10-e

**ACTION SHEET**
**ITEM FROM FINANCE COMMITTEE MEETING OF 10/05/15**
**FOR CITY COUNCIL MEETING OF 10/14/15**

**ISSUE:**

11. Request for Approval of Professional Services Agreement – Services at Santa Fe Railyard Park; Santa Fe Railyard Park Stewards. (Robert Siqueiros)

**FINANCE COMMITTEE ACTION:**

Approved as Consent item.

**FUNDING SOURCE: 52857.510340**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

| VOTE | FOR | AGAINST | ABSTAIN |
|---|---|---|---|
| COUNCILOR TRUJILLO | X | | |
| COUNCILOR RIVERA | X | | |
| COUNCILOR LINDELL | X | | |
| COUNCILOR MAESTAS | X | | |
| CHAIRPERSON DOMINGUEZ | | | |

4-13-15

**ACTION SHEET**
**ITEM FROM THE**
**PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING**
**OF**
**MONDAY, SEPTEMBER 28, 2015**

**ITEM 9**

REQUEST FOR APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH THE SANTA FE RAILYARD PARK STEWARDS FOR SERVICES PROVIDED AT THE SANTA FE RAILYARD PARK IN THE AMOUNT OF $100,000 **(ROBERT SIQUEIROS)**

**PUBLIC WORKS COMMITTEE ACTION: Approved on consent**

**FUNDING SOURCE: 52857.510340**

**SPECIAL CONDITIONS / AMENDMENTS / STAFF FOLLOW UP:**

| VOTE | FOR | AGAINST | ABSTAIN |
|---|---|---|---|
| CHAIRPERSON TRUJILLO | | | |
| COUNCILOR BUSHEE | X | | |
| COUNCILOR DIMAS | X | | |
| COUNCILOR DOMINGUEZ | Excused | | |
| COUNCILOR IVES | X | | |

# City of Santa Fe, New Mexico

# memo

**DATE:** September 28, 2015

**TO:** Public Works Committee

**VIA:** Isaac J. Pino, Public Works Department Director

**FROM:** Robert Siqueiros, Railyard Projects Administrator

**ITEM:**

**REQUEST APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE SANTA FE RAILYARD PARK STEWARDS FOR SERVICES PROVIDED AT THE SANTA FE RAILYARD PARK.**

**BACKGROUND:**

Established in 2008, the Santa Fe Railyard Park Stewards is a non-profit organization working in conjunction with various departments within the City of Santa Fe, whose mission is to provide community stewardship and advocacy for the care and programming of the Railyard Park and Plaza.

Resolution 2010-11 and 2010-82 were approved by City Council supporting the Railyard Park Stewards programs and partially funding their work towards their mission (See Attached Resolutions). In 2010 the City of Santa Fe funded $25,000 and 2011 $50,000.

On April 25, 2012 the City Council approved an amemnded resolution supporting the Railyard Park Stewards efforts at the Railyard Park by directing staff to enter into a contract with the Railyard Park Stewards to provide services for the Railyard Park. The Railyard Park Stewards amended resolution includes a $100,000 per year reimbursement from the city for next three fiscal years (12/13, 13/14 and14/15) towards the ongoing and expanding efforts of the Railyard Park Stewards (See Attached Resolution 2012-46).

SS001.PM5 - 7/95

In 2010 and 2011the Railyard Park Stewards provided approximately 3600 hours equivalent to $118,000 that the city did not provide including; specialized horticultural care and training (260 hours at $25/hour totaling $6,500); coordination for outreach, volunteers and fundraising (1484 hours at $35/hour totaling $51,940); programming, events and marketing ($9,500); Railyard park care (754 hours at $20/hour totaling $15,080); direction and specialized skills (710 hours at $35/hour totaling $24,850); and community garden coordination (450 hours at $35/hour totaling $9,000) as well as donated materials ($1,500). The above includes 1300 hands-on hours of care in the Railyard Park and community garden, with over 150 people participating totaling 90 community work days.

The Railyard Park Stewards accomplishments for the above referenced fiscal years are provided in a detailed report prepared by the Park Stewards. City of Santa Fe Railyard staff monitors the progress outlined in their Professional Services Agreements. (See Attached Report)

**SUMMARY**:

The Santa Fe Railyard Park Steward's Board and Linda Shafer, Executive Director, formally request funding for fiscal year 15/16. Railyard staff and the Park Stewards are requesting $100,000.

The Santa Fe Railyard Stewards will provide the following services for the City of Santa Fe. See Attached information regarding a detailed description of the services listed below:

**(a) Yardmasters - Park Volunteer Program ($43,000);**
**(b) Youth Programs - Park Volunteer Programs ($35,000);**
**(c) Garden in the Park Workshop Series ($14,000);**
**(d) Community Food Programs ($8,000);**
**(e) Manage and coordinate the work of all volunteers providing services and monitor their progress to meet deadlines; and**
**(f) Prepare a yearly program budget based on previous year's costs.**

As previously stated, along with the letter of request the Railyard Park Stewards submitted their 2014 Report which includes detailed information regarding the following items:

1. **Santa Fe Railyard Park Steward's Mission Statement;**
2. **2013-2014 Santa Fe Railyard Park Stewards staffing and accomplishments;**
3. **Horticultural Program;**
4. **Railyard Park Care – Hands on Volunteer Programs;**
5. **Voluntourism and Youth In- Service Volunteer Programs;**
6. **Gardening Workshop Series;**
7. **Community Food Garden and Heritage Waffle Garden;**

8. **Art In the Railyard Park;**
9. **Sustainably and Maintenance;**
10. **Urban Land Institute – Urban Open Space Award Finalist;**
11. **Hand On Volunteer Contributions;**
12. **Yardmasters Adult Volunteers;**
13. **Voluntourism and Volunteer In- Service Youth Groups;**
14. **National Civilian Community Corps;**
15. **Community Garden (Weekly Events);**
16. **Railyard Parks Horticultural Workshops;**
17. **Earth Day Celebration April 26, 2014;**
18. **Railyard Park Clean-Up Day;**
19. **Laps4Life Fitness Program;**
20. **Outdoor Classroom Program;**
21. **Farmers Market and SITE Santa Fe Coordinated School Field Trips;**
22. **The Masters' Program at Santa Fe Community College;**
23. **Youth Works! and Youth Shelters Civic Justice Corps;**
24. **Community Room rentals;**
25. **Tree Donations;**
26. **The Railyard Art Committee**
    a. **CURRENTS 2014**
    b. **Home is .....**
    c. **Convergence Piano Project**
    d. **Renega Poetry Sign Installation**
    e. **Swing Set – Live Performance**

27. **Railyard Stewards – Value Added to the Railyard Park & Plaza 2012-2014;**
28. **Railyard Stewards In-Kind Contributions Table;**
29. **Railyard Stewards – Fundraising and Additional Contributions – 2014;**
30. **Railyard Stewards Community Partners; and**
31. **Railyard Stewards 2015 -2016 Budget.**

The above referenced list administered by the Railyard Park Stewards offset costs for the Parks Department for specialized programs and maintenance of the Railyard Park (See Attachments).

