



City of Santa Fe, New Mexico

Memorandum



DATE: October 7, 2020

TO: Jarel LaPan Hill, City Manager

VIA: Regina Wheeler, Public Works Department Director *RW*

FROM: Sam Burnett, Property Maintenance Manager

ITEM:

Request for the Approval of Professional Services Agreement in the Total Amount of \$100,000.00 for Horticultural, Maintenance and Educational Services in the Railyard Park through June 30th, 2020; Railyard Park Conservancy; Sam Burnett, jsburnett@santafenm.gov, (505) 795-2491.

BACKGROUND:

In May 2017 the City of Santa Fe issued a Request for Proposals (RFP) to implement and manage the Santa Fe Railyard Park Programs, in order to determine what entities/agencies would be interested in implementing the Railyard Park Programs.

The Railyard Park Conservancy in coordination with the Santa Fe Conservation Trust (SFCT) submitted the only response to the RFP. The SFCT is the Railyard Conservation Easement grantee for the City of Santa Fe. The RFP Evaluation Committee selected the Railyard Park Conservancy to continue administering the Railyard Park Programs.

Established in 2008, the Santa Fe Railyard Park Conservancy previously known as the "Railyard Park Stewards" is a non-profit organization, whose mission is to provide community stewardship and advocacy for the care and programming of the Railyard Park.

Consistently, on a yearly basis the Railyard Park Conservancy provides approximately 4000 hours in specialized horticultural care, community garden coordination, public outreach and volunteer coordination, fundraising and programming for specialized park events.

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

On April 25, 2012 the City Council approved an amended resolution supporting the Railyard Park Conservancy efforts at the Railyard Park by directing staff to enter into a contract with the Railyard Park Conservancy to provide services for the Railyard Park. The Railyard Park Conservancy amended resolution included a \$100,000 per year reimbursement from the city for three fiscal years FY12/13, FY13/14 and FY14/15 towards the ongoing and expanding efforts of the Railyard Park Conservancy. In addition, the Railyard Park Conservancy received \$100,000 for fiscal years FY16/17, and FY17/18. In fiscal year FY18/19 the Conservancy received \$150,000.

SUMMARY:

The Railyard Park Conservancy accomplishments for the fiscal year 19/20 are provided in a detailed report prepared by the Park Conservancy, which is attached to this approval packet. The City's Property Maintenance Manager monitors the progress outlined in their Professional Services Agreements and issues payments based upon these criteria alone.

The Railyard Park Conservancy has submitted a letter requesting the funds for fiscal year 20/21 in the amount \$100,000.

FUNDING SOURCE:

Funding for the attached Professional Services Agreement is from the Railyard GRT. The funding source is:

Munis Org Name/Number: 52857 Railyard/5150403

Munis Object Name/Number: 510340 WIP/572970

ACTION:

Please approve of the Railyard Park Conservancy Professional Service Agreement in the amount of \$100,000.

ATTACHMENTS:

Railyard Park Conservancy GSSC Agreement

Railyard Park Conservancy Funding Request – Exhibit A

Railyard Park Conservancy FY 19/20 Accomplishments

Railyard Park Conservancy Certificate of Professional Liability Insurance

Railyard Park Conservancy City of Santa Fe Business License

Procurement Checklist

Summary of Contract

City of Santa Fe Contract Railyard Stage, Sound and Movie Programing

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **The Railyard Park Conservancy** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Agreement Administrator" means the individual appointed by the City to administer the Price Agreement.
- B. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.
- C. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- D. "Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Contractor to furnish items of tangible personal property or service to the procuring agency which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
- E. "You" and "your" refers **The Railyard Park Conservancy** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. Scope of Work

The Railyard Park Conservancy shall provide horticultural care, educational programming, and public art within the Railyard Park and Plaza. See attached proposal from The Railyard Park Conservancy marked **Exhibit A** attached hereto and made a part thereof.

3. Compensation

The City shall pay the Contractor on a time and materials basis for work outlined in **Exhibit A** as approved by the City of Santa Fe Property Maintenance Manager, or other authorized representative, in an amount that shall not exceed \$100,000.00 plus applicable New Mexico Gross Receipts Tax.

<u>Deliverable item:</u>	<u>U/I (unit of issue)</u>	<u>Price</u>
01 Horticultural Care, Educational Programming, and Public Art		\$100,000.00

The total compensation under this Agreement shall not exceed **\$100,000.00 - including New Mexico gross receipts tax.**

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Issuance of Orders - Only written signed orders are valid under this Price Agreement. A Purchase Order is the approved form for the City issuing Contract Orders under this Price Agreement.
- C. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on **6/30/2021**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; 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. ***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.***

8. **Amendment**

This Price Agreement may be amended by mutual Agreement of the City and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement SHALL NOT AFFECT ANY OUTSTANDING ORDERS issued prior to the effective date of the amendment as mutually agreed upon. Amendments affecting price adjustments and/or extension of contract expiration are not allowed unless specifically provided for in the bid and contract documents.

A. 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 Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's 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 personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

A. Neither this price Agreement nor any orders placed under this price Agreement, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 10B below or as expressly authorized in writing by the City. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this price Agreement.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

11. **Subcontracting**

The Contractor shall not subcontract any portion of any services to be performed under this Agreement without written approval from the City.

12. **Non-Collusion**

In signing this Agreement, the Vendor/Contractor certifies the Vendor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. 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.

17. **Appropriations**

The terms of this Agreement, and any orders placed under it, 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 legislature, this Agreement, and any orders placed under it, 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. 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.

18. **Release**

The Contractor, upon 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, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

19. **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 prior written approval by the City.

20. **Conflict of Interest**

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. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

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 Paragraph 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 Paragraph 20 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 Paragraph 20 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.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the

City.

22. **Scope of Agreement; 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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 bribes, gratuities and kickbacks.

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **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.

27. **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 NMSA 1978, § 38-3-1 (G). 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.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **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.

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **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. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **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.

36. **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.

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- i. give the Contractor prompt written notice within 48 hours of any claim;
- ii. allow the Contractor to control the defense of settlement of the claim; and

iii. cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

i. provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

38. **Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a

system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

J. Sam Burnett, Property Maintenance Manager
City of Santa Fe, Public Works Dept.
2651 Siringo Road, Building E
Santa Fe, New Mexico 87504
jsburnett@santafenm.gov
505-955-5933
505-795-2491

To Contractor:
Shannon Palermo, Executive Director
Railyard Park Conservancy
805 Early Street, Suite 204B
Santa Fe, New Mexico 87505
shannon@railyardpark.org
505-316-3596

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

42. **Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

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:


Jarel LaPan Hill (Nov 24, 2020 08:21 MST)

JAREL LAPAN-HILL
CITY MANAGER

DATE: Nov 24, 2020

CONTRACTOR:

Railyard Park Conservancy



SHANNON PALMERO
EXECUTIVE DIRECTOR

DATE: 10/30/2020

CRS#03-199079-00-7

Registration #223586

ATTEST:



YOLANDA Y. VIGIL
CITY CLERK


XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 6, 2020 10:35 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY

FINANCE DIRECTOR

Business Unit Line Item: 5150403.572970

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EXHIBIT A

BOARD MEMBERS Aug 17, 2020

Jennifer Jenkins,
President

City of Santa Fe
PO Box 909

Max Myers,
Treasurer

Santa Fe, NM
87504-0909

Anne Nelson,
Secretary

Re: Amendment to FY2020-21 Request for Funds

Brian Egoft,
Ex Officio

Dear Mayor Webber, City Council Members, and Sam Burnett:

David Barker

Lynn Pitcher Komer

The Railyard Park Conservancy has been advised that, due to the Covid crisis, there is only \$100,000 available for a FY2020-21 Professional Services Agreement. As such, this is an amendment to the RPC's original Request for Funds (dated Feb 10, 2020). The following updated Scope of Services, to be executed July 1, 2020 - June 30, 2021, reflects a \$100,000 PSA, should a \$150,000 PSA not be available for FY2020-21.

Molly Mehaffy

Priscilla Shannon
Gutierrez

Lynn Grimes

Horticultural Care of the Railyard Park

- Facilitation of *Youth-In-Service* and *Yardmasters* volunteer programs: in Railyard Park & St. Francis Underpass.
- Implementation of *Graze Days*, a long-term collaboration with Quivira Coalition, Santa Fe Parks Department, and a local rancher to restore the park's native grasslands.
- Management and care of Railyard Park's Community Garden.
- Care for the Waffle Garden and its associated Acequia Nina: Planting, watering, weeding, and harvesting of vegetables in the public garden throughout the growing season.
- Care for Acequia Madre: Facilitation of clean-up in the spring.
- Management of a neighborhood volunteer crew that supports St. Francis Underpass with trash pick-up and weeding of the Underpass' first succession of weeds - mainly ragweed.
- Upkeep of the Native Bee House and continued habitat support for pollinators in the park.
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- Continued care and advocacy for *all* of the Railyard Park's gardens via community support.

