



City of Santa Fe New Mexico

Memorandum



Date: March 14, 2024

To: Mayor Alan Webber, Quality of Life, Finance, Governing Body

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

From: Randy Randall, TSF Executive Director JRR
Randy Randall (Mar 14, 2024 19:11 MDT)

Subject: Approval of Kiwanis Club Contract

ITEM AND ISSUE:

Request for Approval of License and Advertising Agreement with Kiwanis Club of Santa Fe, Inc. in the Total Amount of \$275,000 Over Five Year Term for the Use of City of Santa Fe's Trademarked Tourism-Related Logo(s) for the Purpose of Advertising Santa Fe; Department Contact: Randy Randall, TSF Executive Director, randall@santafenm.gov, 505-955-6209.

Committee Review:

Finance: 03/25/2024

Quality of Life: 04/03/2024

Governing Body: 04/10/2024

BACKGROUND AND SUMMARY:

The governing body approved a \$1,733,593 budget addition to the TOURISM Santa Fe FY24 budget on December 13, 2023, using a combination of excess lodger's tax budgeted and support from lodger's tax fund balances. This included an addition to advertising in the amount of \$125,000 to advertise on a Zozobra special shape balloon being created to celebrate the 100th burning of Zozobra on August 31, 2024. This advertising use was subject to development and governing body approval of the contract with Kiwanis that would avoid any liability on the part of the city in the ongoing flying of the balloon. The contract itself is an advertising contract for five years of advertising on the balloon in the amount of \$275,000 with \$125,000 being allocated in FY24, \$45,000 in FY25 and \$35,000 each in FY's 26, 27 and 28. It also provides for a first option on continued advertising in the same location after the expiration of this initial contract. Santa Fe will be displayed on the front of the balloon in a space that is 19.5 feet tall and 37 feet wide on the lower part of the balloon. To put this into perspective, the total balloon from the basket to the top of the upraised balloon is 130 feet. The actual image of the balloon is not available at this time as it will be released by a joint press conference by Mayor Weber and Mayor Keller of Albuquerque scheduled for May 20, 2024 at Balloon Fiesta Park in Albuquerque. The first public inflation of the balloon will occur on the morning of August 31 at Mager's Field in advance of the evening burning of Zozobra.

The planned schedule of appearances for the balloon is being finalized and will include a total of 8 events including the Albuquerque Balloon Festival and the Red Rock Balloon Rally in Gallup

with consideration being given to two balloon festivals in Texas, two in Colorado, two in Arizona and at least one in Southern California. The specific festival list will be finalized once Kiwanis has the pilot identified. These are our strongest regional markets, each with major festivals and large attendance bring maximum exposure for Santa Fe.

PROCUREMENT METHOD:

Exempt: NMSA 1978, Section 13-1-98-V

CONTRACT NUMBER:

Munis contract number is 3204600.

FUNDING SOURCE:

VSF/Advertising: 2130521.561850

ACTION REQUESTED:

TOURISM Santa Fe respectfully requests your review and approval of Kiwanis Club Contract.

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Kiwanis Club of Santa Fe Inc.

Procurement/contract Title: License & Advertising of Zozobra Air Balloon

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		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 checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<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 checked="" type="checkbox"/>	<input 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

Administrative Manager 3/14/2024
 Title Date

J. Randal
Randy Randal (Mar 14, 2024 19:11 MDT)
 Department Director

 Date
 Mar 19, 2024

JoAnn Lovato Montañio
 Chief Procurement Officer

 Date

 ITT Representative

 Title Date



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: 3204600 Procurement # (RFP/ITB# If any):

Contractor: Kiwanis Club of Santa Fe Inc.

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

Description/Title: License & Advertising of Zozobra Air Balloon

Contract: Agreement: Lease/Rent: Amendment:

Term Start Date: FY24 Term End Date: 6/30/2028 Total Contract Amount: 275,000

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)
 No History. This is the first contract for this service.

3. Procurement History: _____

Johanna Lovato Montano _____ Mar 19, 2024
 Purchasing Officer Review: _____ Date: _____
 Comment & Exceptions: Approved exemption on file

4. Funding Source: VSF/Advertising **Org / Object:** 2130521.561850

Andy Hopkins _____ Mar 19, 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
LICENSE AND ADVERTISING AGREEMENT**

This License and Advertising Agreement is made and entered into by the City of Santa Fe, New Mexico, hereinafter referred to as "Licensor," and **Kiwanis Club of Santa Fe, Inc., a New Mexico Non-Profit Organization**, hereinafter referred to as "Licensee" (collectively the "Parties") and is effective as set forth below.

