

MEMORANDUM OF AGREEMENT

THIS BINDING MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into between Santa Fe, NM (“Client”) and CAPA Strategies, LLC, doing business as Climate Adaptation Planning Analytics, an Oregon limited liability company (“CAPA”). The date of this MOU shall be the date when it is executed by CAPA and the City whichever occurs last. Client and CAPA are each individually referred to herein as “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Client desires to participate in a 2024 Urban Heat Island Mapping project to conduct a scientific field mapping study, (the “Campaign”), within a total of 37.4 square miles within Santa Fe, NM (the “Project”);

WHEREAS, CAPA will plan, organize, provide data collection tools, analytics, and prepare the results from this project;

WHEREAS, CAPA’s summary report will be a geographically specific, scientific analysis of the impact of air temperatures within Client’s neighborhoods, identifying those areas that suffer from more intense heat due to the built environment; and

WHEREAS, CAPA and Client desire to enter into this MOU to outline their binding agreement to outline their responsibilities under the Project.

NOW, THEREFORE, in consideration of the covenants and representations made below, and the above recitals which are incorporated herein by reference and made an essential part of this MOU, the Parties agree as follows:

Section 1A. Client’s Obligations and Responsibilities: To ensure a successful Project, Client agrees to fulfill the below logistics and volunteer recruitment responsibilities and tasks.

1. Client will lead local planning and execution of the study by following the program procedures as recommended by CAPA;
2. Client will consult with a Weather Forecast Officer from the National Weather Service, provided by CAPA and the National Oceanic & Atmospheric Administration (NOAA), to determine a tentative date for the data collection campaign;
3. Client will recruit local community members, “participants” or “volunteers”, to engage in data collection, and ensure that each participant (i) attends a virtual or in-person training, (ii) completes a “Knowledge Check” assessment, and (iii) signs a CAPA liability release waiver prior to participating in the campaign;

4. Client will arrange and lead a virtual or in-person participant training session, with support from CAPA in the form of a recommended meeting agenda, comprehensive animated training video, and question & answer session;
5. Client will receive shipment of the sensor equipment in advance of the target campaign date (barring any shipping delays by FedEx, equipment will arrive prior to the campaign, usually between 3 and 7 days), distribute and closely track the sensors amongst campaign participants, and send all sensor equipment back to CAPA within two days following the campaign, unless otherwise agreed to by both Parties. Equipment shipment and return will be via FedEx and pre-paid by CAPA;
6. Client will complete a “Route Report” within two days following the campaign, as a detailed account of the campaign, as well as provide all relevant field notes from participants; and
7. Client will participate in follow-up activities such as a feedback survey and debrief & next-step discussions.

Section 2A. CAPA’s Obligations and Responsibilities: To ensure a successful project, CAPA agrees to the following tasks (the “Scope of Work”).

1. Task 1: May to June, 2024 – Prepare for the field campaign
 - a. Provide to Client a set of program materials that includes participant outreach & training materials, process timelines, tracking resources, etc., and guides Client through the process of planning and completing the field campaign;
 - b. Hold virtual team meetings with Client to prepare for and complete the heat campaign;
 - c. Support the participant training session with necessary materials, and attend the session to answer questions.
2. Task 2: June, July, August, or September 2024 (exact date TBD) – Execute the field campaign
 - a. Ship all necessary sensor equipment (described in Exhibit A) to Client;
 - b. Offer technical and/or logistical support as needed during the campaign;
 - c. Provide a self-addressed, pre-paid return label for returning all the equipment to CAPA.
3. Task 3: Eight to twelve weeks following receipt of equipment by CAPA – Process, analyze and deliver the data
 - a. Apply a standard Quality Assurance & Quality Control process to clean and ensure adequate data quality from field campaign;
 - b. Integrate necessary satellite data for the purpose of informing land use and land cover variables;

- c. Run computer scripts and models for developing area-wide models of ambient temperatures and heat indices at the three time periods of the campaign day across the designated study area;
- d. Develop and share heat maps and methods in a summary report along with the processed data through the open data platform, the Open Science Framework (OSF). The processed traverse points will be provided in shapefile format (Geographic Information System), and the area-wide models in the format of raster geo-TIFs; and
- e. Conduct a follow-up meeting with organizers and any other collaborators to discuss results and explore next steps.

Section 3. Term of Agreement: The term of this agreement is from the completion of this signed executed agreement through December 31st, 2024, by agreement of the Parties this MOU may be amended and/or extended for mutually agreeable terms provided such extensions are in writing and executed by all Parties.

Section 4. Changes to this Agreement: No changes or amendments may be made to this agreement unless mutually agreed upon by both Parties, made in writing, and executed by both Parties.

