



<b>ACTION SHEET</b> <b>CITY COUNCIL COMMITTEE MEETING OF 06/11/14</b> <b>ITEM FROM FINANCE COMMITTEE MEETING OF 06/02/14</b>
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**ISSUE:**

13. Request for Approval of Professional Services Agreement – 1% Lodgers’ Tax Funding for Community Arts Promotion Program (RFP #14/19/P); Thirty (30) Various Vendors. (Anna Blyth and Randy Randall)

**FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM**

Requested approval of professional services agreement for 1% Lodgers’ Tax funding for Community Arts Promotion Program (RFP #14/19/P) with thirty (30) various vendors in the total amount of \$702,090.00. Budget is available in 1% lodgers’ tax fund.

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	Excused		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCMissue

# City of Santa Fe, New Mexico

# memo

**DATE:** May 22, 2014

**TO:** Finance Committee

**FROM:** Robert Rodarte, Purchasing Officer  
Purchasing Division *RR*

**VIA:** Marcos A. Tapia, Director  
Finance Department *MA*

**ISSUE:** Award of Request for Proposal # '14/19/P  
1% Lodger's Tax Funding: Community Arts Promotion Program

**SUMMARY:**

On March 6, 2014, thirty two proposals were received for the above referenced program.

The evaluation criteria consisted of standards of artistic excellence; administrative and financial capability; quality of education program(s); artistic and/or cultural contribution to the community; outreach opportunities for the community; attraction of tourists, promotion and marketing of the project regionally, nationally and/or internationally and economic impact on the city. The proposal was reviewed and evaluated by the Arts Commission panel and a review panel.

The using department has reviewed the proposals and recommends award to 30 eligible proponents, the eligible proponents are identified in using department's memo. Two of the RFP submittals did not receive the required minimum score. Contracts are renewable for a second year in the same amount for each contract.

Budget will be available FY 2014-15 and FY 2015-16 in account number 22103.56185 (Arts Commission - 1% Lodgers' Tax - Advertising), utilizing 1% Lodgers' Tax funds allocations in the amount of \$702,090.00.

**ACTION:**

It is requested that this recommendation of award to the 30 vendors, in the amount of \$702,090.00 annually for a two year term be reviewed, approved and submitted to the City Council for its consideration.

Attachment(s):



1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.
3. A copy of using departments tabulation score sheet.


# City of Santa Fe, New Mexico

# memo

**Date:** May 23, 2014

**To:** Finance Committee

**Via:** Randy Randall, Executive Director, Convention & Visitor's Bureau   
Debra Garcia y Griego, Director, Arts Commission 

**From:** Anna Blyth, Program Planner, Arts Commission 

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**Item & Issue:**

Request for Approval of Professional Services Agreements in 2014-15 1% Lodgers' Tax funds allocation with 30 various vendors (RFP #14/19/P).

**Background & Summary:**

City of Santa Fe Ordinance No. 1987-45 designates a one percent (1%) increment of the Lodgers' Tax to be used by the City for advertising, publicizing, promoting of tourist-related attractions, facilities and events, specifically as they relate to nonprofit art activities, and nonprofit performing arts. The Ordinance states that the funds shall be administered by the Arts Commission.

In carrying out its charge as established by the Ordinance, "City of Santa Fe RFP 14/19/P, 1% Lodgers' Tax: Community Arts Promotion Program" was issued on January 15, 2014. Thirty two eligible proposals were received by the March 6, 2014 deadline. The proposals were reviewed according to the criteria and scoring methodology established in the RFP. This including evaluation by two separate bodies. Two proposals failed to receive the minimum score necessary to receive funding.

Contract amount recommendations for the 30 eligible proposals were established by the Arts Commission at its May 12, 2014 meeting. The recommendations reflect the score and rank of the proponents as well as consideration of organizational budget size and the overall health of the arts community. Per the RFP, contracts are renewable for a second fiscal year in the same amount at the discretion of the City. A detailed list of the proposed contractors and contract amounts is included as Exhibit A. Project descriptions are included in Exhibit B.

These recommendations will be addressed by the Occupancy Tax Advisory Board at the Board's May 29, 2014 meeting. Any necessary updates will be forwarded to the Finance Committee.