THEREFORE, the Parties agree as follows:

1. GRANT OF RIGHTS

- A. Licensor hereby grants to Licensee the right and license to utilize the City of Santa Fe's trademarked tourism-related logo(s) (collectively: Logo) for the purpose of advertising on a special-shape Zozobra hot air balloon (Balloon) to increase public awareness of the City of Santa Fe's tourism destination Brand.
- B. Usage of the Logo pursuant to this Agreement is strictly limited to advertising on the Balloon in accordance with the creative design approved by Licensor.
- C. Any rights not expressly granted herein are reserved to Licensor.

2. WARRANTIES AND REPRESENTATIONS

- A. Licensor and Licensee each warrant that it has the right to enter into and fully perform this Agreement.
- B. Licensee warrants and represents that:
 - i. Logo will be displayed on the front and bottom of Balloon.
 - ii. Logo located on the front of Balloon will be at least thirty-five (35) feet wide and nineteen (19) feet tall.
 - iii. Beginning July 1, 2024, Balloon will be used to participate and perform at least one inflation that is visible to the public in a minimum of six (6) balloon rallies or festivals per fiscal year, one of which must be the Albuquerque International Balloon Fiesta. Licensor may request any writer, influencer, or media or governmental representative to fly as a passenger in Balloon at each event. Licensee must submit to Licensor, within thirty (30) days of the conclusion of each event, a written summary Proof of Performance (see Exhibit A). Licensee or its contractor may participate in balloon rallies or festival prior to July 1, 2024, if the Balloon is manufactured and available for flight.
 - iv. Balloon will be fully insured by Licensee or Licensee's contractor during the term of this Agreement to include liability insurance, as defined in Article 7 (INDEMNITY AND INSURANCE), for bodily injury or death, and the replacement or repair costs of the Balloon in the event of theft or damage. If such theft or damage occurs, and Licensee does not replace or repair the Balloon, the Licensor will be refunded the prorated amount paid at the time of theft or damage according to section 3 below. No more money will be paid by Licensor to

Licensee until Balloon is replaced or repaired and Licensee is able to fulfill its commitments.

- v. Balloon will not be used for any activity in violation of any federal, state, or local laws;
 - vi. Licensee will not assert trademark rights in the Logo, or elements or variants thereof. Furthermore, Licensee will not interfere with Licensor's rights in the Logo, including challenging Licensor's use, registration of, or application to register the Logo, alone or in combination with other words or designs, anywhere in the world. Licensee is further prohibited from attempting to register the Logo, or any confusing similar mark, whether or not registered by Licensor, alone or in combination with other words or designs, as a U.S. or foreign trademark, and from asserting trademark rights into such Logo through the Licensee's use.
 - vii. Licensee, or its contractor acting on behalf of Licensee, will provide all individuals who enter and/or ride in the Balloon with a form that they are required to sign before participation in any Balloon activities. The form will confirm that the passengers will: a) understand that the Balloon activities are dangerous and involve a risk of injury or death, or damage to personal property; b) assume full responsibility for all risks involved with their participation in Balloon activities; c) certify that they have no known physical or mental defects or conditions that prevent them from any participation in Balloon activities; d) certify that they are 18 years of age or older, or that they are the legal guardian(s) and/or parent(s) of minor passengers; e) agree to follow the instructions of the pilot in connections with the Balloon's activities; and f) agree to indemnify and defend Licensee and its contractor from any and all claims, rights, liabilities, demands, or causes of action known or unknown, suspected or unsuspected, arising out of the Balloon activities for any passengers, their heirs, successors, assigns, co-participants, rescuers, or others in connection with the Balloon activities, including those arising from the inherent risks of hot air ballooning activities, any negligence of Licensee and its contractor, or any dangerous activities of any properties upon which the Balloon activities take place.
 - viii. Licensee shall not alter Logo in any way without prior written consent from the Licensor's Director of Tourism or their appointee.
- C. Licensor warrants and represents that:
- i. Licensor has all rights and consents necessary to grant this license for the intended purpose hereunder.
 - ii. Licensor controls one hundred percent (100%) of the copyright and trademark rights of the Logo, including renewals.
 - iii. This Agreement does not and will not infringe upon the copyright or any other rights of any third party.
 - iv. Licensor does not hold ownership of or any title to the Balloon.

