



## The Purchasing Memo

**Date:** February 21, 2025

**To:** Mark Scott, City Manager

**From:** Randy Randall, TSF Executive Director   
Randy Randall (Feb 21, 2025 11:46 MST)

**Subject:** SWAIA Contract – OTAB

**Vendor Name:** SWAIA (Southwest Assoc. for Indian Arts)

**Munis Vendor Number:** 1590

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### ITEM AND ISSUE:

TOURISM Santa Fe Respectfully Requests your Review and Approval of a Professional Contract in the Total Amount of \$15,000 – not to Exceed for Advertising Services for a Term of One Year, Expiring June 30, 2026 with Southwest Association for Indian Arts (SWAIA).

### CONTRACT NUMBER:

Fiscal Year 2025 Munis Contract #3250436

### BACKGROUND AND SUMMARY:

Per Resolution 2012-70: Every calendar year TSF/Occupancy Tax Advisory Board (OTAB) advertises the acceptance of applications for funding assistance with the support of local events that aid in Santa Fe's Tourism industry. The applications are reviewed and then selected by the OTAB Grant review panel using a scoring/merit evaluation both oral and written.

The application also allows for 3 years step-down process for funding, of which the second and third year funding does not require a separate application process for years two and three. This is the second year of funding for SWAIA therefore no application was requested/submitted for 2025 year. Attached is the 2024 (first year funding application affidavit and score sheets are attached as support).

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** Lodger's Tax/213

**Munis Org Name/Number:** VSF Program & Events/2130523

**Munis Object Name/Number:** Grants & Services/510400

**Budget Officer / Designee:** Andy Hopkins **Date:** 03/05/2025

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

### PROCUREMENT METHOD:

**The procurement method used was** NMSA 1978, Section 13-1-125, Small Purchase

Request for Applications was the procurement method used. Applications were requested and selected using a scoring/merit evaluation both oral and written.

**Chief Procurement Officer (CPO) / Designee:** Shu J. Jeff **Date:** 03/06/2025

**CPO Comment/Exceptions:** Deemed Professional Services. Horizons does not offer

**ASSOCIATED APPROVALS:**

**IT Components included?** ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Vehicles included?** ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Construction to City Facilities, Furniture, and/or Fixtures included?** ☐ Yes | ☒ No

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this an externally funded purchase?** ☐ Yes | ☒ No

**If yes, what is the issuing agency:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**Is this a Capital Asset or Project?** ☐ Yes | ☒ No

**Project Ledger Number:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

CPO Service Determination Email

2024 Application Assistance affidavit & Score Sheets

Certificate of Liability Insurance (COI)

Professional Services Contract

Resolution 2012-70

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 **Southwest Association for Indian Arts (SWAIA)**, 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 13-125; and

**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: **Southwest Association for Indian Arts (SWAIA) Native Fashion Week 2025 ('Event')**.
- B. Contractor shall develop a concept and design a brochure for event including all project materials, printing and distributing of the brochure, obtaining best prices.
- C. Contractor may subcontract with a third party to manage the event. Fifty percent of the cost paid by Contractor to a subcontractor to manage Event will be reimbursed, up to a maximum of \$4,000.
- D. Contractor shall provide periodic reports to the Santa Fe Occupancy Tax Advisory Board (OTAB), at least quarterly listing the expenditures for those periods. 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**

The City shall pay to the Contractor in full payment for services satisfactorily performed.

- A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **FIFTEEN THOUSAND DOLLARS (\$15,000)**. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$15,000.**
- B. **Payment. The total compensation under this Agreement shall not exceed \$15,000 including New Mexico gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement 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 Agreement 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 Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.**
- C. Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date **WILL NOT BE PAID**.

### **4. Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **June 30, 2026** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

### **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) 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 professional 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, except for management of Event as specified in Section 1, Scope of Work. 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 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 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 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 as 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, Jordan Guenther, Interim Executive Director, 201 W. Marcy Street, Santa Fe NM 87501 [jguenther@santafenm.gov](mailto:jguenther@santafenm.gov)

To the Contractor: Jamie Schulze, Executive Director [jschulze@swaia.org](mailto:jschulze@swaia.org) PO BOX 969, Santa Fe, NM 87504.

**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:

  
Mark Scott (Mar 12, 2025 20:30 MDT)  
MARK SCOTT, CITY MANAGER

CONTRACTOR:


Southwest Association for Indian Arts

  
Jamie Schulze (Feb 19, 2025 10:42 MST)  
JAMIE SCHULZE, EXECUTIVE DIRECTOR

DATE: Feb 19, 2025

CRS/Fed ID #: 85-0212504

ATTEST:

  
ANDREA SALAZAR (Mar 8, 2025 10:13 MDT)  
ANDREA SALAZAR, CITY CLERK *x/v*

CITY ATTORNEY'S OFFICE:

  
Christopher W. Ryan (Feb 19, 2025 11:58 MST)  
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

  
EMILY OSTER, FINANCE DIRECTOR

**From:** [SPENCER, SHIRLEY J.](#)  
**To:** [DUTTON-LEYDA, TRAVIS K.](#)  
**Subject:** RE: OTAB Contract template  
**Date:** Monday, November 6, 2023 4:47:00 PM  
**Attachments:** [image001.png](#)

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Hi Travis,  
That is correct. I will then add the below NMSA.  
Thanks!!

