

**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 Zia Restoration & Remodeling Inc., 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:

Rodeo Road – median between Rodianda and Galisteo 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:

John Blair  
John Blair (Feb 20, 2023 15:00 MST)

JOHN BLAIR, CITY MANAGER

DATE: Feb 20, 2023

ADOPTER:

Ana Gonzalez  
ADOPTER NAME

DATE: 12/26/2022

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELICIC, CITY CLERK *xiv*

**CITY ATTORNEY'S OFFICE:**

*Marcos Martinez*

Marcos Martinez (Jan 13, 2023 10:27 MST)

**SENIOR ASSISTANT CITY ATTORNEY**

**APPROVED FOR FINANCES:**

*Emily K. Oster*

Emily K. Oster (Feb 17, 2023 18:25 MST)

**EMILY OSTER, FINANCE DIRECTOR**



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** January 17, 2023

**TO:** John Blair, City Manager

**VIA:** Emily Oster, Finance Department Director  
Joanne Lovato, Procurement Officer  
Shirlene E. Sitton, Environmental Service Division Director SS

**FROM:** Carol J. Branch, KSFB Executive Director CB

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### 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



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # N/A

Contractor: Zia Restoration & Remodeling Inc;

Description: Adopt-a-Median Service Contract adopter

Contract ☐ Agreement ☒ Lease / Rent ☐ Amendment ☐

Term Start Date: upon approval Term End Date: 1/17/28

☐ 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

*Andy Hopkins*

Purchasing Officer Review:

Jan 19, 2023

Date:

Comment & Exceptions: N/A

4. Funding Source: N/A

*Andy Hopkins*

Andy Hopkins / Jan 19, 2023 12:24 MST

Budget Officer Approval:

Org / Object: \_\_\_\_\_

Jan 19, 2023

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: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/11/2023

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).

<b>PRODUCER</b> Silas T Garcia Agency & Associates LLC 1443 S Saint Francis Drive Santa Fe, NM 87505	<b>CONTACT NAME:</b> Dina Lujan		
	<b>PHONE (A/C, No, Ext):</b> (505) 982-9863 x115 <b>FAX (A/C, No):</b> (505) 983-4935 <b>E-MAIL ADDRESS:</b> dina@silasgarcia.com		
<b>INSURED</b> ZIA RESTORATION & REMODELING INC 7437 Saratoga Ln Santa Fe, NM 87507	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> SCOTTSDALE INSURANCE CO.		SCO
	<b>INSURER B:</b> New Mexico Employers Assurance Co		13674
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPS530653	02/24/2022	02/24/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	0107494.101	01/11/2023	01/11/2024	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

## CERTIFICATE HOLDER

## CANCELLATION

CITY OF SANTA FE  
200 LINCOLN AVENUE  
SANTA FE, NM 87505

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

*Dina Lujan*

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## CITY OF SANTA FE VOLUNTEER WAIVER FORM

Department/Division \_\_\_\_\_ Date \_\_\_\_\_

Ana Gonzalez 01/09/1991 Under 18? \_\_\_\_\_  
Name of Volunteer (print) Date of Birth (Complete Parental Consent)

7437 Saratoga LN Santa Fe NM 87507  
Address City, State Zip Code

505 629 7593 \_\_\_\_\_  
Home Phone Work Phone Emergency Contact & Phone Number

### 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.

[Signature] 12/30/2020  
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**

agonzalez@enterprisebank.com



## ADOPT A MEDIAN CONTACT DOCUMENTATION

Adopter's Name: Zia Restoration & Remodeling Inc.

Individual/Business Name: Ana Gonzalez & Martin Gutierrez

Mail address & zip code: 7437 Saratoga Lane Santa Fe NM

Contact Number(s): Ana Gonzalez (5056297593)  
Martin Gutierrez (5056297603)

E-mail Address: ziarestoration@outlook.com

Location of Median(s): on Rodeo Rd + median between  
Rodianda + Galisteo St

Adopt a Median sign to read as:

Zia Restoration  
&  
Remodeling Inc.

Sample:

18"



24"

Adopted  
MEDIAN

KSFB Board  
of Directors












# KSFB Zia Restoration\_

Final Audit Report

2023-02-28

Created:	2023-02-13
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAADm-hWDdS2eRtSqybaUmD5LCpL4CRIrIU

## "KSFB Zia Restoration\_" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-02-13 - 6:35:28 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
2023-02-13 - 6:36:36 PM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-02-18 - 1:24:45 AM GMT- IP address: 104.47.65.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-02-18 - 1:25:29 AM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)  
Signature Date: 2023-02-18 - 1:25:31 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to jwblair@santafenm.gov for signature  
2023-02-18 - 1:25:32 AM GMT
-  Email viewed by jwblair@santafenm.gov  
2023-02-20 - 10:00:16 PM GMT- IP address: 104.47.65.254
-  Signer jwblair@santafenm.gov entered name at signing as John Blair  
2023-02-20 - 10:00:37 PM GMT- IP address: 63.232.20.2
-  Document e-signed by John Blair (jwblair@santafenm.gov)  
Signature Date: 2023-02-20 - 10:00:39 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature  
2023-02-20 - 10:00:40 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
2023-02-28 - 4:10:47 PM GMT- IP address: 174.205.37.92



Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-02-28 - 4:11:02 PM GMT - Time Source: server- IP address: 174.205.37.92



Agreement completed.

2023-02-28 - 4:11:02 PM GMT



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