

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Railyard Park Conservancy, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

In Fiscal Year 2019/2020 the Santa Fe Railyard Park Conservancy shall manage and implement the Railyard Park Programs for the Santa Fe Railyard Park in Santa Fe, New Mexico.

(1) The Santa Fe Railyard Park Conservancy shall manage and implement the items listed in Exhibit "A".

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

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

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

(5) Continue to Implement a Membership Program.

B. Performance Measures.

Contractor shall substantially perform the following Performance Measures:

1) The Railyard Park Conservancy shall implement and comply with the Railyard Master Plan, the Railyard Conservation Easement and Policies and Procedures as it relates to the Railyard Park Programs.

2) The Railyard Park Conservancy shall obtain all necessary State, County and City permits for all Events and Programs.

3) The Railyard Park Conservancy represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

4) The Railyard Park Conservancy shall obtain approval from the Santa Fe Railyard Park Conservancy Board prior to implementing any programs.

- 5) The Railyard Park Conservancy Executive Director shall work with the Public Works Director or specified alternate, and the Santa Fe Railyard Community Corporation staff prior to implementing any programs approved by the Santa Fe Railyard Park Conservancy Board.
- 6) The Railyard Park Conservancy 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.

The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in Santa Fe Railyard Master Plan and Conservation Easement.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at a sum not to exceed one hundred fifty thousand dollars (\$150,000) for fiscal year 2019/2020 including gross receipts tax. 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. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$150,000). **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices **MUST BE** received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date **WILL NOT BE PAID.**

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

A. **Termination.** This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

B. **Termination Management.** Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

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

10. 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.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies

with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise

subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance. 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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

- a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

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

Contractor:
Christy Lee Downs, Executive Director
Santa Fe Railyard Park Conservancy
805 Early Street, Suite 204 B
Santa Fe, NM 87505

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:


ALAN M. WEBBER, MAYOR

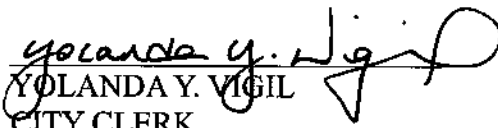
DATE: 8/2/19

CONTRACTOR:
SF RAILYARD PARK CONSERVANCY


CHRISTY LEE DOWNS
EXECUTIVE DIRECTOR

DATE: 8/5/2019
CRS#03-201187-00-3
Registration # 17-00104155

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK
CC Mtg. 7-31-19

APPROVED AS TO FORM:

 6/12/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

 (for M. McCoy) 08.02.19
MARY MCCOY, FINANCE DIRECTOR

52857.510310
Business Unit Line Item

EXHIBIT A

Santa Fe Railyard Park Conservancy

Fiscal Year 2019/2020

Railyard Park Conservancy Areas of Focus:

- 1) Care for the Land: To advocate and provide resources for the maintenance and enhancement of the Railyard Park and Plaza landscape according to the highest standards of excellence.
- 2) Focus on the Visitor: To develop event and educational programming that provides opportunities for diverse visitor experiences that encourage repeat, year-round visitation.
- 3) Foster Community Ownership and Partnership: To build a network of volunteers who advocate for and work with the Railyard Park and Plaza in perpetuity.
- 4) Fund the Future: Continue to raise sufficient funds to support the ongoing horticultural care and enhancement of the Railyard Park.

Park Maintenance & Programming:

Railyard Park Conservancy (RPC) shall manage dedicated volunteer programs for park maintenance and interpretation.

Yardmasters: RPC supplements the City of Santa Fe's regular park maintenance by providing specialized care of the park's ornamental gardens; coordinates extensive community outreach programs; and maintains oversight of horticultural programs and design.