3. COMPENSATION FOR ADVERTISING

Licensor agrees to pay Licensee advertising and promotion fee in the amount of One Hundred Twenty Five Thousand dollars and zero cents (\$125,000.00) in **FY24**, Forty-Five Thousand dollars and zero cents (\$45,000.00) in **FY25**, Thirty-Five Thousand dollars and zero cents (\$35,000.00) in **FY26**, and Thirty-Five Thousand dollars and zero cents (\$35,000.00) in **FY27**, and Thirty-Five Thousand dollars and zero cents (\$35,000.00) in **FY28**, for a total compensation of Two Hundred and Seventy-Five Thousand dollars and zero cents (\$275,000.00) over five (5) years.

4. TERM

This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2028**, unless terminated pursuant to Article 5 (Termination). Licensor shall have the right of first refusal for any subsequent advertising on Balloon. The Parties agree that the price per year for a future License and Advertising Agreement for this same Balloon and Logo would be 1/3 (one third) of the average annual operating costs of the Balloon for the last three years of this Agreement.

5. TERMINATION

The Parties may only terminate this Agreement for cause, appropriations, or if a Party becomes unable to perform the services contracted for. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the governing body of the City of Santa Fe for the performance of this Agreement. If sufficient appropriations and authorization are not made by the governing body City of Santa Fe, this Agreement shall terminate upon written notice being given by the Licensor to Licensee. The Licensor's decision as to whether sufficient appropriations are available shall be reasonable and will be accepted by the Licensee as final. If this Agreement is terminated pursuant to this Article, the terminating Party shall provide the other Party written notice of termination at least thirty (30) days prior to the effective date of the termination.

6. TERMINATION MANAGEMENT

Immediately upon receipt by either the Licensor or Licensee of notice of termination of this Agreement, the Licensee shall take such action as the Licensor will direct for the protection, preservation, retention, or transfer of all property titled to the Licensor, including activities, related intellectual property of the Licensor, and records generated under this Agreement.

7. INDEMNITY AND INSURANCE

- A. The Licensee or its contractor shall indemnify and defend the Licensor, the City of Santa Fe, and its employees from all actions, proceedings, claims, demands, costs, damages, attorney's fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by negligent act or failure to act of Licensee, its officers, employees, contractors, subcontractors or agents, during the time when Licensee, its officer, agent, employee, contractor, or subcontractor thereof has or is using the Logo pursuant to this Agreement. Neither Party shall be liable for any damages beyond its control including, but not limited to

Acts of God, or any other cause beyond the reasonable control of the Party whose performance is affected.

- B. The Licensee or its contractor shall maintain for the duration of the Agreement hot air balloon insurance with limits of no less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, death, and property damage liability combined. The policy shall include coverage for all liabilities related to the Balloon, and the operation and flight of the Balloon. The insurance shall apply separately to each insured against whom the claim is made, or suit is brought, subject to the Licensee's limit of liability. The policy must include the City of Santa Fe, its officers, agents, and employees as additional insureds, but only insofar as the operations under this Agreement are concerned.

8. QUALITY CONTROL

Licensor shall have the right, at all reasonable times, to inspect the Balloon and any associated promotional activities employing the Logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and Licensor may terminate the License should it determine that the use is inconsistent with this Agreement.

9. ENFORCEMENT OF AGREEMENT

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

10. STATUS OF LICENSEE

Licensee, its agents, and employees are independent contractors performing services for the Licensor and are not employees of the City of Santa Fe.

11. APPLICABLE LAW

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

12. ENTIRE AGREEMENT

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

13. AMENDMENT

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

14. NOTICES

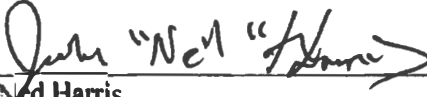
Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic or U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To Licensee:
Kiwaniis Club of Santa Fe, Inc
PO BOX 622
Santa Fe, NM 87504
BurnHim@BurnZozobra.com

To Licensor:
City of Santa Fe
201 W Marcy Street
Santa Fe, NM 87501
rrandall@santafenm.gov

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signatures below.

