



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** September 19, 2023

**TO:** John Blair, City Manager

**VIA:** Emily Oster, Finance Department Director  
Kyra Ochoa, Community Health and Safety Director  
Paul Joye, Chief of Police *Paul Joye*  
Paul Joye (Sep 15, 2023 16:34 MDT)

**FROM:** Ben Valdez, Deputy Chief of Police *B. Valdez, DC*  
B. Valdez, DC (Sep 19, 2023 16:23 MDT)

### ITEM AND ISSUE:

Request for Approval of the 2023 Albuquerque International Balloon Fiesta Sponsorship Agreement. The event will be used to as a recruiting opportunity for the Police Department to showcase the great people and career opportunities we have. Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 505-955-5040.

### BACKGROUND AND SUMMARY:

The Santa Fe Police Department has requested to participate in the 2023 Albuquerque International Balloon Fiesta, which had over 828,800 guests that attended the event in 2022. There is also a significant media presence at the event that creates opportunities to expand the reach of our participation beyond those who attend in person.

The Recruiting Unit and Crime Prevention Unit will assign officers to a booth to promote a career of service with the Santa Fe Police Department both to folks that reside within our recruiting range and those that may be visiting New Mexico and would consider relocating here to pursue a career.

This would be the 3<sup>rd</sup> time SFPD has participated in this event, which has assisted with recruitment of police officer and civilian candidates from the Albuquerque Metropolitan area.

The agreement has been reviewed by the City Attorney's Office and signed by a member of their office.

The fee for the booth is \$3,900 is for 5 days of the event. The fee will need to be paid with a P-Card, which I can use my card to complete.

### FUNDING SOURCE:

**Fund Name/Number:** General Fund /Fund 100  
**Munis Org Name/Number:** Police Admin (GF)/1000310  
**Munis Object Name/Number:** Advertising /561850

### ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval of the sponsorship agreement.



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204345 Procurement # (RFP/ITB# If any):

Contractor: Albuquerque International Balloon Fiesta

Procurement Method: Small Purchase ☒ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: One display space measuring 30' frontage x 20' depth for the Santa Fe Police Department to setup a Recruiting Booth.

Contract: ☐ Agreement: ☒ Lease/Rent: ☐ Amendment: ☐

Term Start Date: 10/6/2023 Term End Date: 10/11/2023 Total Contract Amount: \$3,900.00

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB)

Contract / Lease:

1.b Amendment #:  to the Original Contract/Lease #

Increase/(Decrease) Amount \$:

Extend Expiration Date to:

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date:

Amendment is for:

### 2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

### 3. Procurement History:

Purchasing Officer Review:

Sep 25, 2023

Date:

Comment & Exceptions:

### 4. Funding Source: Advertising

Org / Object: 1000310/561850

Andy Hopkins  
Andy.Hopkins (Sep 21, 2023 11:50 MDT)

Sep 21, 2023

Budget Officer Approval:

Date:

Comment & Exceptions:

### 5. Grant History (if applicable):

Grants Administrator Approval:  Date:

Staff Contact who Completed This Form: AnnaMarie Bowen

Phone #: X5122

To be recorded by City Clerk:

Clerk #

Email:

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date

**Albuquerque International Balloon Fiesta®  
2023 Sponsorship Agreement**

**Article 1.0 PARTIES AND DURATION**

- 1.1 The parties to this Agreement are **Albuquerque International Balloon Fiesta, Inc. (AIBF)** and the **City of Santa Fe Police Department**. (Sponsor).
- 1.2 AIBF is incorporated in the State of New Mexico as a non-profit corporation having its principal office located at 4401 Alameda Boulevard NE, Albuquerque, New Mexico 87113.
- 1.3 The Sponsor is a government agency located in New Mexico having an office at 2515 Camino Entrada, Santa Fe, New Mexico.
- 1.4 This Agreement is effective immediately upon its authorized execution by both parties.
- 1.5 Sponsor's rights under this Agreement expire at 11:59 p.m. on the final day of BALLOON FIESTA® 2023, unless earlier terminated as provided in Article 6, or by mutual agreement of the parties in writing.

**Article 2.0 PURPOSE**

- 2.1 AIBF is in the business of organizing and operating the annual event known as the Albuquerque International Balloon Fiesta® (BALLOON FIESTA). The 2023 BALLOON FIESTA is presently planned for October 7-15, 2023.
- 2.2 In order to generate funds to pay the expenses of operating the BALLOON FIESTA, AIBF contracts with businesses to promote their goods or services at the BALLOON FIESTA.
- 2.3 The Sponsor desires to utilize the public relations opportunities offered by the BALLOON FIESTA to promote its goods/services.

