THE CITY OF SANTA FE

ARTS COMMISSION

REQUEST FOR QUALIFICATIONS # '15/02/RFQ

1% Lodgers' Tax: Special & New Projects

for projects taking place between July 1, 2015 and June 30, 2016

Closing Date: Monday, March 9, 2015, 5:00 PM MST

City of Santa Fe Arts Commission
201 West Marcy St.
(Inside Community Convention Center)
Post Office Box 909
Santa Fe, NM 87504-0909
Voice: 505.955.6707
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www.SantaFeArtsCommission.org

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Example of City of Santa Fe Professional Services Agreement for Funding ..... A

APPLICATION SCHEDULE

1.	Issuance of RFQ	Friday, January 9, 2015
2.	Pre-application technical workshop	Monday, January 26, 2015@11AM Nambe Room Santa Fe Community Convention Center 201 W Marcy St.
3.	Receipt of applications	**Monday, March 9, 2015** **5 PM MST** Submitted online through CultureGrants available at http://santafenm.culturegrants.org
4.	Grant review panel meetings	Wednesday, April 29, 2015
5.	Arts Commission review meetings	Friday, May 1, 2015
6.	Arts Commission award recommendations	Monday, May 11, 2015
8.	Recommendations of awards to the City Manager	Thursday, June 11, 2015
10.	Effective date of contract	July 1, 2015
11.	Completion of Contract Year	June 30, 2016

DATES OF CONSIDERATION BY PANELS, COMMITTEES AND CITY MANAGER ARE TENTATIVE AND SUBJECT TO CHANGE WITHOUT NOTICE.

ELIGIBILITY

Organizations considering applying for funding for the first time are encouraged to contact the Arts Commission at (505) 955-6707 prior to submitting an application. Arts Commission staff is available to help ensure that both an organization and project are eligible for funding, as well as to provide guidance regarding in which funding program to apply.

Organizational Eligibility

Potential applicants should carefully review the follow requirements to determine their eligibility:

- With rare exception, only Santa Fe-based organizations will be funded.
- Generally, only organizations with a mission that includes the arts will be funded.
- Projects must take place in the northern portion of Santa Fe county (i.e. Madrid/Galisteo to northern boundary of county)
- Organizations must be a federally recognized nonprofit with an IRS 501(c)3 status; a public agency (as defined in NMSA Section 11-1-1 or any county, state or education institution specified in Article 12, Section 11 of the NM Constitution.); or apply through a fiscal agent. (See "Using a Fiscal Agent" below.)
- Organizations must have a State of New Mexico Incorporation Certificate as a domestic or foreign nonprofit corporation and be in good standing with the State.
- Organizations must have had their nonprofit status and State of New Mexico Incorporation Certificate for at least two years prior to the application deadline or apply through a fiscal agent. (See "Using a Fiscal Agent" below.)
- Organizations must have a current City of Santa Fe business registration number.
- City of Santa Fe-operated programs are not eligible.

<u>Using a Fiscal Agent</u>
An organization that does not have its nonprofit status and/or NM Incorporation Certificate, or has had either for less than two years, may apply through a fiscal agent, provided the fiscal agent meets all the eligibility requirements. The fiscal agent becomes legally responsible for the completion of the project, submission of all reports, as well as receipt and proper management of Arts Commission funds.

The fiscal agent's role is strictly administrative; it is not a partner or collaborator in the programmatic or artistic content of the project. The donation of goods or services by the fiscal agent (such as in-kind space rental or administrative services) may be included as part of the applicant/fiscal agent relationship. In instances where the relationship between applicant and fiscal agent extends beyond these parameters, the eligible organization must submit the application for funding under its own name.

Project Eligibility

The intent of the City of Santa Fe Arts Commission's funding is to support the presentation of artistic content to the general public. We do not provide general operating funds or funding to support ancillary, non-arts-based programs. Examples of public presentations include performances, productions, exhibitions, art markets, fairs and festivals (i.e. indoor or outdoor community celebrations of the arts), and workshops or conferences. All public presentations must be open and accessible to the general public.