STAFF

Shannon Palermo,
Executive Director

Kathryn York,
Marketing Director



Educational Programming in the Railyard Park

- Hosting of science-based field trips (virtually and in-person, as Covid allows): Includes the continuation of *Roi/yard Days* - a field trip collaboration with Railyard neighbors, SITE Santa Fe and Violet Crown.
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Public Art in the Railyard Park+ Plaza

- Overseeing insurance and conservation easement compliance for all art installations.
- Coordination with other stakeholders in the park such as Santa Fe Railyard Community Corporation, City of Santa Fe Parks Department, Santa Fe Conservation Trust, and City of Santa Fe Public Works.
- Facilitation of the volunteer Railyard Art Project Advisory Committee to jury proposals.
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Funds from a \$100,000 FY2020-21 PSA will support the RPC's general operating and administrative expenses associated with the Scope of Services detailed above. The funds support two full-time staff members who execute all RPC work. Remaining funds support a portion of rent for a small office. The RPC supplements funds from a City PSA with individual donations, business donations via a Membership Program, grants, and Board donations. Thank you for considering this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Palermo", is positioned below the "Sincerely," text.

Shannon Palermo
Railyard Park Conservancy Executive Director

Cc: Jennifer Jenkins - Board of Directors Chairwoman

2020 10 02 Railyard Park Conservancy GSSC1

Final Audit Report

2020-10-06

Created:	2020-10-02
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAALNkG8Chc23Jod5h-Yraz21x_o0vYrhRD

"2020 10 02 Railyard Park Conservancy GSSC1" History



Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)

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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)

Signature Date: 2020-10-06 - 4:35:31 PM GMT - Time Source: server- IP address: 174,56,49,116



Agreement completed.

2020-10-06 - 4:35:31 PM GMT



EXHIBIT A

BOARD MEMBERS Aug 17, 2020

Jennifer Jenkins,
President

City of Santa Fe
PO Box 909

Max Myers,
Treasurer

Santa Fe, NM
87504-0909

Anne Nelson,
Secretary

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Shannon Palermo
Railyard Park Conservancy Executive Director

Cc: Jennifer Jenkins - Board of Directors Chairwoman



REPORT TO THE CITY FY 2019 - 2020

Introduction

The Railyard Park Conservancy (RPC) works year-round in order to provide high quality services to the City of Santa Fe. The RPC's mission is to provide community stewardship for the horticultural care, educational programming, and public art in the Railyard Park and Plaza.

The RPC's work entails maintaining the Park's diverse gardens and social spaces using community volunteers, offering free cultural and educational programming to the City's communities, and supporting the biological resilience of the Railyard Park's complex urban environment. The RPC works in collaboration with the City of Santa Fe, the Santa Fe Railyard Community Corporation, and the Santa Fe Conservation Trust to comply with the Railyard Park and Plaza's 13-acre Conservation Easement. RPC programming is always free and includes field trips, nature-play events, green job skills training, grassland restoration, adult and youth volunteer opportunities to care for over 28 cultivated gardens, temporary public art, homeless advocacy, an annual workshop series, and other community "asks", such as participation in Bike Week, the creation of grab n go educational programming for Santa Fe Public Schools, and a Climate Victory Garden seed give-away. The RPC acts as a conduit between the community and their public greenspace, Railyard Park.

It goes without saying that the 2019-2020 fiscal year has been unique among the RPC's ten-year history. On April 22, 2020 the RPC was issued a Stop Work Order (PO#22001215) due to the Covid crisis. The same day, the RPC's Executive Director and Board Chair consulted with Bob Siqueiros of Public Works. At that meeting, the RPC was given the okay to continue working, understanding that it would be without any funding from the City between April 15 – June 31, 2020. The Park's plants, gardens, and biological systems do not stop for Covid and the RPC is proud to have been able to continue to serve the community in partnership with the City and Railyard Stakeholders through this crisis. Below are details outlining RPC work between July 1, 2019 – June 30, 2020. The RPC's Board of Directors and Staff thank the City for their continued support

History

It became clear in the early design stages of the Railyard Park that goals of environmental sustainability and community engagement could not be maintained by the City's Park Department alone. The Trust for Public Land and a citizen-based committee tasked with overseeing the construction of the Park decided that a distinct non-profit stewardship organization, in partnership with the City, could provide the missing constellation of services – modeling New York's Central Park Conservancy. Founded as the Railyard Stewards in September 2010, the organization changed its name to the Railyard Park Conservancy (RPC) in 2016 to reflect its growth in depth and responsibilities. Since the organization's inception, the City of Santa Fe has supported the RPC's work with a Professional Services Agreement (PSA) to provide community stewardship for the horticultural care, educational programming, and public art in the Railyard Park.

The Railyard Park Conservancy Staff, Board of Directors, & Advisory Committees

The RPC executes its mission using a small staff and a large cadre of community volunteers. RPC work is informed by a volunteer Board of Directors and four volunteer Advisory Committees.

Board of Directors	Horticulture Advisory Committee	Children's Advisory Committee	Development Committee	Railyard Art Project Committee	Staff
Jennifer Jenkins (Chair)	Molly Mehaffy	Priscilla Shannon Gutierrez	Anne Nelson	Merry Scully	Shannon Palermo (Executive Director)
Kenneth Francis (Vice Chair)	Anne Nelson	Janice Vascott	Anne Culp	Matthew Chase-Daniel	Kathryn York (Director of Marketing)
Anne Nelson (Secretary)		Tish Wilson	Priscilla Shannon Gutierrez	Lynn Grimes	
Max Meyers (Treasurer)		Abby Feldman		Shane Tolbert	
Lynn Grimes		Ellyn Feldman		Sandra Brice	
Priscilla Shannon Gutierrez		Ellen Biederman		Lauren Lucero	
Molly Mehaffy		Barbara Ansel		Sam Burnett	
		Anne Nelson		Chelsea Weathers	
				Sage Sommer	

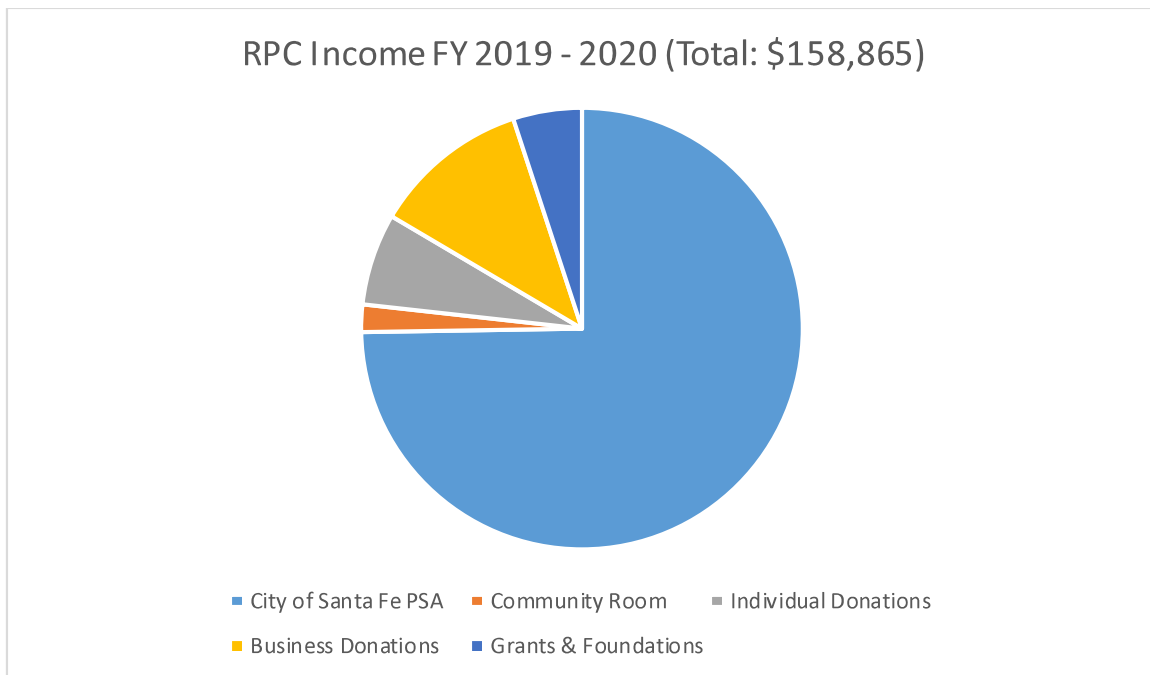
Staff Changes FY2019-20 - At the end of 2019 the Conservancy's Director of Marketing, Rebecca D'Agostine, left for her home state of Massachusetts and the Conservancy's Executive Director, Christy Downs, left for her home state of California. Kathryn York, the RPC's current Director of Marketing joined the Conservancy in November of 2019 to replace Rebecca. Shannon Palermo, who has served as the RPC's Program Coordinator since 2017, assumed the responsibilities of Executive Director beginning in January 2020. Replacement for the Program Coordinator position was well under way when the pandemic hit, but hiring has temporarily been put on hold.