**Article 3.0 SPONSORSHIP PACKAGE**

- 3.1 AIBF shall provide to Sponsor:
  - A. One display space measuring 30' frontage x 20' depth free and clear of debris located in a high visibility area on Main Street at Balloon Fiesta Park subject to these conditions:
    1. Sponsor will provide its own booth or tent and will arrive and set up no later than ***Friday, October 6, 2023*** before 5:00 pm and will break down their exhibit on ***Wednesday, October 11, 2023*** after 12:00 noon. Sponsor shall not be permitted to set up or break down its exhibit during any Balloon Fiesta session open to the public.
    2. One (1) 110-volt electrical outlet is included in the Sponsorship Fee. This outlet will provide twenty (20) amps of electrical power however it may not be located immediately adjacent to the display area. If Sponsor requires additional electrical service, arrangements, at an additional cost, must be made with AIBF no later than September 1, 2023. **Sponsor is responsible for providing its own "outdoor rated" extension cords.**
    3. AIBF will not provide propane, natural gas, telephone or water as part of this agreement. If Sponsor desires any utility service at their site, Sponsor must contact AIBF to determine whether those services might be available and enter into a separate agreement for those services.
    4. Sponsor agrees to comply with all policies, rules and regulations contained in the *Sponsor/Exhibitor Handbook* at <https://balloonfiesta.com/official-sponsors>.
    5. Operation of sound equipment, sound movies, bullhorns, televisions, radios, etc. shall not be permitted when AIBF, in its sole discretion, determines such operation is obnoxious



or encroaches upon the rights of others. **Equipment or displays causing excessive noise will not be permitted.**

6. The layout of Sponsor's exhibit shall comply with the diagram and/or photograph submitted to Balloon Fiesta and included in this Agreement.

7. Sponsor Product: Exhibitor shall utilize the space described for promotion of City of **Santa Fe Police Department**. Exhibitor shall not use the area for any other purpose unless such use is approved in advance by AIBF in writing. Sales will not be permitted in this area.

8. **All giveaways and promotions must be approved in writing by AIBF.** Giveaway products listed on the Albuquerque International Balloon Fiesta Prohibited List and which are in conflict with any AIBF Official Sponsor will not be allowed. A listing of AIBF sponsors is updated regularly on the AIBF website <https://balloonfiesta.com/official-sponsors>.

B. One (1) Concession Parking Pass valid for all sessions.

C. One (1) "F" General Parking Pass valid for all sessions.

D. Eight (8) Admission passes valid for all sessions.

*All parking, admission and ticketing provided under this Agreement will be subject to public health and other governmental orders. Admission to Balloon Fiesta Park and various hospitality venues might be limited by such orders so each ticket and pass may require prior online check-in for each session they are to be used.*

3.2 Sponsor will be included on Sponsor Page of AIBF with link to sponsor website. (Link to be provided by sponsor.)

3.3 Sponsor will be included on Sponsor Page of AIBF Official Event Program, if produced. (Contract must be signed by Sponsor no later than July 1<sup>st</sup> to be included in program.)

#### Article 4.0 CONSIDERATION

4.1 The Sponsor shall provide to AIBF a cash consideration of **\$3,900.00** in exchange for the goods and services provided under Article 3.0.

4.2 The amount set forth in paragraph 4.1 for the 2023 Sponsorship shall be due AIBF within thirty (30) days of the signing of this Agreement.

#### Article 5.0 PILOT RELEASE/INSURANCE

5.1 For entry into Balloon Fiesta AIBF shall require each and every balloon pilot to a.) execute an Entry Agreement, which will contain a release of claims that the entrant may have against Sponsor as a result of Sponsor's activities hereunder; and b.) provide evidence of a valid "balloon" liability insurance policy in the minimum amount of \$1,000,000.

#### Article 6.0 TERMINATION

6.1 AIBF may elect to terminate this Agreement at any time when it determines in its sole discretion that 1) reasons exist to cancel the BALLOON FIESTA or that 2) it determines that the Agreement is detrimental to the mission of AIBF.

6.2 If AIBF terminates this Agreement pursuant to Paragraph 6.1, AIBF shall apply any amount paid under Article 4.0 to the next BALLOON FIESTA or return such payment to Sponsor. Sponsor shall receive no other amount as consideration or damages.

