

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **UNITED WAY of NORTH CENTRAL NEW MEXICO**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-125

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

- A. The Contractor shall manage the promotion, all advertisements including, social media of event: ART + SOL.
- B. Work will be in compliance with the application made to Santa Fe Occupancy Tax Advisory Board, attached as Exhibit 1.
- C. Contractor shall develop a concept and design a brochure for event. Including all project materials, printing and distributing of the brochure, obtaining best prices.
- D. Contractor may subcontract with a third party to manage the event. Fifty percent of the cost of this contract will be reimbursed to a maximum of \$4,000.
- E. Contractor shall provide periodic reports to the Governing Body, at least quarterly, listing the expenditures for those periods. Within ten days of receiving the reports, the Governing Body shall furnish copies of them to the advisory board. Funds provided to the Contractor shall be maintained in a separate account established for that purpose and shall not be commingled with any other money.

2. Standard of Performance: Licenses

- A. The Contractor does hereby accept its designation as a professional service, rendering services related to advertising services for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment upon completion of services for the event satisfactorily performed at for the total amount of Fifteen Thousand Dollars (\$15,000.00).

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed FIFTEEN THOUSAND DOLLARS (\$15,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. Notice of Extended Payment Provision For Grant Funded Contracts. This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **December 31, 2024** unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1- 150 through 152.

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination. otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. 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 6, "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

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce

funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties.

Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract 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 Contract to the contrary, the City may immediately terminate the Contract.

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

14. Amendment

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

B. If the City proposes an amendment to the Contract 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 Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract 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 contract.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, 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, section 38-3-2. By execution of this Contract, 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 Contract.

20. 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 Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, 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 a 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. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, 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 Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract 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.

23. Records and Financial Audit

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

24. Indemnification

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract 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 Contract 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.

28. Notices

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

To the City: TOURISM Santa Fe, Randy Randall, TSF Executive Director, 201 West Marcy Street,
Santa Fe NM 87501, rrandall@santafenm.gov

To the Contractor: Emma Scherer, Executive Director, 2340 Alamo Ave SE, Albuquerque, NM
87106, escherer@santafesymphony.org

29. Authority

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

30. Non-Collusion

In signing this Agreement, the Contractor certifies the 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's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

CONTRACTOR:

John Blair
John Blair (Feb 13, 2024 13:38 MST)
JOHN BLAIR, CITY MANAGER

Emma Scherer
Emma Scherer (Jan 23, 2024 10:56 MST)
EMMA SCHERER, EXEC. DIRECTOR

DATE: Feb 13, 2024

DATE:

CRS#: 01-898868007

Registration#: 230339

ATTEST:

Geralyn Cardenas
Geralyn Cardenas (Feb 14, 2024 11:39 MST)
GERALYN CARDENAS, INTERIM CITY CLERK
XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jan 23, 2024 17:29 MST)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Feb 13, 2024 12:31 MST)
EMILY OSTER, FINANCE DIRECTOR

Lodger's Tax/VSF Programs & Events/Grants & Services
2130523.510400 AH
AH



City of Santa Fe New Mexico

Memorandum



Date: January 24, 2024

To: John Blair, City Manager JB

Via: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Richard D. Brown, Community Development Director *Richard Brown*

From: Randy Randall, TSF Executive Director RR
Randy Randall (Jan 24, 2024 15:01 MST)

Subject: Occupancy Tax Advisory Board (OTAB) Funding Contract
United Way of North Central New Mexico, Art + Sol Festival

ITEM AND ISSUE:

Request for Approval of Professional Agreement in the Total Amount of \$15,000 for Arts + Sol Festival's Marketing Efforts Utilizing 2024 Occupancy Tax Advisory Board (OTAB) Funding Program; Contractor Name: United Way of Central NM Inc., Event Name: Art + Sol Festival 2024; Department Contact: Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209.

BACKGROUND AND SUMMARY:

The purpose of the OTAB funding program is to support the marketing efforts of third-party non-profit organizations in order to directly increase tourism through new, multi-year events. It can also fund non-profit efforts to increase the awareness of public relations worthy events that provide the potential for high visibility regional and national press exposure that does not, in and of themselves, created significant or immediate direct tourism expansion.