The Railyard Park Conservancy Community Partners

City of Santa Fe
Santa Fe Railyard Community Corporation
Santa Fe Conservation Trust
Acequia Madre Association
Brindle Foundation
Santa Fe Slow Food Movement
Santa Fe Public Schools
Turquoise Trail Charter School
The MASTERS Program Charter School
Santa Fe Public Schools' Adelante Program
Santa Fe Public Schools' Prevention Alliance's Railyard Work Group
Community Educator's Network
Earthseed Black Arts Collective
New Mexico School for the Deaf
Santa Fe Children's Museum
New Mexico Healthy Soils Advocacy Group
Quivira Coalition
Horned Locust Goatscaping
Santa Fe Animal Control
SITE Santa Fe
Walk the Talk Santa Fe
Santa Fe Botanical Gardens
Rio Grande Phenology Trail
Santa Fe Metropolitan Planning Organization
Alas de Agua Art Collective
Santa Fe Indian Center
Plants of the Southwest
St. Elizabeth's Shelter
MFUGE Youth Group
Girls, Inc
Santa Fe Mommy Meet-Up Group
Santa Fe Prep
Youth Emergency Shelters
Santa Fe Labyrinth Resource Group
Student Life Volunteers
Rocky Mountain Youth Conservation Corps
Agua Fria Nursery
Glorieta Camps
Amp Concerts
Communities in Schools
Violet Crown

Railyard Park Conservancy Fundraising and Additional Contributions

In 2019 and 2020 the RPC continued to raise funds, to solicit supporting memberships, and to apply for grants in order to supplement income received from the FY19-20 PSA (PO#22001215).



Grant Applications Submitted FY19-20

Brindle Foundation – asked \$14,950 to support Sand Play Saturday – received 1/20, but transferring these funds to support Sand Play Saturday in 2021

Red-Backpack Fund - asked \$5,000 for Covid relief – denied 5/20

Permaculture Grant through NM Community Foundation – asked ~\$18,000 – denied 5/20

Awesome Foundation – fixed at \$1000 – did not receive in any FY19-20 rounds

100+ Women Who Care – the RPC was not picked through FY19-20

Frost Foundation – LOI submitted 6/20

Slow Food – asked \$750 for payroll support – received 5/20

Clif Bar Family Foundation – asked \$3,000 – denied 2/20

Hestia Fund – asked \$6,100 – denied 12/19

US Bank Grant – asked \$5,000 – denied 2/20

Whole Kids Garden Grant – asked \$3,000 – denied 2/20 due to suspended funding for 2020

McCune Foundation – asked \$10,000 – denied due to suspended funding for 2020

Native Plant Society – asked \$1,500 – denied 1/20

Paycheck Protection Program (considered a grant upon loan forgiveness) – received 6/20

Railyard Park Conservancy Fundraising and Additional Contributions, cont.

Supporting Business Memberships FY19-20	In-Kind Business Support for FY19-20	
Barker Realty	Lowe's	Kakawa
NM Bank & Trust	Rio Metro	Lion and Honey
Whole Foods	Meow Wolf	Puzzah
Railyard Flats	State Printing	Nomad Santa Fe
Jenkins Gavin, Inc	Plants of the Southwest	Santa Fe Dining
Smiths	Hutton Broadcasting	Doodlet's
Positive Solar Energy	Coca-Cola	Ohori's
Ablertson's Market Street	Violet Crown	Sage Inn
Railyard Urgent Care	Santa Fe Farmer's Market Institue	Trader Joes
Descartes Labs	Bee Hive	Tres Colores
Sage Inn	Alpine Sports	Sunrise Springs
NM Mutual	Outside Magazine	Inn on the Alameda
Tierra Concepts	Ikonik Coffee	
Agua Fria Nursery		
Del Norte Credit Union		
Drury Inn		
Kaiser Permanente		

Railyard Park Conservancy Fundraising and Additional Contributions, cont.

	FY2019-20 Volunteer Hours	Dollar Equivalent	
RPC Volunteer Contributions to Horticultural Care - (Independent Sector assigns national average for volunteers at \$25.43/hour)	2668	67,848	
Business Donations	N/A	18,243	
Grants & Foundations	N/A	23,000	
Individual Donations	N/A	10,692	
RPC Board Specialized Skills (\$75/hour)	37	2,775	
RPC Children's Advisory Committee Specialized Skills (\$75/hour)	21	1,575	
RPC Horticulture Committee Specialized Skills (\$75/hour)	38	2,850	
RPC Railyard Art Project Committee Specialized Skills (\$75/hour)	78	5,850	
RPC Development Committee Specialized Skills (\$75/hour)	67	5,025	
RPC Volunteer Contributions to Administrative and Translation Work - (\$25.43/hour)	30	763	
		<u>\$138,621</u>	Total Value Added

Horticultural Care

Yardmaster Adult Volunteers – Yardmasters are the adult volunteers who perform year-round gardening tasks within the Park and at the Underpass. This largely retired, highly skilled group takes care of the smaller details. They meticulously prune the trumpet vines, water struggling trees, dead-head roses, and work directly with RPC Staff to keep an eye on the Park. Yardmaster programming shifted mid-year from hosting *group* volunteer sessions to facilitating *independent* gardening opportunities due to Covid.



Longtime Yardmaster, Bob Lowe, cleaning up the Park's Arroyo in May 2020.

Horticultural Care, cont.

Youth In-Service Volunteers – The RPC hosts weekly Youth-In-Service programs through local schools and church groups. The RPC facilitated Youth-In-Service programming through March 6th, 2020 - just ahead of the school closure announcement from the Governor. Despite this, youth still contributed over half of the volunteer hours for FY2019-20.



MFUGE Youth Volunteers harvesting apricots for donation to the Food Depot in July 2019

Horticultural Care, cont.

Team Underapss – This group of neighbors meet up about once a month to tackle weeds and trash at the new St. Francis Underpass. The RPC supports these volunteers with coordination of debris pick-up, tracking of work, and tool support.



Rusty and his family use the bike trails at the Underpass and come out on the weekends to keep the elms, ragweed, goat heads, and trash down. This photo is from September 2019.

Horticultural Care, cont.

Community Garden – The RPC facilitated two rounds of Community Gardeners representing a half of two growing seasons. The RPC coordinates debris pick-up, spring planting, a watering schedule, and fall clean-up for 11 gardeners in 2019 and 9 gardeners in 2020. In summer of 2020, the community garden got repeatedly vandalized and community gardeners repaired the gate.



Suited up for Covid, Community Gardener and Railyard Flats neighbor, Alfredo, adds compost to his bed in March 2020

Horticultural Care, cont.

Graze Days – There is a critical need to conserve water throughout New Mexico and this need extends to public spaces. In order to exemplify water conservation in Santa Fe, the RPC embarked on a long-term grassland restoration project, in collaboration with Quivira Coalition, in 2018. Graze Days utilizes prescribed grazing with sheep and goats to bring two acres of the Santa Fe Railyard Park back to an intended native grassland state. This project eliminates the need for regular irrigation and mechanical mowing. FY2019-20 grazing sessions occurred Oct.29-31, 2019 and Feb.28-30, 2020. Summer 2020 was the first year that native wildflowers and grasses were able to go to seed due to a cessation of mowing.



Amanita Thorpe and family, of Horned Locust Goatscaping, unloading a herd of 60 goats and sheep near the Park's Rose Ramada in October 2019.

Horticultural Care, cont.

Elm Replacement – When the cottonwood trees along the Park’s Cottonwood Bosque were planted, it was understood that once they were established, the large Siberian elms would be removed to allow the new trees to thrive along Acequia Madre. In January 2019, the long-time project to remove elms from along the park’s Cottonwood Bosque, finally came to fruition. Working with the City and the Santa Fe Conservation Trust, a tree service removed nine elm trees that were compromising the vitality of the nearby cottonwoods. Volunteers have kept the saplings trimmed back where the stumps remain.



Struggling cottonwood under the canopy of a large Siberian elm in October 2019. The elm has since been removed.

Horticultural Care, cont.

Railyard Movie Night Park Clean-Up - Working with Amp Concerts and the Railyard Community Corporation, the RPC facilitated an extremely popular Park Clean-Up ahead of the August screening of Wall-E.



Families helping to weed the Waffle Garden before a Railyard Movie Night in August 2019.

Horticultural Care, cont.

YCC Volunteers – The RPC hosted a crew of Youth Conservation Corp volunteers during the summer of 2019. This group uses American Sign Language to communicate and the RPC coordinates with New Mexico School for the Deaf and Rocky Mountain Youth Corp to host this amazing crew. Their most impressive feat from summer 2019 was removing 10 years of sediment from the Waffle Garden's Acequia and replacing rotted out logs from the Children's Play Area.



The summer 2019 YCC crew removes sediment from the Waffle Garden's Acequia which became clogged after the 100-year storm.

Educational Programming

Outdoor Science Classroom – In addition to hosting weekly Youth-In-Service sessions, the RPC also facilitated 13 field trips in 2019 and 2020, serving 368 students. Each field trip prioritizes direct interaction with nature, child-directed play, and is focused on supporting learning associated with ecology, chemistry, biology, and environmental science. The last field trip that the RPC hosted before the pandemic was during Graze Days in February of 2020.



Students from El Camino Real make observations using a jeweler's loupe in September 2019 as a part of Railyard Days, a field trip collaboration with Violet Crown and SITE Santa Fe, where students explore the intersection of art and science.

Educational Programming, cont.

