



The Purchasing Memo

Date: September 18, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Christine Chavez, Water Conservation Manager *Cyc*

Via: Jesse Roach, Public Utilities Department Director 
Jesse Roach

Subject: Santa Fe Water Conservation and Sustainability Education Programming

Vendor Name: Santa Fe Watershed Association (SFWA)

Munis Vendor Number: 2585

ITEM AND ISSUE:

The City of Santa Fe Public Utilities Department respectfully requests your review and approval of the Santa Fe Water Conservation and Sustainability Education Programming Request for Approval #26001 in the total amount payable to the Contractor under this Agreement, shall not exceed (\$454,387.50) including NMGRT four (4) years from date of final signature from the Executive Director of the Santa Fe Watershed Association, Morika Hensley, mori@santafewatershed.org, 505-231-1371.

CONTRACT NUMBER:

The FY25Munis contract number is 3260181

BACKGROUND AND SUMMARY:

Education and outreach have long been pillars of the City's approach to water conservation and sustainability. A flagship initiative is the City's K-12 Water Conservation Education program, developed in alignment with ProjectWET and integrated into science instruction across Santa Fe Public Schools. Through classroom lessons and guided field experiences, students explore the principles of watershed health, water conservation, sustainability and their role as environmental stewards.

Through this RFP, the City seeks to build upon its established education framework and community partnerships to broaden its reach, especially among youth and underserved populations, and further advance its environmental and sustainability goals.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: WTRMGMNT/ 505

Munis Org Name/Number: WTR Cnsrvn/ 5050382

Munis Object Name/Number: Prfsl Cntr/ 510300

Budget Officer / Designee: Andy Hopkins **Date:** 09/24/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-111, RFP

The Contractor will provide comprehensive water conservation and sustainability-based education, and community outreach services in alignment with the City of Santa Fe’s Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Under this agreement, the Contractor will continue to facilitate Watershed Stewardship programming, lead public educational hikes within the protected Municipal Watershed, administer the nationally recognized ProjectWET curriculum for water-related education and engagement and incorporate sustainability topics such as recycling and reuse fundamentals, raingardens, pollinator gardens and appropriate plant and tree choices for our changing climate.

The selected organization shall deliver the following:

Implementation and facilitation of a Watershed Stewardship Education Initiative for 5th grade students in the City.

Coordination and execution of public educational hikes within the Municipal Watershed in compliance with authorized access protocols.

Delivery of K-12 ProjectWET educational programming, customized to support Santa Fe’s local conservation and sustainability priorities.

Organization of community outreach events focused on water conservation and environmental stewardship.

Submission of annual reports detailing program reach, participation metrics, content development, and measurable outcomes to The City.

Qualifications:

The selected vendor shall possess demonstrated experience in environmental education, specifically in water conservation and sustainability programming. The vendor must have the capability to develop and deliver

educational content across diverse age groups, including K–12 students, adults, and the general public.

The vendor should be able to provide bilingual education services in English and Spanish to effectively reach Santa Fe’s multilingual communities. A strong history of collaboration with public sector entities, school districts, and community-based organizations is essential. The vendor must demonstrate cultural competency, with familiarity in working with Indigenous populations and rural communities in the Santa Fe area. The vendor is expected to collect and report on program outcomes, participation metrics, and conservation and sustainability impacts. In addition, the vendor must have the administrative capacity to comply with municipal procurement requirements, manage contractual obligations, and submit timely reports and invoices as required by the City of Santa Fe.

Technical Specifications:

All programming and services shall conform to the objectives outlined in the City’s Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Educational content must align with the standards of ProjectWET and New Mexico's K–12 curriculum benchmarks. The Contractor shall ensure that all outdoor education activities adhere to established safety protocols and environmental regulations for Municipal Watershed access. Furthermore, all programmatic data shall be collected, maintained, and reported annually, with disaggregated statistics by participant group, educational focus, and conservation theme.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

Chief Procurement Officer (CPO)/Designee: Johanna Lovato Montano **Date:** 09/24/2025

CPO Comment/Exceptions: RFP 26001

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

- Horizons declination
- CPO Service Determination Email
- Procurement document: RFP
- Certificate of Liability Insurance (COI)
- Professional Services Contract



Re: Education services

From Matt Loehman <mloehman@horizonsofnewmexico.org>
Date Thu 9/18/2025 9:48 AM
To CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Sep 17, 2025 at 8:00 PM CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov> wrote:
Are you able to provide this service?

