



# City of Santa Fe New Mexico

## Memorandum



**Date:** January 30, 2024

**To:** John Blair, City Manager JB  
JB

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

**From:** Randy Randall, TSF Executive Director

**Subject:** Occupancy Tax Advisory Board (OTAB) Funding Contract  
Southwestern Assoc. for Indian Arts, Native American Fashion Week

---

### ITEM AND ISSUE:

Request for Approval of Professional Agreement in the Total Amount of \$20,000 for Native American Fashion Week Marketing Efforts Utilizing 2024 Occupancy Tax Advisory Board (OTAB) Funding Program; Contractor Name: Southwestern Association for Indian Arts, Inc. (SWAIA), Event Name: Native American Fashion Week 2024; Department Contact: Randy Randall, TSF Executive Director, [rrandall@santafenm.gov](mailto: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 3204519

### FUNDING SOURCE:

VSF Program & Events/Grants & Services  
2130523.510400

### ACTION REQUESTED:

TOURISM Santa Fe respectfully requests your review and approval of SWAIA, Native American Fashion Week 2024.

# CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Southwestern Association for Indian Arts, Inc (SWAIA)

Procurement/contract Title: OTAB Funding 2024

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: \_\_\_\_\_

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                                 |
|-------------------------------------|-------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

Written Determination (srvs)

RFP - Confidential info to be provided to GB by CPD Buyer

ITB (include bid tab)

Other: \_\_\_\_\_

Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid data page, and items to be purchased)

Horizon Declination or Screenshot of [horizonsofnewmexico.org/services.html](http://horizonsofnewmexico.org/services.html) (srvs)

Summary of Contract (only on contracts)

Current Santa Fe Business Registration (or Exemption if no tax)

Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)

Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)

Evaluation Committee Report (RFPs only)

Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email >20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)

| YES                                 | N/A                                 |
|-------------------------------------|-------------------------------------|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

Quote(s) (3 Valid & Current for Over 20k)

BAR

FIR

Certificate of Insurance (srvs)

Shirley Spencer

Department Point of Contact

Handy Bernal

Handy Bernal Feb 7, 2024 14:47 MST

Department Director

JosAnn Lovato Montano

Chief Procurement Officer

Admin Mgr

Title

1/30/2024

Date

2/7/24

Date

Feb 8, 2024

Date

ITT Representative

Title

Date

CoSF

Version 3 12.1.2023



# 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: 3204519

Procurement # (RFP/ITB# If any): n/a

Contractor: Southwestern Association for Indian Arts, Inc. (SWAIA)

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

Description/Title: OTAB Grand Funding

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

Term Start Date: FY24

Term End Date: 12/31/2024

Total Contract Amount: 20,000

☐ 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)

N/A - as this is a reimbursement.

### 3. Procurement History:

Jordan Lavate Montano

Feb 8, 2024

Purchasing Officer Review:

Date:

Comment & Exceptions: Applications processed

### 4. Funding Source: Lodger's Tax/VSF Program & Events/Grants & Services

Org / Object: 2130523.510400

Andy Hopkins

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



## 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](mailto: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 excluded or the declination email from Matt.
- If your request includes any IT components, send it to [ereview@santafenm.gov](mailto: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](https://intranet.santafenm.gov/finance_1) and documented procedures/laws/rules are followed <https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment//BQCwhgziBcwMYgK4DsDWszlQewE4BUBTADwBdoByCgSgBplTCIBFRQ3AT0otokLC4EbDtyp8BQkAGU8pAELcASgFEAMioBqAQOByAYRWISYAEbRS2ONWpA>
- 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  $\geq$  \$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.

