

**CITY OF SANTA FE
AMENDMENT No. 1 TO
ELIZABETH HELLSTERN PUBLIC ART PROFESSIONAL SERVICES AGREEMENT
ITEM 18-0423**

AMENDMENT No. 1 (the "Amendment") to the Elizabeth Hellstern Public Art Professional Services Agreement dated April 16, 2018 (the "Agreement"), between the City of Santa Fe (the "CLIENT") and Elizabeth Hellstern ("HELLSTERN"). The date of this Amendment shall be the date when it is executed by the Client and HELLSTERN whichever occurs last.

RECITALS:

- A. Under the Terms of the Agreement, HELLSTERN has agreed to all service necessary to deliver the project described in the Exhibit "A" attached hereto and incorporated by reference in response to Request for Qualifications #18/05/RFQ issued by the City on September 12, 2017 [hereinafter referred to from stages of creation through completion as the "Art"]:
- B. Pursuant to Article 19 of the Agreement, as amended, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION:

Article 3 of the Agreement is amended to increase the amount of by a total of four thousand six hundred twenty-six dollars (\$4,626) as described in Exhibit "B" attached hereto and incorporated herein:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed fourteen thousand six hundred twenty six dollars (\$14,626), inclusive of applicable gross receipts taxes.

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the ELIZABETH HELLSTERN PUBLIC ART PROFESSIONAL SERVICES AGREEMENT as of the dates set forth below.

CITY OF SANTA FE:


ERIK LITZENBERG,
CITY MANAGER

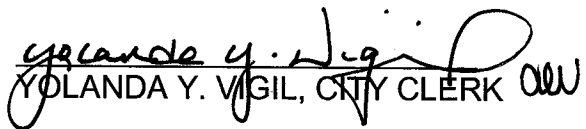
DATE 11/14/18

CONTRACTOR:


ELIZABETH HELLSTERN


DATE: 11/20/18

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK *YV*

CRS: 03-374178 ED6
CSF: 18-00150233

APPROVED AS TO FORM:


ERIN K. McSHERRY, CITY ATTORNEY *10/29*

APPROVED:


MARY MCCOY, FINANCE DIRECTOR *11/13* *MM*

32708.510300.0114900
Business Unit/Line Item

ITEM # 18-0423

CITY OF SANTA FE

PUBLIC ART PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and the Elizabeth Hellstern (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City.

RECITALS

The Contractor has been selected and recommended by the project selection committee, the Art in Public Places Committee and the Arts Commission to provide a Telepoem Booth. When installed, the artwork will be located at various City-owned buildings and sites at the discretion of the City (the "Site").

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Provide all service necessary to deliver the project described in Exhibit "A" attached hereto and incorporated by reference in response to Request for Qualifications #18/05/RFQ issued by the City on September 12, 2017 [hereinafter referred to from stages of creation through completion as the "Art."]

B. Upon forty-eight (48) hours' notice, attend meetings that relate to the Art and the Site to discuss concepts and gather stakeholder input.

C. Provide for the safety and security of the Art through delivery to the City

D. Furnish the City the following documentation:

(1) A minimum of fifteen (15) different digital photographs of the Art that are at least 300 dpi and 4" x 6".

(2) Written description of the Art.

(3) Written instructions for the appropriate maintenance and preservation of the Art.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed ten thousand dollars (\$10,000.00), 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.

D. Payment shall be made as follows:

(1) Six hundred dollars (\$600.00) payable upon attendance of a preparation meeting with City.

(2) Three hundred fifty dollars (\$350.00) payable upon ordering Submittable.com subscription.

(3) One thousand one hundred dollars (\$1,100) payable upon ordering custom micro-computer.

(4) Five hundred fifty dollars (\$550) payable for fabrication

(5) Five hundred dollars (\$500) payable upon scheduling delivery of art

(6) Four thousand four hundred dollars (\$4,400.00) payable upon the delivery of art to the City of Santa Fe

(7) Five hundred dollars (\$500) payable upon receipt of art with maintenance instructions and photographs of the art

(8) One thousand five hundred dollars (\$1,500) upon City's issuance of a Notice of Acceptance. Under Ordinance 6-1.4 Section D Number 6 which states "Progress payments may be made to the artist for works of art which have been approved by the governing body. Such payments may reimburse the artist for the cost of materials or for services which have already been performed. At least twenty-five percent (25%) of the total amount to be paid to the artist shall not be disbursed to the artist until the work of art is formally accepted by the arts commission."

(9) Five hundred dollars (\$500.00) which goes towards a one year guarantee withhold twelve (12) months after the issuance of the Notice of Acceptance pending satisfactory workmanship guarantee by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. 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, 2019 unless sooner pursuant to Article 6 below.

6. TIME OF PERFORMANCE

A. The services to be performed by the Contractor set forth in Article 1 of this Agreement shall be completed as agreed to by the Contractor and the City in Article 1.A and in accordance with the termination date set forward in Article 5 of this Agreement. Failure to fulfill the obligations of this Agreement within the term shall be considered a breach of this Agreement.