**ACTION**:

Recommend to Finance Committee and City Council approval of the Railyard Park Stewards Professional Service Agreement for the above referenced Railyard Park services in the amount of $100,000.

Attachments: Railyard Park Stewards - Letter of Request
Railyard Park Stewards - 2014 Report to the City of Santa Fe
Resolutions 2010-11, 2010-82 and 2012-46
Professional Services Agreement
Summary of Contract Agreements

**RAILYARD STEWARDS**

BOARD MEMBERS

Michael Coop, *Chair*

Jennifer Jenkins
*Vice-Chair*

Max Myers,
*Treasurer*

Lynn Pitcher Komer
*Secretary*

David Barker

Gayla Bechtol

Suby Bowden

Brian Egolf
(Ex Officio)

Gretel Follingstad

Jeff Mahan

Anne Nelson

Faith Okuma

STAFF

Linda Shafer
Executive Director

Jason Jaramillo
Program
Coordinator

September 2, 2015

City of Santa Fe
PO Box 909
Santa Fe, NM 87504 - 0909

Dear Mayor Gonzales, City Council Members and Robert Siqueiros:

The Railyard Stewards deeply appreciate the City of Santa Fe's support in our partnership to maintain the Railyard Park + Plaza - the City's largest cultivated Park. As the conservancy organization for the Railyard Park and through our Professional Services Agreement (PSA), the Stewards continue to provide a high level of horticultural care and maintenance for the Park; offer outstanding public education programs to our community; and recruit and manage a dedicated volunteer workforce.

The Railyard Stewards formally request a PSA in the amount of $100,000 for services to be performed from July 1, 2015 - June 30, 2016. The Scope of Services to accomplish the goals of our request include:

- **Yardmasters Adult Volunteer Program - $43,000 per fiscal year. Goal:** Add more volunteers through a comprehensive recruitment and marketing initiative; maintain the part-time horticulturalist position to advise volunteers and youth groups in the Park.

- **Youth In-Service and Voluntourism Program - $35,000 per fiscal year. Goal:** Recruit more youth groups to work in the Park including local churches, national conservation groups including National Community Conservation Corps, Rocky Mountain Youth Corps, Western Hardrock Watershed Team, and VISTA volunteers.

- **Horticultural Workshop Series - $14,000 per fiscal year. Goal:** Extend offerings to a year-round schedule by adding conservation programs and workshops to increase visitation and participation in Railyard Park programming.

- **Community Food Program - $8,000 per fiscal year. Goal:** Retain the volunteer farmer who provides agricultural guidance and advises in the gardens, and offer educational opportunities through customized conservation projects for high school students from the Master's Program at Santa Fe Community College.

Through 2015, the City of Santa Fe will receive a value of $321,262 from the Railyard Stewards conservancy work in the Railyard Park. Volunteers will contribute more than 6000 hours of service with board members, workshop presenters, the Railyard Art Committee, and horticultural consultants donating their time to the Stewards and the Park. This value offsets Parks Division costs for maintaining the Railyard Park, and fills a service gap in the care and horticultural maintenance of the Park, in addition to offering public and educational programming for our community.

RAILYARD
STEWARDS

Our volunteer corps, both adult and youth in-service participants, acts as the workforce to keep the Park's gardens and landscapes beautifully cared for and maintained. In 2014, these volunteers logged 3810 hours of service which represents a 24% increase over 2013, and for 2015 we expect to contribute more than 3900 hours of work in the Railyard Park.

The Railyard Stewards are grateful for the ongoing support of the City and works hard to maximize and leverage those resources in a cost effective manner. The Railyard Stewards also consistently matches the funding provided by the City through in-kind contributions, grants, fundraising efforts, and board contributions.

We look forward to our continued service and work in the Railyard Park, as we add value to the City's investment in its largest cultivated and landscaped park and offer public programming for our community and visitors. Thank you.

Sincerely,

Linda Shafer
Executive Director

Cc: Michael Coop, Chairman, Board of Directors

RAILYARD
STEWARDS

# RAILYARD STEWARDS
# REPORT TO THE CITY OF SANTA FE
# September 2015

## Introduction

Working in partnership with the City of Santa Fe, the Railyard Stewards are the nonprofit conservancy organization whose mission is to provide community stewardship and advocacy through the horticultural care and public programming at the Railyard Park + Plaza. With a vision to build and maintain a vibrant, beautiful, popular and safe community gathering place representing the history, values and aspirations of the people of Santa Fe, the Stewards accomplish this mission exclusively through a volunteer workforce.

Of the City's 68 developed scenic Parks, the Railyard Park has the only dedicated conservation organization and volunteer corps performing Park maintenance, with both adult and youth in-service participants acting as the labor force to carry out the specialized horticultural care and maintenance of the gardens and landscapes in the Park. To date for 2015, more than 1000 volunteers have logged 2715 hours of service which represents a 10% increase over 2014.

The horticultural scale of the Railyard Park - 13 acres - is the largest cultivated park in the City, with 23 planted gardens and landscapes including a rose garden, xeric gardens with native plants, an apple and apricot orchard, six Gabion Gardens, the Heritage Waffle and Community Garden, meadows, pollinator and scented gardens, and the Acequia Madre and Nina. The volunteer labor donated by the Stewards offsets a major portion of the Park's maintenance costs that would be incurred by City Parks Division. This value fills a service gap and provides year-round Park care, in addition to offering public programming for our community and attracts visitors to the Railyard Park.

Railyard Stewards - 2015 Programs and Accomplishments

**Hands-On Volunteer Contributions** – To date in 2015, 1000 adult and youth in-service volunteers have provided 2715 hours of park care to maintain and care for the landscapes and gardens in the Park.

**Yardmasters Adult Volunteers** donated more than 650 hours to date by working in the Park twice per week throughout the year. Volunteers are led and trained by a part-time horticultural specialist to implement the Railyard Park + Plaza Horticultural Guide.

**Voluntourism and Volunteer In-Service Youth Groups** – A total of 628 youth, ages 15- 24, working on in-service volunteer projects in the Park have currently contributed 1968 hours to improving the Railyard Park. Students from Utah Valley University spent their spring break in Santa Fe and helped the Yardmasters prepare the Gabion Garden for planting, in addition to Americorps' National Civilian Community Corps volunteers who completed this restoration project by planting 200 native plants, trees, and shrubs.

Nationally based Overland Youth Camps (Williamstown, MA) and MFUGE Interfaith Youth Groups (Nashville, TN) visited us for six weeks during June and July and 384 youth completed 1368 work hours to help the Railyard Stewards remove invasive species of Siberian elm seedlings and bindweed in addition to performing acequia maintenance.

**National Civilian Community Corps** - Based in Durango, CO with volunteers from across the US, 10 NCCC volunteers worked a full 40-hour week to complete the second phase of the Gabion Gardens reclamation project. They conditioned the soil, planted more than 200 native plants, grasses, and shrubs, and spread 30 cubic yards of compost and mulch. Last year this group removed the weed barrier in the garden, along with dead and failing shrubs and plants, and spread compost to fortify the 5000 square foot bed.

**Community Garden** – This year our 10-plot garden is sold out. We coordinate weekly work days for participants from April thru October with a volunteer farmer who provides agricultural information and guidance for individuals both experienced and new to organic food gardening.