Section 5. Notice: All notices, requests, demands and other communication shall be in writing and sent by electronic mail, overnight delivery, registered mail, certified mail, or hand delivery, addressed to the Party's principal place of business herein written. Either Party may inform the other, by notice in writing, to direct future notices, requests, or demands to be sent to a different address. Notices shall be deemed given at the time of delivery. The Authorized Representatives of each Party are the following:

	Joey Williams
To CAPA:	PO Box 42223 Portland, OR 97242-0223
	Environmental Services
To Client:	1142 Siler Rd Bldg A Santa Fe, NM 87501

Section 6. Audit: CAPA and Client shall retain all books, records, and other documents relevant to this agreement for one (1) year after the end of each year included in this MOU. Client shall maintain full confidentiality to all said materials unless the Inspection of Public Records Act (IPRA), NMSA 1978, §§14-2-1 through 14-2-12 applies, including this MOU, held or maintained by CAPA during said period.

Section 7. Equipment Use: Client shall use the rental equipment in a careful and proper manner in compliance with, but not limited to, any and all governmental laws, requirements and safety certifications and instructions and specifications, including any required periodic verification of proper calibration. Client shall hold in confidence and not sell, transfer, license, loan or otherwise make available in any form to third Parties the software and related documentation provided under any MOU or Agreement. Client shall not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement such software without CAPA's prior written consent. In the event that Client purchases equipment or materials through CAPA, Client hereby accepts and is bound by the terms and conditions provided by the manufacturer thereof.

Section 8. Relationship of the Parties: The Parties to this Agreement are not joint venturers, partners, agents, nor representatives of each other, and such Parties have no legal relationship other than as contracting Parties to this Agreement. Client shall not act or represent or hold itself out as having authority to act as an agent or partner of CAPA or in any way bind or commit CAPA to any obligations, without the prior written consent of the CAPA. Each Party hereto represents and warrants to the other that it has the authority to enter this MOU and that it is not a Party to any other Agreement which prohibits it from entering into this MOU or which renders any provision of this MOU ineffective or unenforceable.

Section 9. Limitation of Liability: Under no circumstances shall Client, or any other person, recover from CAPA for any claims or damages in excess of the rental price or sales price, as the case may be, of the equipment or materials, regardless of the basis for such claims or damages. Product descriptions and specification in CAPA's catalog or on the website reflect representations made by the manufacturers of the products and do not constitute guarantees, representations or warranties of CAPA. This Section shall survive the termination or expiration of this MOU.

Section 10. Applicable Laws and Courts: In the event any dispute shall arise out of or relating to this MOU and negotiation is unsuccessful, Client and CAPA agree to use good faith efforts to settle the dispute through mediation prior to resorting to arbitration and/or litigation processes and procedures. This MOU shall be governed by the laws of the State of New Mexico without reference to any conflict of laws principles thereunder.

Section 11. Payment for services: Client agrees to the following stipulations regarding payment for the services described herein.

1. The price for the campaign is based on the size and number of routes necessary to complete the campaign, in CAPA's sole discretion. The total cost of this campaign is \$19,500, of which, NOAA is contributing \$14,500 and the Client agrees to pay CAPA a total of \$5,000 for completing the Scope of Work (SoW) set forth in Section 2 according to the following Payment Schedule.
2. Payment Schedule: The Client payment, \$5,000, will be invoiced upon completion of the project tasks.
3. If rental equipment (including any cables and/or accessories) is lost, stolen or damaged (other than as the result of ordinary wear and tear) while in the care and custody, Client shall pay CAPA (i) the replacement cost (as new) of the lost, stolen or damaged equipment or (ii) the cost to repair the damaged equipment. The estimated costs are up to \$200/each if lost or damaged, to be assessed by component damage.
4. Payments made by any other form than check or zero-cost direct account transfer, such as by credit card, will incur the addition of corresponding fees.
5. Any additional engagements, analysis, and/or revisions of the final deliverables will be billed at an hourly rate of \$200, notwithstanding any oversights by CAPA or minor revisions.

[Signature Page Follows]

IN WITNESS WHEREOF, CAPA and Client have executed this MOU by their authorized representatives.

Client

X John Blair, City Manager

Print Name and Title

X John Blair

John Blair (Jun 11, 2024 14:02 MDT)

Signature

X

Jun 11, 2024

Date

CAPA STRATEGIES, LLC:

Joey Williams, Manager

Print Name and Title

X Joey Williams

Joey Williams (Jun 5, 2024 11:08 PDT)

Signature

X

Jun 5, 2024

Date

City of Santa Fe ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between CAPA Strategies (Contractor) and the CITY OF SANTA FE (City).

INDEMNIFICATION

CONTRACTOR shall indemnify, hold harmless and defend 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 subcontractor.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by CITY 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. 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.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by CITY for the performance of this Agreement. If sufficient appropriations and authorization are not made by CITY, this Agreement shall terminate upon written notice being given by CITY to CONTRACTOR. The CITY's decision as to whether sufficient appropriations are available shall be accepted by CONTRACTOR and shall be final.

INSURANCE

CONTRACTOR shall maintain general liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. CONTRACTOR shall furnish 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.

