

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Destination Forward Grant Agreement**

THIS AGREEMENT is made and entered into by State of New Mexico Tourism Department, hereinafter referred to as the "NMTD," and City of Santa Fe, hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities and serving as a comprehensive source of information and assistance to tourism-related businesses wishing to locate, expand or do business in New Mexico; and

WHEREAS, NMTD desires to coordinate this partnership effort through cooperative tourism development programs for certain non-profits, local and tribal governments; and

WHEREAS, Partner wishes to assist in the creation of a tourism-related business, assets or infrastructure to stimulate tourism activities, namely the Open Air Performing Arts Center Feasibility Study;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Ensure completion of the Scope of Work, as approved by NMTD and attached hereto as *Exhibit A* to facilitate the creation of the Open Air Performing Arts Center Feasibility Study.
- B. Partner agrees and affirmatively states that it will implement, in all respects, the Project in the agreed upon time frame. Partner shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Partner is responsible for financing its share of the costs of the Project, including any and all Project overruns.
 - 1. Project funds cannot be used to reimburse Partner for indirect Project costs.
 - 2. Project funds shall not be used for purposes other than those agreed upon and specified in the Project Description.
 - 3. The Parties agree that the Project's funds must be "expended" on or before June 30, 2025. For the purposes of disbursement under the Agreement, it is sufficient for Partner to "encumber" the Project funds on its books on or before June 30, 2025.
- C. Following disbursement of the total grant award, Partner will be required to submit narrative and fiscal reports to NMTD.
 - 1. Partner shall submit a Midpoint Report on or before December 30, 2024, to Tourism Development Coordinator Jill Slaby. Midpoint Report shall include progress information and photos for the Project.

2. Partner shall submit to NMTD a Final Report for the Project. The Final Report shall be submitted on a form provided by NMTD and contain such information as NMTD may require. The paper Final Report must be submitted on or before June 15, 2025.
- D. During the term of this Agreement NMTD may request such additional information regarding the Project as it deems necessary and conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time. Requests made pursuant to this subparagraph B are in addition to and not in lieu of the final reporting described in subparagraph C of this article.

II. Obligations of NMTD.

Provide collaborative assistance in the form of matching funds up to **forty thousand dollars and zero cents (\$40,000.00)** for eligible expenses toward the creation of the Open Air Performing Arts Feasibility Study, as outlined in *Exhibit A*, for a total grant award of forty thousand dollars and zero cents (\$40,000) for FY25.

III. Additional Terms & Conditions.

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2025**. Either party may terminate or seek to further negotiate this Agreement upon written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- D. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- E. This Agreement is governed by the laws of the State of New Mexico.
- F. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- G. 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, electronic mail, facsimile, or U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
Holly Kelley
Tourism Development Director

491 Old Santa Fe Trail | Santa Fe, NM 87501
505-629-8234 | holly.kelley@td.nm.gov

To Partner: Randy Randall
City of Santa Fe Tourism Office
201 W. Marcy Street
Santa Fe, NM
505-955-6209 | rrandall@santafenm.gov

- H. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Deputy Cabinet Secretary listed below.

FOR PARTNER:

By: *Randy Randall*
8E521A6B1500410...

Date: 9/26/2024

By: *John Blair*
John Blair (Sep 16, 2024 17:01 MDT)
John W. Blair, City Manager

Date: _____

ATTEST:

By: *[Signature]*

XIV

Date: Sep 26, 2024

City Attorney's Office

By: *Patricia Feghali*
Patricia Feghali (Aug 29, 2024 10:16 MDT)

Date: Aug 29, 2024

Approved for Finances:

By: *Emily K. Oster*
Emily Oster, Finance Director

Date: 9/15/24

Org/Obj Code:

FOR NMTD:

DocuSigned by:
Rayline Sebay
By: _____ Date: 9/26/2024
6122E96AC444C2
Rayline Sebay, CPO, ASD NMTD

Approved for legal sufficiency:

DocuSigned by:
Novela Salazar
By: _____ Date: 9/26/2024
B422D9B3622G4B6
Novela Salazar, General Counsel NMTD

DocuSigned by:
Jennifer Saavedra
By: _____ Date: 9/26/2024
B93DA2BC2F7E403
Jennifer Saavedra, Deputy Cabinet Secretary NMTD

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 01-710541-00-2

By: *Ann Merz* Date: 9/25/24
Taxation and Revenue Department

EXHIBIT A
Scope of Work

Partner Deliverables:


- A. Provide a mid-point report to Jill Slaby at Jill.Slaby@td.nm.gov no later than **December 30, 2024**, to include the following items:
 - a. A record of how all monies granted through this Agreement were spent (to include invoice).
 - b. A record of equivalent matching funds being spent on the project (to include invoices).
 - c. Updated planning and designs including but not limited to:
 - i. Copy of the feasibility study; and
 - ii. Any associated documents.
- B. Complete progress meetings with NMTD, providing all information as directed.
 - a. Agree to make every effort to maintain effective communications with NMTD for the term of this agreement.
- C. Provide a final report to Jill Slaby at Jill.Slaby@td.nm.gov no later than **June 15, 2025**, to include the following items:
 - a. A record of how all monies granted through this Agreement were spent (to include invoice).
 - b. A record of equivalent matching funds being spent on the project (to include invoices).
 - c. Updated programming and installation including but not limited to:
 - i. Images prior to work, throughout project and images of completed portions of work if applicable; and
 - ii. Finalization of design, development, and installation of educational and interpretive signage; and
 - iii. Original artwork and photography, as licensing allows if applicable.
- D. A copy of the Master Plan.
- E. Include the following acknowledgment of support statement on all materials produced in whole or in part with Grant Funds:
 - a. "Funded [in part] through a Grant with the New Mexico Tourism Department." For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items. The term "materials" does not include stationery or business cards and NMTD's logo may not be used on such items.
 - b. Partner must obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- F. All deliverables will be completed by **June 30, 2025**.