**Action Requested:**

Please approve Professional Services Agreements with the thirty (30) recommended vendors utilizing 1% Lodgers' Tax funds allocations totaling \$702,090. Funds have been approved in fiscal year 2014-15 budget in business unit/line item 22103.561850.

**1% Lodgers' Tax: Community Arts Promotion Program  
City of Santa Fe RFP 14/19/P**

<b>Proponent</b>	<b>Score</b>	<b>Recommended Contract Amount*</b>
Aspen Santa Fe Ballet	93.50	34,375
Axle Projects	81.57	6,800
Center for Contemporary Arts of Santa Fe, Inc., The	87.25	28,000
Georgia O'Keeffe Museum	95.64	51,000
Institute of American Indian Arts	72.61	14,000
Lensic Performing Arts Center Corporation	90.75	50,000
Museum of New Mexico	95.36	45,000
Parallel Studios	87.06	12,500
Rancho de las Golondrinas, El	95.00	37,500
Santa Fe Chamber Music Festival, Ltd.	95.50	42,500
Santa Fe Children's Museum Inc	85.25	9,865
Santa Fe Community Orchestra	78.39	4,500
Santa Fe Concert Association	86.83	22,500
Santa Fe Desert Chorale	77.10	14,000
Santa Fe Independent Film Festival (Warehouse 21, Fiscal Agent	87.82	15,000
Santa Fe International Folk Art Market	93.85	34,375
Santa Fe Little Theatre Inc.	71.39	8,750
Santa Fe Opera, The	99.19	70,000
Santa Fe Pro Musica	84.56	11,250
Santa Fe Symphony Orchestra & Chorus, Inc., The	91.52	34,375
Santa Fe Teen Arts Center	71.44	8,750
Santa Fe Women's Ensemble, Inc.	71.25	4,000
SITE Santa Fe	91.65	27,500
Southwest Roots Music, Inc.	71.70	4,000
Southwestern Association for Indian Arts	87.85	31,250
Spanish Colonial Arts Society, Inc.	88.42	23,800
Teatro Paraguas	72.17	4,000
Theatre Grottesco North America Inc	77.08	10,000
Wheelwright Museum of the American Indian, The	87.00	31,250
Wise Fool New Mexico	83.81	11,250
<b>Total 1% LT Community Arts Promotion Program</b>		<b>702,090</b>

\*Per the RFP, contracts are renewable for a second fiscal year in the same amount at the desecration of the City.

**1% Lodgers' Tax: Community Arts Promotion Program  
City of Santa Fe RFP 14/19/P**

<p>Aspen Santa Fe Ballet</p>	<p>Aspen Santa Fe Ballet requests support for their 2014-2015 program of ticketed, public dance performances in Santa Fe, taking place at The Lensic. Aspen Santa Fe Ballet's contemporary ballet company will perform six mixed repertory programs, July 11-12, August 30, 2014 and winter/spring 2015. Five performances of ASFB's The Nutcracker will take place December 19-21, 2014. ASFB will present an additional performance by one highly-acclaimed guest company during the winter of 2014-2015. Juan Siddi Flamenco Santa Fe (a newly incorporated program of ASFB) will perform July 18 and 22, and August 3 and 9, with additional performances to be scheduled during the winter months. The project will draw more than 12,000 audience members to downtown Santa Fe.</p>
<p>Axle Project</p>	<p>Axle Project seeks support for exhibitions and performances that run throughout the year. Installation art in the gallery is experienced via a large plate-glass vitrine, and generally last four weeks. Works-on-paper are exhibited primarily during the summer months. The performance art series uses the mobile gallery and the surrounding outdoor space. Artists include both emerging and established New Mexico artists. Locations vary daily and include the Railyard, downtown, Canyon Road, and elsewhere. Additionally, they produce exhibitions on sidewalks, streets, buildings, and parks. Attendance for all exhibitions and performances is free to the public.</p>
<p>The Center for Contemporary Arts of Santa Fe, Inc.</p>	<p>The Center for Contemporary Arts of Santa Fe (CCA) requests support for programming at the CCA Cinematheque, which will provide more than 2,200 screenings and events, a total of 4,000 hours of programming, in two theaters during the period July 1, 2014 to June 30, 2015. Estimated attendance: 45,000. Programs include: Cinematheque Partners Programs (60-80 community/educational events presented with 20-30 collaborating organizations, estimated attendance 6,000); Premieres (2,000+ screenings of 50+ independent films from 12-15 countries, attendance 35,000+); Treasures from the Archive, (20+ restored classics, 100 screenings). The Cinematheque produces the "Science on Screen" series, provides free educational screenings to students, hosts 20+ presenting filmmakers each year, hosts lectures and panel discussions and is home to the Santa Fe Jewish Film Festival, Santa Fe Independent Film Festival, Santa Fe Film Festival and New Mexico Filmmakers Experience.</p>