PROCUREMENT METHOD:

No procurement is required for the funding as we are not using funds to buy anything; we are simply granting funds to the applicants. The applicants were selected from an application process that was posted on TOURISM Santa Fe website and other social media sites.

CONTRACT NUMBER:

The FY24 Munis contract number is 3204517

FUNDING SOURCE:

VSF Program & Events/Grants & Services
2130523.510400

ACTION REQUESTED:

TOURISM Santa Fe respectfully requests your review and approval of United Way of North Central NM Agreement for Art +Sol Event 2024.



UNITWAY-13

BGRANADOS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2022

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 (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME:	
	PHONE (A/C, No, Ext): (505) 828-4000	FAX (A/C, No): (866) 487-3972
	E-MAIL ADDRESS: cathy.specian@hubinternational.com	
INSURED United Way of North Central New Mexico 2340 Alamo Ave SE Ste 100 and 200 Albuquerque, NM 87106	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great American Insurance Company - Canada	
	INSURER B: Great American Insurance Company	
	INSURER C: New Mexico Assurance Company	
	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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC053509909	8/26/2022	8/26/2023	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
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP053510008	8/26/2022	8/26/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB053510110	8/26/2022	8/26/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in N/A) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	96511106	8/26/2022	8/26/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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
PO Box 909
Santa Fe, NM 87504

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

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: United Way of Northern New Mexico

Procurement/contract Title: Occupancy Tax Advisory Board

Procurement Method/Vehicle: ☐ Sole Source ☐ State Price Agreement/Existing ☐

Cooperative ☐ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt: 13-1-98

☐ Small Purchase (Contract Under \$60,000) ☒ Other: OTAB Application for Grant Funding

Requesting Department: TOURISM Santa Fe

Staff Name: Shirley Spencer

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: OTAB Application – Exhibit 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Shirley Spencer

Department Point of Contact

Randy Randall

Randy Randall, Jan 24, 2024 15:01 MST

Department Director

Jordan Levato Montano

Chief Procurement Officer

ITT Representative

CoSF

Admin. mgr. 1/24/24

Title

Date

Date

Feb 7, 2024

Date

Title

Date

Version 3 12.1.2023

SPENCER, SHIRLEY J.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Tuesday, October 10, 2023 5:41 PM
To: SPENCER, SHIRLEY J.
Subject: RE: Determination - RFA's for Grant Support Contracts?

Hi, even though we are going to meet tomorrow, I will provide the determination so you can include this in the Munis records.

The scope of work as written would be Professional Services. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, and the Procurement Manual.

Please note:

- Include this email as a PDF in your Munis req. or contract.
- Please check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org). If this service appears on their approved list, the scope of work must be offered for their right of first refusal. In your req. or contract in Munis, include a screenshot showing the services are expluded or the declination email from Matt.
- If your request includes any IT components, send it to ereview@santafenm.gov to make sure ITT is aware of the procurement. Please provide their response to this office when you submit your procurement request for processing.
- Please ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed
<https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBplTTCIBFRQ3AT0otokLC4EbDtyp8BQkAGU8pAELcASgFEAMioBqAQQByAYRW1SYAEbRS2ONWpA>
- When processing this procurement, please ensure that this number (###/###/P) and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

Ennobil 1

United Way

ART+SOUL FESTIVAL

43

City of Santa Fe
Occupancy Tax Advisory Board (OTAB)

PROCEDURES & APPLICATION FOR OCCUPANCY TAX
FUNDING ASSISTANCE FOR SPECIAL EVENTS in 2024

1. To acquire Occupancy Tax Funding Assistance please complete the attached application. Funding is for 2024.
2. Our address is:
OTAB, c/o TOURISM Santa Fe
201 West Marcy Street
Santa Fe, New Mexico 87501
3. Our office hours are 8:00 a.m.-5:00 p.m., Monday through Friday, except holidays.
4. The purpose of the OTAB funding program is to support marketing efforts of third party non-profit organizational efforts to directly increase tourism through new, multi-year events or the expansion of existing multi-year events. It can also fund non-profit efforts to increase the awareness of Santa Fe as a desirable tourism destination by providing non-marketing funding to help build public relations worthy events that provide the potential for high visibility regional and national press exposure that does not, in and of themselves, create significant or immediate direct tourism expansion.
5. Below are the policies of the Occupancy Tax Funding Assistance application for your review. Please read them carefully BEFORE completing the Occupancy Tax Funding Assistance Application. Failure to comply with any of these requests may result in your application not being considered or denied. If you have any questions about the application, you may contact **Shirley Spencer** at **TOURISM Santa Fe, 505-955-6208** or at sjspencer@santafenm.gov.