By: 
Ned Harris
President, Kiwanis Club of Santa Fe, Inc.
Balloon Owner and Licensee

Date: MAR 14, 2024

By: 
Alan Webber (Apr 11, 2024 21:14 MDT)
Alan Webber
Mayor, City of Santa Fe, New Mexico
Licensor


Date: Apr 11, 2024

Approved for legal sufficiency:

By: 
Patricia Feghali (Mar 13, 2024 12:42 MDT)
Patricia Feghali
Assistant City Attorney, City of Santa Fe, New Mexico

Date: Mar 13, 2024

Attest:

By: 
GERALYN CARDENAS (Apr 12, 2024 09:06 MDT)
Geralyn Cardenas, Interim City Clerk, City of Santa Fe, New Mexico
GB MTG 04/10/24

Date: Apr 12, 2024

By: 
Emily Oster, Finance Director, City of Santa Fe, New Mexico

Date: Mar 19, 2024

Exhibit A

KIWANIS CLUB OF SANTA FE, INC.

ZOZOBRA BALLOON: PROOF OF PERFORMANCE

Event Name:

Event date(s):

Approximate attendance:

Number of inflations visible to the public that were not flights during event dates:

Number of flights during event dates:

Number of media flown (if applicable):

Links and/or examples of earned or social media for balloon flight at event:







Zozobra-City Balloon Agreement 2024-03-13-Final CAO

Final Audit Report

2024-03-13

Created	2024-03-13
By	Amy Cawthon (amcawthon@santafenm.gov)
Status	Signed
Transaction ID	CBJCHBCAABAALKQPNI0oNzPP0qjOqvAkh6dCUfn7oqnm

"Zozobra-City Balloon Agreement 2024-03-13-Final CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-03-13 - 5:57:28 PM GMT
-  Document emailed to pfeighali@santafenm.gov for signature
2024-03-13 - 5:58:01 PM GMT
-  Email viewed by pfeighali@santafenm.gov
2024-03-13 - 6:41:45 PM GMT
-  Signer pfeighali@santafenm.gov entered name at signing as Patricia Feghali
2024-03-13 - 6:42:12 PM GMT
-  Document e-signed by Patricia Feghali (pfeighali@santafenm.gov)
Signature Date: 2024-03-13 - 6:42:14 PM GMT - Time Source: server
-  Agreement completed.
2024-03-13 - 6:42:14 PM GMT



Determination =

Exempt -

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [SPENCER, SHIRLEY J.](#)
Cc: [RANDALL, RANDY](#)
Subject: RE: Advertising Contract with Kiwanis
Date: Thursday, March 14, 2024 9:38:45 AM

Hi Shirley,

Great! Yes, this determination is sufficient. Exempt procurement packets with contracts require all the standard documents.

Memo
Contract summary
City of SF Business Registration
Certificate of Insurance
The exemption determination below in PDF

Thank you.

Regards,

Travis
Dutton-Leyda
Chief
Procurement Officer
City of
Santa Fe
200
Lincoln Avenue
Santa Fe,
NM 87501
505-629-8351
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

-----Original Message-----

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Thursday, March 14, 2024 9:19 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: RE: Advertising Contract with Kiwanis
Importance: High

Hi Travis,

I will be helping Randy get this contact to committees and understand it is important to get this going ASAP.

To clarify will the below suffice as the exemption approval? And does a determination and other procurement documents: Contract Checklist and Summary of Contracts be required for this type of agreement.

Thanks for your guidance.

Shirley

-----Original Message-----

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, March 14, 2024 7:49 AM
To: RANDALL, RANDY <rrandall@santafenm.gov>
Cc: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Subject: Re: Advertising Contract with Kiwanis

> Randy, the contract appears to be strictly for advertising on a hot air balloon. Advertising is exempt from procurement, NMSA 1978, Section 13-1-98 V. Please let me know if you have any questions.



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

BUSINESS REGISTRATION

Business Name: KIWANIS CLUB OF SANTA FE
DBA: KIWANIS CLUB OF SANTA FE

Business Location: PO BOX 622
SANTA FE, NM 87504

CRS Number: 03226802005

Owner: KIWANIS CLUB OF SANTA FE

License Number: 225300

License Type: Business License - Renewable

Issued Date: May 02, 2023

Classification: Business Registration - Standard

Expiration Date: May 02, 2024

Fees Paid: \$35.00

KIWANIS CLUB OF SANTA FE
PO BOX 622
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 TRANSFERRABLE TO
OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2024