Sand Play Saturday – The RPC hosted eight sessions of this popular nature-based play program in the Park's sandbox during FY19-20. Designed for kids 0-4 and their families, the program was temporarily suspended in summer 2020 due to the pandemic.



Families enjoying Sand Play Saturday in August 2019

Grab N Go Educational Programming – In collaboration with the Community Educator's Network, Santa Fe Public Schools, and other community partners, the RPC created a Design Your Own Park project for students stuck at home over the summer. Over 400 6th-9th grade students received free Design Your Own Park program materials and instructions in English and Spanish in June 2020.

Educational Programming, cont.

Climate Victory Garden Grab N Go— This project was executed during April & May of 2020. In lieu of a city-wide 2020 Earth Day Celebration, the RPC and event collaborators teamed up to safely pass out Climate Victory Garden “kits” to the public. Inspired by the United States’ Victory Garden movement of the 1940s, kits were aimed to give individuals an opportunity to produce healthy, local food and take action against climate change through the carbon-sequestering principles of regenerative agriculture. This project was made possible through collaboration with the New Mexico Healthy Soils Advocacy Group, the Santa Fe Children’s Museum, Santa Fe Indian Center, Alas de Agua Art Collective, Communities in Schools, and local climate activists. Over 500 kits were distributed with info packets in English and Spanish.



Climate Victory Garden Kits were made possible through seeds donated by Plants of the Southwest, RPC, and the Children’s Museum – April & May 2020

Educational Programming, cont.

Workshops – The RPC hosted 17 workshops during the summer and fall of 2019. Workshop topics included: Mushroom Cultivation, Community Science, Labyrinth Walks, Drumming, Nature-Based Play for Early Childhood Educators, Bee Hives, and a series of Poetry Classes with Santa Fe's Poet Laureate, Elizabeth Jacobson. In June of 2020, the RPC hosted a virtual Community Science Training Workshop. Like all RPC programming, workshops are free and open to the public.



All Hallows Eve Labyrinth Walk & Drum Circle hosted in collaboration with the Santa Fe Labyrinth Resource Group in October 2019.

Public Art

Bike Month – The RPC was slated to host workshops as a part of May 2020's Bike Week that was being coordinated by Santa Fe's MPO and other organizations. As Covid made it clear that plans to gather were not going to be possible, organizers shifted their focus. The RPC contributed to the, no longer *week*-long, but instead *month*-long event, by creating a Public Art Bike Ride – one for the Midtown/Railyard and one for the Southside of Santa Fe.



RPC Director of Marketing, Kathryn York, documenting public art in Santa Fe – May 2020

Public Art, cont.

Grass Ballet – This installation by local artist, Owen William Fritts, was installed in early March 2020 (removed August 2020). Located near the Rail Gardens in the Arroyo next to SITE, Grass Ballet featured “blades of grass” that are inspired by the movement of wind through grass fields.



Grass Ballet by Cerrillos artist, Owen William Fritts – installed March 2020

Public Art, cont.

Railyard Park 2019 Photo Contest – Since 2017, the RPC has hosted an annual photo contest in the fall. The 2019 photo contest explored the categories: Abstract, Nature, People/Events, and a Youth Category. Fifteen prize packages were given out in November 2019 at an Award's Ceremony hosted by Violet Crown.



Light up the Night, by John Bohlman – First Place, Abstract

Public Art, cont.

Longview – Installed June-October 2019, Edna is a 35-foot polar bear made from recycled car hoods. Created by Santa Fe artist, Don Kennell, *Longview*, has been the RPC's most engaging, beloved, and storytelling piece – speaking to the march of climate change on our environment.



Longview Polar Bear, by *Don Kennell*

Public Art, cont.

CENTER's Photo Review – In October 2019, 6 large photographic panels hung along the Farmer's Market shade structure during the length of the annual Photo Review.

FREE FILM USA - Artist Neil Hamamoto brought an airstream trailer to the Railyard in October 2019. The trailer had been converted into a darkroom and was traversing the USA. Parked for three days at the Railyard Water Tower, his team distributed free film for participants to document Santa Fe. Film was developed on site and is compiled into a book showcasing over 30 cities.



The Free Film USA crew after arriving in Santa Fe in October 2019

RPC Educational Programming July 1, 2019 - June 30, 2020

Workshops and Events

Date	Event	Adults	Youth	Total Attendees	Total YTD Youth Participants	Total YTD Adult Participants	Staff	Hours	Volunteers	Daily Hour Total	Total Hours YTD
7/2/2019	RAP Poetry Workshop	19	0	21	0	19	1	2	1	4	4
7/9/2019	RAP Poetry Workshop	12	0	21	0	31	1	2	1	4	8
7/13/2019	Sand Play Saturday (SPS)	32	23	76	23	63	1		2	3	11
7/16/2019	Honey Bee Workshop	11	1	88	24	74	2	2	1	6	17
7/16/2019	RAP Poetry Workshop	11	0	99	24	85	1	2	1	4	21
7/20/2019	SPS	30	25	154	49	115	2	2	2	8	29
	RAP Poetry Workshop - Public Reading			177					1	4	
7/23/2019	Reading	21	2		51	136	1	2			33
7/23/2019	Mini SPS	8	10	195	61	144	0	2	2	4	37
	Mushroom Cultivation Workshop			229						4	
7/27/2019	Workshop	33	1		62	177	1	2	1		41
6/25/2019	Mini SPS	8	12	249	74	185	0	2		0	41
7/27/2019	SPS	28	20	297	94	213	1	2	2	6	47
8/3/2019	SPS	32	15	344	109	245	2	2	2	8	55
8/10/2019	SPS	28	15	387	124	273	0	2	2	4	59
8/3/2019	ECE Training	9	0	396	124	282	0	2	4	8	67
8/6/2019	ASL Picnic & Tour	3	8	407	132	285	3	2	1	8	75
8/3/2019	Labyrinth Walk	10	5	422	137	295	0	2	1	2	77
	Community Science Training			428						10	
8/29/2019	Training	6	0		137	301	1	5	1		87
9/10/2019	RAP Poetry Workshop	35	0	463	137	336	0	2	1	2	89
9/17/2019	RAP Poetry Workshop	30	0	493	137	366	1	2	1	4	93
9/24/2019	RAP Poetry Workshop	30	0	523	137	396	1	2	1	4	97
10/1/2019	RAP Poetry Workshop	20	0	543	137	416	1	2	1	4	101
10/6/2019	PUP	110	151	804	288	526	3	5	12	75	176
10/8/2019	RAP Poetry Workshop	25	0	829	288	551	1	2	1	4	180
10/22/2019	RAP Poetry Workshop	21	0	850	288	572	1	1.5	1	3	183
10/25/2019	St.Es Collab	17	0	867	288	589	1	2	5	12	195
	All Hallows Labyrinth Walk			881						3	
10/27/2019	Walk	13	1		289	602	2	1	1		198
10/27/2019	All Hallows Drum Circle	10	0	891	289	612	0	1	1	1	199
10/29/2019	Graze Days - Session 2	40	15	946	304	652	3	5	3	30	229
10/30/2019	Graze Days - Session 2	40	15	1001	319	692	3	5	2	25	254
10/31/2019	Graze Days - Session 2	40	15	1056	334	732	3	5	3	30	284
2/26/2020	Graze Days	30	15	1101	349	762	2	5	7	45	329
2/27/2020	Graze Days	30	15	1146	364	792	2	5	3	25	354
2/28/2020	Graze Days	30	15	1191	379	822	2	5	5	35	389
	Seed distribution at Farmer's Market			1251						24	
4/18/2020	Public Art Bike Ride - Virtual	50	10		389	872	2	4	4		413
5/1/2020	Virtual	0	0	1251	389	872	0	0	8	0	413
	Seed distribution at SFIC			1331						0	
5/8/2020	SFIC	50	30		419	922	1	0	5		413
	Seed distribution to Alas de Agua			1381						0	
5/18/2020	Alas de Agua	50	0		419	972	1	0	5		413
	Seed distribution at SFIC			1431						0	
5/22/2020	SFIC	50	0		419	1022	1	0	5		413
	Seed distribution via SFPS and communities in schools			1731						0	
5/20/2020	Schools	0	300		719	1022	1	0	5		413
	Community Science Workshop via Zoom			1733						4.5	
6/12/2020	Workshop	2	0		719	1024	2	1.5	1		417.5
6/29/2020	City Summer Youth Program - activity for grades 6-9	0		2143				0		0	
		0	410		1129	1024	2		2		417.5

Field Trips

Date	Group	Adults	Students	Staff	Total People	Year To Date Student Participants	Hours
8/5/2019	YCC	1	7	1	9	7	4
8/30/2019	TMP	1	5	1	7	12	1.5
9/18/2019	Carlos Gilbert	4	46	1	51	58	4
9/20/2019	TMP	1	12	1	14	70	1
	Gonzales Community School			1	56		4
9/25/2019	School	4	51			121	
10/2/2019	Milagro Middle	3	47	1	51	168	4
10/9/2019	Turquoise Trail	4	46	1	51	214	4
10/16/2019	El Camino Real	3	17	1	21	231	4
10/29/2019	Fayette Academy	3	25	1	29	256	1

