

City of Santa Fe, New Mexico

memo

DATE: February 23, 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.

1. REQUEST APPROVAL OF A BUDGET INCREASE – RAILYARD PROJECT FUND

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.

In 2010 and 2011 the 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.

On April 25, 2012 the City Council approved an amended 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 and 14/15) towards the ongoing and expanding efforts of the Railyard Park Stewards (See Attached Resolution 2012-46).

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 the second half of fiscal year 14/15. Railyard staff and the Park Stewards are requesting \$50,000.

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

- (a) Yardmasters - Park Volunteer Program (\$21,500);**
- (b) Youth Programs - Park Volunteer Programs (\$17,500);**
- (c) Garden in the Park Workshop Series (\$7,000);**
- (d) Community Food Programs (\$4,000);**
- (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. Sustainability and Maintenance;**

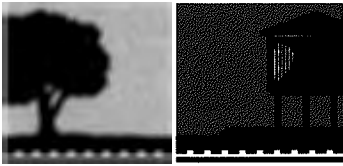
10. Urban Land Institute – Urban Open Space Award Finalist;
11. Hand On Volunteer Contributions;
12. Yardmasters Adult Volunteers;
13. Voluntourism and Volunteer In- Service Youth Groups;
14. National Civilian Community Corps;
15. Community Garden (Weekly Events);
16. Railyard Parks Horticultural Workshops;
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 \$50,000.

Attachments: Railyard Park Stewards - Letter of Request
Railyard Park Stewards - 2014 Report to the City of Santa Fe
Resolution 2012-46
Professional Services Agreement
Budget Adjustment Request
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

Marc Beyeler

Suby Bowden

Courtney Carswell

Brian Egolf
(Ex Officio)

Gretel Follingstad

Kyle Harwood

Faith Okuma

Eric Weiner

February 11, 201⁶

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. Through our Professional Services Agreement (PSA), the Stewards continue to provide a high level of horticultural care and maintenance in the Park; offer outstanding public education programs to our community; and recruit and manage a dedicated volunteer workforce.

In 2014, the City of Santa Fe received a value of \$317,255 through the Railyard Stewards work. Volunteers contributed close to 6000 hours of service with board members, workshop presenters, the Railyard Art Committee, and horticultural consultants contributing their time to the Stewards and the Park. This value offsets Parks Division costs for maintaining the Railyard Park, and fills a service gap by contributing to the Park's horticultural care in addition to offering public and educational programming for the community.

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.

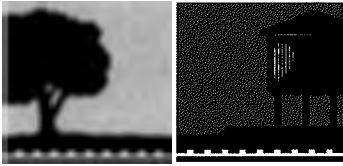
For the second half of the City's 2014–2015 fiscal year, the Railyard Stewards formally request a PSA in the amount of \$50,000 for services to be performed from January 1, 2015 – June 30, 2015. The Scope of Services to accomplish the goals of our request includes:

STAFF

Linda Shafer
Executive Director

Eric Brayden
Program
Coordinator

- **Yardmasters Adult Volunteer Program - \$21,500 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 Volunteer Program - \$17,500 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 - \$7,000 per fiscal year. Goal:** Extend workshop offerings to a year-round schedule by adding workshops, to increase visitation and participation in Railyard Park programming.
- **Community Food Program - \$4,000 per fiscal year. Goal:** Retain the volunteer farmer who provides agricultural guidance and advises in the gardens, and offer educational opportunities through customized projects for high school students from the Master's Program at Santa Fe Community College.



RAILYARD STEWARDS

The Railyard Stewards is 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,

A handwritten signature in black ink, reading "Linda Shafer". The signature is fluid and cursive.

Linda Shafer
Executive Director



RAILYARD STEWARDS

RAILYARD STEWARDS REPORT TO THE CITY OF SANTA FE November 2014



The Railyard Stewards is a grassroots, nonprofit organization, working in partnership with the City of Santa Fe, whose mission is to provide community stewardship and advocacy for the care and programming of 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 through a volunteer workforce.

Request: For the 2015/2016 fiscal year, the Railyard Stewards requests a renewal of their Professional Services Agreement for \$100,000, as this amount is advised by City Councilors Bushee and Lindell, and Mayor Gonzales, citing budgetary constraints. Based on the Railyard Stewards value added contribution of \$317,255 (see below), we originally planned to request an investment of \$150,000 from the City, since we match more than half of this funding through the services and programming we provide.