B. The City shall grant a reasonable extension of the term to the Contractor in the event that there is a reasonable delay on the part of the Contractor, of it conditions beyond the Contractor's control or Acts of God render timely performance of the Contractor's service impossible.

C. All requests by the Contractor for term extensions shall be made in writing to the City at least ninety (90) days prior to the term described in Article 5 of this Agreement. The City's determination as to whether a delay is "reasonable" shall bind the Contractor. In the event a term extension is granted this Agreement shall be amended in accordance with Article 19.

7. TERMINATION

A. This Agreement may be terminated by the City upon 10 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.

B. If the Contractor fails to fulfill any of the Contractor's obligations under this Agreement in a timely and proper manner, or if the Contractor violates any other term of this Agreement, the City thereupon will have the right to terminate this Agreement by giving the Contractor written notice of termination no less than ten (10) days before the effective date of termination as stated in the notice.

(1) All finished or unfinished drawings, specifications, models, portions of the Art, supplies or other objects which have been prepared by the Contractor under this Agreement, will become the City's property and the City will be entitled to have the Art completed and displayed, but the Contractor will no longer be represented as the author of the Art.

(2) 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) The City shall have the option of either owning and keeping the Art as it exists on the date of termination, or requiring the Contractor to remove the Art, at the Contractor's expense, by the deadline stated in a written notice to the Contractor given by the City.

8. 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 Agreement.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section 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.

14. 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.

15. 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.

16. 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.

17. 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 Department of Finance and

Administration, and the State Auditor. 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.

18. 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.

19. AMENDMENT

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

20. 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.

21. 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.

22. 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.

23. CHANGE IN DESIGN

A. The Contractor shall deliver the Art in substantial conformity with Exhibit "A" of this Agreement and with the approved Master Design.

B. The Contractor may make minor adjustments in the scope, design or materials of the Art as the Contractor deems aesthetically and structurally necessary.

C. Prior to implementing any substantial change in the design of the Art, the Contractor shall provide written notice of such change to the City. The Contractor must receive the City's written approval of the change before the Contractor may continue completing the Art or be entitled to additional compensation.

D. The City's determination as to whether a change is "minor" or "substantial" shall bind the Contractor.

24. REVIEW, PROGRESS REPORTS AND STUDIO VISITS

The City shall have the right to review the Art prior to delivery and receive weekly progress reports from the Contractor. The City shall have the right to visit the Contractor's studio or other locations where the Art is being stored for the purposes of inspecting the work upon twenty four (24) hours' notice.

25. COPYRIGHT AND REPRODUCTION RIGHTS

A. The Contractor expressly reserves every right available to the Contractor, in common law or under the Federal Copyright Act except the rights which are limited by this Agreement.

B. The City shall not make any commercial use of the design of the Art, without the Contractor's written consent.

C. The City expressly retains the rights to publish and distribute photographs or drawings of the Art as installed and formally accepted by the City for noncommercial purposes, including but not limited to use in City-related advertising, brochures, media publicity, catalogues or other similar publications.

26. FORMAL ACCEPTANCE AND OWNERSHIP OF THE ART

A. The Contractor shall notify the City in writing of the delivery of the Art. The City shall send notice informing the Contractor in writing that either:

(1) The Art has been completed according to the terms of the Agreement and the City formally accepts the Art ("Notice of Acceptance"); or

(2) Issues remain which prevent the City's issuance of a Notice of Acceptance, in which case the issues shall be described and the Contractor shall make adjustments to the Art as necessary within thirty (30) days to address the issues raised by the City at no additional cost to the City unless otherwise agreed upon by the parties in writing.

B. Upon the City's giving Notice of Acceptance the City shall become the sole owner of the Art.

C. The Contractor shall be available at such time or times as may be agreed upon between the City and the Contractor to attend a dedication ceremony relating to the transfer of the Art to the City.

27. RISK TO THE CONTRACTOR

The Contractor understands and agrees that, until the Notice of Acceptance is issued by the City, any injury to or loss of the Art and any injury to property or persons caused by the Art or any services related to this Agreement is the sole liability of the Contractor. The City will not provide the Contractor with any insurance coverage against such risks.

28. GUARANTEE OF WORKMANSHIP AND MATERIALS

For the period of one (1) year from the date of Notice of Acceptance, the Contractor warrants and guarantees all workmanship and materials used on the Art as installed on the Site.

29. IDENTIFICATION PLAQUE

The Contractor shall be responsible for the selection, fabrication and installation of all associated identification plaques including information to be provided by the City. All identification plaques will credit the Contractor with the creation of the Art.

30. EXPECTED LIFE OF THE ART

The City and the Contractor agree that the expected life of the Art is ten (10) years after the Notice of Acceptance.

31. MAINTENANCE

A. The City, with the intention of protecting the value, integrity and authenticity of the Art, shall be responsible for all maintenance of the Art.

B. The City will use reasonable efforts to maintain the Art in accordance with the written recommendations provided by the Contractor. The City shall have the exclusive right to determine whether repairs to, or restoration of the Art will be made. Such determination will take into account the expected life of the Art as defined in Article 30 of this Agreement.