**Railyard Park Community Gardening Workshops** – The Stewards organized and presented 12 community workshops in the Park's Community Room from March through June covering topics including: fruit tree pruning, rose care, home water audit, proper tree planting, creating pollinator gardens, integrated pest management methods. We developed new partnerships with Barrio Brinery and the NM Mycological Society to offer expanded, timely and fresher topics that include foraging for and cultivating mushrooms, and how to ferment foods from your garden. More than 300 community members attended.

Railyard Stewards - 2014 Accomplishments (cont'd)

Third Grade Students from Sweeney Elementary School - 2015

**Outdoor Science Classroom Program** – The Railyard Stewards developed an environmental science literacy curriculum for elementary school students and this fall we will host Sweeney Elementary School, located on Airport Road on the south side of Santa Fe. The Outdoor Classroom programming meets Santa Fe Public Schools' Core Curriculum and New Mexico Next Generation Science Standards and integrates classroom science instruction to science activities in the Park. We will host approximately 500 students in grades K-5 for 11 weeks beginning August 25 and ending November 3, 2015.

The goal of the **Outdoor Science Classroom Program** is to establish the Railyard Stewards as a reliable resource for the Santa Fe Public Schools, providing informal experiential education activities to increase science literacy and support school curriculum based on standards and benchmarks set by SFPS and Next Gen Science Standards.

**Farmers Market and SITE Coordinated School Field Trips** – The Stewards continue our partnership with the Santa Fe Farmers Market Institute and SITE Santa Fe to coordinate visits and lead educational science activities in the Park for students during spring and autumn field trips.

**The Masters' Charter School Program at Santa Fe Community College** visits the Park each Friday from March through June, and again from September through November, where high school juniors and seniors work on acequia clean-up and Park conservation projects. Since January 2015, 167 students visited the Park to volunteer their in-service time and help with Park clean-up efforts.

**Youth Shelters Access! Program** – In partnership with local nonprofits and businesses, the Access! Training and Education Community Collaborative assists adjudicated and homeless youth in developing labor skills and work experience for youth ages 14-24. Since January, the Railyard Stewards have hosted four youth volunteers for green job training to develop landscaping skills and will increase participation throughout the summer and fall seasons.

**St. Elizabeth's Shelter** - Effective August 22, 2015, volunteers from the men's emergency shelter will join us in the Railyard Park on Saturday mornings to pick up trash for an hour. The objective of St. E's program director, Maria Lopez, is to have shelter residents act as a positive example in the community and contribute to the health and safety of the Railyard Park.

**Community Room Rentals** – To date, we have increased Community Room rentals by 100% over 2014 and throughout the summer and fall the room is rented for the majority of Saturdays and Sundays.

RAILYARD
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# 2015

## Railyard Park Community Gardening Workshop Series

**All Workshops are on Saturdays at the Railyard Park Community Room, located directly behind SITE Santa Fe.**

Saturday, March 7, 1:00 pm – 3:00 pm – Fruit Tree Pruning Part I with Tracy Neal, Professional Horticulturist and Master Arborist

Saturday, March 14, 1:00pm – 3:00pm – Fruit Tree Pruning Part II with Tracy Neal, Professional Horticulturist and Master Arborist

Saturday, April 4th, 10am-Noon – Rose Pruning with Linda Churchill, Professional Horticulturalist.

Saturday, April 11th, 10-11am – Seed Starting with Abby Ferla, Agriculturalist.

Saturday, April 18th, 10am-Noon – Home Water Audit with Robert Wood, Water Conservation Specialist, City of Santa Fe Water Conservation Department.

Saturday, May 2nd, 10am-Noon – Tree Planting with Robert Wood, Certified Arborist/Municipal Specialist, City of Santa Fe Water Conservation Department.

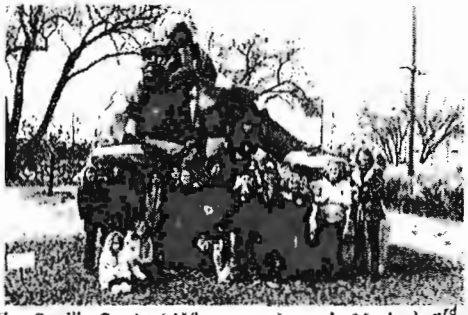
Saturday, May 23rd, 10am-Noon – Drip Irrigation Design and Maintenance with Robert Wood, QWEL Certified Instructor, City of Santa Fe Water Conservation Department.

Saturday, May 30th, 10am-Noon – Pollinator Hotels with Loretta McGrath, Director of Pollinator Partners, Educator, and Consultant

Saturday, June 6th, 10am-Noon – Integrated Pest Management in the Landscape with Robert Wood, Licensed Pesticide Applicator, City of Santa Fe Water Conservation Department.

Saturday, June 13, 10am-Noon – Introduction to Fermented Food Methods with Barrio Brinery.

Saturday, June 20, 10am-Noon – Home Mushroom Cultivation with Chris Kerns of the New Mexico Mycological Society.



Name the Gorilla Contest Winners – Acequia Madre's 3rd graders

## Railyard Stewards' Railyard Art Committee (RAC) Juried Public Art Projects - 2015

The Railyard Art Committee has juried eight public art projects through the end of August 2015 including:

January – March - Don Kennell's *Blue Gorilla* sculpture was installed at the corner of Cerrillos Rd. and Guadalupe St. The Railyard Stewards launched the "Name the Gorilla" contest and invited elementary school students to submit names for the gorilla. Amy Stone's 3rd grade, Acequia Madre Elementary School class won the $250 first prize with the name Zubachi. The Blue Gorilla was created by Don in response to the Philadelphia Zoo's call for sculptures made out of recycled materials that recognized and bring attention to endangered species throughout the world. The Blue Gorilla currently resides at the Philadelphia Zoo. Don is also the artist that created the community-favorite "Yard Dog" sculpture in the Park in 2011.

March – *Water, Aqua, World Water Day 2015* - Water Engineers of the Americas in collaboration with Magnetic Laboratorium Media Art Group displayed a multimedia video and sound project including a video projection on the Railyard Park's Water Tower with music, to raise awareness of global water issues.

May – In collaboration with Santa Fe University of Art & Design, RAC accepted student proposals for public art projects. Mae Rhymer's *Pillars of Light*, modular geometric clay pieces were mounted on 13 bollards in front of the Market Station complex. The dodecahedron forms were lit from the inside, representing the rising and setting sun.

May – August - Swing Set with Richard Eager –On each final Friday of the month, and coinciding with the Last Friday Art Walks in the Railyard, this musical trio performs classic jazz at the Water Tower from 5:00 - 7:00 PM.

June – *Currents 2015* – Santa Fe International New Media Festival Installations, June 12 – 28. Parallel Studios presents outdoor art, video installations and performances at the Railyard Park Plaza including video projections on the exteriors of the Violet Crown Theater, and Warehouse 21, in addition to outdoor temporary art and musical performances.

June – *Wheelbarrows* by local artist Douglas Mehrens This project is a series of 11 powder coated wheelbarrows in brilliant colors with accompanying steel figures with an accompanying hand tools.