*Shirley*

**From:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>  
**Sent:** Monday, November 6, 2023 4:19 PM  
**To:** SPENCER, SHIRLEY J. <[sjspencer@santafenm.gov](mailto:sjspencer@santafenm.gov)>  
**Subject:** RE: OTAB Contract template

Hi, ok. There was a semiformal process conducted and the awards will not exceed \$60k, correct? So I think we should add NMSA 1978, Section 13-1-125.

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](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](mailto:sjspencer@santafenm.gov)>  
**Sent:** Monday, October 30, 2023 9:45 AM  
**To:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>  
**Subject:** RE: OTAB Contract template

Hi Travis,

This was for the Occupancy Tax Advisor Board (OTAB) contracts. We had a meeting with you and Randy and understand the procurement is simply "funding Assistance" Should I also put this on the contract where RFP/SWA #s are requested?

Attached is the contract Legal and I are working.....

Thanks!

*Shirley*

**From:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>

**Sent:** Friday, October 27, 2023 4:44 PM

**To:** SPENCER, SHIRLEY J. <[sjspencer@santafenm.gov](mailto:sjspencer@santafenm.gov)>

**Subject:** RE: OTAB Contract template

Hi, may I see the full contract and how was this procured?

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](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

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**From:** SPENCER, SHIRLEY J. <[sjspencer@santafenm.gov](mailto:sjspencer@santafenm.gov)>

**Sent:** Wednesday, October 25, 2023 11:29 AM

**To:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>

**Subject:** OTAB Contract template

**Importance:** High

Hi Travis,

Legal is asking what purchasing would like me to put in the yellow highlighted area below – this if for the OTAB funding contract template

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 **NAME OF CONTRACTOR**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

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**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-XXX [Purchasing will enter this]; and

**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: (NAME EVENT HERE).
- B. Work will be in compliance with the application made to 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 advisory board. Funds provided to the Contractor shall be maintained in a separate account established for that purpose and shall

## SPENCER, SHIRLEY J.

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**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/BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBplfTCIBFRQ3AT0otokLC4EbDtyp8BQkAGU8pAELcASgFEAMioBqAQQByAYRW1SYAEbRS2ONWpA>
- 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.

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



**From:** [DUTTON-LEYDA, TRAVIS K.](#)  
**To:** [SPENCER, SHIRLEY J.](#)  
**Cc:** [GUENTHER, JORDAN](#)  
**Subject:** RE: OTAB Determination  
**Date:** Thursday, January 16, 2025 10:15:45 AM

---

You may use the same determination. Thank you for checking in.

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](mailto:tkduttonleyda@santafenm.gov)

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

Vendor Registration and Current Procurement Opportunities:

<https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/SearchResults.aspx>

Internal Link: [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1)



CITY OF SANTA FE  
**FINANCE**

*"The future belongs to those who believe in the beauty of their dreams."* — Eleanor Roosevelt

---

**From:** SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>  
**Sent:** Thursday, January 16, 2025 9:57 AM  
**To:** DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>  
**Cc:** GUENTHER, JORDAN <jguenther@santafenm.gov>  
**Subject:** FW: OTAB Determination

Hi Travis,

Following up on this request....

Also, providing you the "Correct Determination used last year" sorry about that!

Thanks,  
Shirley Spencer

TOURISM Santa Fe

**From:** SPENCER, SHIRLEY J.

**Sent:** Tuesday, January 14, 2025 12:31 PM

**To:** DUTTON-LEYDA, TRAVIS K. <[tkduttonleyda@santafenm.gov](mailto:tkduttonleyda@santafenm.gov)>; Purchasing DET <[purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)>

**Cc:** GUENTHER, JORDAN <[jguenther@santafenm.gov](mailto:jguenther@santafenm.gov)>

**Subject:** OTAB Determination

Hi Travis,

We are working on OTAB Contracts – can I use the same determination from previous years attached? Awardee's are selected by the board via an application process BUT there are a few that did not complete an application but the Board has decided to award them a small amount or determined that they qualified for following years based on last years application. The amounts are between 5k – 40k.

**Scope of Work**

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

The Contractor shall manage the promotion, all advertisements including, social media of event: event name here.

Contractor shall develop a concept and design a brochure for event including all project materials, printing and distributing of the brochure, obtaining best prices.