What Cannot Be Funded

The Arts Commission cannot fund certain projects and project elements. These include:

- Demonstration and master classes
- Scholarships and fellowships
- Closed subscription series
- Projects which are part of a post-secondary academic degree program
- Awards (ribbons, trophies, prizes, etc.)
- Deficits and debt reduction (including finance charges, loan fees, etc.)
- Meals, catering, lodging or transportation
- Capital expenses (including the purchase of equipment or real property, labor or materials costs for renovations, remodeling or new construction, etc.)
- Tuition assistance for college, university or other post-secondary formal course work
- Fund-raising (events, personnel, merchandise, invitations, etc.)

In many instances, the larger project budget or organizational budget may include some of these elements; however, Arts Commission funds cannot be applied toward these costs.

Collaborative projects

Through its funding programs, the Arts Commission wishes to encourage and support projects that are collaborative in nature. However, applications for collaborative projects must meet all the funding guidelines and policies. Therefore, applications that involve projects, programs and events that have already been funded during the same year cannot be accepted. Further, applications in which a Community Arts Promotion -funded organization is a primary partner are not eligible for funding.

For further information, contact the Arts Commission at (505) 955-6707.

1% Lodgers' Tax Eligibility

Funding for these programs is authorized by the City of Santa Fe Ordinance No. 1987-45, which earmarks 1% of the Lodgers' Tax for the "promotion and advertising of nonprofit attractions and nonprofit performing arts in Santa Fe." NMSA "Lodgers' Tax Act" (3-38-21) authorizes a municipality to use tax proceeds to defray costs of advertising, publicizing and promoting tourism attractions within the area. Therefore, **eligible organizations must play a role in promoting tourism and apply the funding received primarily towards the project's promotional, advertising and marketing costs**. All projects must take place between July 1, 2015 and June 30, 2016. Organizations may apply for funding through only one program.

Special & New Projects

The Special & New Projects Program (SNPP) is for applicants new to the 1% Lodgers' Tax. SNPP funds arts events presented by nonprofit arts organizations that play a role in promoting tourism and demonstrate high artistic standards. Projects that are not annual or part of a seasonal series are also eligible through this program.

SNPP allows organizations to establish themselves in the 1% Lodgers' Tax funding category before applying in the Community Arts Promotion Program (CAPP). Organizations are required to be funded in SNPP for at least two years before applying in CAPP, and must apply in CAPP after three years of SNPP funding.

Applications are limited to requests of $10,000 or less. Funding contracts will be let to successful applicants for services to be provided during one City fiscal year (July 1 through June 30).

Community Arts Promotion-- NOT CURRENTLY ACCEPTING APPLICATIONS
(This program is only open to applicants that have previously been funded through the Special & New Projects Program category for at least two years.)

The Community Arts Promotion Program (CAPP) solicits contractual services from significant nonprofit arts organizations that play a role in promoting tourism and demonstrate high artistic standards. Funding contracts will be let to successful applicants for services to be provided during a single City of Santa Fe fiscal year (July 1 to June 30.) Contracts are then renewable for a second consecutive City fiscal year, provided the recipient continues to meet all eligibility requirements and renewal criteria, and pending available funding.

Applications are limited to requests of $100,000 or less.

Organizations should consider a variety of factors when determining how much funding to request. These factors include: need, capacity, previous funding history and organizational budget size. The following general guidelines are based on an annual organizational budget.

Recommended Maximum Funding Requests:

Annual Organization Budget	Maximum Funding Request
$15 million and above	$100,000
$5 million to $14.9 million	$75,000
$1 million to $4.9 million	$62,500
$500,000 to $999,999	$35,000
$100,000 to $499,999	$25,000
$99,999 and under	$10,000

Applicant organizations electing to request funding in excess of the recommended amount must provide compelling, factual evidence of the need for such funding.

"What if my project does not play a role in promoting tourism?"
The Community Arts Development Program (CADP) funds community-based organizations and projects of high artistic quality that provide arts services to the local community, with an emphasis on projects that bring the community together to celebrate the diversity of artistic heritage. Education through the arts projects in schools and other settings are eligible to apply.