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 Hylant - Indianapolis 10401 North Meridian St, Ste 200 Indianapolis IN 46290	CONTACT NAME: Lisa Christenson
	PHONE (A/C, No, Ext): 317-817-5172 FAX (A/C, No): 317-817-5151
	E-MAIL ADDRESS: kiwaniscert@hylant.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Lexington Insurance Company 19437
INSURED Kiwanis International, All Clubs and Their Members 3636 Woodview Trace Indianapolis IN 46268	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 1301673444 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 <input checked="" type="checkbox"/> Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		013136005	11/1/2023	11/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Liquor Liability \$1,000,000
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			013136005	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Self-Insured Retention			013136005	11/1/2023	11/1/2024	All Claims \$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder and others as defined in the written agreement are additional insured subject to the terms, conditions, and exclusions on the policy with respect to the General Liability only regarding the following Kiwanis event (setup, take down & rain date(s) during the policy term are included).
March 14th thru End of policy term October 31st, 2024
Kiwanis Club of Santa Fe K00479

CITY OF SANTA FE 200 LINCOLN AVENUE SANTA FE NM 87501	CANCELLATION 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 <i>Judy K. Wilson</i>

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GB -Kiwanis - Balloon contract Packet

Final Audit Report

2024-03-15

Created:	2024-03-14
By:	Shirley Spencer (sjspencer@santafenm.gov)
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Log # (Finance use only):	
Journal # (Finance use only):	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME				DATE	
Tourism Santa Fe/Convention Center				11/3/2023	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES Page 1				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>
Salaries	5206600	500100		41,654	
FICA	5206600	503100		3,187	
Retirement	5206600	503150		9,388	
Employee Med and Life	5206600	503200		11,780	
Retire Health Care	5206600	503250		833	
Workers Comp	5206600	503350		416	
Dental	5206600	503400		408	
CCC - Service Contracts	5206600	510310		21,427	
CCC- Advertising	5206600	561850		877,000	
VSF - Advertising	2130521	561850		125,000	
VSF - Other Consulting	2130521	510340		42,500	
REVENUES				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 1,133,593	\$ -

See attached memo

<i>(Complete section below if BAR results in a net change to ANY Fund)</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
213	(167,500)
520	(966,093)
TOTAL:	(1,133,593)

Shirley Spencer <small>Prepared By (print name)</small>	11/3/2023 <small>Date</small>	<i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i>	Andy Hopkins <small>Andy Hopkins (Nov 13, 2023 16:21 MST)</small> <small>Budget Officer</small>
Randy Randal <small>Randy Randal (Nov 13, 2023 15:12 EST)</small> <small>Division Director Signature (optional)</small>		CITY COUNCIL APPROVAL	Emily K. Oster <small>Emily K. Oster (Nov 27, 2023 14:28 MST)</small> <small>Finance Committee (FC/ARR)</small>
Richard Brown <small>Department Director Signature</small>		City Council Approval Date: <input type="text"/>	Date: Nov 27, 2023
		Agenda Item #: <input type="text"/>	City Manager (≤ \$60,000) <input type="text"/>



AGENDA

REGULAR MEETING OF
THE GOVERNING BODY
DECEMBER 13, 2023 5:00 PM
COUNCIL CHAMBERS, CITY
HALL
200 LINCOLN AVENUE

PROCEDURES FOR GOVERNING BODY MEETING

Viewing: Members of the public may view the meeting through the Government Channel on Comcast Channel 28 and Comcast HD928 or may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this and all past meetings of the Governing Body will also remain available for viewing at any time on the City's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded Governing Body meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Radio Broadcast: The meeting can be heard on radio station KSFR 101.1.

Written Public Comment: Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at <https://santafe.primegov.com/public/portal> until 5 p.m. the day before the meeting.

Live Public Comment: Members of the public may provide public comment in person during *Petitions from the Floor*, *Public Comment*, *Final Action on Legislation*, or *Public Hearings*.

the Total Amount of \$83,749 from the NM Department of Transportation Fund to the Police Overtime Fund for Projects: End Driving While Impaired (ENDWI); Buckle Up (BKLUP)/ Click It or Ticket (CIOT); Selective Traffic Enforcement Program (STEP)/ Summer Enforcement Period. (Captain Thomas Grundler, tjgrundler@santafenm.gov)

Committee Review:

Finance Committee: 12/04/2023

Quality of Life Committee: 12/06/2023

Governing Body Committee: 12/13/2023

- j. Request for Approval of Amendment No. 2 to Service Contract Item #22-0062 with Mittera for Printing Services for FY24 in the Amount of \$16,000 for a New Total Amount of \$422,827.47. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov)