C. During the Contractor's lifetime, the Contractor shall supply, at no charge to the City, advice concerning problems relating to the maintenance of the Art, unless agreed upon in writing by the City and the Contractor. To the extent practical, the Contractor shall be given the opportunity to perform any repairs and restoration of the Art.

D. If at any point after the Notice of Acceptance is issued, the Contractor believes the Art requires repair and the City does not repair the Art to the satisfaction of the Contractor, the Contractor shall retain any right to disclaim authorship of the Art pursuant to and under the conditions of applicable federal and state laws, including the Visual Artists' Rights Act.

32. REMOVAL OR DESTRUCTION

A. The Contractor acknowledges that by its nature, public art is may be subject to unforeseen or unavoidable damage or destruction.

B. The Contractor therefore agrees that the City shall have the absolute right to alter, change, modify, destroy, remove, relocate, move, replace, transport or transfer, in whole or in part, (such actions as being referred to herein after as "Alterations"), the Art as such time as the City shall deem it necessary. In deciding to perform such Alterations the City shall consider the expected life of the Art as defined in Article 30 of this Agreement and the Contractor agrees that once the expected life of the Art has expired, the Art may have any such Alterations performed to it.

C. The City shall make a good faith effort to provide the Contractor with prior written notice of the City's intention to undertake any Alterations of the Art.

D. To the extent the provisions of this Article are inconsistent with the provisions of federal and state law, including the Visual Artists' Rights act, the Contractor hereby waives any right to preservation of the Art provided by those laws; provided, however,

that the Contractor shall retain any right to disclaim authorship of the Art pursuant to and under the conditions of applicable federal and state laws, including the Visual Artists' Rights Act.

33. PUBLIC HAZARD

A. In the event that the City determines that the Art presents an imminent hazard to the public, the City may remove the Art without the formal approval of the Contractor. The Contractor shall be notified within thirty (30) days of any such action, and the City shall then consider options for the final disposition, repair, reinstallation, maintenance or de-accessioning of the Art.

B. If the Art cannot be removed without being irreparably damaged or destroyed, the Contractor hereby waives any right to preservation of the Art provided by applicable federal and state laws; provided however, that the Contractor shall retain any right to disclaim authorship of the Art pursuant to and under the conditions of applicable federal and state laws, including the Visual Artists' Right Act.

34. AUTHORSHIP

The Contractor agrees to claim authorship of the Art. If the Contractor wishes to exercise the Contractor's right to disclaim authorship of the Art pursuant to the terms of this Agreement the Contractor shall notify the City in writing. The City shall comply by allowing the Contractor to remove the Contractor's name from the Art at the Contractor's own expense.

36. CONTRACTOR'S ADDRESS

The Contractor shall notify the City of changes in the Contractor's address. The failure to do so shall be deemed a waiver by the Contractor of the rights provided in this Agreement which require the express consent or notification of the Contractor, if such failure prevents the City from locating the Contractor.

37. 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:
Arts Commission
PO Box 909
Santa Fe, NM 87504

Contractor:
Elizabeth Hellstern
PO Box 189
Cerrillos, NM 87101


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

CITY OF SANTA FE:


BRIAN K. SNYDER, CITY MANAGER

DATE: 24/11/2018

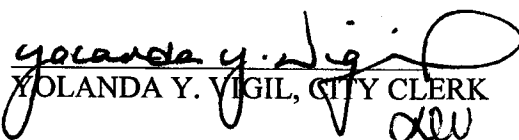
CONTRACTOR:


Name/Title


DATE: 4/18/2018

CRS#03-374178-00-6
City of Santa Fe Business
Registration # 18-00150283

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 4/9
KELLEY A. BRENNAN, CITY ATTORNEY
APPROVED:

 4.13.18
ADAM JOHNSON
FINANCE DIRECTOR

32708.510300.0114900
Business Unit Line Item

Oct. 30, 2017



To Members of the Art in Places Committee and City of Santa Fe Arts Commission;

The **Telepoem Booth**, is a multi-sensory art experience that invites the public to visit a vintage 1970s phone booth, look up verse listings from local poets in the Telepoem Book, and rotary dial a number on the phone to hear a poem from the handset. This interactive art piece offers poetry from both regional poets and popular favorites used with copyright permissions. I propose to bring a Telepoem Booth to Santa Fe, which will feature local poets and provide a unique encounter with poetry for the public to engage in.

I am a writer and an artist who works to make literary word as interactive and kinesthetic as possible. I received my MFA in Creative Writing and my MA in Applied Communication from Northern Arizona University and have worked professionally as an art curator, writer and artist since 2013. My writing career began as a journalist in 1998. Additionally, I have worked as a public relations manager for the arts for seven years. My multi-genre writing work has appeared in *Hotel Amerika*, *North Dakota Quarterly*, *Slag Glass City*, *Queen Mob's Tea House*, *The Tusculum Review*, *Inner Child Magazine* and *New World Writing* among others. My artwork includes national placements of the Telepoem Booth; poetry narrative inscribed into the base of Prairie Grass Ballet sculpture in Jamestown, ND; and the forthcoming concept Message-in-A-Bottle, a pneumatic tube message relay system that sends personal notes underwater through clear tubing and carriers lit by LED lights.