Funding requests are limited to $6,000 or less. The next application deadline is Monday, March 9, 2014. To apply for CADP, please contact the Arts Commission at (505) 955-6707.

SCOPE OF SERVICES

Organizations who receive contracts for funding shall provide the following services to the City:

- Promote and advertise nonprofit attractions and nonprofit performing arts in Santa Fe through the presentation and production of the project described in Exhibit "A" attached hereto and incorporated by reference in response to a Request for Qualifications issued by the City on January 9, 2015.
- Promote and market the project locally, regionally, nationally and/or internationally through media coverage and placements that emphasize target markets and demonstrate evidence of attracting audiences.
- Promote and market the City by utilizing the City's arts logo and credit line on all printed promotional material related to the project.

- Improve marketing effectiveness by providing Santa Fe businesses with opportunities to tie-in to cultural events in Santa Fe by attracting audiences.
- Encourage the cultural development of Santa Fe by maintaining high standards of artistic excellence as demonstrated by an ongoing series of performances, exhibitions and/or services.
- Strengthen the position of the arts as an integral part of Santa Fe by:
  - Providing cultural benefits and preserving the artistic identity of Santa Fe; and
  - Providing educational programs and opportunities; and
  - Providing access to new and underserved audiences.
- Demonstrate administrative competency through planning, quality programming and realistic budgeting.
- Attend a request for proposal technical assistance workshop conducted by the City of Santa Fe Arts commission prior to the termination date of this Agreement.
- Provide a final report to the City providing statistical and demographic information about audience attendance and the results of the project.

FUNDING REQUIREMENTS

Organizations receiving funding must comply with the following requirements. Potential applicants should carefully read through the requirements below to ensure they would be able to meet them if funded.

Matching Funds

Organizations must match the contract amount dollar-for-dollar. The type of matching funds required is based on the organization's annual cash operating budget as follows:

Over $100,000 = 90 percent cash and up to 10 percent in-kind
$100,000 to $25,000 = 50 percent cash and up to 50 percent in-kind
Less than $25,000 = any combination of cash and in-kind

Cash is defined as income generated through ticket sales, program advertising, budget allocations, fundraising, pledges, grants, miscellaneous contributions, memberships, etc.

In-kind is defined as contributed goods or services of value that are necessary for the project and for which the organization would have had to pay if they were not contributed.

Funds from other City of Santa Fe sources cannot be used as a match for Arts Commission funds.

Credit Line and Logo

All organizations funded by the Arts Commission must display the Arts Commission's credit line logo on all printed publicity, promotional and program materials related to the project. Failure to include the logo can result in the termination of the contract and the revocation of funding.

Reporting

Organizations are required to submit reports online through CultureGrants at http://santafenm.culturegrants.org. Ten percent of the total funding award will be withheld until acceptance of the final report by the Arts Commission.

There are no exceptions to the reporting requirements. Potential applicants may request a sample "Reporting Packet" to receive detailed information.

Failure to submit acceptable reports by the deadline will render an organization ineligible to apply for Arts Commission funding for a period of five (5) years from the due date of the report.

Evaluation
Organizations will be asked to provide a limited number of performance/event tickets to the Arts Commission for the purpose of evaluation and/or familiarity with the project.

Financial Records
Separate financial records related to the funded project must be maintained by the organization. These records must be kept on file during the contract period and for a minimum of three fiscal years after the end of the contract. They are subject to local, state, and federal audits at any time.

Audits
Organizations receiving more than $40,000 during any contract year must submit an independent financial audit within 180 days of the end of the organization's fiscal year. There are no exceptions to this requirement.

PAYMENT PROCESS

The City of Santa Fe does not pay for services until they are rendered. Partial payments may be requested during the contract period based on percentage of services that have been rendered. Staff reviews all requests before payments are made.

Ten percent of the total contract amount is withheld until the project is completed and required reports have been submitted and approved.

Please allow 30 days for the processing of all approved payment requests.