Signature Lines required:

City of Santa Fe:

John Blair
John Blair (Jun 10, 2024 16:20 MDT)

John Blair, City Manager

Date: Jun 10, 2024

CONTRACTOR:

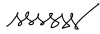
CAPA Strategies

Joey Williams
Joey Williams (Jun 5, 2024 11:08 PDT)

Name & Title: Manager

Date: Jun 5, 2024

Attest:



Geralyn Cardenas, Interim City Clerk

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City Attorney's Office:

Marcos Martinez
Marcos Martinez (Jun 5, 2024 12:12 MDT)

Senior Assistant City Attorney

Approved for Finances:

Emily K. Oster

Emily Oster, Finance Director

EXHIBIT A

Description of Equipment

The equipment provided by CAPA Strategies include identical packets consisting of a sensor, charging cable, wall adapter, car adapter, and bumper magnet. Each sensor consists of a body, containing the microprocessor, local data storage, charging port, and on/off switch; neck, containing data-transfer wires; and head, containing the thermocouple and intake fan. The packets are contained within numbered plastic bags and secured with packaging material during shipping.



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: N/A Procurement # (RFP/ITB# If any): _____

Contractor: CAPA Strategies

Procurement Method/Vehicle: Small Purchase ☒ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing

Description/Title: _____

Contract: ☐ Agreement: ☒ Lease/Rent: ☐ Amendment: ☐

Term Start Date: Upon Signature Term End Date: TBD - Fall 2024 Total Contract Amount: \$5,000

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) _____

Contract / Lease: _____

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount \$: _____

Extend Expiration Date to: _____

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: _____

Amendment is for: _____

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

3. Procurement History: N/A - Small Purchase

Purchasing Officer Review: _____

Date: _____

Comment & Exceptions: _____

4. Funding Source: Env. Svcs - Service Contracts

Org / Object: 5100331/510310

Budget Officer Approval: _____

Date: _____

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____

Date: _____

Staff Contact who Completed This Form: Allison Long

Phone #: 505-690-2817

To be recorded by City Clerk: _____

Email: amlong@santafenm.gov

Clerk #: _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



City of Santa Fe, New Mexico

Memorandum



DATE: June 6, 2024

TO: John Blair, City Manager JB

VIA: Debora Trujillo, Interim Environmental Services Division Director

FROM: Allison Long, Sustainability Coordinator

ITEM AND ISSUE:

Signature of MOU between City of Santa Fe and CAPA Strategies related to National Oceanic and Atmospheric Administration (NOAA)'s Urban Heat Island Mapping Program. MOU was approved by Legal and signed by Legal and CAPA Strategies on 6/5/2024.

BACKGROUND AND SUMMARY:

NOAA's National Integrated Heat Health Information System (NIHHIS) partners with CAPA Strategies to deliver a turn-key, volunteer-based, community science campaign to local governments and to engage residents in a scientific study to collect temperature data in their communities. The community science field campaign is an excellent opportunity to raise awareness about the many impacts of extreme heat and the factors that may affect the uneven distribution of heat throughout Santa Fe.

In January 2024, the Environmental Services Division developed a proposal and was chosen to participate in the program. Environmental Services contributes \$5,000 to CAPA for the services.

CAPA provides a turn-key program that includes training for City staff, volunteer training and resources, media materials, heat sensing equipment, and a final report illustrating the results of the study. The campaign consists of volunteers learning about urban heat in a training session, attaching sensors to their vehicles, and driving pre-mapped transects through their cities to collect temperature and humidity data. Volunteers have been engaged from Santa Fe Public Schools, the Green Chamber, Earth Care, Santa Fe Watershed Association, and Habitat for Humanity.

The data collection is weather dependent, and the study is currently scheduled for June 30th, 2024, if all weather parameters are met. The program and final report will wrap-up approximately 8 weeks after the data is collected.

PROCUREMENT:

Because the local contribution to this award was \$5,000, this is a small purchase and no purchasing approval is necessary.

ACTION REQUESTED:

City Manager signature of MOU

Attachment: MOU

Signature: Xavier Vigil
Xavier Vigil (Jun 11, 2024 08:34 MDT)

Email: xivigil@santafenm.gov










24-0371 CAPA Strategies, LLC dba Climate Adaptation Planning Analytics

Final Audit Report

2024-06-11

Created:	2024-06-11
By:	Xavier Vigil (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANEL3PgjE4TFDofkuAfSI9Rcnfewzw4s_

"24-0371 CAPA Strategies, LLC dba Climate Adaptation Planning Analytics" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
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-  Signer XAVIER VIGIL (xivigil@santafenm.gov) entered name at signing as Xavier Vigil
2024-06-11 - 2:34:25 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Xavier Vigil (xivigil@santafenm.gov)
Signature Date: 2024-06-11 - 2:34:27 PM GMT - Time Source: server- IP address: 63.232.20.2
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-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-06-11 - 9:19:43 PM GMT - Time Source: server- IP address: 63.232.20.2



✔ Agreement completed.

2024-06-11 - 9:19:43 PM GMT