Resolution 2012-70 sets forward the desires of the Governing Body with regard to OTAB grants and directs City staff to fund new, emerging or expanded events each year, for a maximum of three years. The criteria for such events shall include, at a minimum:

- The proposed event ideally shall take place in the shoulder season, outside of the high season months of May through October and holidays. Evaluation takes into consideration the proposed time of the event, days of the week, other events on the calendar and size of proposed event.
- Events during the busier months of the year can be considered, however they will not be given as strong a rating as a comparable event in a shoulder season timeframe. The key is to plan the event for when Santa Fe needs more visitors and not when visitors are already coming to Santa Fe and when lodging is at capacity.
- Funding and planning of the events shall be public/private partnerships that seek to attract tourists younger than 56 that are on message with Santa Fe's overall marketing of The City Different and its "Uncover Your Different" efforts, as demonstrated by TOURISM Santa Fe.
- The events shall exhibit potential to build regional or national excitement, recognition of happenings and brand assets that support creative and cultural tourism in Santa Fe, including but not limited to culture, art, history, food, natural beauty and outdoor activities. Ideally the event that is being proposed should be 4 months out to ensure significant planning time.
- All marketing must be designed to attract overnight stays in lodging facilities and must be targeted to markets more than 100-miles away.
- OTAB funds should not be used to supplement fundraising efforts or goals.

6. Activities shall be integrated with other local tourism related businesses and organizations and demonstrate sustainability beyond the funded period. The organization applying must have an IRS determined non-profit corporation status with a tax identification number or umbrella under a fiscal agent on file. If applicable, a letter from the fiscal agent under which the organization umbrellas must be submitted along with the application and the following qualifying documents:

- a. **Copy of current Business License**
- b. **New Mexico State Gross Receipts-Withholding Certificate (CRS-1)**
- c. **Copy of IRS determination letter acknowledging non-profit status**
- d. **Proof of Insurance as indicated on item number 13 of this application**

7. Please submit the Occupancy Tax Funding Assistance application, your current organization budget and event budget, along with eight (8) copies (mailed or delivered) to the attention of the OTAB. Administrator at the above stated address for review.

The application is to be completed and submitted, including all attachments, by Friday, September 30, 2023 at 5pm. An oral presentation may be required at a meeting of the grant review panel in October before final selections are made. Any applicants failing to submit their application by the scheduled date and time will be required to wait until the next funding cycle to submit a funding request. Grants are awarded annually unless funds are either not used by a grantee or all funds are not awarded at which time a process may reoccur at the discretion of the OTAB, which could include consideration of individual requests, or issue funds to a second tier of applicants.

Applications will be collected and reviewed during the applications cycle. If your application is deemed to meet the criteria with a minimum written evaluation of 30 points, you may be invited to attend an OTAB Grant Review Panel Meeting, to make a 20-minute presentation (maximum). The Grant Review Panel (conflict of interest free) will review the applications/ presentations and may ask questions and discuss the merits of the event with the applicants. Total interview time will not exceed 30 minutes. All OTAB meetings including the Grant Review Meeting are conducted in compliance with the New Mexico Open Meetings Act.

8. Applications will be scored and ranked for funding recommendations by the panel. If the panel consists of a majority of the OTAB members, it will finalize a decision at the meeting. If it does not have a majority, the recommendations will be forwarded to OTAB for a final vote at its next monthly meeting or at a special meeting called to review and approve the recommendations.