- ✓ Federal
- ✓ State
  - ✓ Federal Passthrough
  - ✓ Capital Outlay
  - ✓ Other Appropriations
- ✓ Local/General Fund
- ✓ Other Restricted
  - ✓ Foundation
  - ✓ Donation

- Please review the pages linked below to determine whether any of the existing agreements or cooperative agreements are applicable to this request. You might be able to use an existing agreement to save time and money.
- <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
- <https://naspo.valuepoint.org/categories/>
- <https://www.omniapartners.com/publicsector/contracts>
- <https://www.buyboard.com/home.aspx>
- <https://www.h-gac.com/Home>
- <https://www.gsaelibrary.gsa.gov/>
- <https://www.sourcwell-mn.gov/contract-search>
- <https://eprocurement.ces.org/public/bluebook.html#>
- **##UPDATED##** Submit or send your request to the appropriate channel or email address:
- RFP requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
- ITB requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
- Determination requests to [purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)
- And all other requests to [purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda  
 Chief Procurement Officer  
 City of Santa Fe  
 200 Lincoln Avenue  
 Santa Fe, NM 87501  
 505-629-8351  
[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)

<https://santafenm.gov/finance-2/purchasing-1>

Vision without action is merely a dream.  
Action without vision passes the time.  
Vision with action can change the world. ~ Joel A. Barker

**From:** SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>  
**Sent:** Wednesday, September 27, 2023 3:32 PM  
**To:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>  
**Subject:** Determination - RFA's for Grant Support Contracts?  
**Importance:** High

Hi Travis,

TSF will have some contracts for funding support of local events. These events are selected through an application process (see attached) and then screened and voted via (OTAB) Occupancy Tax Advisory Board. We have struggled to determine procurement method in past years however, last year JoAnn Lovato said it must go through an RFA process – I am ready to do this if you determine this is what is needed. Just not sure how to do this as I have never done an RFA. I hope this does not include posting on the city website as the application process closes 9/30. YIKES!

I will be out of the office starting 9/30 – 10/10 so would like to make sure I do what is needed before my departure.

Thanks for your guidance.

Shirley Spencer  
Administrative Manager  
TOURISM Santa Fe  
505-955-6208

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 **Southwestern Association for Indian Arts, Inc.**, 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: Native American Fashion Week 2024
- B. Work will be in compliance with the application made to the City of Santa Fe Occupancy Tax Advisory Board ("OTAB"), 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 OTAB 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.

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed TWENTY THOUSAND DOLLARS (\$20,000). 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, Executive Director, 201 West Marcy Street  
Santa Fe, NM 87501, rrandall@santafenm.gov

To the Contractor: SWAIA, Jamie Schulze, Executive Director, jschulze@swaia.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:

John Blair  
John Blair (Feb 13, 2024 13:37 MST)  
JOHN BLAIR, CITY MANAGER

DATE: Feb 13, 2024

CONTRACTOR:  
Southwestern Association for Indian Arts, Inc.

Jamie Schulze  
Jamie Schulze (Jan 23, 2024 13:09 MST)  
JAMIE SCHULZE, EXECUTIVE DIRECTOR

DATE: \_\_\_\_\_

CRS#: 01-761880-00-1

Registration#: 224430

ATTEST:

  
Geralyn Cardenas (Feb 14, 2024 11:36 MST)  
GERALYN CARDENAS, INTERIM CITY CLERK  
XIV

CITY ATTORNEY'S OFFICE:

Patricia Feghali  
Patricia Feghali (Jan 23, 2024 17:30 MST)  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Feb 13, 2024 12:34 MST)  
EMILY OSTER, FINANCE DIRECTOR

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

Exhibit 1



## SANTA FE INDIAN MARKET

SOUTHWESTERN ASSOCIATION *for* INDIAN ARTS

### **Subject: Grant Proposal for Santa Fe Native American Fashion Week**

Dear OTAB Board Members,

I am writing to submit a grant proposal for the Santa Fe Native American Fashion Week, an event that aligns with the objectives outlined in your grant guidelines. Our proposal aims to create a culturally enriching and economically beneficial event that will take place during the shoulder season, outside the high season months of May through October and holidays. We believe that this event has the potential to promote Santa Fe's unique cultural heritage and boost tourism during periods when it is needed the most.

