



The Purchasing Memo

Date: November 26, 2025

To: Mark Scott, City Manager

From: Randy Randall, TSF Executive Director 
Randy Randall (Nov 26, 2025 13:14:26 MST)

Subject: OTAB Funding Award – Santa Fe Pro Musica

Vendor Name: Santa Fe Pro Musica Inc.

Munis Vendor Number: 1659

ITEM AND ISSUE:

TOURISM Santa Fe respectfully requests your review and approval of a professional contract in the total amount of \$5,000 – not to exceed for the awarded Occupancy Tax Advisory Board (OTAB) funding support for the advertising to promotion and management of event Pro Musica- Southwest Premier Bach Festival for a term of one year with Pro Muscia Inc.

CONTRACT NUMBER:

FY26 Munis Contract #3260278

BACKGROUND AND SUMMARY:

Per Resolution 2012-70: Every calendar year TOURISM Santa Fe/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.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Lodgers Tax Fund/213

Munis Org Name/Number: VSF Programs & Events/2130523

Munis Object Name/Number: Grants & Services/510400

Budget Officer / Designee: Andy Hopkins Date: 11/26/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

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

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montaño **Date:** 12/01/2025

CPO Comment/Exceptions: NMSA 13-1-125

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Treasury/Point of Sale 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
- Vendor Application signatures
- Resolution 2012-70
- Certificate of Liability Insurance (COI)
- Professional Services Contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2025

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).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 400 Kiva Court Santa Fe NM 87505	CONTACT NAME: Client Service Team	
	PHONE (A/C, No, Ext): 833-391-6524	FAX (A/C, No):
E-MAIL ADDRESS: SelectClientService@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United States Liability Insurance Company		25895
INSURER B: ACE Property & Casualty Insurance Co		20699
INSURER C: Trumbull Insurance Company		27120
INSURER D:		
INSURER E:		
INSURER F:		

INSURED Santa Fe Pro Musica, Inc. SANTFEP-09
 1512 Pacheco St, #D201
 Santa Fe, NM 87505

COVERAGES **CERTIFICATE NUMBER:** 2089030777 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	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:	Y	SERNMD956036093N	9/15/2025	9/15/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		SERNMD956036093N	9/15/2025	9/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	83WECBS9BHD	9/27/2025	9/27/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B A	Privacy & Data Breach Liability Directors & Officers Employment Practices Liability	N/A	SERNMD956036093N 83KDFDW3YQY /NDO1073908O	9/15/2025 7/1/2025	9/15/2026 7/1/2026	Limit / Retention \$50,000 / \$1,000 Limit / Retention \$1,000,000 Limit / Retention \$1M / \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BOP-47635a (07/16) Businessowners Liability Enhancements Endorsement
Santa Fe City is included as Additional Insured as respects General Liability, Auto Liability and Umbrella Liability policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER Santa Fe City 2931 Rufina St. Santa Fe NM 87504-0909	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

Santa Fe Pro Musica Inc. OTAB 2026

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and Santa Fe Pro Musica Inc., hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, Section 13-1-125, Small Purchase; and

WHEREAS, the CPO has determined that is contract qualifies as a “small purchase” under the procurement code, NMSA 1978, section 13-1-125.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. SCOPE OF WORK

The Contractor shall provide the following services for the City as recommended by the Santa Fe Occupancy Tax Advisory Board:

- A. The Contractor shall manage the promotion and all advertisements, including social media, for the event: Southwest's Premier Bach Festival ("Event"). The event is scheduled to take place from December 18th to 30th, 2025.
- B. Contractor shall develop a concept, and design a brochure for the Event including all project materials, printing and distributing of the brochure, and obtaining best prices.
- C. Contractor may subcontract with a third party to manage the Event The subcontract can only be for up to \$2,000.
- D. Contractor shall provide periodic reports to the Santa Fe Occupancy Tax Advisory Board, at least quarterly listing the expenditures for those periods. Funds provided to the Contractor shall be maintained in a separate account established for the 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 Southwest's Premier Bach Festival for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.
- B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. COMPENSATION

- A. The City shall compensate the Contractor for the services described in the scope of work, the City agrees pay the Contractor a total compensation of \$5,000.00, inclusive of New Mexico Gross Receipts Tax levied at the rate of 8.1875%.
- B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.
- C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.
- D. Extended Payment Terms for Grant-Funded Contracts. For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. TERM

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate 1 year from the date of signature unless terminated pursuant to the Termination and Appropriations articles below. A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. TERMINATION

- A. Grounds. The City may terminate this Contract 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 Contract based upon the City's uncured, material breach of this Contract.
- 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 Contract 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 Contract 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 Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph "Appropriations", of this Contract.
- C. Liability. Except as otherwise expressly allowed or provided under this Contract, 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 Contract. 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 CONTRACT.*

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. 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, NMSA 1978, Chapter 10, Article 16.
- 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 Contract 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 "Term" herein, or to agree to the reduced funding.