City of Santa Fe, New Mexico

Memorandum



DATE: August 7, 2024
TO: John Blair, City Manager
VIA: Emily Oster, Finance Department Director
Joanne Lovato, Contracts Supervisor
FROM: Randy Randall, ED, Tourism Santa Fe Director 

ITEM AND ISSUE:

Approval of New Mexico Tourism Department (NMTD) Destination Forward Grant for Completion of a Feasibility Study for an indoor-outdoor amphitheater/entertainment facility in the amount of \$40,000.

Approval of Budget Adjustment in the amount of \$40,000 for this Grant.

BACKGROUND AND SUMMARY:

We have been working with Commissioner Justin Greene to consider the possibility of an indoor-outdoor amphitheater facility to add to the scope and excitement of the performing arts in Santa Fe. We made the request for \$40,000 from the NMTD Destination Forward Grant program for part of the cost of a feasibility study to determine whether a new facility could survive in the market, the size and scope of the facility, potential locations and funding mechanisms and other considerations to prove the viability of the concept. We have prepared a scope of work for the feasibility study and have three proposals ranging in price from \$42,000 to \$77,548 with two phases; allowing the project to be terminated if phase 1 does not suggest there is viability for such a project.

We plan to enter into an MOU with the county to jointly work on the project with equal funding from the city and county for any additional efforts if the results of the Feasibility Study are positive.

PROCUREMENT METHOD:

The grant was procured by submission of a project request to NMTD. The proposals for the feasibility study were solicited with the support of Peter Sargent, a Commercial Real Estate Finance Broker, who has moved to Santa Fe and has significant experience in facilitation of this sort of facility.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Lodger's Tax

Munis Org Name/Number: Visit Santa Fe 2130521

Munis Object Name/Number: Other Consulting/510340

ACTION REQUESTED:

TOURISM Santa Fe respectfully requests your review and approval. Legal review has advised that the City Manager has approval for receipt of any grant less than \$60,000.



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 7/18/2024

Project Title: NMDOT Destination Forward Grant

Project Type: CIP Grant Internal Tracking

Department: TOURISM Santa Fe Project Manager: Randy Randall Ext: 6209

Project Date Range: FY24 to FY 24 Create Fixed Asset

Project ID: TSF2521302
Grant ID: S2505
Approved By: MB 07/31/2024
(Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Destination Forward Grant % of Funding: _____

MUNIS ORG: 2130521 MUNIS OBJ: 490300 Awarded Amount: 40,000

Funding Source: Tourism Santa Fe LOCAL % of Funding: _____

MUNIS ORG: 2130521 MUNIS OBJ: _____ Awarded Amount: 10,000

Expense String Phase:

~~A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.~~

~~(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)~~

Phase: 1 and 2- GRANTS/SERVICES MUNIS ORG: 2130521 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: NM TOURISM GRANT AGREEMENT Awarded Amount: 40,000

AR Charge Code: 2130521.510400 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) Attached Grant Documentation

Signature: Matthew Bonifer
Matthew Bonifer Jul 11 2024 11:43 AM DT

Email: mtbonifer@santafenm.gov

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				8/13/2024	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				<i>(enter as positive #)</i>	<i>(enter as negative #)</i>
Grant/s Services	2130521	510400	TSF2521302	40,000	
REVENUES				<i>(enter as negative #)</i>	<i>(enter as positive #)</i>
NM Tourism Dept. Destination Forward Grant	2130521	490300	TSF2521302	(40,000)	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentations/memo				\$	\$

NM Tourism Department grant agreement provides funding to increase tourism in Santa Fe to facilitate the creation of the Open Air Performing Arts Center/Feasibility Study.

<i>(Complete section below if BAR results in a net change to ANY Fund)</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Shirley Spencer	8/13/2024	(Use this form for Finance Committee/ City Council agenda items ONLY)	<i>Andy Hopkins</i>
Prepared By (print name)	Date		Budget Officer
		CITY COUNCIL APPROVAL	
Division Director Signature (optional)	Date	City Council Approval Date	<i>Andy K. Oster</i>
		Agenda Item #	Finance Director (s \$5,000)
			<i>John Blair</i>
Department Director Signature	Date		John Blair (Aug 13, 2024 10:36 MDT)
			City Manager (s \$60,000)

24-0575 NM Department of Tourism

Final Audit Report

2024-09-26

Created:	2024-09-26
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAME6sQ87OkL2i10SX0cniYmY8wckLbLt3

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-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
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