Santa Fe Native American Fashion Week is set to captivate a diverse audience, including those under 56 years old, through a dynamic blend of tradition, innovation, and cultural resonance. With a vibrant showcase of Indigenous designers and artists representing various tribes and nations, this event promises a unique and contemporary perspective on Native American fashion. It taps into the modern fashion sensibilities of younger generations, offering a fresh take on traditional elements and sustainable practices that resonate with eco-conscious consumers. The inclusion of runway shows, trunk shows, and exclusive galas ensures an immersive and engaging experience for fashion enthusiasts of all ages, making Santa Fe Native American Fashion Week an appealing and culturally enriching event for those under 56 who seek authenticity, diversity, and a connection to heritage within the realm of fashion.

#### **1. Event Description:**

- **Dates:** May 2nd through May 5th, 2024
- **Venue:** The Santa Fe Convention Center
- **Participants:** Our Indigenous Fashion Week will feature a diverse lineup of Indigenous designers and artists, representing various tribes and nations from across the United States and Canada.
- **Showcases:** The event will include runway shows, trunk shows, a press conference, an exclusive gala to meet the designers, and panel discussions.
- **Outreach:** We anticipate significant media coverage and attendance from fashion enthusiasts, influencers, and industry professionals, ensuring that your company's support will be highly visible.

#### **2. Rationale:**

Our proposed event falls within the shoulder season, strategically avoiding the peak tourist months. This approach ensures that we attract visitors when Santa Fe typically requires more

tourists to sustain its economy. By scheduling the event during this timeframe, we aim to maximize its impact on the local community and tourism industry.

**3. Public/Private Partnerships:**

We are committed to establishing public/private partnerships to fund and plan the event. These partnerships will align with Santa Fe's marketing efforts, particularly "Uncover Your Different" by TOURISM Santa Fe. We will actively seek funding and support from various stakeholders to make this event a success.

**4. Regional and National Recognition:**

Santa Fe Native American Fashion Week will showcase the rich cultural heritage of Santa Fe, including Native American traditions, art, history, cuisine, natural beauty, and outdoor activities. Our goal is to create an event that captures regional and national attention, driving creative and cultural tourism to Santa Fe.

**5. Planning Timeline:**

SWAIA is working meticulously, right now, to ensure its success and positive impact on the community.

**6. Marketing Strategy:**

Our marketing efforts will be designed to attract visitors from markets located more than 100 miles away. We will emphasize the unique cultural experiences Santa Fe offers and encourage overnight stays in local lodging facilities. Marketing materials will highlight the event's cultural significance and the opportunity to explore Santa Fe's diverse attractions.

**7. Funding Request:**

We are requesting \$30,000 in grant funding to support the planning and execution of the Santa Fe Native American Fashion Week. These funds will be used for event logistics, marketing campaigns, and community engagement initiatives. We assure you that OTAB funds will not be used to supplement our fundraising goals.

We appreciate your consideration of our grant proposal for the Santa Fe Native American Fashion Week. We firmly believe that this event aligns with the goals outlined in your grant guidelines and will contribute significantly to Santa Fe's economic and cultural vitality. We look forward to the opportunity to discuss this proposal further and provide any additional information you may require.

Thank you for your time and consideration.

Sincerely,

Jamie R Schulze  
Executive Director  
Southwestern Association for Indian Arts



# SOUTHWESTERN ASSOCIATION for INDIAN ARTS

## Simple Budget for Santa Fe Native American Fashion Week

| Income                         | Amount    |
|--------------------------------|-----------|
| Ticket Sales                   | \$100,000 |
| Sponsorships                   | \$60,000  |
| Vendor Fees                    | \$20,000  |
| Donations                      | \$5,000   |
| Other Income                   |           |
| Total Income                   | \$185,000 |
| Expenses                       | Amount    |
| Venue/Site                     | \$50,000  |
| Marketing and Promotion        | \$20,000  |
| Entertainment                  | \$20,000  |
| Staff and Labor                | \$20,000  |
| Decorations and Supplies       | \$10,000  |
| Catering and Refreshments      | \$28,000  |
| Transportation                 | \$10,000  |
| Technology and Equipment       | \$14,000  |
| Permits and Licensing          | \$5,000   |
| Miscellaneous Expenses         | \$8,000   |
| Total Expenses                 | \$185,000 |
| Net Income (Income - Expenses) | \$15,000  |

SPU?