15. ENTIRE AGREEMENT

This Contract, 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 Contract, 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 Contract, and the related Exhibits and Schedules, the statements in the body of this Contract 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

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.

22.1. 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.

22.2. 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.

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, NMSA 1978, Section 41-4-1, et. seq., 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:

<u>To the City:</u> Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Tourism Administrative Manager 201 West Marcy St. Santa Fe, NM 87501 sjspencer@santafenm.gov (505) 955-6208	<u>To the Contractor:</u> Santa Fe Pro Musica Inc. Thomas O'Connor 1512 Pacheco Street, Ste D201 Santa Fe, NM 87505 oonner@sfpromusica.org 505-988-4640
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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 Contract, 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 Contract and under law or equity.

32. EQUITABLE REMEDIES

The Contractor acknowledges that its failure to comply with any provision of this Contract 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 Contract 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 Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract 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 Contract.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO FOLLOW]

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 - APPROVAL

CONTRACTOR – SANTA FE PRO MUSICA INC.

Mark Scott
Mark Scott (Dec 17, 2025 20:11:31 PST)

Thomas O'Connor
Thomas O'Connor (Nov 25, 2025 14:58:40 MST)

SIGNATURE

SIGNATURE

Mark Scott

Thomas O'Connor

FULL NAME

FULL NAME

City Manager

Exec. Director

TITLE

TITLE

12/17/2025

Nov 25, 2025

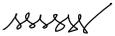
DATE SIGNED

DATE SIGNED

01178808009

NMBTIN#

ATTEST



SIGNATURE

~~Andréa Salazar~~ Gerilyn Cardenas

FULL NAME

~~City Clerk~~ Interim City Clerk

TITLE

DATE SIGNED

Approved to form and legal sufficiency by:

Ruby Crews
Ruby Crews (Nov 26, 2025 08:10:02 MST)

SIGNATURE

Ruby Crews

FULL NAME

Assistant City Attorney

TITLE

Nov 26, 2025

DATE SIGNED

APPROVED FOR FINANCES

Emily K. Oster

SIGNATURE

Emily Oster

FULL NAME

Finance Director

TITLE

12/17/2025

DATE SIGNED

APPLICATION FOR OCCUPANCY TAX FUNDING ASSISTANCE

Date of Application: September 19, 2025
Applicant Name & Title (who will sign the contract): Thomas O'Connor, Executive Director
Contact Name (if different): Sarah Schmenke, Development Manager
Contact Numbers: (Office) 505.988.4640 (Mobile) 724.510.1561 (Fax) —
Contact Email: development@stpromusica.org
Organization Name: Santa Fe Pro Musica
Organization Address: 1512 Pacheco Street, Suite D201
Phone Numbers: (Office) 505.988.4640 (Mobile) 505.670.7866 (Fax) —
Event Name: The Southwest's Premier Bach Festival
Proposed Event Dates: December 18, 19, 20, 21^{x2}, 28+29, 2025

Check Box: New Event Existing Event

Amount, if any, previously funded by OTAB:

Year	Amount
<u>-</u>	\$ <u>-</u>
<u>-</u>	\$ <u>-</u>
<u>-</u>	\$ <u>-</u>

Event Location Address:
107 W. Palace Ave, Santa Fe, NM 87501 (St. Francis Auditorium in the New Mexico Museum of Art)
211 W. San Francisco St, Santa Fe, NM 87501 (Lensic Performing Arts Center)

Federal Tax I.D. Number: 85-0283203 Tax Exempt: Yes No

City of Santa Fe Business License Number: 56289

Amount Requested \$ _____

Mark One:

Tourism Related Event
High Impact Public Relations Event


Applicant's Signature

9/19/25
Date

Development Manager, Santa Fe Pro Musical
Title/Position

APPLICATION FOR OCCUPANCY TAX FUNDING ASSISTANCE
REQUIRED

***Acknowledgement Certificate:**

State of New Mexico

County of Bernalillo

On this 18 day of September, 2025, I Sarah Schwenke certify that the information submitted for the Occupancy Tax Funding Assistance Application is true, exact and complete.