With a staff of two people, we are at full capacity to manage the programming and services we provide to the City and our community. With moderately increased funding from the City, that matches the volunteer in-kind services and value we contribute, we hoped to add more educational programming. Our plan was to host two elementary schools per semester in our Outdoor Classroom, with the goal of becoming a reliable educational resource for Santa Fe Public Schools. The program brings elementary school students to the Park, where children participate in lessons that supplement classroom instruction to increase science literacy and meet core curriculum standards and benchmarks.

- In 2014, the City of Santa Fe will receive a value of \$317,255 through the Railyard Stewards work that includes the specialized horticultural care of the Park's landscape, fundraising and public programming. All volunteers - adult and youth groups, board members, workshop presenters, the Railyard Art Committee, and horticultural consultants - contributed close to 6000 hours of service this year.
- Of the City's 60 scenic Parks, the Railyard Park has the only dedicated volunteer corps for 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. In 2014, volunteers logged 3810 hours of service which represents a 24% increase over 2013.

- The horticultural scale of the Railyard Park - 13 acres - is the largest cultivated park in the City, with 12 gardens and landscaped areas that include a rose garden, xeric gardens with native plants, an apple and apricot orchard, six Gabion Gardens, the Heritage Waffle and Community Garden, meadows, scented gardens, and two acequias. The \$317,255 of volunteer labor that the Stewards donate offsets Parks Division costs incurred if the department absorbed this responsibility. This value fills a service gap and Provides year-round Park care, in addition to public programming for our community and attracting visitors.

Railyard Stewards Volunteer and Public Programming 2014



MFUGE Youth Group – July 2014

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 Classroom Program – The Railyard Stewards works with the Santa Fe Public Schools and offered environmental and science literacy education activities for students in grades 1-5 from Ramirez Thomas, Nava, and McCurdy Elementary Schools. Instruction supplements the science curriculum taught in the classroom, and meets the Core Curriculum and New Mexico Next Generation Science Standards for each grade level, and is taught in the Railyard Park's Outdoor Classroom.

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 public art installations in the Railyard Park.

Railyard Stewards Volunteer and Public Programming (cont'd)

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 and plantings 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 - 2014 Accomplishments



2014 Overland's Youth In-Service Program in the Railyard Park

Urban Land Institute - Urban Open Space Award Finalist – One of five finalists for the Urban Open Space Award, an annual competition that recognizes outstanding examples of successful large- and small-scale public spaces that have socially enriched and revitalized the economy of their surrounding communities. We hosted our ULI juror, Terrall Budge, for Railyard Park and Farmers Market tours, with participation by Mayor Gonzales, Councilors Bushee, Ives, and Lindell, SFRCC, Santa Fe Farmers Market Institute, and the Railyard Stewards board of directors.

Hands-On Volunteer Contributions - Provided 3810 hours of adult and youth in-service volunteer park care, which is a 24% increase from 2013 (3081 hours), for a dollar equivalent value of \$218,320.

Yardmasters Adult Volunteers donated over 1100 hours 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 + Place Horticultural Guide.

Voluntourism and Volunteer In-Service Youth Groups - Youth groups, ages 15- 24, working on in-service volunteer projects in the Park included MFUGE Youth Group, Living Water Lutheran Church, Overland Youth Groups, National Community Conservation Corps, and Masters' Program high school students. They donated 1945 hours of service work that included 510 participants in the Park. Overland Youth Groups and MFUGE Youth Group are in-service summer camp programs based in Williamstown, MA and Nashville, TN respectively.

National Civilian Community Corps - Based in Denver, CO with volunteers from across the US, with assistance from the NCCC volunteers, the Stewards completed the reclamation project in the Gabion Gardens to remove weed barrier, dead shrubs and plants, composting, mulching the garden.

Community Garden – Coordinated weekly work days from April thru October with a volunteer farmer (contributed more than 50 hours of volunteer time) to provide agricultural instruction for individuals renting garden plots.

Railyard Stewards - 2014 Accomplishments (cont'd)



McCurdy School – May 2014

Railyard Park Horticultural Workshops - Organized and hosted 11 community workshops in the Park from February through June that covered topics including: fruit tree pruning, rose care, home water audit, proper tree planting, creating pollinator gardens and integrated pest management methods.

Earth Day Celebration April 26, 2014 in the Railyard Park on - hosted in partnership with more than 30 local conservation and environmentally related organizations to include the Santa Fe Botanical Garden, Earth Care, Santa Fe Watershed Association, Gaia Gardens, Forest Guild, Ampersand Learning Center, Permaculture Institute, Audubon Center, Sustainable Santa Fe, Farm to Table, March for Climate Action, Santa Fe Raptor Center and more.