Committee Review:

Finance Committee: 12/04/2023

Quality of Life Committee: 12/06/2023

Governing Body: 12/13/2023

- k. Request for Approval of a Budget Adjustment Resolution (BAR) for TOURISM Santa Fe in the Total Amount of \$1,733,593 to Allocate FY23 Lodgers Tax Revenue Earned Over Budgeted Estimates to Increase Budget for Salaries, Benefits, Service Contracts, Advertising and Consulting for \$1,133,593 and to Increase Budget for Building/Structure and Furniture/Fixtures for \$600,000. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov)

Committee Review:

Finance Committee: 12/04/2023

Quality of Life Committee: 12/06/2023

Governing Body : 12/13/2023

- l. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of \$67,666 to Create Two (2) New Positions, Convention Specialist and Conference Service Manager for TOURISM Santa Fe. (Randy Randall, TSF Executive Director: rrandall@santafenm.gov)

**SUMMARY OF ACTION
REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, DECEMBER 13, 2023, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO**

1.	Call To Order	Convened at 5:04 pm	3
2.	Pledge of Allegiance	Councilor Lindell	3
3.	Salute to the NM Flag	Councilor Romero-Wirth	3
4.	Invocation and Remembrances	Councilor Lee Garcia	3
5.	Roll Call	Quorum	3-4
6.	Approval of Agenda	Approved	4
7.	Approval of Consent Agenda	Approved	4
8.	Presentations		
	a. Fire Chief	Presented	4
	b. Municipal Court	Presented	4
	c. Compensation Study	Presented	4
17.	Petitions From The Floor	Heard	5-6
8.	b. Audit Update	Presented	6
9.	Action Items: Consent Agenda	Approved	6-13
10.	Action Items: Discussion Agenda		
	A. Intergovernmental Agreement	Approved	13
19.	Final Action on Legislation		
	a. Bill No. 2023-24	Approved	14
20.	Public Hearings		
	a. Bill No. 2023-17	Approved	14-15
	b. Resolution 2023-_____	Approved	15

**REGULAR MEETING OF THE GOVERNING BODY
WEDNESDAY, DECEMBER 13, 2023, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO**

I. CALL TO ORDER

The regular meeting of the Governing Body was called to order by Mayor Webber at 5:05 pm, on Wednesday, December 13, 2023, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Lindell.

3. SALUTE TO THE NEW MEXICO FLAG

The salute to the New Mexico Flag was led by Councilor Romero-Wirth.

4. INVOCATION AND REMEMBRANCES

The invocation was given by Councilor Lee Garcia.

A moment of silence was given.

5. ROLL CALL

MEMBERS PRESENT

Mayor Alan Webber
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Amanda Chavez
Councilor Lee Garcia
Councilor Michael Garcia
Councilor Christopher Rivera
Councilor Carol Romero-Wirth
Councilor Renee Villarreal

MEMBERS EXCUSED

OTHERS PARTICIPANTS ATTENDING

John Blair, City Manager
Erin McSherry, City Attorney

- J. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO SERVICE CONTRACT ITEM #22-0062 WITH MITTERA FOR PRINTING SERVICES FOR FY24 IN THE AMOUNT OF \$16,000 FOR A NEW TOTAL AMOUNT OF \$422,827.47.**

Approved on consent.

- K. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT RESOLUTION (BAR) FOR TOURISM SANTA FE IN THE TOTAL AMOUNT OF \$1,733,593 TO ALLOCATE FY23 LODGERS TAX REVENUE EARNED OVER BUDGETED ESTIMATES TO INCREASE BUDGET FOR SALARIES, BENEFITS, SERVICE CONTRACTS, ADVERTISING AND CONSULTING FOR \$1,133,593 AND TO INCREASE BUDGET FOR BUILDING/STRUCTURE AND FURNITURE/FIXTURES FOR \$600,000.**

MOTION A motion was made by Councilor Romero-Wirth, seconded by Councilor Lindell, to approve the request for a Budget Adjustment Resolution for Tourism Santa Fe in the total amount of \$1,733,593.

VOTE The motion passed on a roll call vote as follows:

Councilor Cassutt, yes; Councilor Chavez, yes; Councilor Lindell, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Councilor Rivera, yes; Councilor Romero-Wirth, yes; Councilor Villarreal, yes; Mayor Webber, yes.