<p>Georgia O'Keeffe Museum</p>	<p>The project includes five public art exhibitions: Georgia O'Keeffe and Ansel Adams: The Hawaii Pictures, February 7, 2014 – September 14, 2014 (overlaps 3.5 months with the grant cycle); Abiquiu Views (Garden Views, Patio Views, Ghost Ranch Views), February 4, 2014 – January 18, 2015 (overlaps 7.5 months with the grant cycle); Miguel Covarrubias: Drawing a Cosmopolitan Line, September 26, 2014 – January 18, 2015 (overlaps 4 months with the grant cycle); Modernism Made in New Mexico, September 26, 2014 – February 1, 2015 (overlaps 4 months with the grant cycle); O'Keeffe: Line, Color, and Composition, February 6, 2015 – June 30, 2015 (overlaps 5 months with the grant cycle); and public education and outreach programs for adults, children, youth and families including eight public lectures, free school tours, hands-on art workshops, films, and youth art exhibitions. All programs are in Santa Fe.</p>
<p>Institute of American Indian and Alaska Native Culture and Arts Development</p>	<p>IAIA seeks support for two programs. From August 15, 2014 thru December 31, 2014, four contemporary Native American artists will be featured at MoCNA. Ric Gendron, Da-ka-xeen Mehner, Mario Martinez and Courtney Leonard are leaders and innovators in their fields and their work tells the stories of Native America in a contemporary style. The second program "Shedding Skin"-a two-day live paint/public lecture program will occur September 20 &amp; 21, 2014. Yatika Starr Fields will paint the MoCNA pillars using a pop/graffiti art aesthetic. The public will be encouraged to ask questions about the creative process as it happens and then follow-up with nationally known Native Artists and academics to explore the direction of contemporary Native American art. The four one-person exhibitions give varying expressions of Native American identity within mainstream America, while "Shedding Skin" presents an inter-cultural dialogue that can be used as a catalyst to address questions about identity and Native American art.</p>
<p>Lensic Performing Arts Center Corporation</p>	<p>The Lensic seeks funding for Lensic Presents, their year-round series of programming in the performing arts that includes World Music, Under Construction-New Works in Progress, Big Screen Classics, The Met: Live in HD, National Theatre of London in HD, and Lensic Presents. From July 2014 through June 2015, the Lensic Presents series will consist of as many as 50 presentations in theater, music, dance, spoken word and lectures, all of which will take place at The Lensic Performing Arts Center in downtown Santa Fe.</p>