Railyard Park Clean-Up Day - Hosted annual Clean-Up Day with Keep Santa Fe Beautiful, in conjunction with Earth Day - more than 100 community members joined us to remove trash from the Railyard Park.

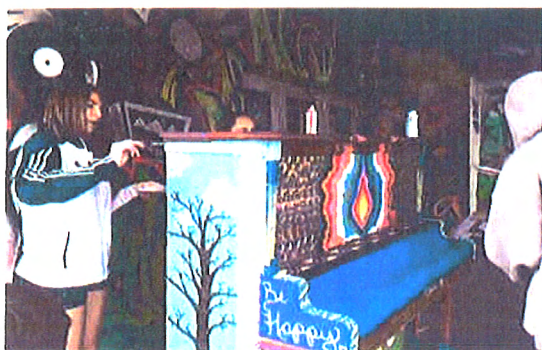
Laps4Life Fitness Program - In partnership with Wings of America and Indian Health Services, hosted an initiative funded by the Santa Fe Community Foundation Native American Fund to encourage participants to develop healthy lifestyles by exercising regularly in the Railyard Park using the Prescription Trails and keeping a wellness journal. The program lasted 8 weeks this summer, with attendance totaling 125 Native American participants. We also offered free Tai Chi, capoeira, Zumba, or yoga instruction each week.

Outdoor Classroom Program - With the input and guidance of the science coordinator at Ramirez Thomas Elementary School, we developed an environmental science literacy curriculum for elementary school students who visited the Park each Tuesday. The programming meets Core Curriculum and New Mexico Science Standards and integrates with classroom science instruction. We hosted 490 students for 10 weeks in grades 1-5.

The goal of the **Outdoor Classroom Program** is to establish the Railyard Stewards as a reliable resource for the Santa Fe Public Schools, providing informal science education to increase 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 - Continued 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 160 students from Nava School and McCurdy Schools, for their spring field trips.

Railyard Stewards - 2014 Accomplishments (cont'd)



Students from Tierra Encantada Charter School Paint Planos for the RAC Piano Project- 2014

The Masters' Program at Santa Fe Community College visited 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. More than 200 students visited the Park to volunteer.

Youth Works! and Youth Shelters Civic Justice Corps – Hosted 20 youth volunteers in the Railyard Park and hope to increase participation through implementing a green jobs training initiative.

Community Room Rentals - Managed 20 rentals for meetings, birthday parties, and educational activities.

Tree Donations - Plants of the Southwest and Tracy Neal donated an Akane apple tree and a McDaniel oak tree to replace dead trees in the Park - planted by the MFUGE Youth Group.

The Railyard Art Committee juried five public art projects displayed in the Railyard Park, including:

- **CURRENTS 2014** presented works in interactive and fine art video installations using the buildings in the Railyard Park + Plaza, multimedia performances, projection mapping, single channel video, animation, digital dome programs, and experimental documentary movie features. With 40 national/international artists, the Park hosted more than 6,000 visitors for this week long event, with performers and panelists from 19 countries and 26 US states.
- **Home Is.....** A bi-lingual, chalk art installation with a 25'x 5' chalk board and colored chalk supplies that invited visitors to write, draw and express what Home means for them.
- **Convergence Piano Project** with Story of Place Institute – Students from Tierra Encantada Charter School sourced and, as a community project, painted and installed four pianos throughout the Park. During the summer, visitors to the Park would stop and spontaneously play the pianos to add music to the environment.
- **Renga Poetry Sign Installation** - The Renga Project is a new take on an ancient, collaborative form of Japanese poetry. 52 weekly stanzas were written by New Mexico poets accompanied by drawings by New Mexico artists and displayed on tiered panels attached to a large sign in the Santa Fe Railyard all year, with new stanzas added weekly.
- **Swing Set** – Live performances of Golden Age Jazz at the Railyard Park Plaza on Friday evenings in July.

Railyard Stewards - Value Added to the Railyard Park + Plaza - 2012 to 2014



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 quality services to the City of Santa Fe, our community, and visitors to the Railyard Park.