My partner, Owen William Fritts, is an international architect/designer/sculptor with over 25 years creating, fabricating and implementing projects with budgets up to \$2.5 million. He received an Executive MBA from the University of Oregon, studied for a Masters in Architecture (MARCH) from the University of Hawaii and has a dual major BFA for interior architecture and sculpture from the University of Massachusetts.

We are professionals who understand the business, organization and promotion side of the art business, as well as artists who are able to think outside the box and allow the muse to flow. Thank you for your consideration of the Telepoem Booth for the *Ignite* grant.

Sincerely,

Elizabeth Hellstern, Artist and Writer

PO BOX 189

CERRILLOS, NM

(928) 814-2124

elizabeth@telepoembooth.com

Project Description

With the Santa Fe Telepoem Booth, my priorities are to provide **"engagement through access to meaningful and relevant cultural experiences for all"** and secondarily, provide a novel medium for youth to listen to poetry and therefore **"encourage retention of young people"** by making **"old"** pieces of communication history (both phone booths and poetry) new and relevant again.

The Santa Fe Telepoem Booth will feature at least 150 new poems from poets residing in New Mexico. The Call for Submissions will be posted to as wide a net as possible in Santa Fe, New Mexico (and Santa Fe County) to ensure participation by youth poets, incarcerated poets, veterans, elderly, Hispanic and Native American poets, immigrant poets and poets from LGBTQ communities. Partnerships with organizations that work with and represent these groups will be pursued and submissions from them will be highly encouraged, therefore providing **"engagement to meaningful and relevant cultural experiences for all"** poets and voices in the Santa Fe community.

The Telepoem Directory contains over 450 poems, consisting of poets from around the world. For this project, all the poem listings will be located on the TelepoemBooth.com website; the Santa Fe poets will be featured in a printed Telepoem Book located within the booth. The New Mexico Telepoem Booth will be located in a place where a large percentage of the Santa Fe public will encounter unexpected samplings of poetry. Possible placements include the Santa Fe Plaza, the unoccupied plinth of Water St. and Sandoval, the Railyard District, libraries, the Convention Center, railroad and train stations or other indoor and outdoor spots where the Telepoem Booth can safely be used by the maximum members of the community, providing another instance of **"engagement to meaningful and relevant cultural experiences for all."**

The youth in Santa Fe will be engaged with the Telepoem Booth by encouraging them to submit. To accomplish this, we will utilize relationships with entities such as school systems, youth programs and especially Phyllis Kennedy, Program Coordinator of New Mexico's Poetry Out Loud program, which introduces high schoolers to poetry and public speaking. These groups will be invited to special recording sessions held by the Artist at a local radio station or other recording studio.

The poem submissions will be chosen by a stakeholder jury led by the Artist and consisting of four other poets with diverse backgrounds, educations and preferences. These jurors will be selected by Jan. 15. Publicity promoting the public call to Santa Fe and Santa Fe County poets will go out Jan. 15, 2018 and the actual window of submissions will be open from Feb. 1-Mar. 15, 2018. All interested poets can submit up to five recordings that will be judged by the Call for Submissions juror committee. Jurying will take place Mar. 15-Apr. 15, with final notices of acceptance sent on Apr. 15, 2018. Editing, compilation and organization of the poems, the Telepoem Book will be done by May 30, 2018 by the Artist. Refurbishment of the Telepoem Booth will be done by the artistic team as soon as Notice to Proceed has been sent, and will be completed no later than June 15. Placement of the Telepoem Booth will be finalized by Apr., 2018. An opening reception will be held at the end of June, 2018.

Proposal Narrative

How is this project driving innovation or using the arts in a distinct way?

The Telepoem Booth project repurposes and re-enchants decommissioned (and disappearing) telephone booths to give back to communities in multi-sensory ways: visual, haptic and aural. They are multi-genre and multi-media, using poetry, art and recordings to impact users. Most importantly, they are engaging art pieces that require the audience's participation.

The Telepoem Booth is absolutely unique as it requires the user to complete the creative cycle by physically dialing a phone. It is a three-dimensional literary magazine that provides a contextual historical platform for poets and writers to (literally) be heard. And it activates, in every instance, a communal experience and excitement within the literary community where the Telepoem Booth has been placed.

What are the artistic practices and methods for creation?

Literary arts, writing, poetry, graphic design, experience design, technology integration, computer programming, kinesthetic arts, performance arts, acoustics, recording arts/audio technology, music technology, classification systems, community engagement and metal-working.

The booth itself is a self-contained unit; the old school "pulse technology" of dialing a rotary phone is translated through a cutting-edge computer to access the mp3 files that the poems are stored on. All Telepoem Booths are connected via a wi-fi enabled downloading system, which allows new poetry updates from a central location for all Telepoem Booths in the nation, providing convenience and ease for the clients and a constantly fresh supply of new poetry.

How compelling is the proposed work of art?

The Telepoem Booth is very compelling, according to both users and organizers in the communities.