10/30/2019	Turquoise Trail	4	44	1	49	300	1
11/4/2019	Bernalillo Middle	2	22	1	25	322	2
2/28/2020	TMP for Graze Days	1	9	2	12	331	1.5
2/28/2020	NMSD for Graze Days	3	22	2	27	353	2
2/29/2020	LaFayetteville	4	15	2	21	368	1

RPC Public Art, Advisory Committee, and Administrative Support July 1, 2019 - June 30, 2020

Date	Committee or Nature of Work	Tasks Completed Or Discussed	Volunteers	Adult Vols @ 24.69	Adult Vols @ 50	Adult Vols @ 75	Youth (Enter 0 if none)	RS Staff	Total People	Hours (youth and adult)	Total Youth Hours	Daily Hours Total	Total Hours YTD	Daily Quantified Volunteer Contribution (\$)	YTD Quantified Volunteer Contribution (\$)
7/11/19	RAP	fundraiser details finalized	five folks present	0	5	0	0	2	7	1	0	7	7	250	250
7/25/19	Office	worked on surveys	Priscilla	0	0	1	0	1	2	1	0	2	9	75	325
8/8/19	RAP	talked about RAP fundraiser and new proposals	four folks present	0	4	0	0	2	6	1	0	6	15	200	525
8/16/19	Park	talked graze days/ hort	mini hort - molly, anne	0	0	2	0	2	4	3	0	12	27	450	975
8/26/19	Community Garden	discussed future of the garden, etc	Caroline and Judy	2	0	0	0	1	3	1.5	0	4.5	31.5	74.07	1049.07
8/26/19	Office	discussed grants	Anne N, Anne C, Priscilla	0	0	3	0	1	4	0	0	0	31.5	0	1049.07
8/27/19	Children's Committee	SPS wrap-up, PUP, and visioning session	Barbara A, Anne N, Abby, Ellen B, Janice, Abby,	0	0	6	0	2	8	1.5	0	12	43.5	675	1724.07
9/20/19	Graze Days	Walk-thru ahead of fall graze	Molly, Amanita	0	0	3	0	2	5	1.5	0	7.5	51	337.5	2061.57
9/24/19	SOS Railyard Working Group	Quarterly meeting re: Railyard Park	Jake, Shelly, Chris Ortiz, Sophie, Zach	0	0	5	0	2	7	1.5	0	10.5	61.5	562.5	2624.07
10/7/19	Graze Days	last minute phone touch base regarding this month's graze	Molly, Anne, Arielle	0	0	3	0	2	5	1	0	5	66.5	225	2849.07
10/11/19	Grants Committee	worked on upcoming grants	Anne N, Anne C	0	0	2	0	1	3	1.5	0	4.5	71	225	3074.07
11/6/19	Office	prepared for photo contest	Sue	1	0	0	0	3	4	1	0	4	75	24.69	3098.76
11/7/19	RAP Committee	voted for photo contest	Sage, Lucy, Sandy, Bob, Mary, Juliet	0	0	6	0	3	9	2	0	18	93	900	3998.76
11/8/19	Grants Committee	upcoming grants	Anne C, Priscilla	0	0	2	0	1	3	1.5	0	4.5	97.5	225	4223.76
11/8/19	Grants Committee	upcoming grants	Anne N	0	0	1	0	1	2	2	0	4	101.5	150	4373.76
11/13/19	Office	worked on photo contest reception stuff	Sue	1	0	0	0	3	4	1	0	4	105.5	24.69	4398.45
12/10/19	Grants Committee	upcoming grants	Anne N, Anne C, Priscilla	0	0	3	0	1	4	1.5	0	6	111.5	337.5	4735.95
12/12/19	Office	made volunteer appreciation gifts	Sue	1	0	0	0	3	4	1.5	0	6	117.5	37.035	4772.985
1/9/20	RAP	Being White art project, Christy leaving	Shane, Mary, Lucy, Matthew C-D, Matthew C, Sandy, Sage, Chelsea, Juliet	0	0	9	0	3	12	1	0	12	12	675	5447.985
1/13/20	RPC Board	ED plan & Brindle Grant	Anne N	0	0	0	0	0	0	0	0	0	12	0	5447.985
1/14/20	Children's Committee Meeting	Brindle Grant/ SPS/ PUP	Abby, Anne N, Tish, Barbara A	0	0	4	0	1	5	1.5	0	7.5	19.5	450	5897.985
1/21/20	Grants/ Fundraising	Grants/ Membership	Anne N	0	0	1	0	2	3	4	0	12	31.5	300	6197.985
1/22/20	Grants/ Fundraising	Grants/ Membership	Anne N	0	0	1	0	2	3	4	0	12	43.5	300	6497.985
1/24/20	Organizational Check-in	Organizational Check-in	Anne N	0	1	0	0	0	1	2	0	2	45.5	100	6597.985
1/28/20	Grants/ Fundraising	Grant plan for coming year	Anne N, Anne Culp, Priscilla	0	0	3	0	2	5	2	0	10	55.5	450	7047.985
2/4/20	Office support	Grant research/ ED support	Anne N	0	0	1	0	2	3	2.5	0	7.5	63	187.5	7235.485
2/11/20	Office support	Grant research/ ED support	Anne N	0	0	1	0	2	3	2.5	0	7.5	70.5	187.5	7422.985
2/13/20	RAP	New proposals/ old proposals	Chelsea, Sage, Merry, Matthew C-D, Lynn	0	0	5	0	0	2	1.5	0	3	73.5	562.5	7985.485
2/24/20	Hort/ Graze Days	Walk thru ahead of Graze Days	Molly, Anne N, Arielle, Amanita	0	0	4	0	0	4	1	0	4	77.5	300	8285.485
2/24/20	Meeting with John Munoz	irrigation	Molly, Anne N,	0	0	2	0	1	3	2	0	6	83.5	300	8585.485
3/17/20	Interview help	interviews	Anne N	0	1	0	0	1	2	2	0	4	87.5	100	8685.485
3/18/20	Interview help	interviews	Priscilla	0	1	0	0	1	2	2	0	4	91.5	100	8785.485
3/25/20	RPC Board	covid-19, new program coordinator, approved budget, financials, board development	Jennifer, Lynn, Anne, Molly, Priscilla	0	0	5	0	1	6	2	0	12	103.5	750	9535.485
4/9/20	RAP for April	Covid 19 world, standard operating procedures, current proposals	Mathew C-D, Shane, Sage, Chelsea, Lucy, Merry,	0	6	0	0	2	8	1.25	0	10	113.5	375	9910.485
4/14/20	Hiring help	narrowed PC candidates down to top 3	Priscilla, Anne N	0	0	2	0	2	4	0.75	0	3	116.5	112.5	10022.985
4/22/20	Stop Work Order meeting	Discussed next steps after being issued a stop work order	Jennifer	0	0	1	0	1	2	1	0	2	118.5	75	10097.985

5/4/20	Advisory phone calls - April	changes, hort work, summer, hiring	Anne N	0	0	1	0	0	1	3	0	3	121.5	225	10322.985
5/7/20	Development Committee	McCune grant	Anne N, Anne C	0	0	2	0	1	3	1	0	3	124.5	150	10472.985
5/14/20	RAP	Discussed RAP in context of PPP updates	Lucy, Merry, Mathew C-D, Mathew C, Shane, Sandy, Sage	0	7	0	0	2	9	1	0	9	133.5	350	10822.985
5/18/20	Advisory phone call	Last steps to get through before Anne goes out of town	Anne N	0	0	1	0	1	2	1	0	2	135.5	75	10897.985
5/27/20	Board Meeting	Budget, Board Recruitment	Anne N, Lynn, Jennifer, Priscilla	0	0	4	0	1	5	1	0	5	140.5	300	11197.985
6/11/20	RAP	New proposals/ old proposals	seven folks present	0	0	0	0	0	0	0	0	0	140.5	0	11197.985
6/17/20	Hort	Discussed Surrounding Studio proposal	Molly, Anne N	0	0	2	0	1	3	1.5	0	4.5	145	225	11422.985
6/15/20	Development Committee	Feedback on McCune Pwr Pt Presentation	Anne C, Anne N	0	0	2	0	1	3	1	0	3	148	150	11572.985
6/24/20	Hort	walk thru to identify benches for removal	Molly	0	0	1	0	2	3	2	0	6	154	150	11722.985

RPC Horticultural Care Railyard Park & St Francis Underpass July 1, 2019 - June 30, 2020