3200 x 4 = 12,800

\$20,000 Marketing  
\$5,000 admin  
\$5,000 Facebook

Social media

600k + followers

NM magazine

Visitor Guide  
?





# SOUTHWESTERN ASSOCIATION *for* INDIAN ARTS

## Marketing Plan for 2024 SWAIA Native American Fashion Week

Objective: Increase online visibility, engage the target audience, and promote SWAIA Native American Fashion Week to maximize attendance and sponsorship opportunities.

### 1. Website Optimization:

- Ensure the event's website is user-friendly, mobile-responsive, and aesthetically pleasing.
- Display event details, participant information, and ticket purchasing options prominently.
- Implement SEO strategies to improve search engine rankings for relevant keywords.

### 2. Social Media Strategy:

- Create and maintain active profiles on major platforms (Facebook, Instagram, Twitter, TikTok, and LinkedIn).
- Share visually appealing content, including designer spotlights, behind-the-scenes glimpses, and teaser videos.
- Utilize relevant hashtags to increase discoverability and encourage user-generated content.

### 3. Influencer Partnerships:

- Collaborate with fashion influencers and Indigenous culture advocates to promote the event.
- Leverage their reach to create buzz and generate interest among their followers.

### 4. Email Marketing:

- Build an email list and send regular newsletters with event updates, exclusive offers, and designer interviews.
- Segment the email list to provide personalized content based on user preferences.

### 5. Content Creation:

- Develop high-quality blog posts, videos, and infographics related to Indigenous fashion, culture, and designers.
- Share this content on the event's website and social media platforms to establish authority and engage the audience.

### 6. Virtual Events and Livestreaming:

- Host live sessions featuring designer interviews, panel discussions, and behind-the-scenes glimpses.
- Encourage virtual attendees to engage, ask questions, and interact with the event in real-time.

7. User-Generated Content:

- Run contests or challenges encouraging attendees to share their experiences using event-specific hashtags.
- Showcase user-generated content on the event's social media platforms.

8. Data Analysis and Optimization:

- Regularly monitor digital marketing metrics, such as website traffic, social media engagement, and email open rates.
- Use insights to make data-driven decisions and refine the marketing strategy as needed.

9. Partner with Sponsors:

- Collaborate with sponsors to amplify the digital marketing efforts through co-branded content and promotions.

10. Post-Event Engagement:

- Continue engaging the audience post-event with content like highlight reels, designer interviews, and announcements for future events.

11. Measurement of Success:

- Track key performance indicators (KPIs) such as website traffic, social media engagement, ticket sales, and sponsorship inquiries.
- Regularly assess the digital marketing plan's effectiveness and adjust strategies to meet objectives.

By implementing this marketing plan, SWAIA Native American Fashion Week can effectively reach its target audience, generate excitement, and drive attendance while providing a platform for potential sponsors to engage with the event.



# SOUTHWESTERN ASSOCIATION *for* INDIAN ARTS

## Partnership Plan for Santa Fe Native American Fashion Week

Objective: Establish mutually beneficial partnerships with organizations, businesses, and individuals to enhance the success and impact of Santa Fe Native American Fashion Week.

### 1. Define Partnership Categories:

- Identify various partnership categories, such as title sponsors, presenting sponsors, supporting sponsors, media partners, and community partners, each offering different levels of involvement and benefits.

### 2. Identify Potential Partners:

- Create a list of potential partners, including local businesses, fashion brands, Indigenous organizations, cultural institutions, government agencies, and media outlets.

### 3. Tailored Pitch and Benefits:

- Craft personalized partnership proposals for each potential partner, highlighting how their involvement aligns with the event's mission and what unique benefits they will receive.

### 4. Sponsorship Packages:

- Develop comprehensive sponsorship packages with clear benefits, including logo placement, event exposure, exclusive access, and branding opportunities.

### 5. In-Kind Partnerships:

- Explore in-kind partnerships with businesses that can provide services or products for the event, reducing expenses and offering valuable support.

### 6. Collaborative Marketing:

- Collaborate with partners on joint marketing efforts, co-branded content, and cross-promotion to maximize visibility and reach.