June – *Poetree* Five high school students from Tierra Encantada Charter School in partnership with Story of Place Institute's Convergence Project installed the Poetree in the Railyard Park. This is a tree made out of a viga embedded in a concrete base, with dowel rods for branches which has multicolor cellophane leaves that contain poems submitted through social media outlets.

August – October - *Green Coyote* by Don Kennell – Don's monumental (15'x10'x13') coyote sculpture made of up-cycled automobile parts is a sympathetic and playful image which brings awareness to the coyote killing contests taking place in New Mexico, and acts as an advocate for the natural world.

Railyard Stewards Volunteer and Public Programming List - 2015

MFUGE Youth Group – July 2015

**Railyard Park Care – Hands-On Volunteers** – The Stewards recruit and train a volunteer workforce that provides specialized horticultural care, landscape maintenance, and invasive species removal services year round in the Park. The Yardmasters adult volunteers work with a horticultural specialist twice a week, to meet the plant and maintenance needs of the gardens and Park landscapes. Caring for the Railyard Park is an ongoing, 12-month/year effort.

**Voluntourism and Youth In-Service Volunteer Programs** --Youth groups, both local and nationally based, spent time in the Park this spring and summer and participated in conservation projects including: acequia maintenance, weed barrier removal and garden reclamation, trash removal, tree planting, weeding the grounds, removing invasive species including Siberian elm seedlings and bindweed, composting/mulching the Gabion Gardens, and maintaining the Heritage Waffle Garden.

**Outdoor Science Classroom Program** – The Railyard Stewards work with the Santa Fe Public Schools and offers environmental and science literacy education activities for elementary students and their teachers. We work with the science coordinator at each school to develop an out-of-school time curriculum that supplements the science curriculum taught in the classroom, and meets the Core Curriculum and New Mexico Next Generation Science Standards for each grade level.

**Gardening Workshop Series** – Features speakers and horticultural experts leading workshops in the Park on Saturday mornings, with topics ranging from rose care and pruning, proper tree planting, water conservation, planting to attract pollinators, soil science, and integrated pest management.

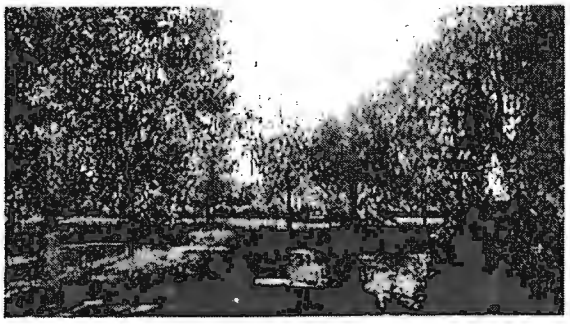
**Community Food Garden and Heritage Waffle Garden** – The Railyard Stewards offers garden plot rental to local residents in the Community Food Garden, with weekly agricultural instruction from a local farmer. The Heritage Waffle Garden illustrates food production using an ancient Zuni technique to grow high value crops with attention to water conservation by using flood irrigation with water from both the Acequia Madre and Acequia Nina that run through the Park property.

**Art in the Railyard Park** – The Railyard Art Committee (RAC) performs outreach and juries applications from local artists and artist groups to place temporary, outdoor pubilc art installations in the Railyard Park.

**Sustainability** – Through a coordinated effort in Park maintenance and by working with the City's Parks Division, the Railyard Stewards supports and enhances the Railyard Park Master Plan for long-term sustainability of the trees, plantings, and landscapes in the Park.

Through these competencies, the Railyard Stewards fulfill our responsibility to ensure that the Railyard Park + Plaza are maintained in perpetuity "as a park, open space, community gathering place, Rail Line corridor, trail corridor and plaza area," as designated in the Railyard Master Plan.

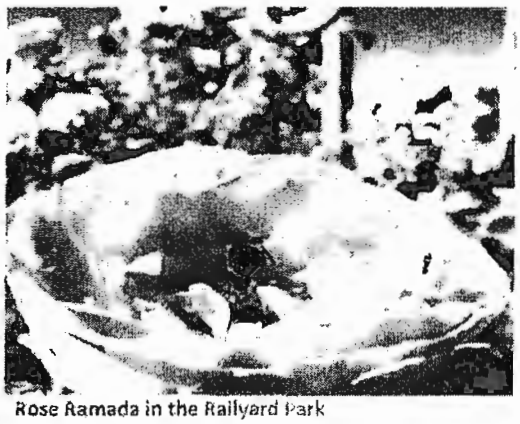
## Railyard Stewards - Value Added to the Railyard Park + Plaza - 2013 to 2015



The Railyard Stewards work year-round through its volunteer corps, youth in-service groups, Railyard Art Committee and board members to keep costs low, while providing high quality services to the City of Santa Fe, our community, and visitors to the Railyard Park. Hours for 2015 are projected through December 31, 2015.

| Railyard Stewards In-Kind Contributions | 2013 Hours | Dollar Equivalent | 2014 Hours | Dollar Equivalent | 2015 Hours | Dollar Equivalent |
|---|---|---|---|---|---|---|
| **Railyard Park Care** - Yardmasters adult volunteers and in-service youth groups provide horticultural care, park maintenance. (Independent Sector assigns annual Nat'l avg. for volunteers at $22.55/hr-2014; $22.07 -2015) | 3081 | $68,213 | 3810 | $85,915 | 3900 | $89,973 |
| **Horticultural Experts & Workshop Presenters** - Public programs, volunteer training on xeric landscaping, tree care, soil, water conservation, Park plants; training for Yardmasters, youth groups, Community Garden. | 32 | $564 | 78 | $3,900 | 80 | $4,000 |
| **Railyard Art Committee Public Art Advisory Panel** - Support for the Railyard Art Program to place public, temporary art installation in the Railyard Park. Includes policy development, outreach, site installation, and program administration. | 1000 | $17,600 | 510 | $11,500 | 550 | $12,689 |
| **Railyard Stewards Board Members Specialized Skills** - Board members supply skilled volunteer labor in landscape design architecture and horticulture to guide the care of the Railyard Park, in addition to legal, finance, fundraising, marketing, public relations, and management expertise. (Avg. $75/hr.) | 1103 | $96,360 | 1510 | $113,250 | 1500 | $112,500 |
| **In-Kind Materials** - The value of plants, tools, compost, mulch, community room materials provided for public programs and park care volunteers. | NA | $1,000 | NA | $1,305 | NA | $1,500 |
| **Donated Services and Technical Materials** – As a nonprofit, the Stewards receive donated and discounted equipment and services. Includes office equipment, software, and website maintenance. | NA | $2,500 | NA | $2,450 | NA | $5,600 |
| TOTAL VALUE | 7616 | $228,477 | 5908 | $ 218.320 | 6030 | $226,262 |
| CASH DONATIONS AND GRANTS | | $ 64,220 | | $ 98,935 | | $95,000 |
| TOTAL ADDED VALUE | | $ 292,697 | | $ 317,255 | | $321,262 |

## Railyard Stewards - Fundraising and Additional Contributions – 2014 - 2015



Rose Ramada in the Railyard Park

- In 2014 and 2015 the Railyard Stewards continued to raise funds and receive grants which assisted us in caring for and maintaining the horticultural gardens and landscapes in the Railyard Park, in addition to offering public and education programming to our community and Santa Fe Public Schools students.