Date	Area Worked In	Tasks Completed	Group	Adult Vols	Youth	RS Staff	Total People	Hours Worked	Total Youth Hours	Daily Hour Total	YTD Youth Hours	YTD Total Hours
7/1/2019	Waffle Garden, Entire Park	cleared out the acequia nina, weeded, trash pickup, watered waffle	YCC	1	7	1	9	6.5	45.5	58.5	45.5	58.5
7/2/2019	Waffle Garden, Community Garden, Entire Park	trash pickup, weeded waffle, broke down dirt pile, picked up compost, turned, watered, made a new pile	YCC	1	7	1	9	7.5	52.5	67.5	98	126
7/3/2019	Entire Park, Community Garden, Children's Play Area, Community Room, Entry Ramada	watered waffle, weeded community garden, mulched path, planted in waffle and comm. Gar, weeded trumpet vines, potted three plants for indoors, moved picnic benches, cleaned up after mud day	YCC	1	7	1	9	8	56	72	154	198
7/6/2019	Acequia Underpass	weeded ragweed	SLV	3	16	2	21	3	48	63	202	261
7/7/2019	Arroyo	weeded	SLV	2	10	1	13	3	30	39	232	300
7/8/2019	Acequia Madre, Gabion gardens, Cerrillos Orchard	weeded	SLV	3	6	3	12	3	18	36	250	336
7/9/2019	Arroyo	weeded, bagged debris from weekend	Yardmasters	2	0	1	3	2	0	6	250	342
7/9/2019	Community Garden	picked up compost, turned, etc	YCC	1	7	0	8	2	14	16	264	358
6/30/2019	Acequia Underpass	weeded	Team Underpass	8	3	0	11	2	6	22	270	380
7/8/2019	Entire Park	trash pickup, watered waffle, weeded goatheads	YCC	1	7	0	8	2	14	16	284	396
7/10/2019	Entire Park	trash pickup, watered waffle, weeded goatheads	YCC	1	7	0	8	4	28	32	312	428
7/10/2019	Arroyo	weeded under rocks, edged the path	SLV	6	33	3	42	2.5	82.5	105	394.5	533
7/11/2019	Acequia Nina, Open Field	weeded	YCC	1	7	0	8	7	49	56	443.5	589
7/11/2019	Nasella Embankment	weeded	SLV	6	33	3	42	2.5	82.5	105	526	694
7/14/2019	Acequia Underpass	weeded	Team Underpass	4	2	0	6	2	4	12	530	706
7/18/2019	Children's Play Area and Rose Ramada	mulched apache plume beds and dead headed roses	Yardmasters	2	0	1	3	2	0	6	530	712
7/19/2019	Entire Park	weeded, turned over sand, watered, picked up trash	YCC	0	7	0	7	4.5	31.5	31.5	561.5	743.5
7/20/2019	Pollinator Garden	weeded	Sat. YM	1	0	1	2	1	0	2	561.5	745.5
7/22/2019	Rail Gardens, Cerrillos Orchard, and Rose Gardens	weeded, deadheaded roses, picked apricots	MFUGE	5	20	2	27	2.5	50	67.5	611.5	813
7/23/2019	Children's Play Area, Apache Plume, Waffle Garden area	weeded and mulched apache plume beds	Yardmasters	2	0	1	3	2	0	6	611.5	819
7/21/2019	Acequia Underpass	weeded	Team Underpass	8	3	0	11	2	6	22	617.5	841
7/23/2019	Acequia Nina, Community Garden, Open Field	weeded, picked up compost, turned, watered	MFUGE	5	20	2	27	2.5	50	67.5	667.5	908.5
7/24/2019	Gabion Gardens, Acequia Nina, Community Gardens	weeded, loaded debris from last week onto flatbed	MFUGE	5	20	2	27	1.5	30	40.5	697.5	949
7/25/2019	Gabion Gardens	weeded	Yardmasters	4	0	1	5	2	0	10	697.5	959
7/29/2019	Children's Play Area, Entire Park, and Rail Gardens	trash sweep, replaced old logs with new ones and weeded, thinned out irises	YCC	1	7	1	9	7.5	52.5	67.5	750	1026.5

7/30/2019	Community Garden, Waffle Garden, Acequia Underpass	picked up trash, watered, and picked up compost, flyered for the picnic in the neighborhood	YCC	1	7	1	9	7.5	52.5	67.5	802.5	1094
7/31/2019	Community Room, Waffle Garden, and Entire Park	trash pick-up, watered, painted and prepped community room for re-flooring	YCC	1	7	1	9	7.5	52.5	67.5	855	1161.5
8/1/2019	Waffle Garden	weeded	Yardmasters	5	0	1	6	2	0	12	855	1173.5
8/1/2019	entire park	trash pickup	YCC	1	7	1	9	2	14	18	869	1191.5
8/5/2019	entire park and waffle garden	trash pickup, watered	YCC	1	7	1	9	2.5	17.5	22.5	886.5	1214
8/6/2019	entire park and children's play area	trash pickup and turned the sand over	YCC	0	7	1	8	3	21	24	907.5	1238
8/8/2019	peace entry and open field	weeded (goatheads in open field)	Yardmasters	2	0	1	3	2	0	6	907.5	1244
8/11/2019	Acequia Underpass	weeded	Team Underpass	5	1	0	6	2	2	12	909.5	1256
8/9/2019	Waffle Garden, Entry Ramada, & Entire Park	trash pick-up, weeding, trumpet vine suckers	Wall-E Park Clean-Up Night	30	13	2	45	2	26	90	935.5	1346
8/13/2019	Rose Ramada	dead-heading roses	Yardmasters	2	0	1	3	2	0	6	935.5	1352
8/15/2019	Rail Gardens and Rose Ramada	weeded, deadheaded	Yardmasters	4	0	1	5	2	0	10	935.5	1362
8/19/2019	Acequia Underpass	weeded	Team Underpass	3	3	0	6	2	6	12	941.5	1374
8/20/2019	Acequia Underpass and Waffle Garden	weeded and bagged debris	Yardmasters	2	0	1	3	2	0	6	941.5	1380
8/22/2019	Acequia Underpass, Rose Ramada, and Gabion Gardens	weeded, dead headed roses, and baggd debris	Yardmasters	3	0	1	4	2	0	8	941.5	1388
8/23/2019	Community Garden & Acequia Nina	weeded fence line around the community garden, prepared soil, added compost. Weeded acequia nina	TMP - Jon's class	1	20	1	22	3	60	66	1001.5	1454
8/27/2019	Waffle Garden	weeded, planted, watered	Yardmasters	5	0	1	6	2	0	12	1001.5	1466
8/29/2019	peace entry and open field	weeded	Yardmasters	1	0	1	2	2	0	4	1001.5	1470
8/30/2019	Rail Gardens	thinned iris bulbs	TMP - Joel's class	1	5	1	7	2	10	14	1011.5	1484
9/3/2019	Rose Ramada	dead-headed roses, weeded path,	Yardmasters	3	0	1	4	2	0	8	1011.5	1492
9/5/2019	Rose Ramada	weeded path, dead-headed roses, gumweed weeded, trash pickup	Yardmasters	3	0	1	4	2	0	8	1011.5	1500
9/6/2019	Acequia Madre paths, children's play area, suerte/ grasslands	edged paths, weeded gumweed, trash pickup	TMP - Jody's class	3	15	2	20	3	45	60	1056.5	1560
9/8/2019	Acequia Underpass	weeded, picked up trash	Team Underpass	4	2	0	6	2	4	12	1060.5	1572
9/10/2019	Pollinator Garden	weeded, took out spanish broom, assessed area with Anne	Yardmasters	1	0	1	2	2	0	4	1060.5	1576
9/12/2019	Rail Gardens	weeded	Yardmasters	1	0	1	2	2	0	4	1060.5	1580
9/17/2019	Waffle Garden	weeded, planted, thinned, and collected seeds	Yardmasters	1	0	1	2	2	0	4	1060.5	1584
9/19/2019	Peace Entry	weeded, thinned	Yardmasters	4	0	1	5	2	0	10	1060.5	1594
9/23/2019	Pollinator Garden	weeded, trash sweep	Yardmasters	1	0	1	2	2	0	4	1060.5	1598
9/26/2019	Rail Gardens	pruned, weeded	Yardmasters	4	0	1	5	2	0	10	1060.5	1608
10/1/2019	Rail Gardens	deadheaded	Yardmasters	1	0	1	2	2	0	4	1060.5	1612
10/3/2019	Pollinator Garden	collected materials for PUP, deadheaded, trash pick-up, pruning	Yardmasters	5	0	1	6	2	0	12	1060.5	1624
10/8/2019	Cottonwood Bosque	weeded under the wood's rose	Yardmasters	2	0	1	3	2	0	6	1060.5	1630
#####	Waffle Garden	planted garlic	Yardmasters	2	0	1	3	2	0	6	1060.5	1636
#####	Community Garden, Cottonwood Bosque, Acequia Nina	weeded, mulched, pruned, and planted garlic	TMP - Jody's group	2	14	1	17	3	42	51	1102.5	1687
#####	Rail Gardens	pruned	Yardmasters	3	0	1	4	2	0	8	1102.5	1695