Railyard Stewards In-Kind Contributions	2012 Hours	Dollar Equivalent	2013 Hours	Dollar Equivalent	2014 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.)	3166	\$63,320	3081	\$68,213	3810	\$85,915
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.	78	\$3,900	32	\$564	78	\$3,900
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.	1270	\$63,500	1000	\$17,600	510	\$11,500
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.)	724	\$36,200	1103	\$96,360	1510	\$113,250
In-Kind Materials - The value of plants, tools, compost, mulch, community room materials provided for public programs and park care volunteers.	NA	\$2,676	NA	\$1,000	NA	\$1,305
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	\$4,523	NA	\$2,500	NA	\$2,450
TOTAL VALUE	7288	\$204,869	7616	\$ 228,477	5908	\$218,320
CASH DONATIONS AND GRANTS		\$ 94,517		\$ 64,220		\$ 98,935
TOTAL ADDED VALUE		\$299,386		\$292,697		\$317,255

Railyard Stewards - Fundraising and Additional Contributions - 2014



Rose Ramada in the Railyard Park - 2014

- In 2014, the Railyard Stewards raised funds and received 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.
- For 2015, we are writing a formal development and fundraising plan to more effectively reach and cultivate donors throughout the year, and make them aware of our programs and work, in addition to revamping our newsletter for more regular distribution to our 1600 subscribers.
- In addition to the City of Santa Fe, contributors included the Stranahan Foundation, LANL Foundation, and the Kindle Project Foundation for educational programming. Whole Foods contributed gift cards for volunteer refreshments, and the Santa Fe Community Foundation supported the Laps4Life Native American Fitness program. Plants of the Southwest and Tracy Neal contributed two trees to replace prominent dead trees in the Park, and several of our youth in-service groups planted these trees.
- 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. We will also 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 2.

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.

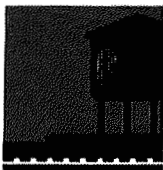
Community Partners

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 Botanical Gardens
Santa Fe Community Foundation
Santa Fe Farmers Market Institute
Santa Fe Indian Center*
Santa Fe Master Gardeners
Santa Fe Watershed Association
SITE Santa Fe
Somos Un Pueblo Unido
Surroundings Landscape Architecture
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 Masters High School
Santa Fe Mountain Kids
Santa Fe Prep Teen Action Program
Santa Fe University of Art and Design
SFPS Native American Student Services*
Santa Fe School for the Deaf
Santa Fe Youth Collaborative
Temple Beth Shalom Pre-School
Tierra Encantada Charter School*
United World College Global Leadership Forum
YouthWorksI
Youth Shelters Civic Justice Corps

Railyard Stewards 2015, 2016 Budget			
	2014 Budget	2015 Budget	2016 Budget
INCOME			
BOARD DONATIONS	17,000	18,000	18,000
INDIVIDUAL DONATIONS	14,468	15,000	17,000
BUSINESS DONATIONS	6,500	11,500	15,000
GRANTS & FOUNDATIONS	38,000	39,000	40,000
CITY CONTRACT	100,000	100,000	100,000
COMM ROOM & GARDEN	1,000	1,500	2,000
TOTAL INCOME	176,968	185,000	192,000
EXPENSES			
Staffing Expenses			
Executive Director	67,365	77,500	80,000
Program and Education Coordinator	38,093	37,500	39,000
Intern/Other	1,857	2,000	2,800
Health Insurance	4,041	5,400	5,400
Payroll Taxes	10,407	11,500	12,000
Sub-Total Staffing Expenses	121,763	133,900	139,200
Contract Services			
Horticulture Contractor/Crews	7,356	7,500	7,500
Art Counselors	5,600	2,000	2,000
Fundraising & Outreach	500	1,130	2,000
Web/Technology Services	5,000	1,500	1,500
Accounting/Other	2,312	3,000	3,000
VISTA	0	5,000	5,000
Other Contractual Services	325	500	500
Sub-Total Contract Services	21,093	20,630	21,500
Facility & Fees			
Insurance-Liability, WC	3,886	3,900	3,900
Members, Apps, Bank Fees	822	850	850
Equipment Rental/Purch, & Maint	370	200	200
Rent	8,960	9,000	9,000
Utilities	1,024	1,170	1,200
Sub-Total Facility & Fees	15,062	15,120	15,150
Program Operations			
Plants-Park	1,000	1,500	1,500
Supplies-Park	1,500	2,000	2,000
Supplies-Office	5,022	2,500	2,800
Promotion	2,304	1,500	1,500
Books, Subscriptions, Reference	389	250	250
Postage, Mailing Service	900	1,900	1,900
Printing and Copying	4,000	2,500	3,000
Telephone, Telecommunications	2,334	1,200	1,200
Program Refreshments	401	400	400
Fundraising and Event Supplies	800	800	800
Conference, Meeting & Mileage	400	800	800
Sub-Total Program Operations	19,050	15,350	16,150
TOTAL EXPENSES	176,968	185,000	192,000



