter and its authorized agents, sub volunteers and/or Adopter's employees, are independent volunteers performing professional services for the City and are not employees of the City. The Adopter, 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.

7. 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 Adopter. 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.

8. INSURANCE

The Adopter, at its own cost and expense, is requested to buy 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 the 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 Adopter shall furnish the City with a Copy of a Certificate of Insurance or other evidence of Adopter's compliance with the provisions of this section as a condition prior to performing services under this Agreement. Adopter is requested to also obtain and maintain Workers Compensation insurance, required by law, to provide coverage for Adopter's employees throughout the term of this Agreement. Adopter shall provide the City with evidence of its compliance with such requirements.

9. INDEMNIFICATION

The Adopter, sub volunteers and/or its Adopter's authorized agents 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 Adopter's performance under this Agreement as well as the performance of Adopter's employees, agents, representatives and sub volunteers.

10. SUBCONTRACTING OR ASSIGNMENT

The Adopter shall not subcontract or assign any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. CONFLICT OF INTEREST

The Adopter 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 or services required under this Agreement.

12. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

13. 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 understanding 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.

14. REPRESENTATIONS AND WARRANTIES

The Adopter hereby warrants that it is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

15. APPLICABLE LAW

This Agreement shall be governed by the ordinances of the city of Santa Fe and the laws of the state of New Mexico.

CITY OF SANTA FE:

Jarel LaPan Hill

Jarel LaPan Hill (Nov 6, 2020 08:56 MST)

JAREL LA PAN HILL, CITY MANAGER

DATE: Nov 6, 2020

ADOPTER:



SIGNATURE

THE RAINCATCHER INC.

ADOPTER'S NAME

DATE: 3/3/20

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CITY ATTORNEY'S OFFICE:

XIV
XIV

Marcos Martinez

Marcos Martinez (Aug 10, 2020 15:21 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/05/2020

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 have ADDITIONAL INSURED provisions or 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 LOUISA DEAN 2649 LOUISIANA BLVD NE ALBUQUERQUE NM 87110		CONTACT NAME: LOUISA DEAN PHONE (A/C, NO, EXT): 505-830-0345 FAX (A/C, NO): 505-830-0297 E-MAIL ADDRESS: LDEAN@FARMERSAGENT.COM																						
INSURED RAIN CATCHER INC 1925 ASPEN R SUITE 102A SANTA FE NM 87505		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>SCOTTSDALE INSURANCE CO</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>MID CENTURY INSURANCE GROUP</td> <td>21887</td> </tr> <tr> <td>INSURER C:</td> <td>TRUCK INSURANCE EXCHANGE</td> <td>21709</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	SCOTTSDALE INSURANCE CO		INSURER B:	MID CENTURY INSURANCE GROUP	21887	INSURER C:	TRUCK INSURANCE EXCHANGE	21709	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		CPS2989704	04/25/2019	04/25/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 100,000
	<input checked="" type="checkbox"/> RENTED EQUIPMENT						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Rented Equipment \$ 100,000
B	AUTOMOBILE LIABILITY	X		605448635	04/25/2019	04/25/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
C	BUILDING INLAND MARINE			605448656	04/05/2019	04/05/2020	LIMIT \$177,500 LIMIT \$38,000

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe Keep Santa Fe Beautiful- Adopt a Median 200 Lincoln Ave. SANTA FE NM 87504-0909	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 <i>Jessica Stenall</i>
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CITY OF SANTA FE VOLUNTEER WAIVER FORM

Department/Division Adopt A Median Date 3/5/20

Reese Baker 2/28/77 Under 18?
Name of Volunteer (print) Date of Birth (Complete Parental Consent)

125 Aspen Drive #102 SF, NM 87505
Address City, State Zip Code

505-501-4407 " Adrienne Koplik
Home Phone Work Phone Emergency Contact & Phone Number
505-919-9014