Contractor may subcontract with a third party to manage the event. Fifty percent of the cost of this contract will reimbursed to a maximum of \$4,000.

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 Santa Fe Occupancy Tax 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2025

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> Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive  Santa Fe NM 87505	<b>CONTACT NAME:</b> Michael Latting <b>PHONE (A/C, No, Ext):</b> (505) 982-4302 <b>FAX (A/C, No):</b> (505) 989-9186 <b>E-MAIL ADDRESS:</b> rturnipseed@danielsinsuranceinc.com
<b>INSURED</b> International Folk Art Alliance, Inc dba IFAA  620 Cerrillos Rd  Santa Fe NM 87505 (505) 476-1167	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insuran 18058 <b>INSURER B:</b> New Mexico Premier Insurance C 13675 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**RT **CERTIFICATE NUMBER:** Cert ID 38630 (18)**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2621469-007	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2621469-007	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB888375-007	11/01/2024	11/01/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			88606.110	11/01/2024	11/01/2025	<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
	Leased/Rented Equipment			PHPK2621469	07/01/2024	11/01/2025	\$ 20,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability policy contains an Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. EVENT: OTAB Grant Award

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Fe  PO Box 909  Santa Fe NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**APPLICATION FOR OCCUPANCY TAX FUNDING ASSISTANCE**

**\*Acknowledgement Certificate:**

State of New Mexico

County of Santa Fe

On this 2 day of Oct, 2023, I Jamie R. Schulze certify that the information submitted for the Occupancy Tax Funding Assistance Application is true, exact and complete.

J. Schulze  
Acknowledger's Signature

Executive Director  
Title/Position

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

By: Jamie R. Schulze

STATE OF NEW MEXICO  
(Seal) NOTARY PUBLIC  
MARSHA DALTON COUCH  
COMMISSION #1077509  
COMMISSION EXPIRES 02/10/2026

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

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

O.T.A.B Grants  
Score Sheet

Reviewer: Complete page one and return by October 24, 2023, by end of day

Applicant SWAIA Reviewer R BLYTH

EVALUATION CRITERIA – WRITTEN – 50 POSSIBLE POINTS

a. • Section 1 – Overall Proposal Concept -

Did the applicant write a brief synopsis (1/2 page) about the event including its purpose and goals? Was there an estimate of the economic impact to the city, for example: the number of people & hotel rooms it will sell; length of stay and from where guests will be coming? Was there detail on how this event will bring visitors between the ages of 35 and 57 to Santa Fe and support increased tourism in the off season?

Maximum Points Possible: 15. Score: 11

b. • Section 2 – Marketing Plans -

Did the applicant provide a detailed marketing plan? Were media placements in appropriate markets? Did the applicant address "off season" preference?

Maximum Points Possible: 10. Score 6

c. • Section 3 – Partnerships -

Did the applicant take into consideration competing or leveraging of other events with overlapping dates?

Maximum Points Possible: 5. Score: 3

d. • Section 4 – Financial Capacity -

Has the applicant applied for other grant funds? Did the applicant provide a detailed budget and do the financial allocations appear appropriate?

Maximum Points Possible: 10. Score 2

e. • Section 5 – Outcome and Follow through -

Did the applicant address whether they had received prior O.T.A. B. funding? Did the applicant provide what changes and or additions have been made to the event or the promotion of the event that has the potential of increasing the numbers of visitors to the City?

Maximum Points Possible: 10 Score 4

f. • Section 6 – Formatting -

Was the application well presented, easy to understand and readable?

The evaluator may deduct up to 5 points. Score 26

Total Possible Points: 50

Total Score 26

Upon completion email to [slspencer@santafenm.gov](mailto:slspencer@santafenm.gov)

MAX OF  
\$15K NOT  
\$30K

O.T.A.B Grants

O.T.A.B Grants  
Score Sheet

Reviewer: Complete page one and return by October 24, 2023, by end of day

Applicant SWAIA Reviewer Carlos Medina

EVALUATION CRITERIA – WRITTEN – 50 POSSIBLE POINTS

a. • Section 1 – Overall Proposal Concept -

Did the applicant write a brief synopsis (1/2 page) about the event including its purpose and goals? Was there an estimate of the economic impact to the city, for example: the number of people & hotel rooms it will sell; length of stay and from where guests will be coming? Was there detail on how this event will bring visitors between the ages of 35 and 57 to Santa Fe and support increased tourism in the off season?

Maximum Points Possible: 15. Score: 13

b. • Section 2 – Marketing Plans –

Did the applicant provide a detailed marketing plan? Were media placements in appropriate markets? Did the applicant address "off season" preference?

Maximum Points Possible: 10. Score 8

c. • Section 3 – Partnerships –

Did the applicant take into consideration competing or leveraging of other events with overlapping dates?