RAILYARD STEWARDS

BOARD MEMBERS

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Max Myers, *Treasurer*

Lynn Pltcher Komer
Secretary

David Barker

Gayla Bechtol

Marc Beyeler

Suby Bowden

Courtney Carswell

Brian Egolf, *Ex Officio*

Kyle Harwood

Faith Okuma

Eric Weiner

August 18, 2014

Mr. Isaac Pino
Public Works Director
City of Santa Fe
500 Market Station, Suite 200
Santa Fe, NM 87501

Dear Ike:

On behalf of the Railyard Stewards, I am writing to commend the City Parks Crew on their dedication and help in preparing the Railyard Park + Plaza for the Urban Land Institute (ULI) juror visit that took place on Friday, August 15, 2014. I'd like to recognize Jeff Gonzales, Parks Manager, in addition to Rick Espinosa, Vince Lopez, Daniel Ortega, Robert C de Baca and Javier Gallegos.

As you know, the Railyard Park + Plaza is one of five finalists for the prestigious ULI Urban Open Space Award, to be announced in October. The award recognizes public parks that exhibit excellence in landscape architecture and urban design, in addition to impacting and reviving their surrounding areas. After the juror visit, he/she presents "our case" to the Urban Open Space Award Committee and a winning park is selected.

STAFF

Linda Shafer
Executive Director

The City Parks Crew's responsiveness, cooperation, and hard work was phenomenal in preparing the Railyard Park for the ULI visit. The guys went out of their way to eliminate graffiti, pick up trash, remove dead trees, repair wooden walkways, and prune tree limbs. Apparent to me is that they all take deep pride in the Park, and this caring makes the Railyard Park + Plaza a beautiful and vibrant destination for our Santa Fe community and visitors alike.

It's a pleasure working with Jeff and the City Parks Crew. The Railyard Stewards truly appreciates our partnership to make the Railyard Park + Plaza shine, and have the honor of being recognized, on a national level, as a finalist for the ULI Urban Open Space Award.

Sincerely,

Linda Shafer
Executive Director

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Parks in Columbus, Tulsa, Dallas, Santa Fe and Cincinnati are Finalists for the ULI 2014 Urban Open Space Award

Posted on April 30, 2014 by Robert Krueger



2014 Urban Open Space Award Finalist: Railyard Park + Plaza in Santa Fe, New Mexico

Competition Recognizes Social, Economic Value of Public Realm in Community Building

For more information, contact: [Robert Krueger](#) at 202/624-7086

WASHINGTON (April 30, 2014) – Five finalists have been announced for this year's Urban Land Institute (ULI) Urban Open Space Award, an annual competition that recognizes outstanding examples of successful large- and small-scale public spaces that have socially enriched and revitalized the economy of their surrounding communities.

This year's finalists are the Columbus Commons and Scioto Mile in Columbus, Ohio; Guthrie Green in Tulsa, Okla.; Klyde Warren Park in Dallas, Texas; Railyard

Park + Plaza in Santa Fe, N.M.; and Washington Park in Cincinnati, Ohio. An international jury – representing several facets of development expertise including finance, architecture, land planning and development, public affairs, design, and professional services – will select one winner later in the year.

The winning project is scheduled to be announced at the ULI Fall Meeting, set for October 21-23, 2014 in New York City. A \$10,000 cash prize will be awarded to the individual or organization most responsible for the creation and upkeep of the winning open space project.

The five finalists were selected from an impressive collection of entries, representing urban areas throughout North America. While landscape architecture and urban design were factors in the judging, the jury selected finalists based on a broader set of criteria, including overall project design and how each impacted or revived their surrounding areas.

"This year's submissions reflect innovative ways that North American cities are financing and developing public destinations that create recreational experiences for residents, spur economic activity on adjacent sites, and often preserve historical and cultural heritage as well," said jury chair M. Leanne Lachman, president of real estate consulting firm Lachman Associates in New York, N.Y. "Perhaps more importantly, the design and popularity of these urban open space projects signal the industry's shift to building successful healthy places and helping encourage physical behavior through design."