General Volunteer Waiver

In consideration of the opportunity to engage in volunteer work through the City of Santa Fe I, the undersigned, my heirs and assigns, hereby waive all claims for injuries, damages or losses to my person or property which may be caused directly or indirectly, by any act, omission or negligence arising from or related to the activities of the City of Santa Fe. I, the undersigned, understand that by participating in this volunteer activity I will be exposed to the risks of accident and injury and that I will follow the City of Santa Fe safety requirements and instructions. I hereby release and hold harmless the City of Santa Fe and their officers, agents, and employees from any and all claims, including bodily injury, death or property damage which may occur due to my or my child's participation in these volunteer activities. I, the undersigned, my heirs and assigns, hereby covenant and agree to indemnify and hold harmless the City of Santa Fe, their officers, agents and employees from any and all costs, charges, claims, demands, losses, damages, causes of action, suits and liabilities of any kind, including the expenses of litigation, court costs and attorney's fees, for injuries to, or the death or illness of any person, or for damage to any property, arising out of or in connection with my involvement in the volunteer activities. I, the undersigned, my heirs and assigns, hereby further covenant the City of Santa Fe, their officers, agents, and employees for any matter which arises from the execution of the volunteer work.

Reese Baker 3/3/20
Signature of Volunteer Date

Parental Consent required if Volunteer is under age 18: _____
Has my permission to participate in this City of Santa Fe event. If I cannot be reached in the event of an emergency, the following person is authorized to act on my behalf:

Name (print) Relationship to child Phone Number

Signature of Parent/Legal Guardian Date

**EACH VOLUNTEER MUST SIGN AND RETURN THIS RELEASE FORM TO THE
DEPT COORDINATOR PRIOR TO PARTICIPATION IN VOLUNTEER ACTIVITY**



ADOPT A MEDIAN CONTACT DOCUMENTATION

Adopter's Name: The RainCatcher, Inc.

Individual/Business Name: The RainCatcher, Inc.

Mail address & zip code: 125 Aspen Drive, Suite 102 A

Contact Number(s): 505-501-4407

E-mail Address: reese@theraincatcherinc.com

Location of Median(s): 5th Street, between St. Mike's and Siringo (3).

Adopt a Median sign to read as:

Sample:





RainCatcher Median 1:
5th Street between St. Mike's + Siringo



Rain Catcher Median 2:
5th Street between St. Mike's & Siringo



Rain Catcher Median 3:
5th Street between St. Mike's + Siringo






2020 AM RAINCATCHERS

Final Audit Report

2020-08-10

Created:	2020-08-10
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
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2020-08-10 - 9:21:07 PM GMT

Signature: Carol Branch
Carol Branch (Oct 23, 2020 08:21 MDT)

Email: cjbranch@santafenm.gov

Signature: Shirlene Sitton
Shirlene Sitton (Oct 23, 2020 08:57 MDT)

Email: sesitton@santafenm.gov



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # N/A

Contractor: The RainCatcher Inc.

Description: Adopt-a-Median Service Contract adopter

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: 03/03/20 Term End Date: 03/03/25

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
N/A

3. **Procurement History:** N/A

Frank Dunaway
Frank Dunaway (Nov 4, 2020 12:52 MST)

Purchasing Officer Review:

Nov 4, 2020

Date:

Comment & Exceptions: No Procurement

4. **Funding Source:** N/A

Alexis Lotero
Alexis Lotero (Nov 4, 2020 11:51 MST)

Budget Officer Approval:

Org / Object: _____

Nov 4, 2020

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Signature: Xavier Vigil
Xavier Vigil (Nov 5, 2020 16:24 MST)

Email: xivigil@santafenm.gov











CM ESD ADOPT A MEDIAN KSFB RAINCATCHER


Final Audit Report

2020-11-06


Created:	2020-11-02
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
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2020-11-06 - 4:57:33 PM GMT- IP address: 104.47.64.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-11-06 - 4:57:50 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

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