Maximum Points Possible: 5. Score: 4

d. • Section 4 – Financial Capacity –

Has the applicant applied for other grant funds? Did the applicant provide a detailed budget and do the financial allocations appear appropriate?

Maximum Points Possible: 10. Score 8

e. • Section 5 – Outcome and Follow through –

Did the applicant address whether they had received prior O.T.A. B. funding? Did the applicant provide what changes and or additions have been made to the event or the promotion of the event that has the potential of increasing the numbers of visitors to the City?

Maximum Points Possible: 10 Score 8

f. • Section 6 – Formatting –

Was the application well presented, easy to understand and readable?

The evaluator may deduct up to 5 points. Score 4

Total Possible Points: 50

Total Score 45

Upon completion email to [sispencer@santafenm.gov](mailto:sispencer@santafenm.gov)

O.T.A.B Grants



O.T.A.B Grants  
Score Sheet

Reviewer: Complete page one and return by October 24, 2023, by end of day

Applicant SWAIA Reviewer duh [signature]

EVALUATION CRITERIA – WRITTEN – 50 POSSIBLE POINTS

a. • **Section 1 – Overall Proposal Concept -**

Did the applicant write a brief synopsis (1/2 page) about the event including its purpose and goals? Was there an estimate of the economic impact to the city, for example: the number of people & hotel rooms it will sell; length of stay and from where guests will be coming? Was there detail on how this event will bring visitors between the ages of 35 and 57 to Santa Fe and support increased tourism in the off season?

Maximum Points Possible: 15. Score: 10

b. • **Section 2 – Marketing Plans -**

Did the applicant provide a detailed marketing plan? Were media placements in appropriate markets? Did the applicant address "off season" preference?

Maximum Points Possible: 10. Score 5

c. • **Section 3 – Partnerships -**

Did the applicant take into consideration competing or leveraging of other events with overlapping dates?

Maximum Points Possible: 5. Score: 3

d. • **Section 4 – Financial Capacity -**

Has the applicant applied for other grant funds? Did the applicant provide a detailed budget and do the financial allocations appear appropriate?

Maximum Points Possible: 10. Score 5

e. • **Section 5 – Outcome and Follow through -**

Did the applicant address whether they had received prior O.T.A. B. funding? Did the applicant provide what changes and or additions have been made to the event or the promotion of the event that has the potential of increasing the numbers of visitors to the City?

Maximum Points Possible: 10 Score 8

f. • **Section 6 – Formatting -**

Was the application well presented, easy to understand and readable?

The evaluator may deduct up to 5 points. Score 5

Total Possible Points: 50

Total Score 36

Upon completion email to [sjspencer@santafenm.gov](mailto:sjspencer@santafenm.gov)

± 0

O.T.A.B Grants

O.T.A.B Grants  
Score Sheet

Reviewer: Complete page one and return by October 24, 2023, by end of day

Applicant SWAIA Reviewer Bonnie B.

EVALUATION CRITERIA - WRITTEN - 50 POSSIBLE POINTS

a. • Section 1 - Overall Proposal Concept -

Did the applicant write a brief synopsis (1/2 page) about the event including its purpose and goals? Was there an estimate of the economic impact to the city, for example: the number of people & hotel rooms it will sell; length of stay and from where guests will be coming? Was there detail on how this event will bring visitors between the ages of 35 and 57 to Santa Fe and support increased tourism in the off season?

Maximum Points Possible: 15. Score: 10

b. • Section 2 - Marketing Plans -

Did the applicant provide a detailed marketing plan? Were media placements in appropriate markets? Did the applicant address "off season" preference?

Maximum Points Possible: 10. Score 5

c. • Section 3 - Partnerships -

Did the applicant take into consideration competing or leveraging of other events with overlapping dates?

Maximum Points Possible: 5. Score: 4

d. • Section 4 - Financial Capacity -

Has the applicant applied for other grant funds? Did the applicant provide a detailed budget and do the financial allocations appear appropriate?

Maximum Points Possible: 10. Score 5

e. • Section 5 - Outcome and Follow through -

Did the applicant address whether they had received prior O.T.A. B. funding? Did the applicant provide what changes and or additions have been made to the event or the promotion of the event that has the potential of increasing the numbers of visitors to the City?

Maximum Points Possible: 10 Score 7

f. • Section 6 - Formatting -

Was the application well presented, easy to understand and readable?

The evaluator may deduct up to 5 points. Score -1

Total Possible Points: 50

Total Score 30

Upon completion email to [sispencer@santafenm.gov](mailto:sispencer@santafenm.gov)

O.T.A.B Grants

Request: \$30,000

O.T.A.B Grants  
Score Sheet

Reviewer: Complete page one and return by October 24, 2023, by end of day

Applicant SNAIA Reviewer SOCIAL GVENTHER

EVALUATION CRITERIA - WRITTEN - 50 POSSIBLE POINTS

a. • Section 1 - Overall Proposal Concept -

Did the applicant write a brief synopsis (1/2 page) about the event including its purpose and goals? Was there an estimate of the economic impact to the city, for example: the number of people & hotel rooms it will sell; length of stay and from where guests will be coming? Was there detail on how this event will bring visitors between the ages of 35 and 57 to Santa Fe and support increased tourism in the off season?

