

Date: September 11, 2024
To: John Blair, City Manager *John Blair*
John Blair (Sep 16, 2024 17:01 MDT)
Via: Paul Joye, Chief of Police *PJ*
Paul Joye (Sep 11, 2024 14:47 MDT)
From: **Ben Valdez, Deputy Chief of Police** *B. Valdez, DC*
B. Valdez, DC (Sep 11, 2024 15:46 CDT)
Subject: **2024 Balloon Fiesta Recruiting Booth**

Vendor Name: Albuquerque International Balloon Fiesta Inc

Vendor Number: 9253

ITEM AND ISSUE:

The Police Department respectfully requests your review and approval of a Sponsorship Agreement in the amount of \$3,900.00 excluding tax, for a recruiting booth during the 2024 Balloon Fiesta dates of October 4-9, 2024. (AIBF); (Ben Valdez, bpvaldez@santafenm.gov, ext. 5040)

Action Requested: Approval of Agreement

BACKGROUND AND SUMMARY:

The Balloon Fiesta is a great event to showcase our department and staff to attract candidates to Join our Team. The Recruiting Unit and Crime Prevention Unit will assign officers to a booth to promote a career of service with the Santa Fe Police Department. With a significant media presence at the event, it creates opportunities to expand the reach of our participation beyond those who attend in person. This will be the 4th year SFPD has participated in this event, which has assisted with the recruitment of Police Officer and civilian candidates.

PROCUREMENT METHOD:

AIBF does not accept purchase orders; P-Card will be used.

Chief Procurement Officer Approval: *John J. Hoff* **Date:** Sep 12, 2024

Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:

The FY25 Munis contract number is 3250133

\$\$\$\$\$ SOURCE/REVENUE: Expense Revenue

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Police Administration/ 1000310

Munis Object Name/Number: Advertising/ 561850

If the project is grant funded? List grant award number: N/A

Grant Manager / Accounting Officer Approval: N/A Date: _____

Comment/Exceptions: N/A

Project Ledger #: N/A

Budget Officer Approval: Andy Hopkins Date: Sep 12, 2024

Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):

Yes | No

(if known): N/A

Repair or Replacement of Existing Equipment:

Yes | No

If yes -> Repair | Replacement

Please explain: N/A

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Project Ledger #: N/A

Anticipated length of project: _____

Asset Manager Approval: _____ Date: _____

Comment/Exceptions: _____

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: _____ Title: _____ Date: _____

Approval: _____ Title: _____ Date: _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info:

AnnaMarie Bowen, acbowen@santafenm.gov, 505-955-5122

ATTACHMENTS:

Agreement

**Albuquerque International Balloon Fiesta®
2024 Sponsorship Agreement**

Article 1.0 PARTIES AND DURATION

- 1.1 The parties to this Agreement are **Albuquerque International Balloon Fiesta, Inc. (AIBF)** and the City of **Santa Fe, Santa Fe Police Department.** (Sponsor).
- 1.2 AIBF is incorporated in the State of New Mexico as a non-profit corporation having its principal office located at 4401 Alameda Boulevard NE, Albuquerque, New Mexico 87113.
- 1.3 The Sponsor is a government agency located in New Mexico having an office at 2515 Camino Entrada, Santa Fe, New Mexico.
- 1.4 This Agreement is effective immediately upon its authorized execution by both parties.
- 1.5 Sponsor's rights under this Agreement expire at 11:59 p.m. on the final day of BALLOON FIESTA® 2024, unless earlier terminated as provided in Article 6, or by mutual agreement of the parties in writing.

Article 2.0 PURPOSE

- 2.1 AIBF is in the business of organizing and operating the annual event known as the Albuquerque International Balloon Fiesta® (BALLOON FIESTA). The 2024 BALLOON FIESTA is presently planned for October 5-13, 2024.
- 2.2 In order to generate funds to pay the expenses of operating the BALLOON FIESTA, AIBF contracts with businesses to promote their goods or services at the BALLOON FIESTA.
- 2.3 The Sponsor desires to utilize the public relations opportunities offered by the BALLOON FIESTA to promote its goods/services.