"Hearing a poem over the phone is an absolutely unique experience. I dialed, waited with anticipation, and a person I didn't know was telling me something profound—just to me. It was intimate, and I wanted the conversation to go on. I forgot I was listening to a poem," said Hal Kunkle, a patron of the Telepoem Booth in State College, PA.

"I have to say that this project is one of the most interesting and rewarding experiences I have ever had. Leaving a lasting legacy of art is fulfilling, and the people involved with the project—both poets and organizers—have all been so happy to join in," says Sarah Hankins, poet, editor and Telepoem Booth curator.

Who are the artists involved?

Elizabeth Hellstern is the originator of the Telepoem Booth. Her team includes Owen William Fritts, fabricator and consultant; David Earl Smith, computer architect and programmer; and Jeremy Slater, electrical engineer and electrician.

Why are they the best artists for the job?

Ms. Hellstern's background as a curator, writer and artist ensures the highest quality of poetry from the community. Mr. Fritts' 35 years of small and large-scale design practice have helped brand the Telepoem Booth, created a user-friendly experience and assured both durability and

ease of use. Mr. Smith brings a strong background in custom hardware and software computer configurations for exhibits, museums and industry. Telepoem Booth power has been designed and implemented for public safety by long-term electrician/electric engineer Mr. Slater.

What is the quality of past works by the artists?

The first Telepoem Booth was featured in Mesa, AZ at the spark! Festival of Creativity at the Mesa Arts Center, followed shortly thereafter by a Telepoem Booth in Flagstaff, AZ. Another is placed in State College, PA (home of Penn State). During the summer months in Flagstaff, listeners have dialed an average of 112 poems every day. In 2017, the Flagstaff Telepoem Booth received the local artistic Viola Award for Excellence in Storytelling.

Does the proposal demonstrate ability to carry out the proposed project?

There have already been three Telepoem Booths exhibited nationally, which in and of itself proves success.

Does it have a realistic budget and timeline?

Yes. Other Telepoem Booths have been done on a shorter timeline. The budget has been gone over numerous times and is proven by experience.

Are there partners who will contribute to the overall success of the project?

The Artist has spoken with and gained verbal and written support of the project from Phyllis Kennedy, Program Coordinator of New Mexico's Poetry Out Loud; Naomi Gibbons, Project Coordinator of Art in Public Spaces of New Mexico Arts; Cecile Lipworth, Founder at Ripple Catalyst Studio and Event Coordinator at Collected Works Bookstore; Jon Davis, Santa Fe Poet Laureate; John Casquerelli, Santa Fe Poetry Chairs Trail at New Mexico Poetry Society; Miriam Sagan, founding member of Tres Chicas Press; and Joan Logghe, Vice President of New Mexico Literary Arts. Other organizations that have expressed interest are radio stations to help with recording, local and regional poetry groups, librarians and poets themselves.

Does the applicant have the ability to navigate through all facets of the work of art?

Yes. The Artist has worked with the public for over 15 years as a public relations manager, curator, artistic manager and entrepreneur. She has been a fundraiser, journalist, public speaker, radio guest, television host and is at ease with all facets of public communication. Her education and life experiences allow her to feel comfortable talking to anyone. She has managed multi-year projects effectively and has successfully placed three Telepoem Booths. The Artist has experience managing the Telepoem Booth network throughout the nation, has an established website (TelepoemBooth.com,) a strong social media presence (facebook.com/TelepoemBooth.) The Telepoem Booth® is a federally registered trademark.

Is the proposed artwork compatible with the project surroundings and installation methods?

Telephone booths were designed to be placed outside and hold their own against the weather, architecture and other distractions in the public sphere. The scale is appropriate for outside placement in a busy town. The internal space that houses the rotary phone and the user is also contextually conducive for an intimate experience with poetry. Telephone booths and poetry

hold a liminal space in our collective psyche; both are public tools of communication that one accesses through a private experience. Unlike other art pieces, the Telepoem Booth is revitalized and renewed within the community every time a new Call for Submissions goes out into the public sphere and new poems are added to the directory.

Have long-term maintenance issues been addressed?

The Telephone booths used for the Telepoem Booths are vintage 1970s booths. They have lasted over 40 years in the public realm and are built to last. They will need to be cleaned weekly and protected against vicious vandalism. The rotary phone also has lasted for over 40 years and has proven to be durable technology. There is a three-year warranty on the computer software contained within the booth. The Artist will serve as local "operator" of the Telepoem Booth and will maintain and refresh the poetry offerings, in the Santa Fe Telepoem Booth as well as throughout the Telepoem Booth network.

As an artwork that delves in new (but old) media and becomes a phenomenon in and of itself, the Telepoem Booth is taking off as a network to provide poetry to the public in a very exciting fashion.

Are the materials, construction, and installation appropriate for a permanent artwork?

The aluminum, tempered glass, fiberglass and melamine materials, along with the carefully engineered construction of a Telephone booth and pay phone are appropriate for permanent artwork. They have already stood the test of time and were designed for permanence. The Telepoem Book is printed on water-proof, unrippable pages. The computer program was designed to be compatible with old-school technology that will never become obsolete.