Maximum Points Possible: 15. Score: 10

b. • Section 2 - Marketing Plans -

Did the applicant provide a detailed marketing plan? Were media placements in appropriate markets? Did the applicant address "off season" preference?

Maximum Points Possible: 10. Score 3

c. • Section 3 - Partnerships -

Did the applicant take into consideration competing or leveraging of other events with overlapping dates?

Maximum Points Possible: 5. Score: 3

d. • Section 4 - Financial Capacity -

Has the applicant applied for other grant funds? Did the applicant provide a detailed budget and do the financial allocations appear appropriate?

Maximum Points Possible: 10. Score 5

e. • Section 5 - Outcome and Follow through -

Did the applicant address whether they had received prior O.T.A. B. funding? Did the applicant provide what changes and or additions have been made to the event or the promotion of the event that has the potential of increasing the numbers of visitors to the City?

Maximum Points Possible: 10 Score 5

f. • Section 6 - Formatting -

Was the application well presented, easy to understand and readable?

The evaluator may deduct up to 5 points. Score 10

Total Possible Points: 50

Total Score 26

Upon completion email to [sispencer@santafenm.gov](mailto:sispencer@santafenm.gov)

O.T.A.B Grants

O.T.A.B Grants  
Score Sheet

Reviewer: Complete page one and return by October 24, 2023, by end of day

Applicant SW Assn. for Indian Arts Reviewer David A. Carr

EVALUATION CRITERIA – WRITTEN – 50 POSSIBLE POINTS

a. • **Section 1 – Overall Proposal Concept -**

Did the applicant write a brief synopsis (1/2 page) about the event including its purpose and goals? Was there an estimate of the economic impact to the city, for example: the number of people & hotel rooms it will sell; length of stay and from where guests will be coming? Was there detail on how this event will bring visitors between the ages of 35 and 57 to Santa Fe and support increased tourism in the off season?

Maximum Points Possible: 15. Score: 10

b. • **Section 2 – Marketing Plans –**

Did the applicant provide a detailed marketing plan? Were media placements in appropriate markets? Did the applicant address "off season" preference?

Maximum Points Possible: 10. Score: 5

c. • **Section 3 – Partnerships –**

Did the applicant take into consideration competing or leveraging of other events with overlapping dates?

Maximum Points Possible: 5. Score: —

d. • **Section 4 – Financial Capacity –**

Has the applicant applied for other grant funds? Did the applicant provide a detailed budget and do the financial allocations appear appropriate?

Maximum Points Possible: 10. Score: 3

e. • **Section 5 – Outcome and Follow through –**

Did the applicant address whether they had received prior O.T.A. B. funding? Did the applicant provide what changes and or additions have been made to the event or the promotion of the event that has the potential of increasing the numbers of visitors to the City?

Maximum Points Possible: 10 Score: 5

f. • **Section 6 – Formatting –**

Was the application well presented, easy to understand and readable?

The evaluator may deduct up to 5 points. Score: 0

Total Possible Points: 50

Total Score: 23

Upon completion email to [sjspencer@santafenm.gov](mailto:sjspencer@santafenm.gov)

O.T.A.B Grants

O.T.A.B Grants  
Score Sheet

Reviewer: Complete page one and return by October 24, 2023, by end of day

Applicant SWAT NA FASHION WEEK Reviewer RANDY RANDALL

EVALUATION CRITERIA – WRITTEN – 50 POSSIBLE POINTS

a. • **Section 1 – Overall Proposal Concept -**

Did the applicant write a brief synopsis (1/2 page) about the event including its purpose and goals? Was there an estimate of the economic impact to the city, for example: the number of people & hotel rooms it will sell; length of stay and from where guests will be coming? Was there detail on how this event will bring visitors between the ages of 35 and 57 to Santa Fe and support increased tourism in the off season?

Maximum Points Possible: 15. Score: 15

b. • **Section 2 – Marketing Plans –**

Did the applicant provide a detailed marketing plan? Were media placements in appropriate markets? Did the applicant address "off season" preference?

Maximum Points Possible: 10. Score 10

c. • **Section 3 – Partnerships –**

Did the applicant take into consideration competing or leveraging of other events with overlapping dates?

Maximum Points Possible: 5. Score: 0

d. • **Section 4 – Financial Capacity –**

Has the applicant applied for other grant funds? Did the applicant provide a detailed budget and do the financial allocations appear appropriate?