In Section Twelve of the Santa Fe Railyard Public Policies and Procedures: the RPC shall coordinate with the Parks Division Director and Parks staff to provide: annual long-term pruning for fruit trees and flowering crabapples; annual customized pruning program for all other trees, shrubs, vines and roses, depending on varieties; specialized pruning for native plant varieties; special management program for native meadows and open native grassland; integrated pest management in all gardens; plant replacements and/or substitutions; seasonal replacement of organic mulches; annual checking and reduction or removal of drip irrigation on many natives [once established]; annual checking of irrigation to trees and large specimens to make sure drip irrigation increases [as needed]; winterization programs for all gardens; spring cleaning for all gardens.

The RPC will provide: seasonal deadheading, shaping, and/or cutting back of native and ornamental vines, shrubs, grasses and perennials in all gardens; ongoing deadheading of ornamental shrubs and perennials; weeding in all gardens and native areas; ongoing customized fertilization programs for specific gardens; planning, planting, watering, tending, and harvesting annual plants in historic/teaching gardens; harvesting and distribution of fruits and vegetables.

Leveraged Funds and Shared Resources:

RPC works to leverage funds through volunteers and shared resources, keeping costs low while providing high quality service to the City of Santa Fe. Volunteers will assist with interpretation, workshops, the Outdoor Science Classroom, and numerous other RPC programs. The work done by RPC volunteers offsets a major portion of the Park's maintenance costs, resulting in significant savings for the City.

Implementation Plan Based on Scope of Services

Monthly Work Schedules for Each Program

Work Schedule Breakdown:

- 1) School Year (Sept 1, 2019 – May 31, 2020)
- 2) Summer Season (June 1, 2019 – Aug 31, 2019)

1.) School Year Work Plan: (Sept 1, 2019 – May 31, 2020)

A) Adult and Youth Volunteer Program: Volunteers are a necessity for such a large and dynamic park so volunteers are recruited and managed from various age groups, backgrounds and expertise levels. They are provided training and tools to complete projects in the Park year-round. Should the school or partner listed below end their participation, a comparable replacement organization will be recruited to continue the same level of effort.

- a. Yardmaster Volunteers – Every Tuesday and Thursday year-round from 9 – 11am, time changing seasonally.
- b. Master's Program (SFCC Charter School) - Every Friday from 1-3pm.
- c. Youth Works and/or Youth Shelters Program - Once a month, 9-11am
- e. Santa Fe Prep School's "Teen Action Program" – Every Thursday from 1 – 3pm
- f. New Mexico School for the Deaf's Community Service Program – Every Tuesday from Noon – 2pm. May include additional work sessions on Mondays and Thursdays as well.
- g. Select Santa Fe Public School Service Project— Once a month in warmer months from approximately 9 ~ 10:30am
- h. Community Service Open-Opportunity Day – as requested and scheduled.
- i. Volunteer Appreciation Christmas Potluck – One Saturday in December.

B) Community Education Program: RPC staff work with local public schools as well as private, charter and transitional schools to provide hands-on galvanizing science curriculum for 1st grade through 8th grade in compliance with SFPS CORE curriculum standards. Should the school or partner listed below end their participation, a comparable replacement organization will be recruited to continue the same level of effort.

a. Railyard Art and Science Field Trip Partnership with SITE Santa Fe ("Railyard Thursdays") - Twice a month during the warmer season from 9am – Noon.

b. Elementary School Outdoor Science Classroom – Up to twice a month from 9am – noon for 1st-6th grade classes from schools such as El Dorado, Cesar Chavez, Salazar, Wood Gormley, Rio Rancho (ABQ), Sweeney Elementary, Nava, Acequia Madre and Gonzales elementary schools.

c. Middle School Outdoor Science Classroom – Up to twice a month from 9am – noon for 7th and 8th grade classes from schools such as Mandela Magnet School, Devargas, Tierra Encantada, Ortiz, Capshaw, Aspen, Gonzales, Santa Fe Indian School, Santa Fe Girl's School, Santa Fe Prep and Mesa Vista middle schools.

d. Community Waffle Garden: Demo included in every Park tour and Field Trip program;

e. Native Bee House Program: Elementary and Middle School nesting material preparation workshops in Spring and Summer months. Demo included in every Park tour and Field Trip program.

f. Children's Outdoor Education Program: "Pop-Up Playground" child-constructed play area in conjunction with local schools starting.