EVALUATION CRITERIA – WRITTEN – 65 POSSIBLE POINTS

- a. **Section 1 – Overall Proposal Concept – Maximum Points Possible: 20**
- b. **Section 2 – Marketing Plans – Maximum Points Possible: 20**
- c. **Section 3 – Partnerships - Maximum Points Possible: 5**
- d. **Section 4 - Financial Capability – Maximum Points Possible: 10**
- e. **Section 5 – Outcome and Follow through - Maximum Points Possible: 10**
- f. **Section 6 – Formatting – The evaluator may deduct up to 5 points**

EVALUATION CRITERIA – ORAL – 35 POSSIBLE POINTS

- g. **Concept & Creativity – Maximum Points Possible: 15**
- h. **Value & Impact - Maximum Points Possible: 15**
- i. **Comprehensive Approach and Readiness – Maximum Points Possible: 5**

Total Possible Points: 100 Points

SCORING

The proposal process can be a two-part: a written proposal then an oral presentation. Both parts of the process must be completed, if oral presentations are called, to be considered for funding. The written part is worth 65 points. Applicants scoring less than 40 points in the written evaluation and 70 points overall will not have an opportunity to be funded.

9. If the OTAB declines funding an application, the applicant may request that the OTAB Administrator place that item on a subsequent OTAB monthly meeting agenda for further clarification. The Chairman of OTAB approves all requested agenda items for the meeting.
10. If the applicant's request is approved by the OTAB, the OTAB Administrator will then draft a contract of services. This may require the applicant and the Administrator to work together. Due to the time needed for processing the contract, it is very important that the applicant cooperate with OTAB Administrator throughout this process.
11. After the City has approved the contract and the contract is fully executed, a purchase order will be created. The OTAB Administrator will require an invoice upon completion of services for the event. Only those costs incurred after the contract is fully executed may be invoiced for payment. The invoice must include expenditure detail with paid invoices if the grant is for marketing reimbursement.

A final report and presentation to OTAB is also required as a part of the grant commitment.

12. Once the Contract has been executed it shall not be altered, changed, or amended except by a written notice to OTAB by the applicant. The OTAB will then hear the request for amendment at its next scheduled meeting and either approve or deny acceptance. If accepted an amendment to the Contract will then be prepared and presented to the City Manager for final approval and signatures.
13. All advertisements and promotional materials for the event must state that **"partial funding was granted by the City of Santa Fe Occupancy Tax"** and have the Santa Fe Script logo and the Fly Santa Fe logo.
14. The intent of funding special events from Occupancy Tax proceeds is to bring overnight visitors into Santa Fe and thus increase tourism for the City of Santa Fe. Events must only use Occupancy Tax funds for advertising, promotion, or marketing that targets an audience outside of a 100-mile radius of the City of Santa Fe. Thus, increasing the likelihood that those people drawn to the event by the marketing efforts will spend at least one night at a lodging establishment in Santa Fe. The City of License for broadcast media must be outside of a 100-mile radius of the City of Santa Fe. If an event needs to attract a significant amount of Santa Fe residents, then funds from sources other than OTAB must be used for local media purchases. For example, your advertising budget is \$6,000. OTAB awards your organization \$2,500. You would spend the OTAB funding amount (\$2,500) on a media beyond a 100-mile radius of Santa Fe to attract overnight visitors and your remaining advertising budget (\$3,500) on local media

Grants can also be awarded to support high visibility public relations events or activities, which provides seed development funding in support of a sustainable annual event that significantly increase Santa Fe's position as a cultural travel destination through press. The use of this funding has more flexibility such as event development and production and will be evaluated based on benefit from value of earned media. The contract for services for this type of event will be specific in the use of the OTAB funds.

15. OTAB has instituted the following step-down process for funding. No more than 3 years of total funding will be considered. The amounts stated are examples using maximum values.

- a. Year one funding \$30,000 (maximum potential funding)
- b. Year two funding \$15,000 with matching of at least \$15,000 for marketing
- c. Year three funding \$7,500 with other funding of at least \$22,500 for marketing
- d. Year four, no additional funding
- e. **Second and third year funding requires a separate application process and is not guaranteed.**

* For the 2024 funding cycle, there is \$100,000 available.