- In 2015 we expanded our outreach efforts and revamped our newsletter for more regular, monthly distribution to our 1700 subscribers and constituents. We also regularly contribute articles to the City of Santa Fe's *City Highlights* weekly newsletter to build awareness of our work in the Railyard Park.

- In addition to the City of Santa Fe, contributors include Scott's Gro1000 to support the Community Garden; Los Alamos National Labs, New Mexico Bank & Trust, Los Alamos National Bank to support our Outdoor Classroom Science Literacy Program; the Kindle Project Foundation for Railyard Art Committee Projects; Whole Foods Bag Donation Program; Plants of the Southwest and Tracy Neal contributed trees to replace prominent dead trees in the Park; and PNM awarded the Stewards a grant to construct native bee houses in the Park and provide related educational programming.

- In 2014 and for 2015, the Railyard Stewards participated in *Give Grande New Mexico*, the state's inaugural fundraising program as part of the National Day of Giving on May 6. In 2015 we will kick off our end-of-year annual campaign in October, and conduct another campaign to coincide with the national philanthropy program *Giving Tuesday*, on December 1, 2015. Additionally in October, the Stewards will host a donor cultivation event at the Sage Inn to thank the Trust For Public Land and City employees who contributed to the success of the Railyard Park.

- To date, Community Room Rentals and revenue have more than doubled compared to 2014, with 40 rentals generating more than $2,100 in 2015.

## The Railyard Stewards Community Partners

Since 2010, the Railyard Stewards has cultivated sustaining partnerships with local organizations to support efforts in education, horticulture care, youth development, job creation, conservation, and environmental programs. We continue to add to that list. *Denotes new partners in 2014 and 2015.

**Community Partners**

City of Santa Fe

Santa Fe Railyard Community Corporation

Trust for Public Land

Acequia Madre Association

Green Forward Landscaping

Homegrown New Mexico

**Indian Health Services***

LANL Foundation

McCune Foundation

New Mexico State Forestry Division

Payne's Nursery

Plants of the Southwest

Radical Homemakers of Santa Fe

Railyard Neighborhood Watch Association

**St. Elizabeth Shelter***

Santa Fe Acequia Association

Santa Fe Botanical Gardens

Santa Fe Community Foundation

**Santa Fe Conservation Trust***

Santa Fe Farmers Market Institute

**Santa Fe Indian Center***

Santa Fe Master Gardeners

Santa Fe Watershed Association

SITE Santa Fe

Somos Un Pueblo Unido

Story of Place Institute

Surroundings Landscape Architecture

**Utah Valley University***

Western Hardrock Watershed Team OSM VISTA

**Whole Foods***

**Wings of America***

**Youth and School Partners**

Academy for Technology and the Classics

Capshaw Middle School

DeVargas Middle School

Girls Inc.

**Living Waters Lutheran Church Youth Group***

**MFUGE Youth Group***

**Masters' Charter School – SF Community College***

**McCurdy School***

National Civilian Community Corps

**Nava Elementary School***

New Mexico School for the Deaf

New Mexico Suicide Intervention Project

Ortiz Middle School

Overland Youth Programs

Pinon Elementary School

**Ramirez Thomas Elementary School***

Santa Fe Arts Institute

Santa Fe High School

**Santa Fe Indian School Conservation Club***

Santa Fe Masters High School

Santa Fe Mountain Kids

Santa Fe Prep Teen Action Program

Santa Fe University of Art and Design

**Santa Maria de la Paz Youth Group***

**SFPS Native American Student Services***

Santa Fe School for the Deaf

Santa Fe Youth Collaborative

**Sweeney Elementary School***

**Tierra Encantada Charter School***

United World College Global Leadership Forum

YouthWorks!

Youth Shelters Civic Justice Corps

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2010-11

INTRODUCED BY:

A RESOLUTION

SUPPORTING THE RAILYARD STEWARDS EFFORTS AT THE RAILYARD PARK AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE RAILYARD STEWARDS TO PROVIDE SERVICES FOR THE RAILYARD PARK.

**WHEREAS,** the Railyard Stewards is a grassroots organization working in partnership with the City of Santa Fe, The Trust for Public Land, and the Santa Fe Railyard Community Corporation in a care, conservation and education effort that encourages residents to actively participate in the Railyard Park, the City's newest and largest city park, and adjacent community plaza; and

**WHEREAS,** the Stewards have existed as a citizen group for over a decade, formalized as the Railyard Stewards in 2009, and are recognized as an official city partner in the official policies and procedures for the Railyard Park, Plaza and Alameda approved by the Governing Body in 2009; and

**WHEREAS,** the Stewards mission is to provides community stewardship and advocacy for the care and programming of the Railyard Park and Plaza; and

**WHEREAS,** the Railyard Park is intended to be a vibrant, beautiful, popular and safe community gathering place representing the history, values and aspirations of the people of Santa Fe; and

**WHEREAS,** in 2009 the Stewards provided approximately 3600 hours equivalent to $118,000 that the city did not have to spend including: specialized horticultural care and training (260 hours at $25/hour totaling $6,500); coordination for outreach, volunteers and fundraising (1484 hours at $35/hour totaling $51,940); programming, events and marketing ($9,500); Railyard park care (754 hours at $20/hour totaling $15,080); direction and specialized skills (710 hours at $35/hour totaling $24,850); and community garden coordination (450 hours at $35/hour totaling $9,000) as well as donated materials ($1,500); and

**WHEREAS,** the above includes 1300 hands-on hours of care in the Railyard Park and community garden, with over 150 people participating totaling 90 community work days equivalent to $26,000; and

**WHEREAS,** in 2009, the Stewards coordinated workshops featuring speakers on topics ranging from tree care to compost to integrated pest management, with opportunities for City outreach including two workshops presented by the City's pest management coordinator to over 50 community members on tree pruning, in workshops organized by the Stewards; and

**WHEREAS,** efforts by the Stewards offsets costs by Parks, Trails and Watershed Division of the City of Santa Fe for specialized maintenance of the Railyard Park; and

**WHEREAS,** the Stewards have raised over $135,000 for the care and programming of the Railyard and will continue to work to raise funds from businesses, foundations and individuals; and

**WHEREAS,** the Stewards work hard to leverage funds through volunteers and shared resources, keeping costs low while providing quality service to the City of Santa Fe and its residents, businesses and tourists; and

**WHEREAS,** the Stewards budget for 2010 is approximately $100,000 of which the Stewards have raised $30,000; and

**WHEREAS,** the Stewards have requested $25,000 per year from the city for three years towards the ongoing efforts of the Railyard Stewards; and

**WHEREAS,** because of the volunteer labor provided by the Stewards, an investment of $25,000 per year by the city most likely results in three to five times that in services to the city for the Railyard Park; and

**WHEREAS,** public/private partnerships are a benefit to the community and the city, particularly in these difficult economic times, because the city does not have the resources for the proper care of the Railyard park that the Stewards are providing and this huge investment deserves.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that the Governing Body supports the Railyard Stewards efforts at the Railyard Park and directs staff to identify funding and enter into a three year agreement with the Railyard Stewards for $25,000 per year to provide services for the Railyard Park including such services as:

1. Coordinating community hands-on volunteers in the Railyard open space areas for specialized plant care, invasive species removal and coordination and care of the community food gardens.