- 6.3 AIBF may elect to terminate this Agreement if an amount due under Article 4.0 is not paid in full within 30 days after the due date.
- 6.4 If any flight or inflation is canceled due to safety or weather considerations, such cancellation shall not affect the responsibilities or obligations of the Sponsor and no refund will be due.

**Article 7.0 ASSIGNMENTS**

- 7.1 The rights and duties under this Agreement cannot be assigned, delegated or otherwise transferred or encumbered by Sponsor without prior written consent of AIBF. AIBF shall be under no duty to give such consent.
- 7.2 This Agreement is binding on any successor to the parties.

**Article 8.0 MISCELLANEOUS**

- 8.1 Sponsor hereby grants permission, without restriction, to AIBF and its assigns, to use photographs, motion pictures and sound recordings of Sponsor's equipment, logos, trademarks, employees and agents for news, advertising and commercial uses which promote the BALLOON FIESTA.
- 8.2 No failure to terminate this Agreement because of a violation of this Agreement by Sponsor will act to modify the terms and conditions of the Agreement, nor excuse failure of performance thereof.
- 8.3 This Agreement contains all the terms and conditions agreed on by the parties, and no other Agreements, negotiations, or sales talks, oral or written, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- 8.4 This Agreement is a New Mexico Agreement. It is to be governed by the laws of the State of New Mexico.

*Albuquerque International Balloon Fiesta  
Sponsorship Agreement  
Exhibitor  
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**APPROVED:**

**SPONSOR: City of Santa Fe  
Police Department**

**ALBUQUERQUE INTERNATIONAL  
BALLOON FIESTA, INC.**

\_\_\_\_\_  
Sam Parks, Executive Director

\_\_\_\_\_  
Print Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**City of Santa Fe ADDENDUM**

**This agreement incorporates the additional terms and conditions in the addendum between ALBUQUERQUE INTERNATIONAL BALOON FIESTA, INC. (AIBF) and the CITY OF SANTA FE POLICE DEPARTMENT ( SPONSOR).**

**NEW MEXICO TORT CLAIMS ACT**

Any liability incurred by SPONSOR in connection with this Agreement is subject to the immunities and limitations, if any, of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. SPONSOR and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive any applicable 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.

**Signature Lines required:**

City of Santa Fe:

*John Blair*  
John Blair (Sep 27, 2023 17:32 MDT)

John Blair, City Manager

Date: Sep 27, 2023

AIBF

\_\_\_\_\_  
Name & Title

Date: \_\_\_\_\_

Attest:

*Kristine Mihelcic*  
Kristine Bustos Mihelcic, City Clerk *XIV*

City Attorney's Office:

*Marcos Martinez*  
Marcos Martinez Sep 7 2023 09:42 MDT  
Senior Assistant City Attorney

Approved for Finances:

*Emily K. Oster*  
Emily K. Oster (Sep 26, 2023 17:58 MDT)  
Emily Oster, Finance Director

# 23-0581 Albuquerque International Balloon Fiesta

Final Audit Report

2023-09-28

Created:	2023-09-26
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAApDjuDItHgZW3SF6iKA_8Qla0JNduSQcj

## "23-0581 Albuquerque International Balloon Fiesta" History

 Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)

2023-09-26 - 10:55:26 PM GMT- IP address: 63.232.20.2

 Document emailed to ekoster@santafenm.gov for signature

2023-09-26 - 10:56:29 PM GMT

 Email viewed by ekoster@santafenm.gov

2023-09-26 - 11:53:40 PM GMT- IP address: 104.47.64.254

 Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster

2023-09-26 - 11:58:25 PM GMT- IP address: 63.232.20.2

 Document e-signed by Emily K. Oster (ekoster@santafenm.gov)


Signature Date: 2023-09-26 - 11:58:27 PM GMT - Time Source: server- IP address: 63.232.20.2

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2023-09-26 - 11:58:28 PM GMT

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2023-09-27 - 10:31:21 PM GMT- IP address: 166.137.163.69

 Signer jwblair@santafenm.gov entered name at signing as John Blair

2023-09-27 - 11:32:14 PM GMT- IP address: 63.232.20.2


 Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2023-09-27 - 11:32:16 PM GMT - Time Source: server- IP address: 63.232.20.2

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 Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

2023-09-28 - 6:51:38 AM GMT- IP address: 104.47.65.254

 Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-09-28 - 6:51:55 AM GMT - Time Source: server- IP address: 76.113.8.119

 Agreement completed.

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