C) Community Workshop Program: RPC will work with local field experts to provide free public workshops on both Saturdays and weekdays to train and educate the public on gardening techniques, water conservation and sustainability practices and encouraging habitat creation. Should the partner listed below end their participation or alter topic to be discussed, a comparable replacement organization or partner will be recruited to continue the same level of effort and relevant topic.

b. Public Ecology Workshops – Approximately twice a month in September, three times a month in March, April and May- occurring on both weekdays and weekends to reach a greater audience. Topics include: Rose Pruning, Pollinator Landscape Design, Native Plant ID, mushroom cultivation, etc.

D) Community Garden Program: The organic food garden is rented to local residents with no access to land or no gardening experience to provide the opportunity to grow organic food in community with RPC staff support, resources and access to farming experts for advice at no charge. Should the partner or workshop theme listed below change, a comparable replacement partner and topic will be coordinated to continue the same level of effort.

- a. Community Food Garden Training Workshops and Community Gardening Days – Once month during growing season (May, Sept and Oct) from 10am – Noon. Topics include: seed starting, integrated pest management, cover crops, etc.

F) MISC: RPC will continue to offer these services and benefits in conjunction with its mission and goals.

- a. Park Sustainability and Enhancement— Horticultural planning, training and execution to nurture plants and trees of the Park and fundraising to replace plants and shrubs as needed.
- b. “Graze Days” native grasslands restoration project – RPC will work with local rancher and non-profits to graze the grasslands in the park with sheep and goats and monitor the restoration project over time, in partnership with Parks Dept and Public Works Dept.
- c. Railyard Art Project Committee – Monthly committee meetings year-round and facilitation of artist installation projects including managing installation, media coverage and promotion, opening artist’s receptions and de-installations. The RAP consists of 13 members from various backgrounds and disciplines within the local art community of Santa Fe.
- d. Community Room – Rentals every weekend of the year when not otherwise reserved for large event use or by our partners including the SFRCC; open for weekday meetings or events as well.

2.) Summer Season Work Plan: (June 1, 2019 – August 31, 2019)

Should the school or partner listed below end their participation, a comparable replacement organization will be recruited to continue the same level of effort.

A. Adult and Youth Volunteer Program:

- a. MFUGE Youth Conservation Corps – Approx. 25 corps members completing conservation projects in the Park from 10am – 3pm every day for up to 3 weeks in June – July.
- b. Rocky Mountain Youth Conservation Corps – Approx. 10 corps members complete conservation projects and lead tours in the Park between June 25th and August 10th in partnership with New Mexico School for the Deaf and RMYCC.
- c. Yardmaster Volunteers – Every Tuesday and Thursday year-round from 9 – 11am, time changing seasonally.
- d. Youth Works and/or Youth Shelters Program - Once a month, 9-11am
- e. Community Service Open-Opportunity Day – Possibly one Saturday a month, 10am – Noon for those needing community service opportunities.

B. Community Education Program:

Should the partner listed below end their participation or alter topic to be discussed, a comparable replacement organization or partner will be recruited to continue the same level of effort and relevant topic.

- a. Community Waffle Garden - Students learn about the Zuni style of dry-farming in the desert utilizing "waffle gardens" and mutualistic vegetable plantings called the "Three Sisters" (corn, beans and squash). The waffle garden is also for planting heritage vegetables, herbs and flowers.
- b. Bee House – Native bee ID and Park tour with Dr. Carril in August from 10am – Noon.
- c. Children's Outdoor Education Program:
 - i. Sand Play Saturdays – Every Saturday from May 25th through August 10th, 10am – Noon, including celebration of International Mud Day. Takes place in the Children's Play Area.
 - ii. Children's Nature Play Programs Teacher Training Workshop – Early Childhood Educators and child care workers will receive CEU's (professional credits) for participating in this free training at the Park in the Fall.