- 16. The Contractor must maintain adequate liability insurance in at least the amount stated in the New Mexico Tort Claims Act (one million fifty thousand dollars **\$1,050,000**). A certificate of insurance must be provided by the Contractor's insurance carrier with the City of Santa Fe named as an additional insured. It is the sole responsibility of the Contractor to comply with the law.
- 17. Contractor agrees to defend, indemnify and hold harmless the City of Santa Fe, OTAB members, and TOURISM Santa Fe for all losses, damages, claims or judgment, execution, actions or demands whatsoever resulting from the Contractee's actions or inactions as a result of the event.
- 18. All reimbursement information must be categorized per City of Santa Fe Professional Service Agreement approved budget.
 - a. Original invoices must be submitted for payment processing. (Copies of invoices will not be accepted.) Invoices must be dated and marked paid by the event after the signed agreement date.
 - b. Vendor statements will not be accepted instead of original invoices.
 - c. Copy of cancelled checks (front & back) or signed credit card receipts must accompany invoices as proof of payment.
 - d. Copies/clippings of flyers, banners, advertisements (radio, TV, newspaper, magazine, etc.) must accompany each vendor-related invoice.
 - e. Progress payments will be accepted.

Note: **Keep in mind that your Professional Service Agreement with the City is a dated contract and invoices cannot be paid if received after your contract is expired.**

- 19. After the event, a post-event written report must be submitted to the OTAB within 90 days. Contractor will then be scheduled to make a ten-minute (10) verbal presentation at the next regularly scheduled meeting of OTAB. The report must include: 1) **a post-event explanation of expenditures and revenues with a complete event budget.** 2) **a descriptive breakdown of how the event directly produced tourism revenue, (e.g. number of attendees, participants, number of room nights used in local hotels/motels), and 3) an estimate of economic impact other than hotel room nights 4) plan for next year's event.**

Acknowledgement:

Please sign below acknowledging that you have read and fully understand the preceding document—
Procedures & Application for Occupancy Tax Funding Assistance for Special Events.



Applicant's Signature

9-29-23

Date

Executive Dir., Santa Fe Symphony

Title/Position

APPLICATION FOR OCCUPANCY TAX FUNDING ASSISTANCE

Date of Application: September 29, 2023

Applicant's Name & Title: Emma Scherer - SF Symphony & Chorus Executive Director, Amy Iwano - Performance Santa Fe Executive + Artistic Director, and Hilary Palanza, Founder and CEO, International Museum of Dance

Contact's Name (if different): Emma Scherer

Contact's Numbers: (Office) 505.552.3920

Contact's Email: info@artsolsantafe.org

Organization's Name: Art + Sol Santa Fe Winter Arts Festival with fiscal agent United Way of North Central New Mexico

Organization's Address: PO Box 9692, Santa Fe, NM 87504

Phone Numbers: (ES) 309-258-2096; (AI) 505-984-8759; (HP) 520-780-6672

Event Name: Art + Sol Santa Fe Winter Arts Festival

Check Box: New Event • Existing Event ☒ X

Amount, if any, previously funded by OTAB.:

Year	Amount
2023	\$30,000

Event Location Address:

Multiple performance venues around the city, Canyon Road galleries, museums, hotels, and schools

Federal Tax I.D. Number: United Way of North Central New Mexico 85-0277138

Tax Exempt: • • Yes No

City of Santa Fe Business License Number: 230339

Amount Requested: \$15,000

Mark One:

Tourism Related Event • ☒ X

High Impact Public Relations Event •

1. Write a brief synopsis (1/2 page) about the event including its purpose and goals. Estimating the economic impact to the city, for example, the number of people & hotel rooms it will sell; length of stay and where guests will be coming from. Be sure to detail how this event will bring visitors

between the ages of 35 and 57 to Santa Fe, support increased tourism in the off season and for the City of Santa Fe. For high visibility public relations events please describe its news worthiness and target media with PR plan.