### 7. Engage Indigenous/Native American Communities:

- Foster partnerships with Indigenous tribes and nations to ensure cultural authenticity, representation, and support for the event.

### 8. Sponsorship Activation:

- Develop creative ways for sponsors to engage with the event, such as hosting workshops, showcasing their products, or participating in panel discussions.

9. Customized Experiences:

- Create unique experiences for top-tier partners, such as exclusive access to designer meet-and-greets, VIP events, and cultural experiences.

10. Community Engagement:

- Encourage partners to actively participate in community outreach programs associated with Santa Fe Native American Fashion Week to strengthen community ties.

11. Evaluation and Measurement:

- Continuously monitor the success of each partnership, tracking key performance indicators (KPIs) like attendance, social media reach, and sponsor satisfaction.

12. Post-Event Recognition:

- Show appreciation to partners with post-event recognition, including thank-you letters, certificates, and event recap reports.

13. Long-Term Relationships:

- Seek opportunities for long-term partnerships by maintaining open communication, sharing event feedback, and discussing potential collaborations for future editions.

14. Feedback and Improvement:

- Collect feedback from partners to identify areas of improvement and make adjustments to the partnership plan for subsequent years.

15. Document Success Stories:

- Document and showcase success stories and case studies from past partnerships to attract new sponsors and partners.

Santa Fe Native American Fashion Week's partnership plan aims to create meaningful and sustainable collaborations that enhance the event's cultural significance, outreach, and overall success while providing valuable opportunities and benefits to partners.sors to engage with the event.

**STATE OF NEW MEXICO  
TAXATION AND REVENUE DEPARTMENT  
REGISTRATION CERTIFICATE**

|   |                                  |  |   |
|---|----------------------------------|--|---|
| Date Business Started in NM<br><b>03/01/71</b>      |                                  | Date ID Number issued<br><b>00/00/00</b> | IDENTIFICATION NUMBER<br><b>01-761880-00-0</b>  |
| Business Location<br><b>142 W PALACE STE #104</b>   |                                  |  | <b>FILING STATUS</b><br><input checked="" type="checkbox"/> <b>Monthly</b><br><br><input type="checkbox"/> <b>Quarterly Filing</b><br><br><div style="font-size: small;"> Jan - Mar<br/> Apr - June<br/> July - Sept<br/> Oct - Dec </div> <input type="checkbox"/> <b>Semiannual Filing</b><br><br><div style="font-size: small;"> Jan - June<br/> July - Dec </div> |
| City and State<br><b>SANTA FE</b>                   | Zip Code<br><b>NM 87501-0000</b> |  |   |
| Taxpayer Name<br><b>SOWSTRN ASSOC ON INDN AFFRS</b> |                                  |  |   |
| Firm Name<br><b>SOUTHWEST ASSOC INDIAN ARTS</b>     |                                  |  |   |
| Mailing Address<br><b>PO BOX 15353</b>              |                                  |  |   |
| City and State<br><b>SANTA FE</b>                   | Zip Code<br><b>NM 87506-0000</b> |  |   |

This Registration Certificate is issued pursuant to Section 7-1-12 NMSA 1978 for Gross Receipts, County Gross Receipts, Municipal Gross Receipts, Compensating and Withholding Taxes. This copy must be displayed conspicuously in the place of business. Any purchase of the registrant's business is subject to certain requirements under Section 7-1-61 NMSA 1978.

Audit and Compliance Division, Director

By

*Marilyn D. Hill*

Any inquiries concerning your Identification Number should be addressed to the Audit & Compliance Division, P.O. Box 630, Santa Fe, New Mexico 87504-0630.

taxp-33 2/93

**STATUS: ACTIVE**

**THIS CERTIFICATE IS NOT TRANSFERABLE**



Internal Revenue Service

Department of the Treasury

P. O. Box 2508  
Cincinnati, OH 45201

Date: June 29, 2000

**Person to Contact:**

Jeremy L. Vogelpohl 31-03888  
Customer Service Representative

**Toll Free Telephone Number:**

8:00 a.m. to 9:30 p.m. EST  
877-829-5500

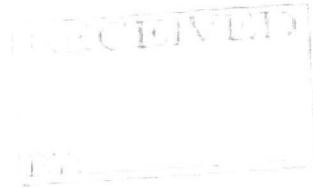
**Fax Number:**

513-263-3756

**Federal Identification Number:**

85-0212504

Southwestern Association for Indian Arts, Inc.  
P.O. Box 31066  
Santa Fe, NM 87594-1066