The Contractor will provide comprehensive water conservation and sustainability-based education, and community outreach services in alignment with the City of Santa Fe's Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Under this agreement, the Contractor will continue to facilitate Watershed Stewardship

programming, lead public educational hikes within the protected Municipal Watershed, administer the nationally recognized ProjectWET curriculum for water-related education and engagement and incorporate sustainability topics such as recycling and reuse fundamentals, raingardens, pollinator gardens and appropriate plant and tree choices for our changing climate.

Christine Chavez
Water Conservation Manager
City of Santa Fe Water
savewatersantafe.com
505-955-4219
cychavez@santafenm.gov



 Outlook

Fw: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

From MONROE, CARLA D. (Contractor) <cdmonroe@santafenm.gov>
Date Wed 9/17/2025 8:10 PM
To CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov>

Here you go...

Carla Monroe
Public Utilities Program Manager- Consultant
505-504-8240

From: MONROE, CARLA D.
Sent: Tuesday, June 10, 2025 4:46:47 PM
To: CHAVEZ, CHRISTINE Y. <cychavez@santafenm.gov>
Cc: ROACH, JESSE D. <jdroach@santafenm.gov>
Subject: FW: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

FYI....

Carla D. Monroe
Program Manager- Contractor
Public Utilities
505-504-8240
cdmonroe@santafenm.gov

[Bookings with me - MONROE, CARLA D. - Outlook](#)

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Sent: Tuesday, June 10, 2025 2:28 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: BRITT, AMANDA P. <apbritt@santafenm.gov>; MONROE, CARLA D. <cdmonroe@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: Re: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

Thank you for letting me know!

Very respectfully,

B. Paige Ramsey, MSPM

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Tuesday, June 10, 2025 4:27:36 PM
To: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Cc: BRITT, AMANDA P. <apbritt@santafenm.gov>; MONROE, CARLA D. <cdmonroe@santafenm.gov>;
LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: RE: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

You're welcome. Just so you know, professional services must be procured through RFP.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov



[Book time to meet with me](#)

<https://santafenm.gov/finance-2/purchasing-1>

Vendor Registration Sites and Current Procurement Opportunities:

[Current] <https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

[Transitioning] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



CITY OF SANTA FE

FINANCE

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Sent: Tuesday, June 10, 2025 11:29 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: BRITT, AMANDA P. <apbritt@santafenm.gov>; MONROE, CARLA D. <cdmonroe@santafenm.gov>;
LOVATO, JOANN D. <jdlovato@santafenm.gov>
Subject: Re: Determination Request Santa Fe Water Conservation and Sustainability Education Programming

Thank you kindly for the determination for Professional Services for the Santa Fe Water Conservation and Sustainability Education Programming Invitation To Bid.

V/r,

Paige

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Tuesday, June 10, 2025 1:20 PM
To: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Subject: RE: Determination Request

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
 - Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
 - IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov;
 - Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
 - Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
 - Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
 - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
 - Emergency Related Purchases – questions oem@santafenm.gov and. Request signature from: bgwilliams@santafenm.gov
 - Asset over \$5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed. _
- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.

- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
 - <https://naspo.valuepoint.org/categories/>
 - <https://www.omniapartners.com/publicsector/contracts>
 - <https://www.buyboard.com/home.aspx>
 - <https://www.h-gac.com/Home>
 - <https://www.gsaelibrary.gsa.gov/>
 - <https://www.sourcewell-mn.gov/contract-search>
- Submit or send your request to the appropriate MS Teams channel or email address:
 - RFPs requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - ITBs requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
 - Determination requests to purchasing_det@santafenm.gov
 - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

 [Book time to meet with me](#)

Regards,

Travis Dutton-Leyda
 Chief Procurement Officer
 City of Santa Fe
 200 Lincoln Avenue
 Santa Fe, NM 87501
 505-629-8351
tkduttonleyda@santafenm.gov

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[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



CITY OF SANTA FE

FINANCE



Book time to meet with me

"A journey of a thousand miles begins with a single step" ~ Lao Tzu

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>

Sent: Monday, June 9, 2025 9:19 AM

To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>

Subject: Re: Determination Request

Hi Travis,

When you have a moment, could I have a response to this determination request that has been rejected by Horizons?