C. Community Workshop Program:

Should the partner listed below end their participation or alter topic to be discussed, a comparable replacement organization or partner will be recruited to continue the same level of effort and relevant topic.

- a. Public Ecology Workshops – Approximately twice a month in June, July and August on both Saturdays and weekdays from 10am- Noon. Topics Include: Rose Pruning, Pollinator Landscape Design, Native Plant ID, mushroom cultivation, pest management, etc.

D. Community Garden Program:

Should the partner or workshop theme listed below change, a comparable replacement partner and topic will be coordinated to continue the same level of effort.

- a. Community Food Garden Training Workshops and Community Gardening Days – Approximately, one Saturday a month during growing season from 10am – noon.

F. MISC: RPC will continue to offer these services and benefits in conjunction with its mission and goals.

- a. **Park Sustainability and Enhancement—** Horticultural planning, training and execution to nurture plants and trees of the Park and fundraising to replace plants and shrubs as needed.
- b. **"Graze Days"** native grasslands restoration project – RPC will work with local rancher and non-profits to graze the grasslands in the park with sheep and goats and monitor the restoration project over time, in partnership with Parks Dept and Public Works Dept.
- c. **Railyard Art Project Committee –** Monthly committee meetings year-round and facilitation of artist installation projects including managing installation, media coverage and promotion, opening artist's receptions and de-installations. The RAP consists of 13 members from various backgrounds and disciplines within the local art community of Santa Fe.
- d. **Community Room –** Rentals every weekend of the year when not otherwise reserved for large event use or by our partners the SFRCC; open for weekday meetings or events as well.

(E) Other:

- 1.) **Railyard Park Sustainability:** RPC provides the horticultural care, maintenance and development of the gardens in the Park and will continue to advocate for and provide resources to bolster this effort. RPC coordinates and trains volunteers and staff on the proper techniques to provide this care year-round, as without it, Railyard Park would not be the unique, sustainably-run showcase Park it is today. RPC continuously evaluates and troubleshoots any issues that arise in the Park by working with the City parks staff, trained horticultural specialists and referencing the meticulous plans and guides prepared by the architects and professionals who designed the Park.
- 2.) **Adopt-a-Park:** The horticultural scale of the Railyard Park is significantly greater than most other parks in the City Parks Division, with 150 different species of plants and over 7,000 plants. RPC currently has the City's only dedicated volunteer program for park maintenance and interpretation. In previous years, the RPC strongly and publicly favored the City's consideration of an Adopt-A-Park program. The RPC believes this is a meaningful way to make city parks our own through a spirit of community pride and volunteerism. The RPC proposes to develop a leadership model, using emeritus board members, to mentor other Adopt-A-Park groups in the City. The Adopt-A-Park program could spawn robust volunteer programs that will help beautify and assist the City in the care of some of the city's nearly 70 parks.
- 3.) **Santa Fe Railyard Art Project (RAP):** A program of the RPC, the RAP is a collaborative effort between the City of Santa Fe, Santa Fe Railyard Community Corporation and community artists and art organizations, including SITE Santa Fe and Axle Contemporary among others. The RPC coordinates this effort to bring temporary, juried public art projects to the Railyard Park and Plaza through hosting monthly meetings, managing art installations and de-installations, media coverage, and opening artist's receptions. RPC currently provides a small fund for artist stipends as approved by the RAP committee. RPC and the RAP committee will continue to call to the community for innovative, exciting art to display.

4.) **Community Room Rentals** - The RPC continues to rent this space to the public at a modest fee. The Community Room continues to be an affordable favorite for local as well as out-of-state residents looking for a beautiful and affordable event venue. Besides raising program funds, rentals of this room help increase awareness and goodwill in the community. Many people who discover the Park for the first time did so because they rented the room or attended an event there and realized what an affordable treasure it is. Throughout the year, the Community Room is generally rented every weekend. 2019/2020 will see an increase in rentals on weekdays to be a support to other local businesses and organizations seeking an affordable, centrally located and beautiful meeting space.