2. Continuing the "Outdoor Classroom" program in the Railyard Park to provide educational programming for youth groups and public school groups, helping to provide care of the Railyard Park and educating the public about the Railyard Park and horticultural and agricultural techniques.

3. Continuing "Garden in the Park" workshop series, featuring speakers on horticultural and agricultural, with opportunities for City outreach in workshops organized by the

Stewards.

4. Raising funds for the Railyard Park.

PASSED, APPROVED, and ADOPTED this 24th day of February, 2010.

DAVID COSS, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY

Jp/ca/jpmb/2010 res/railyard park stewards

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2010-82

INTRODUCED BY:

Councilor Romero

A RESOLUTION

AMENDING RESOLUTION NO. 2010-11 WHEREIN THE CITY MANAGER WAS DIRECTED TO ENTER INTO A THREE YEAR CONTRACT WITH THE RAILYARD STEWARDS IN ORDER TO INCREASE THE MAXIMUM AMOUNT TO BE PAID FOR SERVICES TO BE PERFORMED AT THE RAILYARD PARK.

WHEREAS, on February 24, 2010, the Governing Body adopted Resolution No. 2010-11 directing staff to identify funding and to enter into a three year agreement with the Railyard Stewards for $25,000 per year to provide services for the Railyard Park including such services as:

1. Coordinating community hands-on volunteers in the Railyard open space areas for specialized plant care, invasive species removal and coordination and care of the community food gardens;

2. Continuing the "Outdoor Classroom" program in the Railyard Park to provide educational programming for youth groups and public school groups, helping to provide care of the Railyard Park and educating the public about the Railyard Park and horticultural and

agricultural techniques;

3. Continuing "Garden in the Park" workshop series, featuring speakers on horticultural and agricultural, with opportunities for City outreach in workshops organized by the Stewards; and

4. Raising funds for the Railyard Park; and

**WHEREAS,** the City did enter into a contract with the Trust for Public Land as the fiscal agent for the Railyard Stewards for $25,000 for the current fiscal year for the services described above; and

**WHEREAS,** the Railyard Stewards have performed additional services needed by the City above the initial contract levels within the duties described above; and

**WHEREAS,** funding for such additional services is available in the City's budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that** Resolution No. 2010-11 is amended to authorize the city manager to increase the maximum amount paid to the Railyard Stewards for services to be performed at the Railyard Park to $50,000 per year.

PASSED, APPROVED, and ADOPTED this 13th day of October, 2010.

David Coss

DAVID COSS, MAYOR

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY

Jp/ca/jpmb/2010 res/railyard park stewards revisc

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2012-46

INTRODUCED BY:

Councilor Romero
Councilor Trujillo
Councilor Wurzburger
Councilor Calvert
Councilor Ives
Councilor Rivera

A RESOLUTION

**DIRECTING STAFF TO PREPARE THE REQUIRED DOCUMENTS TO AMEND THE CURRENT AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE SANTA FE RAILYARD PARK STEWARDS FOR CONTINUED SERVICES TO BE PROVIDED AT THE SANTA FE RAILYARD PARK AND PLAZA FOR $100,000 PER YEAR TO BE PAID OVER A THREE YEAR TERM, BEGINNING FY 2012/2013.**

**WHEREAS,** on February 24, 2010, the Governing Body adopted Resolution No. 2010-11 directing staff to identify funding and to enter into a three year agreement with the Railyard Stewards for $25,000 per year to provide services for the Railyard Park; and

**WHEREAS,** on October 13, 2010, the Governing Body adopted Resolution No. 2010-82 to amend Resolution No. 2010-11 in order to authorize the city manager to increase the maximum amount paid to the Railyard Stewards for services to be performed to $50,000 per year; and

**WHEREAS,** the Railyard Stewards state in the *Railyard Stewards Tasks Accomplished and Added Value 2011 Report to the City of Santa Fe* ("*Report*") that in-kind contributions equal 3,960 hours for a total of in-kind amount of $109,950, see *Report*, attached hereto as Exhibit A; and

**WHEREAS,** such in-kind hours added value to the City of Santa Fe because the Railyard Stewards provided volunteer outreach, marketing, community and youth education and care for the Railyard Park and Plaza; and

**WHEREAS,** the Governing Body appreciates the value of benefits the City has received from the Railyard Stewards and wishes to increase the annual amount provided to the Railyard Stewards.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE** that staff is directed to prepare the required documents to amend the current agreement between the City of Santa Fe and the Santa Fe Railyard Park Stewards for continued services to be provided at the Santa Fe Railyard Park and Plaza for $100,000 per year, to be paid over a three year term, beginning FY 2012/2013.

PASSED, APPROVED, and ADOPTED this 25th day of April, 2012.

DAVID COSS, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY

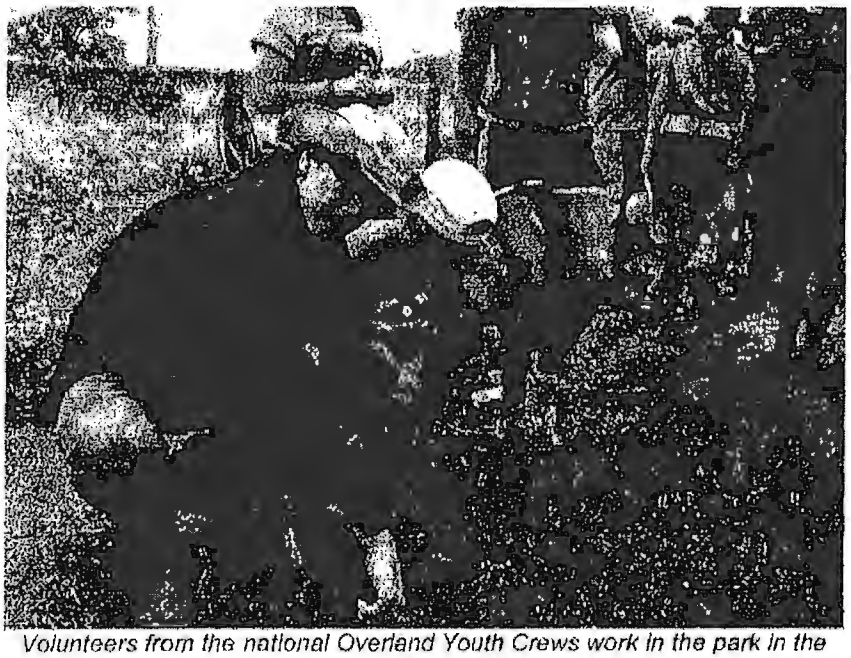
*mdb/Cao/M/Melissa/Resolutions 2012/2012-46 Railyard Park Stewards*

EXHIBIT
A

RAILYARD
STEWARDS

## Tasks Accomplished and Added Value

*2011 Report to the City of Santa Fe*



*Volunteers from the national Overland Youth Crews work in the park in the summer of 2011. Photo: The Railyard Stewards, 2011.*

The Railyard Stewards are honored to partner with the City of Santa Fe in the Railyard Park + Plaza. The Stewards leverage funding through thousands of volunteer hours and shared resources. In 2011 we focused on deepening our horticulture and volunteer programs and solidified our structure: we formed a 501(c)3 non-profit organization separate from The Trust for Public Land (as planned), and increased our staff and annual budget. We also increased our community workshops and our green job training programs, and continued our community and youth service-learning programs.