The 2024 Art + Sol Festival marks the second year of this landmark winter event in Santa Fe, whose purpose is to shine a light on the vibrant year-round arts scene of the city and encourage tourism during an otherwise quiet season. By combining the efforts of more than a dozen arts organizations, businesses, and nonprofits, Art + Sol will stretch marketing dollars across many different organizations, enticing visitors to Santa Fe and new audiences to each organization. The Arts and Culture sector represents a \$2.5 billion dollar impact on New Mexico each year, with 2.6% of the state's GDP and 21,523 jobs. Each Art + Sol collaborating organization contributes to that economic impact. Most participating organizations already attract between 30-40% non-local audience members (tourists). We estimate that selling out each venue would result in approximately 4,500 tickets sold, with at least 25% to visitors from outside Santa Fe. In the 2023 Festival time period, occupancy was at ~72% (industry average during the same time frame was 60%). Art + Sol marketing and PR efforts will be targeted to adults and families in Arizona, Colorado, and Texas, as well as statewide across New Mexico to markets 100+ miles away.

- a. The collaborating organizations attract audience members that range from 18-80, with a diverse offering of rock, jazz, comedy, symphony, song, chamber music, dance, and visual arts – there is something for every age group. Organizations like Meow Wolf and CloudTop Comedy as well as dance performances have an average audience age of 20-45, with other organizations seeing increased attendance in the 35-57 age group.
- b. Santa Fe visitors are familiar with the Festival format: Santa Fe Opera, Chamber Music, Literary Festival have all taken advantage of this during the summer months. The Art + Sol Festival will capitalize on this during the city's quiet winter months, during a time when hotels and restaurants are not filled. We have partnered with local businesses and have received encouragement and support from hotels, restaurants, galleries, and other proprietors across Santa Fe. The Art + Sol Festival will benefit the arts, tourism, and related industries. The arts are good for business.

2. Is this event being held Mid-week or on a Weekend?
The Festival will occur beginning Friday of the first weekend, through the week, and through Monday after the following weekend.

What are your proposed dates? February 9-19, 2024

What other events are known to be taking place on those dates?

Most events occurring that week in Santa Fe are part of the Festival and its presenters. The Santa Fe Community Calendar is currently empty of major events during these dates.

Are those events in any way in conflict or are they in some way a compliment to your proposed event?

This is a festival of collaborative events among numerous organizations, businesses, and the Canyon Road Gallery Association.

Current tentative schedule of events and collaborators:

Schedule - as of 9/28/22

Friday, February 9, 5:30 PM - Art + Sol Welcome Reception (Bishop's Lodge)

Saturday, February 10, 10:30 AM - Chatter (CCA)

2:00 PM - Canyon Road Gallery Walk (Canyon Road)
 7:30 PM - Performance Santa Fe: Delfeayo Marsalis and the Uptown Jazz Orchestra's
 Mardi Gras (Lentic)
 Sunday, February 11, 3:00 PM - Santa Fe Pro Musica: Brentano Quartet (NM Museum of Art)
 Monday, February 12, 7:30 PM - Aspen Santa Fe Ballet (Lentic)
 Tuesday, February 13, 7:30 PM - Santa Fe Playhouse (SF Playhouse)
 Wednesday, February 14, 7:00 PM - Cloudtop Comedy Festival (venue TBA)
 Thursday, February 15, throughout the day - International Museum of Dance (CCA)
 Friday, February 16, 7:00 PM - Santa Fe Music Collective (SITE Santa Fe)
 Saturday, February 17, 1:00 PM - Education Showcase (NMSA)
 8:00 PM - Meow Wolf Late Night Radio (Meow Wolf)
 Sunday, February 18, 4:00 PM - Santa Fe Symphony (Lentic)
 Monday, February 19 - Family activity day (venue TBA)

Will the event use any City owned facilities such as the Community Convention Center? Currently we have no plans to use City-owned facilities. If so, have you verified availability of the space on your intended dates? n/a

3. Is this event being held "off-season or shoulder-season"? Yes, this is an off-season event.
4. Will you be partnering with another organization to put on this event? If YES, please provide the name, email and contact information for the other organization. Yes.