<p>Museum of New Mexico</p>	<p>The Museum of New Mexico seeks support to market and promote featured exhibitions and events that draw tourists and community-wide participation, such as: "Mundus Novus: David Bradley's New World Art", opening February 15, 2015 at Museum of Indian Arts and Culture (MIAC); "The Red That Colored the World", opening May 17, 2015 at Museum of International Folk Art; "Conversos, Crypto-Jews and the Expression of Complex Identity in New Mexico", opening at New Mexico History Museum (NMHM) on May 24, 2015; "Local Color: Judy Chicago in New Mexico 1984-2014", opening at New Mexico Museum of Art on June 6, 2014; "Turquoise, Water, Sky", opening a two year run at MIAC on April 20, 2014,; and "Painting the Divine: Images of Mary in the New World", opening June 28, 2014 at NMHM; and seasonal programs such as Christmas at the Palace, Arts Alive, annual holiday open houses, and Winter Celebration.</p>
<p>Parallel Studios</p>	<p>Parallel Studios seeks support for CURRENTS 2015: Santa Fe International New Media Festival. The main exhibition fills 31,000 sq. ft. of El Museo with video, New Media installations, multimedia performances, and computer and web-based work in an immersive environment of light, sound and image. Work ranges from small video sculptures to 400 sq. ft. installations and multimedia performances held in El Museo's 200 seat theater. Smaller exhibitions, digital dome screenings, experimental documentaries, panel discussions and workshops take place at venues throughout the city. Design, curation, and development of the festival a year-round.</p>
<p>Rancho de las Golondrinas, El</p>	<p>El Rancho de las Golondrinas requests support for programs from July 1, 2014 to June 30, 2015. They anticipate 58,000 visitors to eight major weekend Festivals, three special Living History programs and a three-part winter lecture series. The Programs presented include: The Civil War in New Mexico; Santa Fe Fiber Arts; Spring Festival; Herb &amp; Lavender Fair; Santa Fe Wine Festival; Viva Mexico; Summer Festival; Survival New Mexico; Fiesta de los Niño's; Renaissance Fair; and Harvest Festival.</p> <p>Up to 10,000 visitors will be admitted at no charge. More than 800 artists and performers will be involved, the majority from northern New Mexico. More than 600 volunteers will contribute an estimated 60,000 hours to the museum in the period.</p>



<p>Santa Fe Chamber Music Festival, LTD</p>	<p>The Santa Fe Chamber Music Festival seeks funding for promotion of its 42nd Season performances to be held July 20-August 25, 2014, at two historic, fully accessible Santa Fe venues: The Lensic Performing Arts Center and NM Museum of Art, St. Francis Auditorium. An audience of 17,000 will attend over 40 daytime and evening concerts of classical, romantic, baroque and contemporary music including three specially commissioned new works (with all three composers on hand as performers, and as participants in free pre-concert talks) plus four free youth concerts (including free bus service for youth groups) and free, open rehearsals, all featuring more than 80 nationally and internationally renowned musicians. SFCMF will also host its second annual Young American String Quartet Composers Workshop, with a new opportunity for the public to observe workshop sessions and a specially priced performance (\$5) of the young composers' newly minted works.</p>
<p>Santa Fe Children's Museum Inc.</p>	<p>Santa Fe Children's Museum (SFCM) seeks support to provide programs to the community and visitors from around the state and beyond, with exposure to the diversity of media of local artists, musicians, writers, and performers. The program will include programs led by SFCM educators such as a weekly acting program on Saturdays. SFCM is open seasonally, 5-7 days a week, with peak artist exposure during the heaviest travel season although artists are hired for 1-3 hour programs and events throughout the year. Artists will present their craft on Thursday evenings from September – May during "Try It Thursdays" and Mondays throughout the summer when children under the age of 16 receive free admission. Artists also present on Saturdays throughout the year. In addition, SFCM is inaugurating annual "Celebrate Local Artists" month in June 2013. Funds will also provide artists and publicity for SFCM's 30th Anniversary Celebration in February 2015.</p>
<p>Santa Fe Community Orchestra</p>	<p>The Santa Fe Community Orchestra will present the following free programs: Five free, high-quality concerts (classics, contemporary, rarely heard works; a world premiere by a NM composer; NM soloists, including Jesus Gachupin, guitar, &amp; Vic Perry, trumpet; October 12, 2014, December 14, 2014, March 1, 2015, April 19, 2015, June 7, 2015 at St. Francis Auditorium. Two free Anatomy of a Symphony Concert Previews with commentary by Music Director Oliver Prezant and musical illustrations by the SFCO. One Anatomy of a Symphony Lecture and Performance: November 23, 2014, St. Francis Auditorium. Two Side-by-Side programs for ca. 250 public school music students. Their fifth annual Composition Competition for emerging and established NM composers; prize includes world premiere performed by the SFCO. Three "New Works by NM Composers," readings will be held at Stieren Hall at The Santa Fe Opera.</p>