Dear Sir or Madam:

This letter is in response to your telephone request on June 29, 2000 for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in June 1971 granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Southwestern Association for Indian Arts, Inc.  
85-0212504

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of your organization's exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

A handwritten signature in cursive script, reading "John E. Ricketts".

John E. Ricketts, Director, TE/GE  
Customer Accounts Service

**APPLICATION FOR OCCUPANCY TAX FUNDING ASSISTANCE**

**\*Acknowledgement Certificate:**

State of New Mexico

County of Santa Fe

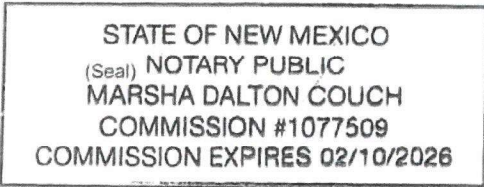
On this 1 day of Oct, 2023, I Jamie R. Schuler certify that the information submitted for the Occupancy Tax Funding Assistance Application is true, exact and complete.

J. Schuler  
Acknowledger's Signature

Executive Director  
Title/Position

Subscribed and sworn before me this 2nd day of October, 2023

By Jamie R. Schuler



Marsha Dalton Couch  
Notary Public  
My commission expires: 02/10/2026

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



## City of Santa Fe

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

## BUSINESS REGISTRATION

**Business Name:** SWAIA

**DBA:** SWAIA

**Business Location:** 121 SANDOVAL ST  
SANTA FE, NM 87501

**Owner:** JOEL MC HORSE

**License Number:** 224430

**Issued Date:** June 07, 2023

**Expiration Date:** June 07, 2024

**CRS Number:** 01-761880-00-0

**License Type:** Business License - Renewable

**Classification:** Business Registration - Standard

**Fees Paid:** \$35.00

SWAIA  
PO BOX 969 302  
SANTA FE, NM 87504

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**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/31/2023

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).

| <b>PRODUCER</b><br>Daniels Insurance, Inc.-Santa Fe<br>805 St. Michaels Drive<br><br>Santa Fe NM 87502       | <b>CONTACT NAME:</b> Michael Latting<br><b>PHONE (A/C, No, Ext):</b> (505) 982-4302 <b>FAX (A/C, No):</b> (505) 989-9186<br><b>E-MAIL ADDRESS:</b> rturnipseed@danielsinsuranceinc.com   |         |        |                                      |       |                                       |       |                                     |  |            |  |            |  |            |  |
|--|--|---------|--------|--------------------------------------|-------|---------------------------------------|-------|-------------------------------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Southwestern Association for Indian Arts, Inc.<br>PO Box 969<br><br>Santa Fe NM 87504-0969 | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER B: Vigilant Insurance Company</td><td>20397</td></tr><tr><td>INSURER C: Markel Corporation Group</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table> | INSURER | NAIC # | INSURER A: Federal Insurance Company | 20281 | INSURER B: Vigilant Insurance Company | 20397 | INSURER C: Markel Corporation Group |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER  | NAIC #   |         |        |                                      |       |                                       |       |                                     |  |            |  |            |  |            |  |
| INSURER A: Federal Insurance Company   | 20281  |         |        |                                      |       |                                       |       |                                     |  |            |  |            |  |            |  |
| INSURER B: Vigilant Insurance Company  | 20397  |         |        |                                      |       |                                       |       |                                     |  |            |  |            |  |            |  |
| INSURER C: Markel Corporation Group  |  |         |        |                                      |       |                                       |       |                                     |  |            |  |            |  |            |  |
| INSURER D:   |  |         |        |                                      |       |                                       |       |                                     |  |            |  |            |  |            |  |
| INSURER E:   |  |         |        |                                      |       |                                       |       |                                     |  |            |  |            |  |            |  |
| INSURER F:   |  |         |        |                                      |       |                                       |       |                                     |  |            |  |            |  |            |  |