Article 3.0 SPONSORSHIP PACKAGE

- 3.1 AIBF shall provide to Sponsor:
 - A. One display space measuring 30' frontage x 20' depth free and clear of debris located in a high visibility area on Main Street at Balloon Fiesta Park subject to these conditions:
 1. Sponsor will provide its own booth or tent and will arrive and set up no later than ***Friday, October 4, 2024*** before 5:00 pm and will break down their exhibit on ***Wednesday, October 9, 2024*** after 12:00 noon. Sponsor shall not be permitted to set up or break down its exhibit during any Balloon Fiesta session open to the public.
 2. One (1) 110-volt electrical outlet is included in the Sponsorship Fee. This outlet will provide twenty (20) amps of electrical power however it may not be located immediately adjacent to the display area. If Sponsor requires additional electrical service, arrangements, at an additional cost, must be made with AIBF no later than September 1, 2024. **Sponsor is responsible for providing its own "outdoor rated" extension cords.**
 3. AIBF will not provide propane, natural gas, telephone or water as part of this agreement. If Sponsor desires any utility service at their site, Sponsor must contact AIBF to determine whether those services might be available and enter into a separate agreement for those services.
 4. Sponsor agrees to comply with all policies, rules and regulations contained in the *Sponsor/Exhibitor Handbook* at <https://balloonfiesta.com/official-sponsors>.
 5. Operation of sound equipment, sound movies, bullhorns, televisions, radios, etc. shall not be permitted when AIBF, in its sole discretion, determines such operation is obnoxious

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

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

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

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

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

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

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

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

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

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

Article 4.0 CONSIDERATION

4.1 In exchange for the goods and services provided under Article 3.0, Sponsor shall provide to AIBF a cash consideration of **\$3,900.00** shall be due by August 30, 2024. Sponsor's failure to make payment(s) in full as specified in this paragraph shall be considered a material breach of this Agreement.

Article 5.0 INDEMNITY, PILOT RELEASE/INSURANCE

5.1 This paragraph is intentionally left blank.

Article 6.0 TERMINATION, FORCE MAJEURE

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

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

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

Article 7.0 ASSIGNMENTS

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

Article 8.0 MISCELLANEOUS

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

APPROVED:

**ALBUQUERQUE INTERNATIONAL
BALLOON FIESTA, INC.**

Julie M. Baca
Julie M. Baca (Sep 10, 2024 18:55 MDT)

Julie Morgas Baca, Executive Director

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

SEE NEXT PAGE

Print Title

Date: Sep 10, 2024

Date: _____

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City of Santa Fe ADDENDUM

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

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by SPONSOR in connection with this Agreement is subject to the immunities and limitations, if any, of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. SPONSOR and its “public employees,” as defined in the New Mexico Tort Claims Act, do not waive any applicable sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

Signature Lines required:

City of Santa Fe:

John Blair
John Blair (Sep 16, 2024 17:01 MDT)

John Blair, City Manager

AIBF

Julie M. Baca
Julie M. Baca (Sep 10, 2024 18:55 MDT)

Julie Morgas Baca, Executive Director

Date: Sep 16, 2024

Date: Sep 10, 2024

Attest:

Geralyn Cardenas
Geralyn Cardenas, Interim City Clerk

City Attorney's Office:

Christopher W. ryan
Christopher W. ryan (Sep 10, 2024 19:39 MDT)

Senior Assistant City Attorney

Finance:

Emily K. Oster
Finance Director









CM 500 AIBF- Purchase (1)


Final Audit Report


2024-09-16

Created:	2024-09-12
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8BTkHsu59oQzmzA0aTC-sRzP6pr7saHZ


"CM 500 AIBF- Purchase (1)" History


-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
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-  Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-09-12 - 6:54:32 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-09-12 - 7:39:43 PM GMT- IP address: 104.47.64.254
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-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-09-12 - 7:40:26 PM GMT
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-  Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
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-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and EMILY OSTER (ekoster@santafenm.gov) for signature. One of them to sign
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2024-09-15 - 5:33:55 AM GMT- IP address: 174.231.17.136


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Signature Date: 2024-09-16 - 4:43:55 AM GMT - Time Source: server- IP address: 73.98.86.84

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2024-09-16 - 4:43:57 AM GMT

 Email viewed by JOHN BLAIR (jwblair@santafenm.gov)
2024-09-16 - 11:00:23 PM GMT- IP address: 104.47.64.254

 Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair
2024-09-16 - 11:01:05 PM GMT- IP address: 63.232.20.2

 Document e-signed by John Blair (jwblair@santafenm.gov)
Signature Date: 2024-09-16 - 11:01:07 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.
2024-09-16 - 11:01:07 PM GMT