#####	Waffle Garden	put the waffle to bed	Yardmasters	2	0	1	3	2	0	6	1102.5	1701
#####	Entire Park and Rail Gardens	trash sweep and pruned in the rail gardens	Yardmasters	2	0	1	3	2	0	6	1102.5	1707
#####	Underpass	trash pickup and weeding	Team Underpass	4	0	0	4	2	0	8	1102.5	1715
#####	Rail Gardens	pruned, weeded, and trash pickup	Yardmasters	2	0	1	3	2	0	6	1102.5	1721
#####	Waffle Garden	planted garlic, weeded, harvested seeds	St.Es Community Collab	17	4	2	23	2	8	46	1110.5	1767
#####	Peace Entry	weeded and supported Graze Days	Yardmasters	2	0	1	3	2	0	6	1110.5	1773
#####	Peace Entry	weeded and supported Graze Days	Yardmasters	1	0	1	2	2	0	4	1110.5	1777
11/1/2019	Native Bee House	collected, prepped materials, also made pheno observations	TMP - Joel's class	1	8	1	10	4	32	40	1142.5	1817
11/5/2019	Rail Gardens	pruned	Yardmasters	3	0	1	4	2	0	8	1142.5	1825
11/5/2019	Entire Park	trash pick-up	Anne & Jack!	1	1	0	2	0.5	0.5	1	1143	1826
11/7/2019	Underpass	trash pick-up, weeding,	Yardmasters	3	0	1	4	2	0	8	1143	1834
11/7/2019	Underpass	trash pick-up, weeding	Yardmasters	1	0	0	1	1	0	1	1143	1835
11/8/2019	Underpass	trash pick-up, acequia clean-up	TMP - Jody's group	1	14	1	16	3	42	48	1185	1883
#####	Rose Ramada/ Suerte	weeding silver lace vine	Yardmasters	2	0	1	3	2	0	6	1185	1889
#####	Tool Shed/ Community Room	clean up for winter/ organization	Yardmasters	1	0	1	2	2	0	4	1185	1893
#####	Waffle Garden/ Native Bee House/ Entire Park	built habitat, amended waffle soil, trash pickup	TMP - Joel's class	1	10	1	12	3.5	35	42	1220	1935
#####	Rose Ramada	edged the rock border, pruned silver lace vine, and dug up alfalfa	Yardmasters	3	0	2	5	2	0	10	1220	1945
#####	Children's Play Area	trash sweep, pruned penstemon, dug up butterfly bush and spanish broom	Yardmasters	2	0	2	4	2	0	8	1220	1953
#####	Pollinator Garden	dug up butterfly bush and spanish broom	Yardmasters	1	0	1	2	2	0	4	1220	1957
#####	Pollinator Garden	dug up butterfly bush and spanish broom	Yardmasters	2	0	1	3	2	0	6	1220	1963
#####	Pollinator Garden	dug up last of the butterfly bush and spanish broom	Yardmasters	3	0	1	4	2	0	8	1220	1971
#####	Entire Park	Trash Sweep	Kathryn	0	0	1	1	1	0	1	1220	1972
1/14/2020	Rose Ramada	Weeding, pulled out large plantings, clean up	Yardmasters	2	0	0	2	2	0	4	0	1976
1/28/2020	Whole park	trash sweep, check on elm removal	Anne, Janice and Bill - Yardmasters	3	0	0	3	2	0	6	0	1982
1/30/2020	Community Garden Gate	Worked on community gardens gate	Bob - Yardmasters	1	0	0	1	2	0	2	0	1984
2/6/2020	Entire Park	trash sweep	Yardmasters	1	0	0	1	1	0	1	0	1985
2/22/2020	Underpass	trash sweep	Team Underpass	6	3	0	9	1.5	4.5	13.5	4.5	1998.5
2/13/2020	Entire Park	trash sweep	Yardmasters	1	0	1	2	1.5	0	3	0	2001.5
2/25/2020	Gabion Gardens	trash sweep	Yardmasters	1	0	1	2	1.5	0	3	0	2004.5
2/27/2020	Gabion Gardens	trash sweep	Yardmasters	6	0	1	7	2	0	14	0	2018.5
2/26/2020	Gabion Gardens	Graze Days Support	Arielle, Anne, Molly, Janice	4	0	2	6	2	0	12	0	2030.5
2/27/2020	Gabion Gardens	Graze Days Support	Arielle, Anne, Molly, Janice	4	0	2	6	2	0	12	0	2042.5
2/28/2020	Gabion Gardens	Graze Days Support	Arielle, Anne, Molly, Janice	4	0	2	6	2	0	12	0	2054.5
2/28/2020	Apache Plume beds	mulched	TMP	1	9	1	11	5	45	55	45	2109.5
3/5/2020	Peace Garden Entryway and Children's Play Area	Cut back tree branches, cleaned up peace garden and cut back different plantings	Yardmasters, Kathryn, Bob, Sue, Sandra	3	0	1	4	2	0	8	0	2117.5
3/10/2020	Gabion gardens, children's play area, rose ramada	Cut back tree branches, trash sweep, rake up leaves and debris	Yardmasters, Kathryn, Shannon, Vic, Sue, Anne, Janice	4	0	2	6	2	0	12	0	2129.5

3/6/2020	Children's play, whole park	mulching, clean children's play and trash pick up	TMP	1	12	1	14	4	48	56	48	2185.5
3/17/2020	Stairs and ramps leading from parking lot to park	raking, weeding, trash pick up and pruning	Yardmasters	4	0	1	5	2	0	10	0	2195.5
3/24/2020	Children's play area	trash sweep and pruning of three leaf sumac	Yardmasters	2	0	1	3	2	0	6	0	2201.5
3/31/2020	Entire Park	trash sweep	Yardmasters	3	0	2	5	2	0	10	0	2211.5
3/31/2020	Rail Gardens	weeded around the irises	Yardmasters	0	0	0	0	0	0	0	0	2211.5
4/2/2020	Peace Entry and Rose Gardens	buried water hose in Peace Entry and pruned in Rose Gardens	Yardmasters	3	0	0	3	2	0	6	0	2217.5
4/7/2020	Nasella Embankment	raked dead grass	Yardmasters	3	0	1	4	2	0	8	0	2225.5
4/9/2020	Rose Ramada & Rail Gardens	weeded, finished pruning roses, and started pruning artemisia	Yardmasters	3	0	0	3	2	0	6	0	2231.5
4/14/2020	Entire Park	trash sweep	Yardmasters	3	0	0	3	2	0	6	0	2237.5
4/16/2020	Rail Gardens, Peace Entry, Rose Ramada	weeded, artemisia dig up dead stuff, and mulching in the Peace Entry	Yardmasters	3	0	0	3	2	0	6	0	2243.5
4/21/2020	Nasella Embankment & Rail Gardens	raked dead grass, weeded, trash pick up	Yardmasters	3	0	0	3	2	0	6	0	2249.5
4/21/2020	Rail Gardens	weeded, trash pick-up	Yardmasters	3	0	0	3	2	0	6	0	2255.5
4/23/2020	Rail Gardens	weeded around agave and pulling weed barrier	Yardmasters	1	0	0	1	2	0	2	0	2257.5
#####	Nasella Embankment and along Cerrillos	raked dead grasses, pruned back alfalfa, cleaned tree wells	Yardmasters	3	0	0	3	2	0	6	0	2263.5
4/28/2020	Apache Plume beds	pruned	Yardmasters	3	0	0	3	2	0	6	0	2269.5
4/29/2020	Waffle Garden	got some babies planted	Yardmasters	1	0	1	2	2	0	4	0	2273.5
4/23/2020	Community Garden	weeded, prepped some beds	St. Es	5	0	1	6	2	0	12	0	2285.5
5/5/2020	Suerte Along Guadalupe	weeded, pulled back alfalfa to let wild flowers thrive	Yardmasters	3	0	0	3	2	0	6	0	2291.5
5/5/2020	Underpass and Trumpet Vines	dug up foxtails and pruned trumpet vines and suckers	Yardmasters	3	0	0	3	2	0	6	0	2297.5
5/6/2020	Community Garden	worked on path and pulling out old beds	John G.	1	0	1	2	3.5	0	7	0	2304.5
5/7/2020	Entry Ramada	pruned trumpet vines and pulled suckers	Yardmasters	3	0	0	3	2	0	6	0	2310.5
5/12/2020	Suerte along guadalupe	weeded, pulled back alfalfa to let wild flowers thrive	Yardmasters	3	0	1	4	2	0	8	0	2318.5
5/13/2020	Community Garden	weeded, added to compost, planted	Community Gardeners - over the course of the week	10	0	0	10	5	0	50	0	2368.5
5/14/2020	Underpass	weeded	Yardmasters	1	0	0	1	2	0	2	0	2370.5
5/14/2020	Gabion Gardens	weeded & pruned	Yardmasters	2	0	0	2	2	0	4	0	2374.5
5/19/2020	Suerte Along Guadalupe + Peace Entry	alfalfa battle and general weeding	Yardmasters	3	0	1	4	2	0	8	0	2382.5
5/19/2020	Gabion Gardens	Weeded and pruned	Yardmasters	3	0	0	3	2	0	6	0	2388.5
5/19/2020	Acequia Nina	weeding	Yardmasters	1	0	0	1	2	0	2	0	2390.5
5/19/2020	Community Garden	weeding fence line	Yardmasters	1	0	0	1	1	0	1	0	2391.5
5/16/2020	Underpass	weeding and trash pick up	Team Underpass	5	0	0	5	2	0	10	0	2401.5
5/21/2020	Underpass	weeding - esp. foxtails!	Yardmasters	3	0	0	3	2	0	6	0	2407.5
5/18/2020	Community Garden	watering and compost	Community Gardeners - over the course of the week	7	0	0	7	7	0	49	0	2456.5