<p>Santa Fe Concert Association</p>	<p>The Santa Fe Concert Association will present 31 performances representing a broad spectrum of performing arts in 2014/2015. Highlights at the Lensic include: Stars of American Ballet (August 13 &amp; 14), Berlin Philharmonic Wind Quintet (October 12), the Globe Theater's production of "King Lear" (October 30), and in 2015 Grammy Award-winning pianist Andras Schiff (February 24), early music ensemble Les Violons du Roy (March 22), the Chamber Music Society of Lincoln Center (April 6) and the Academy of St. Martin in the Fields (May 11). Two Family Concerts in Fall 2014 (Sept 14 and November 2) and "Notes on Music" events (September 30, December 9 &amp; March 10) will be presented at the United Church of Santa Fe. The Grammy Award-winning Takacs Quartet (April 16), and violin/piano duo Christian Tetzlaff and Lars Vogt (May 7) will perform at St. Francis Auditorium. St. John's United Methodist Church will be the venue for four Festival of Song recitals in collaboration with the Santa Fe Opera (July 31, August 3, 8 &amp; 10) and three admission-free Community Opera performances (January 9, 10 &amp; 11) will be held at Greer Garson Theater.</p>
<p>Santa Fe Desert Chorale</p>	<p>The Santa Fe Desert Chorale seeks support for their 2014 Summer and Winter Festivals which comprise: The New World: Music of the Americas, July 10, 19, 25 &amp; August 2, Cathedral Basilica of St. Francis, Santa Fe; July 27, Cathedral Church of St. John, Albuquerque; Spanish Mystics July 17, 20, 24, 29, &amp; August 5, Loretto Chapel, Santa Fe; A Romantic Evening with Brahms July 22, 26, 31 &amp; August 1, First Presbyterian Church, Santa Fe; Mozart Requiem with Susan Graham August 7 &amp; 9 Cathedral Basilica of St. Francis, Santa Fe and August 10, Immanuel Presbyterian Church, Albuquerque; Soaking up the Summer with Voasis (Pop Series) August 15, 16, 17 Warehouse 21, Santa Fe; Carols and Lullabies (Holiday Program) December 16–23, Cathedral Basilica of St. Francis, Santa Fe; Fire and Ice with Voasis (Pop Series) December 28–31, Warehouse 21, Santa Fe.</p>
<p>Santa Fe Independent Film Festival (Warehouse 21, Fiscal Agent)</p>	<p>The 2014 Santa Fe Independent Film Festival (SFIFF) seeks support for its festival that runs October 15 -19, 2014. SFIFF's summer series in July includes a free community screening in the Railyard Park, a screening at the Lensic Performing Arts Center, CCA, Jean Cocteau, and The Screen. SFIFF will expand its panel and masters discussion series in 2014. Artists include Hampton Sides to receive SFIFF's "American Author" Award. Other workshops and discussions will feature artists in their fields including, Lee Daniel (Cinematographer), Chris Eyre (Director), Wes Studi (Actor), Ron Bloomberg (Writer), and George RR Martin (Writer). SFIFF will host many independent filmmakers with their films at the 2014 festival. SFIFF provides travel and accommodations to internationally renowned artists who screen their films with Q&amp;A. These filmmakers are invited to sit on panels with SFIFF's visiting artists and film professionals.</p>

<p>Santa Fe International Folk Art Market</p>	<p>The Santa Fe International Folk Art Market seeks support for the 11th annual Market that will take place on July 11, 12, &amp; 13, 2014 on Museum Hill and will present 155 of some of the finest folk artists from 67 countries, including six countries new to the Market: Bangladesh, Canada, Italy, Ivory Coast, Philippines, and Uruguay. The artists represent cooperatives, non-profit organizations, independent artists, and folk art businesses. Of the artists invited, 66 are new. Media represented includes basketry, bead work, carvings, ceramics, drums and other musical instruments, glass, jewelry, kites, leather work, metal work, mixed media, paintings, puppets, sculptures, textiles. In addition to the Market weekend, they are planning a free community event at the Santa Fe Railyard Park on Thursday, July 10 that will include artist demonstrations, hands-on activities for children, an Artists' Procession, international food and music.</p>
<p>Santa Fe Little Theatre Inc.</p>	<p>The Santa Fe Little Theatre seeks support for the 2014-2015 Santa Fe Playhouse season, comprised of 10 to 12 year-round productions for adults, 2 productions for children and numerous rentals and co-productions, for a total of 50 performance weekends, held at the theatre at 142 E De Vargas St. Each season includes the annual "Fiesta Melodrama," a spoof on the City Different, and "BenchWarmers," short play festival showcasing original works of New Mexico playwrights. In June, The Board of Directors will announce the season that has been solicited from the community, evaluating the artistic quality and technical needs of each submission. Thee Playhouse annually utilizes over 90 local actors, 20 directors, 20 designers, 30 technicians, and 100 young actors as well as enlisting hundreds of volunteers. The Playhouse is distinctive for producing high quality productions with both experienced and emerging artists, ages 6 to 86.</p>
<p>The Santa Fe Opera</p>	<p>The Santa Fe Opera seeks support for the 2014 season to include six operas in 37 performances, June 27 to August 23, at the Santa Fe Opera John Crosby Theatre: Bizet's "Carmen"; Donizetti's "Don Pasquale"; Beethoven's "Fidelio"; a double bill of Mozart's "Impresario" and Stravinsky's "Le Rossignol"; and the American premiere of "Dr. Sun Yat-Sen" by Huang Ruo; all are new productions. World-renowned artists will be involved and supported by the Apprentice Program. SFO's wide-array of education and community engagement programs will continue to take place both within the Santa Fe community and on Opera grounds.</p>