The descriptions of the finalists, with the project's owner and designer in parentheses:

- **Columbus Commons and Scioto Mile, Columbus, Ohio** (Project Owner: City of Columbus and Capitol South Community Urban Redevelopment Corporation; Project Designer: MKSK (formerly MSI), EDGE and Moody Nolan) – In 2002, the City of Columbus tapped both the Columbus Downtown Development Corporation (CDDC) and Capitol South to help attract and retain both residents and business to the downtown area. After careful consideration, plans were made to develop two new parks – Columbus Commons, in place of a desolate mall, and Scioto Mile, which involved narrowing a thoroughfare along the Scioto River and renovating an existing park. At seven acres, Columbus Commons features formal gardens, a carousel, native trees, two cafés with ample seating, and a state-of-the-art performing arts pavilion. The 11-acre Scioto Mile features a multi-use trail, swings, benches, fountains, and seating pavilions along a promenade that leads to the showpiece of the park – a 15,000-square-foot interactive water feature adjacent to a café and stage.
- **Guthrie Green, Tulsa, Okla.** (Project Owner: George Kaiser Family Foundation; Project Designer: SWA Group) – Guthrie Green, a project built and managed by the George Kaiser Family Foundation (GKFF), transforms a 2.6-acre truck loading facility into a lively and highly programmed urban park. The space offers an outdoor amphitheater, performance stage, interactive fountains, and an 11,000-square-foot café pavilion. Sustainable components including walking paths over bioswales, an underground geo-exchange system that powers nearby nonprofits, and a series of water features are intended as catalysts for discovery. The park has become the area's leading destination since its 2012 opening, drawing 3,000 people every week to daily park activities and sparking \$150 million investment in a variety of public, commercial, and residential projects within the emerging 19-block Brady Arts District of downtown Tulsa.
- **Klyde Warren Park, Dallas, Texas** (Project Owner: Woodall Rodgers Park Foundation; Project Designer: The Office of James Burnett) – Spurred by a study in 2002 that confirmed the feasibility of a "deck park" over the freeway, leaders of the Dallas business community formed the nonprofit Woodall Rodgers Park Foundation to operate and maintain a new urban park. Built with a combination of public and private funds, the Klyde Warren Park features a flexible, pedestrian-oriented design that arranges a children's park, reading room, great lawn, restaurant, performance pavilion, fountain plaza, games area, dog park,



About the Urban Open Space Award
Learn how ULI recognizes outstanding public destinations that enrich and revitalize the surrounding community

Congratulations to **Klyde Warren Park** in Dallas, the 2014 winner of the 2014 Urban Open Space Award, and the 2014 finalists:

- **Columbus Commons and Scioto Mile** (Columbus, Ohio)
- **Guthrie Green** (Tulsa, Oklahoma)
- **The Railyard Park and Plaza** (Santa Fe, New Mexico)
- **Washington Park** (Cincinnati, Ohio)

For additional information, please contact awards@uli.org.

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and botanical garden around a sweeping pedestrian promenade. Klyde Warren Park is Dallas's new town square that has literally and figuratively bridged the city's downtown cultural district with the burgeoning mixed-use neighborhoods to the north, reshaping the city and catalyzing economic development.

- **Railyard Park + Plaza, Santa Fe, N.M. (Project Owner: City of Santa Fe, N.M.; Project Designer: Ken Smith, ASLA, Landscape Architect, Frederic Schwartz, FAIA, Architect Missy May, Artist)** – Built in 1880, the original Railyard was a key component of Santa Fe's identity. The city of Santa Fe, with the help of the Trust for Public Land, purchased the land, and undertook a long public process of planning, design and implementation. The resulting Railyard Park + Plaza is the culmination of two decades of community activism that enabled citizens to retain control over the largest downtown development to conserve the open space in perpetuity as a community asset emphasizing local cultures, businesses and artists. The site's public promenade, art galleries, museums, a farmer's market, brewery, restaurants, retail shops, office space and the commuter rail station create a thriving mixed-use space that contributes to the local economy. The park includes a reflective circular ramada, walkways aligned with former rail tracks, biking and health trails, children's playground, picnic areas, a performance green, orchards, community and teaching gardens.
- **Washington Park, Cincinnati, Ohio (Project Owner: Cincinnati Park Board; Project Designer: Human Nature, Inc.)** – Washington Park was a cemetery before the city purchased the land in 1855, reinterred the remains elsewhere and turned it into a park. It has served as a park since, but in recent decades suffered from disinvestment and criminal activity. Recognizing the value of the neighborhood's historic buildings and the negative impact of the criminal element on the business district, the Cincinnati Center City Development Corporation (3CDC) and the city of Cincinnati began to turn the neighborhood around, ultimately leading Washington Park through a \$48 million renovation that would transform the neighborhood. Today the 8-acre park has been called the most democratic site in the region, attracting all strata of socioeconomic and demographics to its varied features, including a grand civic lawn the size of a football field, a permanent performance stage, a 7,000-square-foot water feature with 130 pop jets, a renovated civil war era bandstand, an enclosed children's playground, and a fenced-in dog park.