5/26/2020	Community Garden, Pollinator Garden, and Suerte	weeded alfalfa, moved big elm "cookies" to pollinator garden, trash pick up	Yardmasters	2	0	1	3	2	0	6	0	2462.5
5/28/2020	Apache Plume	weeded beds from the acequia to just past the playground	Yardmasters	4	0	0	4	3	0	12	0	2474.5
5/29/2020	Community Garden	watered and compost	Community Gardeners - over the course of the week	7	0	0	7	7	0	49	0	2523.5
5/31/2020	Underpass	weeded and picked up trash	Team Underpass	5	2	0	7	2	4	14	4	2537.5
5/31/2020	Acequia Nina	weeded	Yardmasters	1	0	0	1	2	0	2	0	2539.5
6/2/2020	Apache Plume Beds	pruned and weeded	Yardmasters	4	0	0	4	2	0	8	0	2547.5
6/4/2020	Waffle Garden	planted	Team Waffle	1	2	1	4	2	4	8	4	2555.5
6/4/2020	Woods Rose by la choza	pruned, cleared paths, weeded	Yardmasters	3	0	0	3	2	0	6	0	2561.5
6/5/2020	Community Garden	Trash pick up and watering	Community Gardeners - over the course of the week	7	0	0	7	7	0	49	0	2610.5
6/9/2020	Rail Gardens and Steps near the parking lot	weeded	Yardmasters	1	0	1	2	2	0	4	0	2614.5
6/9/2020	Peace Entry	weeded	Yardmasters	3	0	0	3	2	0	6	0	2620.5
6/11/2020	Trumpet Vines & near Native Bee House	pruned trumpet vine suckers and removed a dead privet	Yardmasters	3	0	0	3	2	0	6	0	2626.5
6/12/2020	Community Garden	watered and compost	Community Gardeners - over the course of the week	7	0	0	7	1	0	7	0	2633.5
6/16/2020	Entry Ramada and Children's Play Area	pruned trumpet vine suckers and weeded cheat grass from around the Play Ground/ Yarrow	Yardmasters	4	0	0	4	2	0	8	0	2641.5
6/19/2020	Community Garden	watered and compost	Community Gardeners - over the course of the week	7	0	0	7	1	0	7	0	2648.5
6/23/2020	Entry Ramada	pruned trumpet vine suckers	Yardmasters	3	0	0	3	2	0	6	0	2654.5
6/23/2020	Nasella Embankment and Acequia Nina - also Entire Park	weeded nina and nasella embankment, Also did a trash sweep	Yardmasters	1	0	1	2	2	0	4	0	2658.5
6/25/2020	Nasella embankment and nina	weeded	Yardmasters	3	0	0	3	2	0	6	0	2664.5
6/25/2020	Arroyo	picked up huge trash pile	YM	0	0	2	2	1	0	2	0	2666.5
6/26/2020	Community Garden	watered and compost	Community Gardeners - over the course of the week	7	0	0	7	7	0	49	0	2715.5
6/30/2020	Pollinator Garden + Arroyo area	weeded and pruned and picked up trash	Yardmasters	3	0	0	3	2	0	6	0	2721.5



RAILSTE-01

MARAGON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 7770 Jefferson Street NE, Suite 101 Albuquerque, NM 87109	CONTACT NAME: Monique Aragon PHONE (A/C, No, Ext): (505) 262-9475 FAX (A/C, No): E-MAIL ADDRESS: monique.aragon@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURED Railyard Park Conservancy 805 Early Street 204 B Santa Fe, NM 87505	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2063322	1/18/2020	1/18/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe Attn: Barbara Boltrek Risk Management P.O. Box 909 Santa Fe, NM 87504-0909	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: RAILYARD PARK CONSERVANCY
DBA: RAILYARD PARK
CONSERVANCY

Business Location: 805 EARLY ST 204 B
SANTA FE, NM 87505

Owner: NON PROFIT

License Number: 223586

Issued Date: January 10, 2020

Expiration Date: December 31, 2020

CRS Number: 03201187003

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

RAILYARD PARK CONSERVANCY
805 EARLY ST 204 B
SANTA FE, NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



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

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

1 **FOR:** ORIGINAL CONTRACT ☒ or CONTRACT AMENDMENT ☐

2 Name of Contractor Railyard Park Conservancy

3 Complete information requested ☐ Plus GRT
☒ Inclusive of G

Original Contract Amount: \$100,000.00

Termination Date: June 30, 2021

☐ Approved by Council Date: _____

☒ or by City Manager Date: Pending

Contract is for: The Park Conservancy will implement specific programs for the Railyard Park. See Exhibit A for Details. RFP 17/49/P

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☒ or by City Manager Date: Pending

Amendment is for:

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

☒ Inclusive of G

Amount \$ 100,000.00 of original Contract# TBD Termination Date: 6/30/2021

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ \$100,000.00



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

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

RFP# 17/49/P Date: June 2, 2017

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 Procurement History: Third Year of four (4) year contract
example: (First year of 4 year contract)

Frank Dunaway
Frank Dunaway (Oct 21, 2020 19:18 MDT)

Purchasing Officer Review

Comments or Exceptions: N/A

7 Funding Source: 5150403 **BU/Line Item:** 52857.510340 572970

Alexis Lotero
Alexis Lotero (Oct 21, 2020 17:18 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: J Sam Burnett

Phone # 505-955-5933

10 Certificate of Insurance attached. (if original Contract) ☒

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Railyard Park Conservancy

Procurement Title: Railyard Parks Programs Administration

Solicitation RFP#: 17/49/P

Department Requesting/Staff Member: Public Works Dept, Facilities Division. J Sam Burnett, Property Manager

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees..

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment – How does Purchasing staff verify the contract has been approved to form by City Attorney?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

J Sam Burnett, Public Works Property Manager

Department Rep Printed Name and Title

Department Rep Signature attesting that all information included


Fran Dunaway (Oct 21, 2020 19:18 MDT)

Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR RFP FILE*

YES	N/A	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final RFP Document
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all RFP submittals
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reference Reviews/Reference Check Questionnaires
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Pricing evaluation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Final overall evaluation matrix or summary of evaluator scores
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

AWARD*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fully executed Memo to Committees from the Department with recommendation of award
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contract Award Notice
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Email or notification sent to all Proponent(s)/Offerors that award was made
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Waiver or "No Action Taken" from Procurement Office
<input type="checkbox"/>	<input checked="" type="checkbox"/>	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

DISCLOSURES*

YES N/A

Contractor Disclosures & Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
Contractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest Form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Procurement Office regarding the potential conflict
Subcontractor Disclosures		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Disclosures & Conflicts of Interest form of Subcontractor(s)
Subcontractor –Conflicts of Interest		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officer Letter or email to designated individual regarding potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conflict of Interest form signed by all parties
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter from Legal Office regarding the potential conflict
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

CONTRACT*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of Executed Contract
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of all documentation presented to the Committees
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Finalized Council Committee Minutes
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: _____

MISCELLANEOUS FILE*

YES N/A

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Local Preference Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	New Mexico Residence Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Veterans Exemption
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

PROTEST (If applicable)*

YES

N/A

☐☒

Documentation from protester filed with the Purchasing Office

☐☒

Letter from Department to Purchasing Office Providing response to protest

☐☒

Letter from Purchasing Officer to protester and Department on final outcome

☐☒

Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES

N/A

☒☐

Original proposal (s) with no redactions

J Sam Burnett, Public Works Property Manager

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

Signature:

Email: xivigil@santafenm.gov

Signature:

Email: yyvigil@santafenm.gov

Signature:

Email: jlapanhill@santafenm.gov

Signature: Xavier Vigil
Xavier Vigil (Nov 23, 2020 16:17 MST)

Email: xivigil@santafenm.gov

CM PWD RAILYARD CONSERVANCY

Final Audit Report


2020-11-24

Created:	2020-11-23
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAX-C_a01C6XnerZWwZ3GLCqcASdc4GNEt

"CM PWD RAILYARD CONSERVANCY" History

 Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)

2020-11-23 - 10:10:51 PM GMT- IP address: 63.232.20.2

 Document emailed to Xavier Vigil (xivigil@santafenm.gov) for signature


2020-11-23 - 10:14:17 PM GMT

 Email viewed by Xavier Vigil (xivigil@santafenm.gov)


2020-11-23 - 10:50:00 PM GMT- IP address: 104.47.64.254

 Document e-signed by Xavier Vigil (xivigil@santafenm.gov)

Signature Date: 2020-11-23 - 11:17:56 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Jarel LaPan Hill (jlapanhill@santafenm.gov) for signature


2020-11-23 - 11:18:02 PM GMT

 Email viewed by Jarel LaPan Hill (jlapanhill@santafenm.gov)

2020-11-24 - 3:21:18 PM GMT- IP address: 104.47.64.254

 Document e-signed by Jarel LaPan Hill (jlapanhill@santafenm.gov)


Signature Date: 2020-11-24 - 3:21:56 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature

2020-11-24 - 3:22:09 PM GMT

 Email viewed by Yolanda Vigil (yyvigil@santafenm.gov)

2020-11-24 - 4:42:54 PM GMT- IP address: 104.47.64.254

 Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

Signature Date: 2020-11-24 - 4:43:33 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2020-11-24 - 4:43:33 PM GMT