



THE CITY OF SANTA FE  
ARTS COMMISSION

**REQUEST FOR QUALIFICATIONS # '15/03/RFQ**

**Community Arts Development**

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  
Fax: 505.955-6685  
[www.SantaFeArtsCommission.org](http://www.SantaFeArtsCommission.org)

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## APPLICATION SCHEDULE

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|-----|--|---|
| 1.  | Issuance of RFQ                                  | Friday, January 9, 2015   |
| 2.  | Pre-application technical workshop               | Monday, January 26, 2015@1PM<br>Nambe Room<br>Santa Fe Community Convention Center<br>201 W Marcy St.   |
| 3.  | Receipt of applications                          | <b>Monday, March 9, 2015</b><br><b>5 PM MST</b><br>Submitted online through CultureGrants available at<br><a href="http://santafenm.culturegrants.org">http://santafenm.culturegrants.org</a> |
| 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  |
| 7.  | Recommendations of awards to the<br>City Manager | Thursday, June 11, 2015   |
| 10. | Effective date of contract                       | July 1, 2015  |
| 11. | Completion of Contract 1 <sup>st</sup> 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.

### Using a Fiscal Agent

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.

### **Community Arts Development Program**

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.

Informal groups who would like to apply for funding are encouraged to do so utilizing the services of a fiscal agent.

Funding requests are limited to \$6,000 or less.

### “What if my project is not community- or education-based?”

Through the 1% Lodgers’ Tax funding category, the Arts Commission provides for funding for organizations that demonstrate high artistic quality and promote tourism. **Organizations must play a role in promoting tourism to be eligible use 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. For more information about 1% Lodgers’ Tax funding, please email [degarcia@ci.santa-fe.nm.us](mailto:degarcia@ci.santa-fe.nm.us) or [ajblyth@ci.santa-fe.nm.us](mailto:ajblyth@ci.santa-fe.nm.us) or call (505) 955-6707.

Organizations may apply for funding through only one program.

## SCOPE OF SERVICES

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

- Required services to present projects of high artistic quality that provide art services to the local community through the presentation and production of the projects as described in Exhibit “A,” referenced herein in response to a Request for Qualifications issued by the City on January 9, 2015.
- Promote and market the City by utilizing the City’s arts logo and credit line on all printed promotional material related to the project.
- Promote and market the project locally and regionally and demonstrate evidence of attracting audiences.
- Presentation of arts educational programs and opportunities for the Santa Fe community that increase understanding of the project’s artistic discipline or work of art.
- Encourage the cultural development of Santa Fe through maintaining high standards of artistic excellence as demonstrated by the presentation of performances, exhibitions and/or services.
- Strengthen the position of the arts as an integral part of Santa Fe by:
  - Providing cultural benefits and contributing to the artistic identity of Santa Fe; and
  - Providing access to new and underserved audiences.
- Demonstrate administrative competency through planning, quality programming, and realistic budgeting.
- Attend a request for proposals technical assistance workshop conducted by the 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 at [degarcia@ci.santa-fe.nm.us](mailto:degarcia@ci.santa-fe.nm.us) or Anna Blyth at [ajblyth@ci.santa-fe.nm.us](mailto:ajblyth@ci.santa-fe.nm.us) or telephone (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 public meetings. (See “Proposal Schedule” above.)

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

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 Community Impact

(Reviewed by Arts Commission)

##### **Cultural impact on 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.)

The 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

### **Promotion and marketing of the project to the community**

*As demonstrated by:*

Appropriateness of promotion and marketing to project and audience

Range of outlets utilized

Quality of marketing and promotional materials

## **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. Please read through the application materials prior to beginning the application. Arts Commission staff is available to answer any questions you may have. Please email [degarcia@ci.santa-fe.nm.us](mailto:degarcia@ci.santa-fe.nm.us) or [ajblyth@ci.santa-fe.nm.us](mailto: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 Support Material 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 application.

The online application includes the following:

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

Please upload each of the following:

- 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

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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. Required services to present projects of high artistic quality that provide art services to the local community through the presentation and production of the projects as described in Exhibit "A," referenced herein in response to a Request for Qualifications issued by the City on January 9, 2015.

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

C. Promote and market the project locally and regionally and demonstrate evidence of attracting audiences.

D. Presentation of arts educational programs and opportunities for the Santa Fe community that increase

understanding of the project's artistic discipline or work of art.

E. Encourage the cultural development of Santa Fe through maintaining high standards of artistic excellence as demonstrated by the presentation 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 contributing to the artistic identity of Santa Fe; and

(2) Providing access to new and underserved audiences.

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

H. Attend a request for proposals technical assistance workshop conducted by the 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 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) 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. 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:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

CITY OF SANTA FE:

CONTRACTOR:

\_\_\_\_\_  
BRIAN K. SNYDER,  
CITY MANAGER

\_\_\_\_\_  
(Name & Title)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS # \_\_\_\_\_  
City of Santa Fe  
Business  
Registration # \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL,  
CITY CLERK

APPROVED AS TO FORM:

*ADM* *12/22/14*  
\_\_\_\_\_  
KELLEY A. BRENNAN,  
CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ,  
FINANCE DIRECTOR

\_\_\_\_\_  
BUSINESS UNIT/LINE ITEM