Maximum Points Possible: 10. Score 0

e. • **Section 5 – Outcome and Follow through –**

Did the applicant address whether they had received prior O.T.A. B. funding? Did the applicant provide what changes and or additions have been made to the event or the promotion of the event that has the potential of increasing the numbers of visitors to the City?

Maximum Points Possible: 10 Score 10

f. • **Section 6 – Formatting –**

Was the application well presented, easy to understand and readable?

The evaluator may deduct up to 5 points. Score 0

Total Possible Points: 50

Total Score 25

Upon completion email to [sispencer@santafenm.gov](mailto:sispencer@santafenm.gov)

O.T.A.B Grants

### Score Sheet

To be completed at time of presentations on October 27, 2023

Applicant SWAIA

Reviewer

RBL Y TH

AUDREY  
RUBINSTEIN

#### EVALUATION CRITERIA – ORAL – 50 POSSIBLE POINTS

g. • **Concept & Creativity -**

Did the presentation demonstrate a well thought out event? Based on the presentation, would the event likely be a draw for visitors to Santa Fe between the ages of 35 – 56? Is the event particularly reflective of Santa Fe or does it address a newness and uniqueness that will stand out from other destinations? Did the presentation demonstrate particularly creative ways of engaging its audience? Were the marketing plans demonstrative of creative uses of media or partnerships?

Maximum Points Possible: 20. Score 18

h. • **Value & Impact –**

Did the presentation convince you that the event will draw visitors to Santa Fe during periods of low occupancy (see chart)? Does the size of the event appear to be significant enough to have economic impact for the city of Santa Fe?

MAY 2-5

Maximum Points Possible: 20. Score 18

i. • **Comprehensive Approach and Readiness –**

Did the presentation demonstrate a wide view on the part of the applicant(s)? Is there consideration of not only the success of the event, but community benefits? Did the presentation demonstrate a seemingly successful combination of strategy, management, financial capacity and creativity?

Maximum Points Possible: 10. Score 4

Total Possible Points: 50 Points

Total Score: 40

Recommendations to applicant: \$20K

#### SCORING

The proposal process is two-part; a written proposal and oral presentation. Both parts must be completed to be considered for funding. Each part is worth 50 points. Applicants scoring less than 70 points will not have an opportunity to be funded.



SWASA

## Score Sheet

To be completed at time of presentations on October 27, 2023

Applicant

Reviewer

### EVALUATION CRITERIA – ORAL – 50 POSSIBLE POINTS

g. • **Concept & Creativity -**

Did the presentation demonstrate a well thought out event? Based on the presentation, would the event likely be a draw for visitors to Santa Fe between the ages of 35 – 56? Is the event particularly reflective of Santa Fe or does it address a newness and uniqueness that will stand out from other destinations? Did the presentation demonstrate particularly creative ways of engaging its audience? Were the marketing plans demonstrative of creative uses of media or partnerships?

Maximum Points Possible: 20. Score 17

h. • **Value & Impact -**

Did the presentation convince you that the event will draw visitors to Santa Fe during periods of low occupancy (see chart)? Does the size of the event appear to be significant enough to have economic impact for the city of Santa Fe?

Maximum Points Possible: 20. Score 18

i. • **Comprehensive Approach and Readiness -**

Did the presentation demonstrate a wide view on the part of the applicant(s)? Is there consideration of not only the success of the event, but community benefits? Did the presentation demonstrate a seemingly successful combination of strategy, management, financial capacity and creativity?

Maximum Points Possible: 10. Score 7

Total Possible Points: 50 Points

Total Score: 42

Recommendations to applicant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### SCORING

The proposal process is two-part; a written proposal and oral presentation. Both parts must be completed to be considered for funding. Each part is worth 50 points. Applicants scoring less than 70 points will not have an opportunity to be funded.

## Score Sheet

To be completed at time of presentations on October 27, 2023

Applicant

SWHA

Reviewer

Bonnie B.

### EVALUATION CRITERIA – ORAL – 50 POSSIBLE POINTS

g. • **Concept & Creativity -**

Did the presentation demonstrate a well thought out event? Based on the presentation, would the event likely be a draw for visitors to Santa Fe between the ages of 35 – 56? Is the event particularly reflective of Santa Fe or does it address a newness and uniqueness that will stand out from other destinations? Did the presentation demonstrate particularly creative ways of engaging its audience? Were the marketing plans demonstrative of creative uses of media or partnerships?

Maximum Points Possible: 20. Score 20

h. • **Value & Impact –**

Did the presentation convince you that the event will draw visitors to Santa Fe during periods of low occupancy (see chart)? Does the size of the event appear to be significant enough to have economic impact for the city of Santa Fe?

Maximum Points Possible: 20. Score 18

i. • **Comprehensive Approach and Readiness –**

Did the presentation demonstrate a wide view on the part of the applicant(s)? Is there consideration of not only the success of the event, but community benefits? Did the presentation demonstrate a seemingly successful combination of strategy, management, financial capacity and creativity?