### Tasks Accomplished in 2011

The Railyard Stewards had a very busy year in 2011. Thank you to the City of Santa Fe for making this possible! Our accomplishments include:

- Provided over 144 park care events with community and youth volunteers
- Provided over 2300 hours of hands-on park care with volunteers and the community
- Had a total of 736 youth individual volunteer visits and 256 individual adult volunteer visits
- Engaged over 15 schools and youth groups in direct programs

- Increased our green job training hours with at-risk youth and young adults
- Secured awards for the Railyard Park + Plaza, including the Rudy Bruner Award for Urban Excellence
- Launched the Railyard Art Program with installations by Don Kennel (the Yard Dog sculpture) and Axel Contemporary Gallery; created online application system for applications
- Provided 22 community workshops and tours, a 55% increase from 2010
- Assisted the City and the Santa Fe Railyard Community Corporation (SFRCC) with coordination of the Railyard Community Room with the public
- Provided furniture and supplemented folding chairs and other amenities in the Railyard Community Room
- Sent out a monthly e-newsletter to over 700 recipients about happenings in the Railyard, including events ranging from community celebrations and workshops to business and gallery events
- Increased our staff from 1.15 FTE in 2010 to 1.95 FTE in 2011
- Secured a year-long, half time VISTA Americorps intern from the Western Hardrock Watershed Team funded by the Department of the Interior

*Many of the partners in the Railyard Park + Plaza pose with the fist place 'Best of Santa Fe' award. Photo: The Railyard Stewards, 2011.*

**Added Value to the City of Santa Fe:**

The Railyard Stewards provided many hours of work for volunteer outreach, marketing, community and youth education and care for the Railyard Park and Plaza in 2011. Our budget shows direct costs (see attachment), and in-kind contributions, with a rate estimate of costs for these services, are listed on page 3.

**BUDGET:** Our 2011 expenses were $131,240 ($50,000 towards expenses was provided by the city in 2011). The added value for direct costs excluding the City input of $50,000 is $81,240.

**IN-KIND CONTRIBUTIONS:**

| In-Kind Contribution | 2011 | Dollar Equivalent (Includes estimated rate and taxes) |
|---|---|---|
| **Railyard Park Care:** Hands-on horticultural care in the Railyard Park and Plaza by the Stewards, community volunteers and youth groups to keep the park beautiful and healthy. | 2300 Hours | $46,000 ($20/hour) |
| **Railyard Stewards Board Members: Specialized Skills:** The Railyard Stewards board provides hundreds of hours of skilled volunteer labor in fundraising, updating and creating the park care manual, providing expertise on art and installation, providing free labor on design and construction questions, creating marketing and public outreach tools, planning our volunteer recruitment activities, providing workshops to the public in areas of specialty, and guiding the specialized horticultural care of the Railyard Park + Plaza. | 750 Hours | $26,250 ($35/hour) |
| **VISTA Americorps Intern:** In 2011 the Stewards secured a year-long, half time intern from the Western Hardrock Watershed Team (funded by the Department of the Interior). This shows estimated in-kind value for August – December 2011. | 340 Hours | $5,100 ($15/hour) |
| **Workshop Presenters and Horticultural Volunteers: Specialized Skills:** The Railyard provided 22 community workshops and tours in the park in 2011. Topics ranged from fruit tree pruning to growing grain and vegetable gardening. The majority of presenters donated their time to share their specialized skills with the public (only two presenters were given a stipend for their presentation). | 110 Hours | $3,850 ($35/hour) |
| **Community Gardens:** The Railyard Stewards coordinate the two Railyard Community Gardens, including membership and volunteers, youth and school programs, partners, and food donations to the Food Depot and St. Elizabeth's shelter. | 450 | $9,000 ($20/hour) |
| **Railyard Art Committee Hours:** The Stewards coordinate hundreds of volunteer hours for the Railyard Art Program (for temporary public art); hours include committee member time on policy development, outreach, and site and artist coordination. | 350 | $12,250 ($35/hour) |
| **In-Kind Materials:** The value of plants, tools, compost, community room materials, etc. provided for the public and park care volunteers | NA | $5,000 |
| **Donated Technical Materials and Services:** As a non-profit organization, the Stewards receive donated and discounted equipment and services. This estimate is for donated items in 2011, including office equipment, software, and website development. | NA | $2,500 |
| ***TOTAL IN-KIND:*** | ***3960 Hours*** | ***$109,950*** |

| | |
|---|---|
| **TOTAL ADDED VALUE (2011 BUDGET AND IN-KIND)** | **$191,190** |

*Volunteers from the United World College work with YouthWorks and the Stewards in a cultural exchange service-learning session at the Railyard in the summer of 2011. Below: Students from Santa Fe Prep's Teen Action Program pose with the Yard Dog sculpture. Photos: The Railyard Stewards, 2011.*

## Railyard Stewards 2011 Budget:

| | TOTAL<br>Jan - Dec<br>11 |
|---|---|
| **Income** | |
| BEGINNING CASH | 4,838 |
| PUBLIC SUPPORT | 51,907 |
| PROGRAM REVENUE | 75,505 |
| OTHER INCOME | 0 |
| **Total Income** | 132,250 |
| **Expense** | |
| STAFFING EXPENSES | 89,891 |
| CONTRACTED SERVICES | 13,828 |
| BUSINESS EXPENSES | 3,025 |
| FACILITIES & EQUIPMENT | 10,162 |
| PROGRAM OPERATIONS | 11,826 |
| Other Types of Expenses | 194 |
| TRAVEL & MEETINGS | 2,314 |
| Uncategorized Expenses | 0 |
| **Total Expense** | 131,240 |

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and The Santa Fe Railyard Park Stewards (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor whichever occurs last.

**WHEREAS**, on February 24, 2010, the Governing Body adopted Resolution No. 2010-11 directing staff to identify funding and to enter into a three year agreement with the Railyard Stewards for $25,000 per year to provide services for the Railyard Park; and

**WHEREAS**, on October 13, 2010, the Governing Body adopted Resolution No. 2010-82 to amend Resolution No. 2010-11 in order to authorize the city manager to increase the maximum amount paid to the Railyard Stewards for services to be performed to $50,000 per year; and

**WHEREAS**, the City Council approved Resolution 2012-46 directing staff to amend the current agreement with the Santa Fe Railyard Park Stewards for continued services to be provided at the Railyard Park for $100,000 per year for three years.

**WHEREAS**, this Agreement is entered into to settle the violation of the Anti-Donation Clause, Article IX, Section 14 of the New Mexico Constitution.

IN CONSIDERATION of the above recitals, the parties hereby agree to the terms and conditions set forth.