## COVERAGES

RT CERTIFICATE NUMBER: Cert ID 35822

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 SUBR INSD WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
|---|---|--------------------|-----------------|-------------------------|-------------------------|--|---|--------------|---|--------------|------------------------------|------------|--------------------------------|--------------|-------------------|--------------|------------------------|----------|--------------------|--------------|
| B   | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER |                    | 3590-78-80WUC   | 03/28/2023              | 03/28/2024              | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>Included</td></tr><tr><td>Empl Benefits Liab</td><td>\$ 1,000,000</td></tr></table> | EACH OCCURRENCE   | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | MED EXP (Any one person)     | \$ 10,000  | PERSONAL & ADV INJURY          | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | Included | Empl Benefits Liab | \$ 1,000,000 |
| EACH OCCURRENCE   | \$ 1,000,000  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| DAMAGE TO RENTED PREMISES (Ea occurrence)                                       | \$ 1,000,000  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| MED EXP (Any one person)  | \$ 10,000   |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| PERSONAL & ADV INJURY   | \$ 1,000,000  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| GENERAL AGGREGATE   | \$ 2,000,000  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| PRODUCTS - COMP/OP AGG  | Included  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| Empl Benefits Liab  | \$ 1,000,000  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| A   | <input type="checkbox"/> AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY   |                    | (23) 7356-35-66 | 03/28/2023              | 03/28/2024              | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>   | COMBINED SINGLE LIMIT (Ea accident)   | \$ 1,000,000 | BODILY INJURY (Per person)                | \$           | BODILY INJURY (Per accident) | \$         | PROPERTY DAMAGE (Per accident) | \$           |                   | \$           |                        |          |                    |              |
| COMBINED SINGLE LIMIT (Ea accident)   | \$ 1,000,000  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| BODILY INJURY (Per person)  | \$  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| BODILY INJURY (Per accident)  | \$  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| PROPERTY DAMAGE (Per accident)  | \$  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
|   | \$  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| A   | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS  |                    | 7987-69-94      | 03/28/2023              | 03/28/2024              | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>  | EACH OCCURRENCE   | \$ 5,000,000 | AGGREGATE                                 | \$ 5,000,000 |                              | \$         |                                |              |                   |              |                        |          |                    |              |
| EACH OCCURRENCE   | \$ 5,000,000  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| AGGREGATE   | \$ 5,000,000  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
|   | \$  |                    |                 |                         |                         |  |   |              |   |              |                              |            |                                |              |                   |              |                        |          |                    |              |
| C   | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br><input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A                 |                    | AWC0009559-04   | 05/01/2023              | 05/01/2024              | <table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>   | <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   |                   |              |                        |          |                    |              |
| <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)  
General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. ...

City of Santa Fe is named additional insured.

## CERTIFICATE HOLDER

## CANCELLATION

|  |   |
|--|---|
| City of Santa Fe<br>Community Convention Center<br>201 W Marcy St<br><br>Santa Fe NM 87501 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br> |
|--|---|

© 1988-2015 ACORD CORPORATION. All rights reserved.



# 24-0078 Southwestern Association for Indian Arts, Inc. (SWAIA)

Final Audit Report


2024-02-14

|                 |  |
|-----------------|--|
| Created:        | 2024-02-14                                   |
| By:             | Xavier Vigil (xivigil@ci.santa-fe.nm.us)     |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAkQHgDTW_vpJhbYiZ9bgbJWX6P8AU9Bh8 |

## "24-0078 Southwestern Association for Indian Arts, Inc. (SWAIA)" History

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

2024-02-14 - 6:21:54 PM GMT- IP address: 63.232.20.2

 Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature

2024-02-14 - 6:22:55 PM GMT

 Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov)

2024-02-14 - 6:36:37 PM GMT- IP address: 104.47.64.254

 Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)

Signature Date: 2024-02-14 - 6:36:55 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-02-14 - 6:36:55 PM GMT