TECHNICAL ASSISTANCE WORKSHOPS & QUESTIONS

Technical assistance workshops are held prior to the application deadline. All organizations/groups considering submitting an application are strongly encouraged to attend. During the workshop, Arts Commission staff will provide important information about funding, the review process and completing an application. Please note that if your organization currently has a funding contract with the Arts Commission, an organizational representative is required to attend this workshop.

Additionally, Arts Commission staff is available throughout the application period to answer questions regarding the application and review process. Please direct your inquiries to: Debra Garcia y Griego degarcia@ci.santa-fe.nm.us or Anna Blyth ajblyth@ci.santa-fe.nm.us or by telephone at (505) 955-6707.

CRITERIA, SCORING AND FUNDING RECOMMENDATIONS

The Arts Commission staff reviews all applications for eligibility and completeness. Then a Grant Review Panel representing various areas of expertise and the Arts Commission review all eligible applications during separate meetings. (See "Proposal Schedule")

All applications are reviewed based on an established set of criteria. The criteria are weighted equally, based on a scale of 1 (low) to 5 (high).

Criteria

Evidence of Artistic and Administrative Quality
(Reviewed by Grant Review Panel)

Standards of artistic excellence

As demonstrated by:
Quality of artistic samples submitted
Qualifications/backgrounds of the key artistic personnel
Professional reviews

Administrative and financial capability

As demonstrated by:
Accuracy of the application materials
Qualifications/backgrounds of the key administrative personnel
Accuracy of financial information
Realistic project budget
Diversity of income sources and earned/unearned income mix
Stability of organizational budget from year to year

Quality of education program(s)

As demonstrated by:
Existence of specific educational programs or opportunities
Ability of programs to increase understanding of an artistic discipline, work of art or artist(s)
Extent to which educational programs are integrated into the larger project/organization
Qualifications/backgrounds of the key educational personnel
Quality of educational materials, if applicable

Evidence of Tourism Impact
(Reviewed by Arts Commission)

Artistic and/or cultural contribution to the community

As demonstrated by:
Ability to foster the creation, production, presentation and awareness of the arts in Santa Fe
Uniqueness of project content, presentation and/or concept including the presentation of new and original works

Outreach opportunities for the community

As demonstrated by:
Providing access to new and underserved audiences (i.e. ethnic, elderly, youth, etc.)
Public's ease of access to programs (i.e. location, cost, ability to serve special needs)
Use of strategies that encourage further participation in organization's programs

Attraction of tourists

As demonstrated by:

Estimated size, diversity and geographic location of the audience

Ability of the project to advertise and promote Santa Fe as a tourist destination

Promotion and marketing of the project locally, regionally, nationally and/or internationally

As demonstrated by:

Appropriateness of promotion and marketing to project and audience

Range of outlets utilized

Quality of marketing and promotional materials

Economic impact on the city

As demonstrated by:

Estimated expenditures directly related to project (i.e. admission, sales, etc.)

Estimated indirect expenditures related to the project (i.e. parking, meals, lodging, etc.)

Utilization of local artists and local businesses

Number of individuals employed by the organization, both full time and seasonal.

Scoring

The Grant Review Panel and Arts Commission each have up to 50 points to award an application. All reviewers' scores are added together and then divided by the number of reviewers scoring the application. This score is then multiplied by 10. The resulting Grant Review Panel and Arts Commission's scores are added together to arrive at the combined score and rank.

A minimum combined score of 70 points is necessary to be considered for funding in any category. Receiving the minimum score does not guarantee receipt of funding.

Funding Recommendations

Using the combined scores and rankings as a guide, the Arts Commission makes funding recommendations. These recommendations are then forwarded to the appropriate bodies for approval. All awards are based on the availability of tax dollars and funding.

SUMMARY OF APPLICATION FORMS, ATTACHMENTS, AND ENCLOSURES

A complete application consists of all online forms provided by the Arts Commission as well as required attachments and enclosures uploaded by the applicant. Arts Commission staff is available to answer any questions you may have. Please email degarcia@ci.santa-fe.nm.us or ajblyth@ci.santa-fe.nm.us or call (505) 955-6707.