The Telepoem Booth, as all telephone booths are, will be bolted to the slab it sits upon.

The Telepoem Directory is infinitely expandable. The recordings of local and regional poets will be available as an historical testament and oral history piece for future generations to access.

The Santa Fe Telepoem Booth is part of a larger Telepoem Booth network that will be updated with poems throughout the nation, with a complete directory available online at TelepoemBooth.com.

How does the proposal align with the selected priorities?

The Telepoem Booth aligns with "engagement through access to meaningful and relevant cultural experiences for all" by providing free access to poetry in a public space and providing a free venue for poets from all backgrounds and experience to be heard. Access to poetry, an art form that may predate literacy, is an important part of connecting with the human experience, understanding expressions of emotion, deep feelings and beauty and can help individuals feel less lonely, break down barriers and understand individuals from different walks of life. The poetry dialed in the Telepoem Booth is meaningful and relevant as a modern expression of this art form; providing access to poetry from the people of Santa Fe in the Santa Fe Telepoem Booth and other Telepoem Booths throughout the nation is an effective way of spreading an engaging cultural experience.

The Telepoem Booth also "encourages retention of young people" in Santa Fe because the Telepoem Booth is a democratic experience that invites users of every age. In all cities where the Telepoem Booth have been placed, youth are especially interested in experiencing the

novel (to them) aspect of being in a public phone booth. The Telepoem Booth allows youth who may never have been interested in poetry to experience it in a different format, in an exciting context and within an experience that requires their participation. Dialing the rotary phone requires a little patience, effort and possible learning curve; the effort is rewarded by the ringing of the phone the answer of the poem.

What are the specific plans to address the priorities?

Alignments with diverse organizations that have influence with and access to poets of all races, abilities, ages and sexualities are being pursued. The Call for Submissions will be heavily promoted to groups such as Poetry Out Loud (youth poets,) Tres Chicas Press (Chicano and women poets, Santa Fe Community College, slam poets, Chicano poets, LGBTQ poets, veterans and Alzheimer Poetry Project (elderly and Alzheimer's poets,) among many others. Furthermore, 2-3 recording sessions will be sponsored by the Artist to record those poets that don't have access to recording equipment.

What is the anticipated impact?

The Telepoem Booth is a provocative, exciting installation art piece that places poetry in the public realm. Telepoem Booths deliver an impactful emotional insight to each listener. Hearing poetry read can be cathartic and healing, providing a multi-sensory way for the public to access poetry and the human experience. The Telepoem Booth gives a performance vehicle for voices of many kind.

How will the success of the project be judged?

The project will be judged by the amount of engagement with the Telepoem Booth that the public has and the depth of the impact. While most art pieces are unable to keep track of who has "looked" at the piece, the Telepoem Booth has built in programming that keeps track of how often poems are dialed.

What factors and data will be collected and analyzed?

The average number of dials and time spent on each poem can be collected at any time. A social media campaign encouraging users to post pictures of themselves with the hashtags #TelepoemBooth and #SantaFeTelepoemBooth will also give an idea of the impact on the users.

Are there both quantitative and qualitative measurements?

Yes. Quantitative measurements include the aforementioned programming that tracks quantity of dials on the Telepoem Booth. Qualitative measurements include comments on social media and questionnaires gathered from the public.

Key Artist bios:

Elizabeth Hellstern is a writer and an artist who works to make literary word as interactive and kinesthetic as possible. She received an MFA in Creative Writing and an MA in Applied Communication from Northern Arizona University and has worked professionally as an art curator, writer and artist since 2013. Her writing career began as a journalist in 1998. Additionally, she has worked as a public relations manager for the arts for seven years. Her multi-genre writing work has appeared in *Hotel Amerika*, *North Dakota Quarterly*, *Slag Glass City*, *Queen Mob's Tea House*, *The Tusculum Review*, *Inner Child Magazine* and *New World Writing* among others. Her artwork includes national placements of the Telepoem Booth; poetry narrative inscribed into the base of Prairie Grass Ballet sculpture in Jamestown, ND; and the forthcoming concept Message-in-A-Bottle, a pneumatic tube message relay system that sends personal notes underwater through clear tubing and carriers lit by LED lights.

Professional Roles:

- Artist and Writer, Elizabeth Hellstern Creations, Flagstaff, AZ, 2015 – present
- Deputy Director of Visual Arts and Marketing, Flagstaff Arts Council, Flagstaff, AZ, 2013 – 2015
- Co-Chair of Beautification and Public Arts Commission, City of Flagstaff, 2009 – 2013
- Coordinator of Marketing and Public Relations, College of Arts and Letters, Dean's Office, Northern Arizona University, Flagstaff, AZ, 2006 – 2013
- Arts Editor, Flagstaff Live Magazine, Flagstaff, AZ, 1998 – 2000
- Journalist, Flagstaff Live Magazine, Arizona Daily Sun, Mountain Living Magazine, numerous other national publications, 1998 – 2000

Owen William Fritts is an international architect/designer/sculptor with over 25 years creating, fabricating and implementing projects with budgets up to \$2.5 million. He received an Executive MBA from the University of Oregon, studied for a Masters in Architecture (MARCH) from the University of Hawaii and has a dual major BFA for interior architecture and sculpture from the University of Massachusetts. Please visit solidcore.tv for more information about his many projects.