1. SCOPE OF SERVICES

During the term of this Agreement, the Contractor shall provide the following services for the City:

A. In Fiscal Year 2015/2016 the Santa Fe Railyard Park Stewards shall provide workshops, volunteer projects and funding programs for the Santa Fe Railyard Park in Santa Fe, New Mexico, as follows:

(1) Determine the definitive scope of work, coordinate, implement and provide specialized programs and oversee (i) the project administration for all phases of the programs.

(2) The Santa Fe Railyard Stewards shall provide the following:

(a) Yardmasters - Park Volunteer Program ($43,000 per fiscal year);

(b) Youth Programs - Park Volunteer Programs ($35,000 per fiscal year);

(c) Garden in the Park Workshop Series ($14,000 per fiscal year);

(d) Community Food Programs ($8,000 per year);

(3) Manage and coordinate the work of all volunteers providing services and monitor their progress to meet deadlines.

(4) Prepare a yearly program budget based on costs for previous years.

(5) Hire independent consultants to provide project coordination services as needed.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

C. The Contractor shall obtain any necessary permits through the State of New Mexico Construction Industries Division required for the construction associated with the Santa Fe Railyard Park.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed one hundred thousand dollars ($100,000) for fiscal year 2015/2016 inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

D. Contractor shall pay providers directly for reimbursement of construction services costs and project coordination services provided by independent consultants that are related to programs that are to be paid by the funds allocated for the Project.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City's Capital Improvement Program. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and terminate on June 30, 2016, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 15 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor 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 of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be

employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

The Contractor, at its own cost and expense, shall carry 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 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 will be notified within 10 days of cancellation for any reason. The Contractor shall

furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor 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 Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. 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 Contractor. 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.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and

nature of services rendered. These records shall be subject to inspection by the City. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. 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 understandings 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.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Robert Siqueiros
Engineering Division
PO Box 909
Santa Fe, NM 87504-0909

Contractor:
Santa Fe Railyard Park Stewards
800 Early Street 204 B
Santa Fe, NM 87505

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

CONTRACTOR:
RAILYARD PARK STEWARDS

_____
JAVIER M. GONZALES, MAYOR

_____
LINDA SHAFER
EXECUTIVE DIRECTOR

DATE: _____

DATE: _____

CRS #03-201187-00-3
City of Santa Fe Business
Registration # _____

ATTEST:

_____
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

9/9/15
_____
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

_____
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52857.510340
Business Unit Line Item

## City of Santa Fe
## Summary of Contracts, Agreements, & Amendments

**Section to be completed by department for each contract or contract amendment**

1 FOR: ORIGINAL CONTRACT [X] CONTRACT AGREEMENT [ ]
MAINTENANCE AGREEMENT [ ] LICENSE AGREEMENT [ ]
LEGAL SERVICES AGREEMENT [ ] MEMORANDUM OF UNDERSTANDING [ ]
MEMORANDUM OF AGREEMENT [ ] JOINT POWERS AGREEMENTS [ ]
GRANT AGREEMENTS [ ] CHANGE ORDERS [ ]

2 Name of Contractor **Santa Fe Railyard Park Stewards**

3 Complete information requested [ ] Plus GRT

[ ] Inclusive of GRT

Original Contract Amount: **$300,000 or $100,000 for Last 3 FY**

Termination Date: **June 30, 2016**

[ ] Approved by Council Date: **Pending (October 14, 2015**

[ ] or by City Manager Date: _____

**Contract is for:** **The Stewards will implement vounteer programs for the Railyard Park.**

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[ ] Approved by Council Date: _____

[ ] or by City Manager Date: _____

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) [ ] Plus GRT

[ ] Inclusive of GRT

Amount $ **25,000.00** of original Contract# **10-0401** Termination Date: **06/01/2011**

Reason: **Funding and Volunteer Program Implementation**

Amount $ **300,000.00** amendment # **11-0217** Termination Date: **06/30/2012**

Reason: **Funding and Volunteer Program Implementation (3years)**

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

## City of Santa Fe
## Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP ☐ RFQ ☐ Sole Source ☐ Other ☐

6 **Procurement History:** **Appropriated by the Railyard GRT Fund**
example: (First year of 4 year contract)

7 **Funding Source:** **Railyrad GRT Fund** **BU/Line Item:** **52857.510340**

8 **Any out-of-the ordinary or unusual issues or concerns:**
**See Attached Memo Summary**
*(Memo may be attached to explain detail.)*

9 **Staff Contact who completed this form:** **Robert Siqueiros** Phone # **955-6977**

**Division Contract Administrator:** **Isabel Lucero/Bobbi Mossman**

**Division Director:**

**Department Director:** **Isaac J. Pino PE**

10 **Certificate of Insurance attached.** (if original Contract) ☐

11 **Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity:**

12 **Prior year's contract amount?:** **$25,000 in 2009, $50,000 in 2010 and $50,000 in 2011**

13 **Describe service impact from an ongoing commitment to the contractor:** **N/A**

14 **Why staff cannot perform the work?:** **See Resolution 2012-46**

15 **If extending contract, why?:** **See Resolution 2012-46 for detailed information.**

16 **Was a Santa Fe company awarded contract? If not, why?:** Yes The stewards are a **non profit orgainzatio**

17 **Is this for City Manager or Council approval?:** **City Council Approval**

**To be recorded by City Clerk:**

Contract #

Date of contract Executed (i.e., signed by all parties):

Note: If further information needs to be included, attach a separate memo.

Client#: 586121 RAILSTEW

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/17/2015

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 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).

PRODUCER
HUB International Ins Svcs Inc
7770 Jefferson Street NE, 200
P.O. Box 90756
Albuquerque, NM 87199-0756

CONTACT NAME: Lisa Sisneros
PHONE (A/C, No, Ext): 505-348-1831 FAX (A/C, No):
E-MAIL ADDRESS: lisa.sisneros@hubinternational

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Philadelphia Indemnity Insuranc | 18058 |
| INSURER B: New Mexico Foundation Insurance | |
| INSURER C: Philadelphia Indemnity Insuranc | 18058 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
The Railyard Stewards
805 Early Street 204 B
Santa Fe, NM 87505

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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY | | | PHPK1269780 | 01/18/2015 | 01/18/2016 | EACH OCCURRENCE | $1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $100,000 |
| | CLAIMS-MADE X OCCUR | | | | | | MED EXP (Any one person) | $5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 70271 | 06/01/2015 | 06/01/2016 | X WC STATU-TORY LIMITS / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N | N/A | | | | | E.L. EACH ACCIDENT | $100,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $100,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |
| C | D&O Liability | | | PHSD1003938 | 01/18/2015 | 01/18/2016 | 1,000,000 Lmt/1,000 Ded | |
| C | Employment Pract | | | PHSD1003938 | 01/18/2015 | 01/18/206 | 1,000,000 Lmt/1,000 Ded | |
| | | | | | | | 1,000,000 Agg All Parts | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Santa Fe is included as additional insured with respects to general liability, where required by written contract per attached form PIGLDHS 1011. Workers compensation coverage is evidence only.

CERTIFICATE HOLDER
City of Santa Fe
Attn: Barbara Boltrek
Risk Managemet
PO BOX 909
Santa Fe, NM 87504-0909

CANCELLATION
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
Robert A. Mashek

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