The award was created through the generosity of Amanda M. Burden, former New York City Planning Commissioner and 2009 laureate of the ULI J.C. Nichols Prize for Visionaries in Urban Development. In 2011, the Kresge Foundation, MetLife Foundation, and the ULI Foundation joined forces to continue the Urban Open Space Award through 2015.

To be eligible for the competition, an open space project must: have been opened to the public for at least one year and no more than 15 years; be predominantly outdoors and inviting to the public; provide abundant and varied seating, sun and shade, trees and plantings with attractions; be used intensively on a daily basis by a broad spectrum of users throughout the year; have a positive economic impact on its surroundings; promote physical, social, and economic health of the larger community; and provide lessons, strategies, and techniques that can be used or adapted in other communities.

In addition to jury chairman Lachman, other 2014 awards jury members are: Glenn Aaronson, managing partner, Aevitas Property Partners; chairman, Forum Turkey Fund, Amsterdam, Netherlands; William Bonstra, partner, Bonstra Haresign Architects, Washington, D.C.; Terrall Budge, principal and owner, Loci, Salt Lake City, Utah; Michael Covarrubias, chairman and chief executive officer, TMG Partners, San Francisco, Calif.; David Dixon, urban design leader, Stantec Consulting, Ltd., Boston, Mass.; Dr. Sujata S. Govada, managing director, UDP International, Hyderabad, India; Jason Hellendrung, principal, Sasaki Associates, Watertown, Mass.; Jeff Kingsbury, managing principal, Greenstreet Ltd., Indianapolis, Ind.; Jacinta McCann, executive vice president, AECOM, San Francisco, Calif.; Steve Navarro, executive vice president, CBRE, and chief executive officer, the Furman Co., Greenville, S.C.; and Trini M. Rodriguez, principal, Parker Rodriguez, Inc., Alexandria, Va.

NOTE TO REPORTERS AND EDITORS: High resolution photos of the 2014 Urban Open Space Award finalists are now available for [downloading](#). For more details on the award and previous winners, visit the Urban Open Space Award [competition page](#).

About the Urban Land Institute

The Urban Land Institute (uli.org) is a global nonprofit education and research institute supported by its members. Its mission is to provide leadership in the responsible use of land and in creating and sustaining thriving communities worldwide. Established in 1936, the Institute has over 32,000 members representing all aspects of land use and development disciplines.

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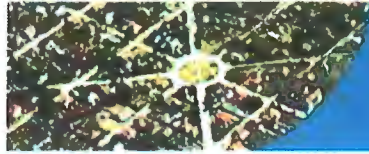
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ULI Urban Open Space Award Finalists

By **Daniel Lobo**

August 4, 2014

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The water feature at Cincinnati's Washington Park dances to lights and music at night. (J. MILES WOLF)

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Finalists:

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- Railyard Park + Plaza, Santa Fe, New Mexico
- Guthrie Green, Tulsa, Oklahoma



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- Klyde Warren Park, Dallas, Texas

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1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2012-46**

3 **INTRODUCED BY:**

4 Councilor Romero

5 Councilor Trujillo

6 Councilor Wurzbarger

7 Councilor Calvert

8 Councilor Ives

9 Councilor Rivera

10 **A RESOLUTION**

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

16
17 **WHEREAS**, on February 24, 2010, the Governing Body adopted Resolution No. 2010-11
18 directing staff to identify funding and to enter into a three year agreement with the Railyard Stewards
19 for \$25,000 per year to provide services for the Railyard Park; and

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

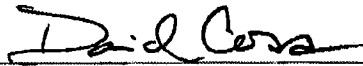
23 **WHEREAS**, the Railyard Stewards state in the *Railyard Stewards Tasks Accomplished and*
24 *Added Value 2011 Report to the City of Santa Fe ("Report")* that in-kind contributions equal 3,960
25 hours for a total of in-kind amount of \$109,950, see *Report*, attached hereto as Exhibit A; and

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

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

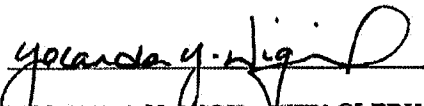
7 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
8 **CITY OF SANTA FE** that staff is directed to prepare the required documents to amend the current
9 agreement between the City of Santa Fe and the Santa Fe Railyard Park Stewards for continued
10 services to be provided at the Santa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