Maximum Points Possible: 10. Score 53

Total Possible Points: 50 Points

Total Score: 41

Recommendations to applicant: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### SCORING

The proposal process is two-part; a written proposal and oral presentation. Both parts must be completed to be considered for funding. Each part is worth 50 points. Applicants scoring less than 70 points will not have an opportunity to be funded.

# Score Sheet

To be completed at time of presentations on October 27, 2023

11AM

Applicant

SNATA Fashion Week

Reviewer

JORDAN GIVENTHER

## EVALUATION CRITERIA – ORAL – 50 POSSIBLE POINTS

### g. • Concept & Creativity -

Did the presentation demonstrate a well thought out event? Based on the presentation, would the event likely be a draw for visitors to Santa Fe between the ages of 35 – 56? Is the event particularly reflective of Santa Fe or does it address a newness and uniqueness that will stand out from other destinations? Did the presentation demonstrate particularly creative ways of engaging its audience? Were the marketing plans demonstrative of creative uses of media or partnerships?

Not well thought out

Maximum Points Possible: 20. Score 10

### h. • Value & Impact –

Did the presentation convince you that the event will draw visitors to Santa Fe during periods of low occupancy (see chart)? Does the size of the event appear to be significant enough to have economic impact for the city of Santa Fe?

Maximum Points Possible: 20. Score 20

### i. • Comprehensive Approach and Readiness –

Did the presentation demonstrate a wide view on the part of the applicant(s)? Is there consideration of not only the success of the event, but community benefits? Did the presentation demonstrate a seemingly successful combination of strategy, management, financial capacity and creativity?

Maximum Points Possible: 10. Score 5

Total Possible Points: 50 Points

Total Score: 35

Recommendations to applicant:

(May 2-5, 2024); Intentional Designs  
+ 1st Indigenous Fashion Week in the US.  
+ Two Fashion Shows (Friday & Saturday)

## SCORING

The proposal process is two-part; a written proposal and oral presentation. Both parts must be completed to be considered for funding. Each part is worth 50 points. Applicants scoring less than 70 points will not have an opportunity to be funded.

**To be completed at time of presentations on October 27, 2023**

Reviewer David A. Carr

g. • **Concept & Creativity -**

Maximum Points Possible: 20. Score 20

Maximum Points Possible: 20. Score 15

## Maximum Points Possible: 10. Score \_\_\_\_\_

**Total Score:** \_\_\_\_\_

## defining marketing

The proposal process is two-part; a written proposal and oral presentation. Both parts must be completed to be considered for funding. Each part is worth 50 points. Applicants scoring less than 70 points will not have an opportunity to be funded.

## Score Sheet

**FASHION WORK** To be completed at time of presentations on October 27, 2023  
Applicant SWAIA Reviewer RANDY RANDALL

### EVALUATION CRITERIA – ORAL – 50 POSSIBLE POINTS

g. • **Concept & Creativity -**

Did the presentation demonstrate a well thought out event? Based on the presentation, would the event likely be a draw for visitors to Santa Fe between the ages of 35 – 56? Is the event particularly reflective of Santa Fe or does it address a newness and uniqueness that will stand out from other destinations? Did the presentation demonstrate particularly creative ways of engaging its audience? Were the marketing plans demonstrative of creative uses of media or partnerships?

Maximum Points Possible: 20. Score 20

h. • **Value & Impact -**

Did the presentation convince you that the event will draw visitors to Santa Fe during periods of low occupancy (see chart)? Does the size of the event appear to be significant enough to have economic impact for the city of Santa Fe?

Maximum Points Possible: 20. Score 20

i. • **Comprehensive Approach and Readiness -**

Did the presentation demonstrate a wide view on the part of the applicant(s)? Is there consideration of not only the success of the event, but community benefits? Did the presentation demonstrate a seemingly successful combination of strategy, management, financial capacity and creativity?

Maximum Points Possible: 10. Score 3

Total Possible Points: 50 Points

Total Score: \_\_\_\_\_

Recommendations to applicant: Concerned that it will be ready  
by May 2-5, 2024 - Love the spin off idea -  
Get buyers here

### SCORING

The proposal process is two-part; a written proposal and oral presentation. Both parts must be completed to be considered for funding. Each part is worth 50 points. Applicants scoring less than 70 points will not have an opportunity to be funded.