Planning partners:

Performance Santa Fe: Amy Iwano, iwano@performancesantafe.org
 Santa Fe Symphony Orchestra & Chorus: Emma Scherer:
escherer@santafesymphony.org
 International Museum of Dance: Hilary Palanza, hilary.palanza@museumdance.org

Performing partners:

Aspen Santa Fe Ballet: Jean-Philippe Malaty, jp@aspensantafeballet.org
 Chatter: David Felberg, bupkis@gmail.com
 CloudTop Comedy: Jessica Baxter, info@cloudtopcomedy.com
 Meow Wolf: Kate Daley: kdaley@meowwolf.com
 Santa Fe Music Collective: John Trentacosta, john.trentacosta@comcast.net
 Santa Fe Playhouse: Colin Hovde, colin@santafeplayhouse.org
 Santa Fe Pro Musica: Carol Redman, redman@sfpromusica.org
 Santa Fe Youth Symphony: Callie O'Buckley, callie@sfysa.org
 New Mexico School for the Arts: Carla Kountoupes, ckviolin@gmail.com

Individual dancers performing include: Jesus Munoz • La Emi • Sneha Chakradhar • MOLODI • Fernando Ramos • Dancing Earth • Soriba and Shelley Fofana • Laura Elaine Garrett • New Century Project • Drew Trujillo • 4kinship • IMOD CAMP Artists

Organizations participating in the Education Showcase include: NDI New Mexico • Santa Fe Youth Symphony Association • New Mexico School for the Arts • Moving Arts Española • Nacha Mendez Music Scholarship for New Mexican Girls of Color

Media Partners:

American General Media (KHFM): Alexis Corbin, alexis@khfm.org
 Santa Fe New Mexican: Henry Lopez, hlopez@sfnewmexican.com

Community Partners:

Bishop's Lodge: Angelica Palladino, angelica.palladino@aubergeresorts.com
Canyon Road Gallery Owners' Association: Pablo Perez, pablo@susaneddinsoerez.com
New Mexico Department of Cultural Affairs: Daniel Zillmann, daniel.zillmann@dca.nm.gov
City of Santa Fe, Erminia Tapia, emtapia@santafenm.gov
Santa Fe County, Lisa Katonak lkatonak@santafecountynm.gov

Invitations for sponsorship, advertising, special offers, and other participation will be made to members of the Lodgers' Association and Restaurant Association.

5. Have you or will you be applying for other grant funds such as the New Mexico Tourism Department annual grant program? If so, please provide any known details in writing (1/2 page)

The Art + Sol Festival submitted a proposal to the New Mexico Tourism Department, but funding was declined.

The Art + Sol Festival plans to submit a funding request to the Santa Fe County Lodgers' Tax Program.

6. Using a budget format, please include a section devoted to allocation of OTAB funding as to marketing purposes. For high visibility public relations events please describe in detail how and when you will be spending funds.

Please see the attached project budget, where OTAB funding allocation is indicated.

7. If this event has received OTAB funding in the past, please state, in detail, what changes and or additions have been made to the event or your organization's promotion of the event that have the potential of increasing the numbers of visitors to the city. Please use the actual figures of visitors and room-nights from your last final report as a baseline and make your projections for this application in relationship to that baseline. Please provide media event media coverage the event receives. The advisory board encourages collaborations and creative solutions to the attraction of new and repeat visitors to the City of Santa Fe and your event.

In the Festival's inaugural year, occupancy citywide was at ~72%, up 50% over the previous year. Downtown businesses, including restaurants, hotels, performance venues, galleries, and more reported activity during the period of the Festival (February 11-19, 2023). Regional advertising across the Southwest and in Dallas and Chicago (two major national markets) resulted in at least 25% performance attendance from outside the Santa Fe/Albuquerque region. Coverage locally in The New Mexican and on KHFM resulted in strong attendance at the Canyon Road Gallery Walk (SweetART Serenade), the Education Showcase, and, of course, our participating organizations' performances.

This year, Art + Sol has already received inquiries from tour groups, regional and national publications (like AAA Magazine), and out-of-state visitors planning their trips around the Festival. Art + Sol has expanded the number of performances offered, increased the number of participating artists, added Canyon Road offerings, and partnered once again with The New Mexican and AGM-Nevada for specialized coverage.

Art + Sol will increase its commitment to digital marketing in 2024 as the most cost-effective way to increase its reach beyond the immediate Santa Fe and Albuquerque areas. KHFM/AGM has doubled the value of its partnership commitment to the Festival.

Employing programming as a way to further way to expand appeal to audiences, the 2024 Festival will pair dancers and musicians with galleries and museums and offer a Family Activities Day on the final day of the festival when schools are closed for Presidents Day.