David Earl Smith received his BS in Computer Science from Northern Arizona University. He has designed custom hardware and software computer configurations for exhibits, museums and industry. His past clients and projects include entities such as the Sedona Pioneer Museum, Sunset Crater in Flagstaff, AZ, KJACK radio and TGen, a biotechnology company located in Phoenix, AZ.

Jeremy Slater has served as Licensed Electrician and Construction Manager at Rooftop Solar and Owner/General Contractor at Cornerstone Construction Company.

Partner Bios:

Phyllis Kennedy is Program Coordinator at New Mexico Arts and is responsible for grants in the categories of Arts & Education, Art in Social Services, and Colleges, Universities & Government Entities. She also coordinates the New Mexico Poetry Out Loud recitation contest, an annual event with a state final held at the St. Francis Auditorium in Santa Fe each winter.

Naomi Gibbons is Project Coordinator of Art in Public Spaces of New Mexico Arts and manages the 1% Art Purchase Program for the State of New Mexico as well as coordinates public art installations and projects.

Cecile Lipworth is Founder at Ripple Catalyst Studio, Event Coordinator at Collected Works Bookstore and has served as Producer at One Billion Rising, and Managing Director at V-Day. She describes herself as "a passionate change-maker, recognized as a leader and catalyst in movement-building that has generated social change on a global scale."

Jon Davis has served as the Santa Fe Poet Laureate and is the Director of the Low Residency MFA in Creative Writing at the Institute of American Indian Arts.

John Casquerelli is Santa Fe Poetry Chairs Trail at New Mexico State Poetry Society, Adjunct English Instructor at Santa Fe Community College and Editor at Overpass Books.

Eddie Chuculate is a poet and copy editor in Santa Fe, NM.

Lilly Whiteswan is a poet and organizer of the Glass Eye Poetry Society in Cerrillos, NM.

Miriam Sagan is a Founding Member of Tres Chicas Press, writer of Miriam's Well blog which focuses on poetry and public art, Associate Professor of English at Santa Fe Community College and Writing and Editing Consultant.

Joan Logghe is Vice President of New Mexico Literary Arts, a poet and educator.

Gary Glazner is Founder and Executive Director at Alzheimer's Poetry Project and Institute of Dementia Education and Arts (IDEA).

Project Budget

City Sponsored:

\$2500	Artist Fee
\$6500	Purchase of the Telepoem Booth art piece with all internal components, existing Telepoem Directory with over 450 poems, three-year warranty on computer programming, and compilation of 150 new poems featuring Santa Fe County poets.
\$100	Additional signage featuring Santa Fe Arts Commission sponsorship
\$200	Marketing, travel and promotion of the Santa Fe Telepoem Booth Call for Submissions throughout Santa Fe and Santa Fe County
\$500	Transportation – Crating, transport, delivery fee (one-way, depending on timing)
\$200	Setup of Telepoem Booth, travel costs
TOTAL: \$10,000	Purchase of the Telepoem Booth art piece with all internal components, existing Telepoem Directory with over 450 poems, three-year warranty on computer programming and all elements listed above

Installation
\$200?
1045 net
3400 gross

Digital Images located on included USB device.

Annotated Slide Key

1. *"Elizabeth with Booth"* photo used for Flagstaff publicity, 2016
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Flagstaff, AZ, \$10,000, City of Flagstaff Beautification and Public Arts Commission plus numerous sponsors)
2. *"Marquee Sign"* Telepoem Booth signage was made to match design elements of original phone sign.
(Elizabeth Hellstern, Telepoem Booth, 2016, multi-media, 113" x 35.5" x 35.5")
3. *"Mesa Arts Center"* The Telepoem Booth was leased for the spark! Festival of Creativity at the Mesa Arts Center, with over 5000 attendees for the weekend event.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Mesa Arts Center, Mesa, AZ, \$2,000, Mesa Arts Center)
4. *"Patron in Mesa Booth"* The Telepoem Booth was leased for the spark! Festival of Creativity at the Mesa Arts Center, with over 5000 attendees for the weekend event.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Mesa Arts Center, Mesa, AZ, \$2,000, Mesa Arts Center)
5. *"Mesa Arts Center"* The Telepoem Booth was leased for the spark! Festival of Creativity at the Mesa Arts Center, with over 5000 attendees for the weekend event.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Mesa Arts Center, Mesa, AZ, \$2,000, Mesa Arts Center)
6. *"Color Changing Marquee"* The LED lights for the marquee on top of the booth and in the dome light inside the booth go through a color-changing cycle and are included in all Telepoem Booths.
(Elizabeth Hellstern, Telepoem Booth, 2016, multi-media, 113" x 35.5" x 35.5")
7. *"Patron in Flagstaff"* A photo found on social media of a supporter and fan of the Telepoem Booth.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Flagstaff, AZ, \$10,000, City of Flagstaff Beautification and Public Arts Commission plus numerous sponsors)
8. *"Young Patron in Flagstaff"* A young patron learns to use a rotary phone.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Flagstaff, AZ, \$10,000, City of Flagstaff Beautification and Public Arts Commission plus numerous sponsors)