1                                   **CITY OF SANTA FE, NEW MEXICO**

2                                   **RESOLUTION NO. 2012-70**

3                                   **INTRODUCED BY:**

4  
5                                   Councilor Wurzbarger

6                                   Councilor Ives

7  
8  
9  
10                                  **A RESOLUTION**

11   **DIRECTING STAFF TO ENERGIZE SANTA FE TOURISM BY PREPARING A PROCESS**  
12   **FOR FUNDING AND OTHER ASSETS TO ESTABLISH EVENT ATTRACTIONS THAT**  
13   **WILL BRING A NEW GENERATION OF TRAVELER TO SANTA FE.**

14  
15       **WHEREAS**, Santa Fe is a popular tourist destination and its economy is dependent on  
16   tourism revenue; and

17       **WHEREAS**, data from recent years show that the median age of tourists in Santa Fe is  
18   increasing, and is thus unsustainable; and

19       **WHEREAS**, current travel trends indicate tourists travel to events rather than locations; and

20       **WHEREAS**, tourists in the age range of 35-56 can help establish a vibrant community for  
21   entrepreneurs and other talent who will further enhance Santa Fe's economy; and

22       **WHEREAS**, throughout the country, events like South by Southwest in Austin, TX, attract  
23   tourism and have proven to be a valuable community and economic development tool; and

24       **WHEREAS**, Santa Fe has events that have proven to be powerful attractions for tourists like  
25   Indian and Spanish Market, Fiestas de Santa Fe, the Wine and Chile Festival and ArtFeast; and

1           **WHEREAS**, the City needs to make investments to attract tourists who are in the age range  
2 of 35-56 in order to sustain the tourism industry, leverage key Santa Fe brand assets, including:  
3 culture and history, cuisine, natural beauty/outdoors and Art.

4           **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
5 **CITY OF SANTA FE** that staff shall work jointly with Santa Fe County to develop a process and  
6 criteria to use existing funds, to fund up to three new or emerging events each year, for a minimum of  
7 three years. The criteria for such events shall include, at a minimum that:

- 8           • The events shall take place in the off-season or shoulder season of Santa Fe's tourism  
9           calendar
- 10          • Funding and planning of the events shall be public/private partnerships that seek to attract  
11           tourists younger than 56 that are on message with Santa Fe's overall marketing effort as  
12           demonstrated by the Santa Fe Convention and Visitors Bureau
- 13          • The events shall exhibit potential to build national excitement, recognition of happenings  
14           and brand assets that support creative and cultural tourism in Santa Fe, including but not  
15           limited to culture, art, history, food, natural beauty and outdoor activities
- 16          • Activities shall be integrated with other local destination marketing organizations (DMO)  
17           and demonstrate sustainability beyond the funded period.


18           **BE IT FURTHER RESOLVED** that the objective of the Governing Body is to add five off-  
19 season weeks to the tourism calendar that will bring in a total of \$10 million in new annual revenue.

20           **BE IT FURTHER RESOLVED** that prior to the implementation of the plan outlined in this  
21 resolution, staff shall:

- 22           1.     Present the proposed plan, along with a fiscal impact report, to the Occupancy Tax  
23           Advisory Board (OTAB), the director of the Convention and Visitor's Bureau (CVB)  
24           and the private sector for review and recommended amendments to the plan.
- 25           2.     Thereafter, the proposed plan, a fiscal impact report, the OTAB minutes, a memo

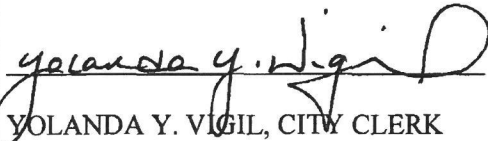
1 from the CVB Director, any input received from the private sector and  
2 correspondence between City staff and County staff ensuring that the City and  
3 County are working jointly on the plan and the implementation of the plan shall be  
4 presented to the Finance Committee for approval.

5 PASSED, APPROVED and ADOPTED this 25<sup>th</sup> day of July, 2012.

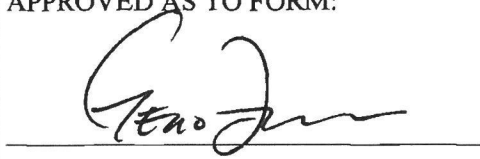
6   
7

8 DAVID COSS, MAYOR  
9

10 ATTEST:

11  
12   
13 YOLANDA Y. VIGIL, CITY CLERK

14 APPROVED AS TO FORM:

15   
16  
17 GENO ZAMORA, CITY ATTORNEY  
18  
19  
20  
21  
22  
23  
24

25 M/Melissa/Resolutions 2012/event tourism



# SWAIA - OTAB contract Packet 2 21 25

Final Audit Report

2025-02-21

Created:	2025-02-21
By:	Shirley Spencer (sjspencer@santafenm.gov)
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2025-02-21 - 6:45:23 PM GMT- IP address: 104.47.65.254
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# SWAIA - OTAB contract Packet 2 21 25\_

Final Audit Report

2025-03-13

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-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
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**Signature:** XAVIER VIGIL  
XAVIER VIGIL (Mar 21, 2025 10:09 MDT)

**Email:** xivigil@santafenm.gov

# 25-0107 Southwest Association of American Indian Arts

Final Audit Report

2025-03-21

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