

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Santa Fe Watershed Association**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work as described in Exhibit “A” attached hereto.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement including gross receipts tax and expenses, shall not exceed three hundred eighty one thousand seven hundred dollars (\$381,700) for the term of this Agreement.

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars (\$88,000) in (FY22). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars (\$7,425) shall be paid by the City to the Contractor.

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars (\$88,000) in (FY23). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars (\$7,425) shall be paid by the City to the Contractor.

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars (\$88,000) in (FY24). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars (\$7,425) shall be paid by the City to the Contractor.

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of eighty eight thousand dollars (\$88,000) in (FY25). The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seven thousand four hundred twenty five dollars (\$7,425) shall be paid by the City to the Contractor.

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to

year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or

equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become

the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this

Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Christine Chavez
Water Conservation Dept.
Water Division
City of Santa Fe
801 W. San Mateo
Santa Fe, NM 87504

To the Contractor:
Santa Fe Watershed Association
1413 Second Street, Suite 3
Santa Fe, NM 87505

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

Santa Fe Watershed Association

Alan Webber

ALAN WEBBER, MAYOR

DATE: Jan 28, 2022

Andy Otto

NAME Andy Otto

Executive Director

TITLE

DATE: 24 November 2021

CRS# 02-477993-00-8

Registration # 224509

ATTEST:

Kristine Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK

GB MTG 01/26/2022

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Nov 16, 2021 16:26 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050382.510310

Org. Name/Org#.

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Exhibit A

1. SCOPE OF SERVICES:

A. In support of the City of Santa Fe's Municipal Watershed Management Program and the goals of the City Water Conservation Department, the Contractor shall provide watershed educational outreach, including: forest and riparian ecology, natural and cultural history, water conservation, 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 – 5th Grade Outdoor Education Programming

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 at least twenty 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.

Alternative Virtual Classes:

Given the great uncertainty surrounding outdoor education programming in New Mexico for the foreseeable future, SFWA has designed the YouTube videos to be usable by teachers, whether we are able to facilitate in-person class visits and field trips or not. If we are able to have field trips in the near future, the videos will provide a fun and educational supplement. If we are not able to have field trips, students will still have the opportunity to learn about their local watershed and some of the other important topics we cover in the “My Water, My Watershed” program. Teachers can schedule “virtual field trips” if in-person experiences are not possible.

Two Facebook Live videos along were created on subjects that would normally be delivered to students during classroom visits and field trips.

The first Facebook Live video, “build your own water cycle,” can be viewed here: <https://www.facebook.com/watch/?v=823745051484488>

The second Facebook Live video, “cabbage juice as a pH indicator,” can be viewed here:

<https://www.facebook.com/watch/?v=236203444355467>

The “My Water, My Watershed” playlist, currently consisting of three videos, can be viewed on SFWA’s YouTube channel:

https://www.youtube.com/playlist?list=PLpdgEunifDfTZsEJ7_4KCozZwqD4xG-y9

Santa Fe Outdoor Education Collaborative:

A Task Force of Teachers will be annually convened as part of a cooperative program between the Santa Fe Watershed Association, the Santa Fe Botanical Garden, and the Randall Davey Audubon Center. The goal is to advise on both the program and the curriculum. These findings will be part of the Annual Report.

Curriculum Revision/Development

Given the drastic changes to education within the last year and a half, as well as expanding opportunities for collaboration and outdoor learning, it is important to periodically update existing programming and develop supplemental learning opportunities.

The My Water, My Watershed Program curriculum will be revised with City approval, in order to align with developments in educational standards, resources, and programming that is available through other organizations.

Deliverables: Two classroom programs and one field visit for up to at least 20 school classes, serving approx. 400 students per year over the contract period, as well as an updated curriculum. 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 access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation.

2) City Water Conservation Department Educational Support and Consulting

The Contractor shall be available for direct consultation, programming development and support with the City Water Conservation Department. This includes meetings, collaborations, assistance with facilitating relevant City outreach programming, and developing and assisting with other relevant City programs.

Deliverable: regular meetings with Water Conservation personnel.

3) Mi Arroyo, Mi Tierra – 6th Grade Outdoor Education Programming

As a supplement to the 5th Grade program, SFWA will develop a 6th Grade program focused on arroyo learning and stewardship. This curriculum will still focus on core science concepts and aligned with State standards but will expand to service-learning and place-based engagement. Once the curriculum is developed, SFWA will work with teachers, the Santa Fe Outdoor Education Collaborative, and other partners to maximize the reach and relevance of the program. The curriculum will continue to be periodically update to reflect teacher feedback and new education standards.

Deliverables: 6th Grade arroyo curriculum (first year), and at least 10 SFPS classes in following years (~200 students). Students will be able to experience the ephemeral channels closest to their schools, as well as understand how arroyos are connected throughout the Santa Fe River watershed.

4) Watershed Community Science and Monitoring

The Contractor will revisit and revise previous monitoring protocols for Middle and High School students, collaborate with other organizations to effectively manage data and protocols, and create an overall monitoring curriculum. Monitoring is an effective strategy to engage middle and high school students in

watershed management, while helping all of us get a better picture of the many facets of watershed health. Students will be able to collect data on a variety of variables throughout the watershed, such as near their schools, in nearby arroyos, rain gardens, different sections of the River, and in the Municipal Watershed.

Deliverables: in the first year the Contractor will develop an overall monitoring curriculum for Middle and High School Students, as well as adult volunteers. In following years the Contractor will share data as it is collected, and will align protocols with City of Santa Fe Guidelines.

5) Educational Rain Gardens

The Contractor will work with the Santa Fe Public Schools Office of Sustainability, schools, teachers, students and other community organizations to design and care for rain gardens on campus. Students will have the opportunity to learn about green stormwater infrastructure, soil health, pollinator habitat, water conservation, and groundwater infiltration. The Contractor will be available to help oversee and/or facilitate the construction of new rain gardens as well, but associated costs are outside this Scope of Work.

Deliverables: the Contractor will work with 4 schools per year to design and maintain rain gardens.

6) 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 access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to 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.

7) 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 Upper Watershed hikes will be offered throughout the year from July through October. Three of the four watershed tours will be five mile hiking tours; one 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, conservation, and mechanisms for preserving water quality
- Cultural history: water use and management over the last 400 years

Deliverables: Four guided tours of the municipal watershed, which include three hiking tours and one driving tour. 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 US Forest Service 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 access, should watershed conditions change. Should any of the required Deliverables be cancelled due to previously granted access revocation, the Contractor shall be compensated for the hours expended for that Deliverable up to time of cancellation. The Contractor shall not charge a fee or request a donation of any municipal watershed tour participant.

8) Annual Report

An educational outreach Annual Report citing results of the My Water, My Watershed 5th grade classroom and field visit 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.

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.

With the guidance of the City Water Conservation Department, the Contractor will also provide updates on all other programming described in this Scope of Work, such as the 6th Grade arroyo program, Climate Masters, rain garden education, monitoring, and Municipal Watershed hikes.