V/r,

Paige Ramsey

Very respectfully,

B. Paige Ramsey, MSPM

From: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>

Sent: Friday, June 6, 2025 4:11:24 PM

To: Matt Loehman <mloehman@horizonsofnewmexico.org>; DUTTON-LEYDA, TRAVIS K.

<tkduttonleyda@santafenm.gov>

Cc: MONROE, CARLA D. <cdmonroe@santafenm.gov>; BRITT, AMANDA P. <apbritt@santafenm.gov>

Subject: Re: Determination Request

Hi Travis,

When you have a moment, could I have a response to this determination request that has been rejected by Horizons?

V/r,

Paige

From: Matt Loehman <mloehman@horizonsofnewmexico.org>

Sent: Friday, June 6, 2025 3:22 PM

To: RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov>
Subject: Re: Determination Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon -

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Fri, Jun 6, 2025 at 12:05 PM RAMSEY, BRILLYANCE P. Contractor PUD <bpramsey@santafenm.gov> wrote:

Hello,

Please provide a determination if Horizon provides services related to the Scope of Work Below.
Please provide a written response.

Invitation To Bid:

The City of Santa Fe is seeking bids for the provision of:

Scope of Work:

The Santa Fe Watershed Association (SFWA) will provide comprehensive watershed stewardship, education, and community outreach services in alignment with the City of Santa Fe's Municipal Watershed Plan and Water Conservation Plan. Under this agreement, SFWA

will continue to facilitate the “My Water, My Watershed” education initiative, lead public educational hikes within the protected Municipal Watershed, and administer the nationally recognized ProjectWET curriculum for water-related education and engagement.

Deliverables:

The selected organization shall deliver the following:

Implementation and facilitation of the “My Water, My Watershed” education program for K–12 students in the City of Santa Fe.

Coordination and execution of public educational hikes within the Municipal Watershed in compliance with authorized access protocols.

Delivery of ProjectWET educational programming, customized to support Santa Fe’s local conservation priorities.

Organization of community outreach events focused on water conservation and environmental stewardship.

Submission of annual reports detailing program reach, participation metrics, content development, and measurable outcomes.

Milestones:

Key project milestones include the following:

Execution of the service agreement, anticipated for July 1, 2025, marking the beginning of the Fiscal Year 2026 performance period.

Launch of the annual “My Water, My Watershed” education program each August in coordination with the school year.

Facilitation of fall and spring watershed hike series, targeted for September and April respectively.

Completion and submission of the Annual Program Impact Report no later than June 30 of each contract year.

Qualifications:

The Santa Fe Watershed Association is uniquely qualified to perform these services based on its long-standing partnership with the City of Santa Fe dating back to the late 1990s. The organization is the only entity authorized to access the Municipal Watershed for the purpose of public education, thereby relieving the City of significant administrative burden. Additionally, SFWA is recognized as New Mexico’s official affiliate of ProjectWET, providing exclusive rights and expertise in delivering this nationally endorsed curriculum. With over 12,000 students served to date, SFWA has demonstrated consistent success in engaging the community and supporting the City’s conservation objectives.

Technical Specifications:

All programming and services shall conform to the objectives outlined in the City’s Municipal Watershed Plan and Water Conservation Plan. Educational content must align with the standards of ProjectWET and New Mexico’s K–12 curriculum benchmarks. SFWA shall ensure that all outdoor education activities adhere to established safety protocols and environmental regulations for Municipal Watershed access. Furthermore, all programmatic

data shall be collected, maintained, and reported annually, with disaggregated statistics by participant group, educational focus, and conservation theme.

Very Respectfully,

B. Paige Ramsey, MSPM

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT 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.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-111; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor will provide comprehensive watershed stewardship, education, and community outreach services in alignment with the City of Santa Fe’s Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Under this agreement, the Contractor will continue to facilitate a Watershed Stewardship Education Initiative for 5th grade students in the City, lead public educational hikes within the protected Municipal Watershed, and administer the nationally recognized ProjectWET curriculum for water and sustainability -related education and engagement.

Deliverables:

The Contractor shall deliver the following:

Implementation and facilitation of a Watershed Stewardship Education Initiative for 5th grade students in the City of Santa Fe.