8. The applicant is required to list the name, title and phone number of any other organizations, including other City of Santa Fe funds, you have been granted or contracted to receive in addition to OTAB funds. Failure to disclose this information with your application may result in denial of funding.

City of Santa Fe Collaborative Impact grant - \$30,000, Erminia Tapia, Project Specialist,
emtapia@santafenm.gov, 505.955.6707

9. **Enclose your organization's budget, expenses and income statement for the last, current, and next year. In addition, include a separate event budget. If this is a first-time event specify your projections and justification for expenditures.**

Please see the attached budget.

10. List all paid and volunteer staff positions including total salaries and an organizational chart.

Amy Iwano, Emma Scherer, Hilary Palanza: Lead Organizers (volunteer)

Organizational chart is comprised only of the three lead volunteer positions at this time,

11. Provide a copy of your Marketing Plan that includes public relations along with any existing promotional literature. If this is a first-time event, please provide an example piece.

Please see the attached marketing plan.

12. Attach up to five items of any additional information that you believe will be useful in order for the committee to make a well-informed decision. Examples might include information on a similar event held in another city.

- artsolsantafe.org
- https://issuu.com/sfnewmexican/docs/art_sol_festival_guide_2023
- Santa Fe New Mexican Pasatiempo article, "Celebrating the season in between"
- 2023 Art + Sol Festival press release (final)
- Michigan Winter Festivals article Nov 2021

APPLICATION FOR OCCUPANCY TAX FUNDING ASSISTANCE

***Acknowledgement Certificate:**

State of New Mexico

County of Santa Fe

On this 29 day of September, 2023, I Emma Scherer certify that the information submitted for the Occupancy Tax Funding Assistance Application is true, exact and complete.

[Signature]
Acknowledger's Signature

Executive Dir. Santa Fe Symphony
Title/Position

Subscribed and sworn before me this 29 day of September, 2023

By: Emma Scherer

(Seal)



[Signature]
Notary Public

My commission expires: 12-05-2025

Note: This application will not be accepted without full acknowledgement.



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: 3204517 Procurement # (RFP/ITB# If any): N/A

Contractor: United Way of Northern Central New Mexico

Procurement Method/Vehicle: Small Purchase ☒ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Occupancy Tax Advisory Board (OTAB) Grant Application for Funding

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

Term Start Date: FY24 Term End Date: 12/31/2024 Total Contract Amount: 15,000

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

Contract / Lease:

1.b Amendment #: N/A 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)

This is the original Contact.

3. Procurement History: N/A due to Reimbursements

Jordan Lovato Montano

Feb 7, 2024

Purchasing Officer Review:

Date:

Comment & Exceptions: RFA processed - Applications received

4. Funding Source: Lodgers Tax/VSF Programs & Events

Andy Hopkins

Andy Hopkins (Feb 7, 2024 15:56 MST)

Org / Object: 2130523.510400

Feb 7, 2024

Budget Officer Approval:

Date:

Comment & Exceptions: _____

5. Grant History (if applicable):

Grants Administrator Approval: _____

Date: _____

Staff Contact who Completed This Form: Shirley Spencer

Phone #: 6208

To be recorded by City Clerk:

Email: sjspencer@santafenm.gov

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: UNITED WAY OF NORTH CENTRAL
NEW MEXICO

DBA: UNITED WAY OF NORTH
CENTRAL NEW MEXICO

Business Location: 2340 ALAMO AVE NE
ALBUQUERQUE, NM 87106

Owner: UNITED WAY OF NORTH CENTRAL NEW MEXICO

License Number: 230339

Issued Date: September 29, 2023

Expiration Date: September 29, 2024

Description: NON-PROFIT

CRS Number: 01898868007

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

UNITED WAY OF NORTH CENTRAL NEW MEXICO
2340 ALAMO AVE NE 200
ALBUQUERQUE, NM 87106

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24-0077 United Way of Northern New Mexico

Final Audit Report

2024-02-14

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Status:	Signed
Transaction ID:	CBJCHBCAABAAXD0Q7AT-V0fqd-Dy-6e7TAINPzSmnq8s

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2024-02-14 - 5:58:21 PM GMT- IP address: 63.232.20.2
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