- L. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT RESOLUTION (BAR) IN THE AMOUNT OF \$67,666 TO CREATE TWO (2) NEW POSITIONS, CONVENTION SPECIALIST AND CONFERENCE SERVICE MANAGER FOR TOURISM SANTA FE.**

Approved on consent.

- M. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICE AGREEMENT ITEM #23-0483 WITH VLADMIR JONES - PRACO IN THE TOTAL AMOUNT OF \$877,000 FOR ADVERTISING AGENCY OF RECORD FOR FISCAL YEAR 24 FOR TOURISM SANTA FE.**

Approved on consent.

- N. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE AFFORDABLE HOUSING TRUST FUND SERVICE AGREEMENT ITEM #22-0298 WITH BELLA LUZ APARTMENTS 2022, LLLP IN THE TOTAL**

ASSOCIATION, D-101-CV-2022-01288.

MOTION A motion was made by Councilor Rivera, seconded by Councilor Romero-Wirth, to in accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-2 subparts (H)(6) and (7), enter into Executive Session.

VOTE The motion passed on a roll call vote as follows:

Councilor Cassutt, yes; Councilor Chavez, yes; Councilor Lindell, yes; Councilor Michael Garcia, yes; Councilor Rivera, yes; Councilor Romero-Wirth, yes; Councilor Villarreal, yes; Mayor Webber, yes.

The Governing Body entered into executive Session at 11:47 pm.

MOTION A motion was made by Councilor Rivera, seconded by Councilor Romero-Wirth, to reconvene in open session and stated that only the items as noted on the agenda were discussed in Executive Session.


VOTE The motion passed on a roll call vote as follows:

Councilor Cassutt, yes; Councilor Chavez, yes; Councilor Lindell, yes; Councilor Michael Garcia, yes; Councilor Rivera, yes; Councilor Romero-Wirth, yes; Councilor Villarreal, yes; Mayor Webber, yes.

The Governing Body reconvened in open session at 12:31 am.


22. ADJOURN

There being no further business before the Governing Body, the meeting adjourned at 12:32 am.


Alan Webber (Jan 11, 2024 11:28 MST)

Mayor Alan Webber

Attested To By:


Geralyn Cardenas (Jan 11, 2024 11:29 MST)

Geralyn Cardenas, Interim City Clerk

Respectfully Submitted By:

Elizabeth Martin
Elizabeth Martin, Stenographer

**GOVERNING BODY MEETING
EXECUTIVE SESSION
December 13, 2023**

The Governing Body of the City of Santa Fe met in an executive session duly called on December 13, 2023, beginning at 12:02 a.m.

The following was discussed:

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Subparts (H)(6) and (7), Discussion of Competitive Sealed Proposals Solicited Pursuant to the Procurement Code Regarding Management of the Marty Sanchez Golf Course, Request for Proposals #23/47/P, and Land and Building Disposition and Redevelopment of the Midtown Performing Arts Center, Request for Proposal No. 23/16/P; and Attorney-Client Privileged Discussion of Pending or Threatened Litigation, in Particular, *Hill, et al. v. City of Santa Fe*, D-101-CV-2023-02507, a tort claim related to the Estate of Cristian Marban-Tafoya and *City of Santa Fe vs. Santa Fe Country Club and Golf Association*, D-101-CV-2022-01288. (Erin K. McSherry, City Attorney: ekmcsberry@santafenm.gov)

PRESENT

Mayor Webber
Councilor Lindell
Councilor M. Garcia
Councilor Romero-Wirth
Councilwoman Villarreal
Councilor Cassutt
Councilor L. Garcia
Councilor Rivera
Councilor Chavez

STAFF PRESENT

John Blair, City Manager
Erin McSherry, City Attorney
Geraldyn Cardenas, Interim City Clerk
Melissa McDonald, Parks and Open Space Division Director (Left at 12:24 a.m.)
Regina Wheeler, Public Works Department Director (Left at 12:24 a.m.)
Jonathan Weiss, Golf Course Manager (Left at 12:24 a.m.)
Randy Randall, TOURISM Santa Fe Director (Left at 12:24 a.m.)

There being no further business to discuss, the executive session was adjourned at 12:37 a.m.



Geraldyn F. Cardenas, Interim City Clerk









24-0295 Kiwanis Club of Santa Fe

Final Audit Report

2024-04-12

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