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

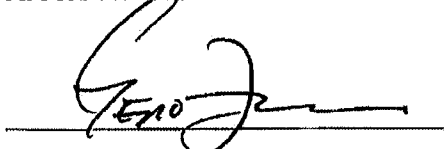
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15 DAVID COSS, MAYOR

16
17 **ATTEST:**

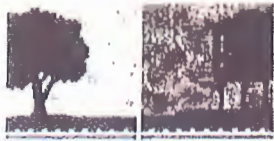
18
19 
20 YOLANDA Y. VIGIL, CITY CLERK

21 **APPROVED AS TO FORM:**

22 

23 GENO ZAMORA, CITY ATTORNEY

24 mdb/Cao/M/Melissa/Resolutions 2012/2012-46 Railyard Park Stewards
25



**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

Prepared January 4, 2012. The Railyard Stewards, www.railyardpark.org. 1 -

- 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 first 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.



Rallyard Stewards 2011 Budget:

	<u>TOTAL</u>
	<u>Jan - Dec</u>
	<u>11</u>
Income	
BEGINNING CASH	4,838
PUBLIC SUPPORT	51,807
PROGRAM REVENUE	75,505
OTHER INCOME	<u>0</u>
Total Income	132,250
Expense	
STAFFING EXPENSES	88,881
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	<u>0</u>
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.

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- (2) The Santa Fe Railyard Stewards shall provide the following:
 - (a) Yardmasters - Park Volunteer Program (\$21,500 per fiscal year);
 - (b) Youth Programs - Park Volunteer Programs (\$17,500 per fiscal year);
 - (c) Garden in the Park Workshop Series (\$7,000 per fiscal year);
 - (d) Community Food Programs (\$4,000 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 fifty thousand dollars (\$50,000) for fiscal year 2014/2015 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, 2015, 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

A. 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.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 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:

KABM 2/2/15
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ,
ASSISTANT FINANCE DIRECTOR

52857.510310
Business Unit Line Item

Client#: 586121

RAILSTEW

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2014

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
PO Box 90756
Albuquerque, NM 87199-0756

CONTACT NAME: Andrea Cordova
PHONE (A/C, No, Ext): 505-828-4032 FAX (A/C, No): 866-487-3972
E-MAIL ADDRESS: andrea.cordova@hubinternational.com

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

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

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			PHPK1118196	01/18/2014	01/18/2015	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
							PRODUCTS - COMP/OP AGG \$2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			70271	06/01/2013	06/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$100,000
C	D&O Liability			PHSD798103	01/18/2014	01/18/2015	1,000,000 Lmt/1,000 Ded
C	Employment Pract			PHSD798103	01/18/2014	01/18/2015	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 Management
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 L. Maschewski

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City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE
Public Works Department/Engineering Division/SF Railyard Development				03/07/2012
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
Transfer Out	22222.700100		50,000	
Transfer In	52851.600100		(50,000)	
Professional Contracts	52851.510300		50,000	
JUSTIFICATION: (use additional page if needed)			TOTAL	
			\$ 50,000	\$ -

On April 25, 2012 the City Council approved by Resolution \$100,000 per year for 3 years for services provided by the Santa Fe Railyard Park Stewards (See Attached Memo for detailed information)

Robert Siqueiros		CITY COUNCIL APPROVAL			
Prepared By	Date	City Council Approval Required	<input type="checkbox"/>	Budget Officer	Date
N/A		City Council Approval	<input type="checkbox"/>	Finance Director	Date
Division Director	Date	Agenda Item #:	<input type="checkbox"/>	City Manager	Date
Isaac J. Pino	2-17-15				
Department Director	Date				



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 <input type="checkbox"/>
MAINTENANCE AGREEMENT <input type="checkbox"/>
LEGAL SERVICES AGREEMENT <input type="checkbox"/>
MEMORANDUM OF AGREEMENT <input type="checkbox"/>
GRANT AGREEMENTS <input type="checkbox"/> | <input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> | CONTRACT AGREEMENT <input type="checkbox"/>
LICENSE AGREEMENT <input type="checkbox"/>
MEMORANDUM OF UNDERSTANDING <input type="checkbox"/>
JOINT POWERS AGREEMENTS <input type="checkbox"/>
CHANGE ORDERS <input type="checkbox"/> | <input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/> |
|--|--|---|--|

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, 2015

- ☐ Approved by Council Date: Pending (March 11, 2015)
☐ or by City Manager Date: _____

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

Amendment # N/A 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 \$ 50,000.00 amendment # New PSA FY 14/15 Termination Date: 06/30/2015

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:** _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(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.