[Signature]

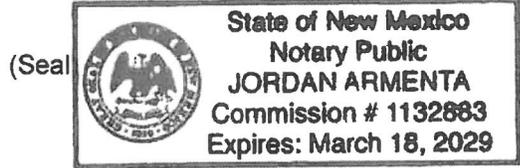
Acknowledger's Signature

Development Manager / Santa Fe Pro Musica

Title/Position

Subscribed and sworn before me this 18 day of September, 2025

By Sarah Schwenke



[Signature]

Notary Public
My commission expires: 3-18-2029

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

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

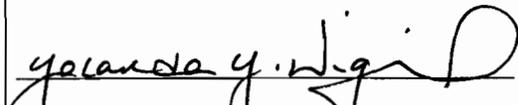
1 from the CVB Director, any input received from the private sector and
2 correspondence between City staff and County staff ensuring that the City and
3 County are working jointly on the plan and the implementation of the plan shall be
4 presented to the Finance Committee for approval.

5 PASSED, APPROVED and ADOPTED this 25th day of July, 2012.

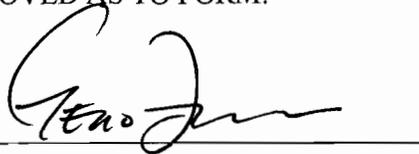
6 

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

From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [SPENCER, SHIRLEY J.](#); [Purchasing DET](#)
Cc: [RANDALL, RANDY](#)
Subject: RE: OTAB Contracts
Date: Friday, October 24, 2025 5:11:51 PM
Attachments: [image001.png](#)

Greetings,

This determination classifies the scope of work as *Professional Services*. It pertains solely to this classification and does not assess whether the scope of work or procurement method complies with all applicable legal standards. I reserve the right to revise this determination should there be any changes to the scope of work from what was originally submitted. The procurement process must adhere to the policies and procedures outlined by the City of Santa Fe, Central Purchasing, the Procurement Manual, and all relevant state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) *if* this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
 - Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clromero@santafenm.gov. Request signature from: clromero@santafenm.gov
 - IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov; Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
 - Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
 - Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
 - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
 - Emergency Related Purchases – questions oem@santafenm.gov and. Request signature from: klmorgan@santafenm.gov
 - Asset over \$5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the current and appropriate templates and forms are used, they can be found on the intranet https://intranet.santafenm.gov/finance_1 and OpenGov: <https://procurement.opengov.com/governments/1784201/projects> and documented [procedures/laws/rules](#) are followed.
- When processing this procurement, please ensure the procurement number issued by

Munis 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 13-1-117.1, 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 must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
 - [Pavilion: Free Cooperative Contract Search for Governments](#) (please work with Purchasing if you think you find an existing or cooperative contract that might work)
- Submit via [Submit Purchase Requests](#) or the appropriate email address:
 - Determination requests to purchasing_det@santafenm.gov
 - All other requests to purchasing@santafenm.gov

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

 [Book time to meet with me](#)

Regards,

Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer

200 Lincoln Avenue

Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] <https://santafenm.munisselfservice.com/vss/>

[We Are Live With OpenGov] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



“A journey of a thousand miles begins with a single step” ~ Lao Tzu

From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Friday, October 24, 2025 11:14 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: FW: OTAB Contracts

Hi Travis,
Following up on this determination.....
Thanks!

Shirley

From: SPENCER, SHIRLEY J.
Sent: Monday, October 20, 2025 1:48 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>; Purchasing DET <purchasing_det@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: OTAB Contracts

Hi Travis,

I need a determination for FY26 OTAB Grant contracts that happen every year. Can I use the same determination from prior years? See attached.

We have a total of 8 – each between 5k – 40K so they will be small purchases as the procurement method

Here is the scope of work for all contracts:

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

- A. The Contractor shall manage the promotion, all advertisements including, social media of event: (‘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 of this contract will be reimbursed to a maximum of \$4,000.
- D. Contractor shall provide periodic reports to the 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.

Thanks!

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

Signature: *Erika Quintana*

Email: efquintana@santafenm.gov