The following is a list of the required online application forms, attachments and enclosures. The online application forms are completed online through http:/santafenm.culturegrants.org/. Required attachments and enclosures must be uploaded to the Support Material Form through the online application. Please see application for more information on accepted file types. Please note that the Arts Commission is not responsible for compatibility issues due to operating systems, platforms, programs or program versions.

Please use this as a checklist when preparing your online application.

The online application includes the following:

- ☐ Applicant Information
- ☐ Project Narrative
- ☐ Audience Demographics
- ☐ Promotion/Marketing
- ☐ Financial Information
- ☐ Support Material
- ☐ Certification/Submission

Provide upload the following to Support Material:

- ☐ Artistic and Administrative Biographies
- ☐ Board List
- ☐ Organizational Chart
- ☐ Organizational History
- ☐ IRS Exemption Letter
- ☐ Incorporation Certificate
- ☐ Fiscal Agent Agreement, if applicable
- ☐ Artistic Samples
- ☐ Promotional Samples, Reviews, and Educational Materials

The closing date for applications is **Monday, March 9, 2015 at 5:00 PM MST**

REQUEST FOR QUALIFICATIONS PURPOSES ONLY

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Promote and advertise nonprofit attractions and nonprofit performing arts in Santa Fe through the presentation and production of the project described in Exhibit "A" attached hereto and incorporated by reference in response to Request for Qualifications issued by the City on January 9, 2015.

B. Promote and market the project locally, regionally, nationally and/or internationally through media coverage and placements that emphasize target markets and demonstrate evidence of attracting audiences.

C. Promote and market the City by utilizing the City's arts logo and credit line on all printed promotional material related to the project.

D. Improve marketing effectiveness by providing Santa Fe businesses with opportunities to tie-in to cultural events in Santa Fe by attracting audiences.

E. Encourage the cultural development of Santa Fe by maintaining high standards of artistic excellence as demonstrated by an ongoing series of performances, exhibitions and/or services.

F. Strengthen the position of the arts as an integral part of Santa Fe by:

(1) Providing cultural benefits and preserving the artistic identity of Santa Fe; and

(2) Providing educational programs and opportunities; and

(3) Providing access to new and underserved audiences.

G. Demonstrate administrative competency through planning, quality programming and realistic budgeting.

H. Attend a request for proposal technical assistance workshop conducted by the City of Santa Fe Arts commission prior to the termination date of this agreement.

I. Provide a final report to the City providing statistical and demographic information about audience attendance and the results of the project.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed _____dollars ($), inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and deliverables received and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this

Agreement shall terminate 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.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and terminate on June 30, 2016, unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon ten (10) days written notice to the Contractor.

(1) Upon termination, the Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. 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 Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this contract.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written

consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The

Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing

both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services.

No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. MATCHING FUNDS

The Contractor may use the amount paid by the City pursuant to Article 3, herein, to meet matching requirements of federal or state government for the receipt of additional funds for those entities.

23. LOGO AND CREDIT LINE

A. The Contractor must include the City of Santa Fe Arts Commission logo on all printed publicity, promotion, and program materials applicable to this Agreement. In immediate proximity to the logo, the following credit line must be clearly visible and readable: "Partially funded by the City of Santa Fe Arts Commission and the 1% Lodgers' Tax."

B. Failure to provide the appropriate credit line and use of logo can result in termination of this Agreement.

24. OPTION TO RENEW

Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for one additional year. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

25. NOTICES

Any notice required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:

Arts Commission
PO Box 909
Santa Fe, NM 87504-0909

Contractor:

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

_____
BRIAN K.SNYDER,
CITY MANAGER

DATE:_____

CONTRACTOR:

_____
NAME & TITLE

DATE:_____

CRS #_____
City of Santa Fe
Business
Registration #_____

ATTEST:

_____
YOLANDA Y. VIGIL,CITY CLERK

APPROVED AS TO FORM:

MDM 12/22/14
KELLEY A. BRENNAN, CITY ATTORNEY
APPROVED:

_____
OSCAR RODRIGUEZ,
FINANCE DIRECTOR

_____
BUSINESS UNIT/LINE ITEM