Coordination and execution of public educational hikes within the Municipal Watershed in compliance with authorized access protocols.

Delivery of K-12 ProjectWET educational programming, customized to support Santa Fe’s local water conservation and sustainability driven priorities.

Organization of community outreach events focused on water conservation and environmental stewardship.

Submission of annual reports detailing program reach, participation metrics, content development, and measurable outcomes.

Qualifications:

The Contractor shall possess demonstrated experience in environmental education, specifically in water conservation and sustainability programming. The Contractor must have the capability to develop and deliver educational content across diverse age groups, including K–12 students, adults, and the general public. The Contractor should provide bilingual education services in English and Spanish to effectively reach Santa Fe’s multilingual communities. A strong history of collaboration with public sector entities, school districts, and community-based organizations is essential. The Contractor must demonstrate cultural competency, with familiarity in working with Indigenous populations and rural communities in the Santa Fe area. The Contractor shall collect and report on program outcomes, participation metrics, and conservation impacts. In addition, the Contractor must have the administrative capacity to comply with municipal procurement requirements, manage contractual obligations, and submit timely reports and invoices as required by the City of Santa Fe.

Technical Specifications:

All programming and services shall conform to the objectives outlined in the City’s Municipal Watershed Plan, Water Conservation Plan and 25-year Sustainability Plan. Educational content must align with the standards of Project WET and New Mexico's K–12 curriculum benchmarks. The Contractor shall ensure that all outdoor education activities adhere to established safety protocols and environmental regulations for Municipal Watershed access. Furthermore, all programmatic data shall be collected, maintained, and reported annually, with disaggregated statistics by participant group, educational focus, and conservation and Sustainability theme.

2. Standard of Performance; Licenses

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to Santa Fe Water Conservation and Sustainability Education Programming for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.
- B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

2. Compensation

A. The City shall pay the Contractor in full payment for services satisfactorily performed. Such compensation not to exceed One Hundred Thousand Five Dollars and zero cents (\$105,000.00) excluding gross receipts tax.

B. Payment. The total compensation under this Agreement shall not exceed One Hundred

Thousand Five Dollars and zero cents (\$105,000.00) per fiscal year excluding New Mexico gross receipts tax. **Contractor under this Agreement shall equal the amount stated herein. The Parties do not intend for the Contractor to continue to provide Services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the Services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**

C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID**.

D. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

3. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **four (4) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

4. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to

Paragraph 6, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. *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.*

5. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract 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 Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract 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 Contract. 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 Contract or assign any claims for money due or to become due under this Contract 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 Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

9. Release

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

10. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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 Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract 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 Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract 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 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract 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 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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 Contract 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 Contract, 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. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the RFP #26001 - Santa Fe Water Conservation and Sustainability Education Programming and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

16. Penalties for violation of law

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

17. 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 Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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 NMSA 1978, section 38-3-2. By execution of this Contract, 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 Contract.

19. 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 Contract may be terminated by the City.

20. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract 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 Contract.

21. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 a 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.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract 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.

22. 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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. 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 Contract shall not foreclose the right of the City to recover excessive or illegal payments.

23. 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 Contract, 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 Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract 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.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract

modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition

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

26. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

27. Notices

Any notice required to be given to either party by this Contract 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, 801 W San Mateo Rd, Santa Fe, NM 87505
cychavez@santafenm.gov

To the Contractor: Morika Hensley, 1413 2nd Street, Suite #3, Santa Fe, NM 87505
mori@santafewatershed.org

28. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract 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 a binding contract.

29. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

CONTRACTOR:
SANTA FE WATERSHED ASSOCIATION

ALAN WEBBER, MAYOR



MORIKA HENSLEY, EXECUTIVE DIRECTOR

DATE: Aug 28, 2025

NMBTIN#: 02-477993-00-8

City of SF Business License #: 224509

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 28, 2025 14:51:25 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR









PSA SFWatershed Association

Final Audit Report

2025-08-28

Created:	2025-08-28
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHCGWpmMyXw2iiXpdF9eP3ZIZckCjNL6W

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-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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-  Agreement completed.
2025-08-28 - 8:51:25 PM GMT



Signature: *christine chavez*

Email: cychavez@santafenm.gov

Signature: 

Email: jdroach@santafenm.gov