



RUNOFF TO ROOTS ADOPTION PROGRAM

GREEN STORMWATER INFRASTRUCTURE (GSI) MAINTENANCE & VOLUNTEER RELEASE OF LIABILITY AGREEMENT

This Agreement is entered into between the City of Santa Fe Parks and Open Space Division, acting through its River and Watershed Section (herein, the "City"), and the undersigned Volunteer. This Agreement governs the installation, continuous maintenance, and voluntary stewardship of Green Stormwater Infrastructure (GSI) assets within City-owned Open Spaces, Parks, or Rights-of-Way (ROW).

SECTION I: PROJECT & PROPERTY IDENTIFICATION

FIELD	DETAILS
Volunteer Name	
Property / Site Address	
GSI Feature(s) Description	
Agreement Term	This agreement shall remain in effect for a minimum of three (3) years , or until there is adequate evidence of plant establishment as approved by City Park Staff.

SECTION II: VOLUNTEER RESPONSIBILITIES & MAINTENANCE STANDARDS

The Volunteer agrees to maintain designated GSI features and plantings in the ROW according to the following standards:

A. GSI Functionality & Hydraulic Maintenance

- **Curb Cuts:** Keep inlets and outlets clear of trash, sediment, and debris to ensure free water flow.
- **Basin Integrity:** Clear accumulated sediment or organic debris that reduces basin capacity.
- **Structural Integrity:** Keep berms and stabilization features intact and functioning as designed.

B. Vegetation & Ecological Maintenance

- **Plant Health:** Maintain healthy, low-water-use plants to promote infiltration and prevent erosion. Provide supplemental water during establishment (years 1–3).
- **Pruning & Weeding:** Remove invasive species (e.g., Siberian Elm, Bermuda grass, tumbleweed) and keep sightlines clear for traffic and pedestrians.
- **Pedestrian Clearance:** Maintain a 5-foot-wide walking path cleared to a 7-foot vertical height along the basin.

C. Prohibited Actions & Utility Setbacks

- **Vegetation Protection:** Do not remove healthy bank vegetation or destabilize soil.
- **Utility Setbacks:** Do not plant trees or tall shrubs near utilities. Maintain minimum setbacks of 10 ft from sewer lines, 5 ft from water lines, and 3 ft from other utility lines.

SECTION III: INSPECTION & ENFORCEMENT

City River and Watershed staff (or a designated representative) will conduct periodic inspections of adopted GSI features. If a feature is found to require maintenance or is not functioning as intended, the City will first work collaboratively with the Volunteer(s) to identify the issue and provide a reasonable opportunity to restore the feature to the applicable maintenance standards. If the issue cannot be resolved through these efforts, or if the Volunteer(s) fail to take corrective action within a reasonable timeframe, the City may issue a Notice of Violation (NOV) outlining the required corrective actions and the timeframe for completion. If the corrective actions identified in the NOV are not completed within the specified timeframe, the City reserves the right to perform the necessary maintenance or restoration and pursue any remedies available under applicable law or separate agreement.

SECTION IV: VOLUNTEER WAIVER, RELEASE OF LIABILITY & INDEMNIFICATION

In consideration of the opportunity to volunteer in the City's Runoff to Roots program, I, the undersigned, on behalf of myself, my heirs, and my assigns, hereby:

1. **Assume all risks** associated with participating in volunteer activities, including potential injury, illness, or property damage.
2. **Release and hold harmless** the City of Santa Fe, its officers, agents, and employees from any and all claims, liabilities, or damages arising directly or indirectly from my participation.
3. **Agree to follow all safety guidelines** and instructions provided by the City.
4. **Indemnify and defend the City**, its officers, agents, and employees against any claims, costs, or legal actions arising from my participation, including attorney's fees and court costs.

SECTION V: VOLUNTEER ACKNOWLEDGEMENT

By signing below, I acknowledge that I have read, understood, and voluntarily accept all terms, maintenance obligations, and liability releases outlined in this Agreement.

Volunteer Contact & Information

Printed Name: _____

Street Address: _____

Cell Phone: _____ Home Phone: _____

Date of Birth: _____ Under 18 Years of Age? ☐ Yes ☐ No

Volunteer Signature: _____ Date: _____

PARENTAL / GUARDIAN CONSENT (Required if Volunteer is Under 18)

I am the legal parent or legal guardian of the minor named above. I have read this Agreement and consent to their participation in the Runoff to Roots Program under the terms set forth herein.

Parent/Guardian Printed Name: _____

Relationship to Minor: _____ **Phone:** _____

Parent/Guardian Signature: _____ **Date:** _____

CITY OF SANTA FE APPROVAL

River & Watershed Section Representative: _____

Title: _____

Signature: _____ **Date:** _____

Parks and Open Space Division Director

Signature: _____ **Date:** _____