9. ***"Rotary Phone and Telepoem Book"*** The rotary phone is a vintage model from the 1970s. The Telepoem Book is compiled and printed on durable paper and a spiral binding. It is placed inside the booth on a custom-made stand and attached by a metal rod. Each poem is assigned a ten digit Telepoem number; the area code is the poet's own area code, the prefix digits are the poet's last name, and the suffix numbers are the first four letters of the poem title.
(Elizabeth Hellstern, Telepoem Booth, 2016, multi-media, 113" x 35.5" x 35.5")
10. ***"Young Native American Poets"*** The Artist worked with 30 3rd and 4th graders from STAR school in Leupp, AZ to record their poetry for the Telepoem Booth.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Flagstaff, AZ, \$10,000, City of Flagstaff Beautification and Public Arts Commission plus numerous sponsors)
11. ***"Young Poets Learning to Dial"*** The Artist worked with 30 3rd and 4th graders from STAR school in Leupp, AZ to record their poetry for the Telepoem Booth. Here they learn how to dial a rotary phone and listen to their poems.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Flagstaff, AZ, \$10,000, City of Flagstaff Beautification and Public Arts Commission plus numerous sponsors)
12. ***"Location in Flagstaff"*** The Telepoem Booth was originally placed outside in Flagstaff, AZ near a popular coffee shop.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Flagstaff, AZ, \$10,000, City of Flagstaff Beautification and Public Arts Commission plus numerous sponsors)
13. ***"Location in Old Town Shops"*** The Telepoem Booth was moved six months later into Old Town Shops in Flagstaff, AZ.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Flagstaff, AZ, \$10,000, Old Town Shops plus numerous sponsors)
14. ***"Instruction Sign"*** Instruction signs are included in all Telepoem Booths.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5")
15. ***"Opening Reception at Old Town Shops"*** The opening reception at Old Town Shops was well-attended. This photo was used by the Arizona Daily Sun for a feature article.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Flagstaff, AZ, \$10,000, Old Town Shops plus numerous sponsors)
16. ***"Young User Learning Rotary Phone"*** The opening reception at Old Town Shops was well-attended. This photo was used by the Arizona Daily Sun for a feature article.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Flagstaff, AZ, \$10,000, Old Town Shops plus numerous sponsors)

17. ***"Young User Listening"*** The opening reception at Old Town Shops was well-attended. This photo was used by the Arizona Daily Sun for a feature article.
(Elizabeth Hellstern, Telepoem Booth, March 2016, multi-media, 113" x 35.5" x 35.5", Flagstaff, AZ, \$10,000, Old Town Shops plus numerous sponsors)
18. ***"State College Telepoem Booth"*** The Artist at the opening reception in State College, PA.
(Elizabeth Hellstern, Telepoem Booth, April 2017, multi-media, 113" x 35.5" x 35.5", State College, PA \$10,000, Knight Foundation's Donor-Advised Fund at Centre Foundation)
19. ***"State College Knight Foundation Sponsors"*** This photo at the opening reception in State College, PA shows the Knight Foundation Sponsors cutting the ribbon.
(Elizabeth Hellstern, Telepoem Booth, April 2017, multi-media, 113" x 35.5" x 35.5", State College, PA \$10,000, Knight Foundation's Donor-Advised Fund at Centre Foundation)
20. ***"Young Poet at State College"*** A young poet reads her poem at the State College, PA Telepoem Booth opening reception.
(Elizabeth Hellstern, Telepoem Booth, April 2017, multi-media, 113" x 35.5" x 35.5", State College, PA \$10,000, Knight Foundation's Donor-Advised Fund at Centre Foundation)

References

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ADA Budget for Santa Fe Telepoem Booth: REVISED Oct. 9

- One (1) 8x8" Custom Braille sign with website address for vision impaired compatible directory (10-14 day turnaround)

...\$175
- Two (2) Telepoem Booth Braille directories with instructions 8.5x11, GBC comb-bound (15-20 day turnaround)

.....\$574
- Two (2) Telepoem Booth directories and book with large-format print (18 pt. font) listing Telepoem numbers under poet's last name and genre listing, plus all of the 150+ Santa Fe poems included in the Santa Fe Telepoem Booth, spiral bound, with Synaps synthetic paper (non-tearable sheets). (200 pages)

....\$427
- Editing for Telepoem Booth book with all 150+ Santa Fe poems included in Santa Fe Telepoem Booth (included online and in printed book, 200+ pages)

....\$450
- Custom design of ADA Compliant Telepoem Booth accessibility wings that house supporting braille and large-format directory plus large-format printed anthology of Santa Fe poems

....\$500
- Custom fabrication of Telepoem Booth accessibility table that houses large-format Telepoem Directory, braille Telepoem Directory and large-format print poems

....\$500

- Additional time spent on ADA compliance, research, redesign and documentation
...\$2000

TOTAL: \$4626