<p>Santa Fe Pro Musica</p>	<p>Santa Fe Pro Musica seeks support for its season of concerts to include September 21 &amp; 22 at the Lentic, Melissa Marse, October 5 ST. LAWRENCE STRING QUARTET, St. Francis; November 8 &amp; 9 FALL ORCHESTRA, St. Francis; December 19-24, BAROQUE CHRISTMAS, Loretto Chapel; December 28-29, MUSIC FOR THE ROYAL FIREWORKS, St. Francis; January 23-25. CLASSICAL WEEKEND, Lentic; February 8, SZYMANOWSKI QUARTET, St. Francis; February 28 - March 1, FINALE, Lentic; March 8, BRENTANO STRING QUARTET, St. Francis; April 2-4, BAROQUE HOLY WEEK, Loretto Chapel. Santa Fe Pro Musica performs in historic venues in Santa Fe, New Mexico, including the Lentic, St. Francis Auditorium at the Museum of Art, and Loretto Chapel. It draws audiences from across the country, and the state.</p>
<p>The Santa Fe Symphony Orchestra &amp; Chorus, Inc.</p>	<p>The Santa Fe Symphony Orchestra and Chorus seek support for 29 concerts September - May: 11 Lentic subscription concerts, all with Guest Conductors. Events include September 14 – Showcase of the Stars, Cond. Kevin Rhodes; September 28 – Dvořák Slavonic Dances &amp; Cello Concerto, Brahms Symphony No. 1 October 19 – Music of Spain, Mexico &amp; Latin America: Bizet Carmen Suite; Marquez Danzon; Rodrigo Concierto de Aranjuez w/Guitar soloist; 4) November 23 – Handel's Messiah, Cond. Tom Hall; December 14 – Christmas Pops, Cond. Janna Hymes; January 18 – Glazanov, Rachmaninov &amp; Sibelius, w/Piano soloist, Cond. Guillermo Figueroa; February 22 – Tchaikovsky, Corigliano, Puccini, Cond. Sarah Hicks; March 15 – Beethoven, Cond. Michael Butterman; April 12 – Showcase of the Stars II; May 16 &amp; 17 – Verdi's Requiem, Cond. James Feddeck; nine ensembles SFPS schools; five area retirement home ensembles; two Lentic 4th grade Discovery Concerts w/overhead projection &amp; bilingual narration of "Peter and the Wolf"; and two free Cathedral concerts .</p>
<p>Santa Fe Teen Arts Center</p>	<p>Santa Fe Teens Arts Center (W21) seeks support for its year-round programming. The organization will celebrate its 18th Anniversary in June 2014. The organization maintains a Media Arts Lab, a Black Box Theater, A Concert Hall, a Gallery, and Fashion, Recording and Screen Printing Studios. During the grant period the following programs will be presented to attract audiences and participants locally, regionally and nationally: weekly music events featuring local and touring musicians and artists/year-round; a summer theater production featuring local teens, young adults and adults; art exhibitions in the gallery with young artists; special music programs at SF Public Schools and at W21 teaching the Berklee College of Music City Network Program; outdoor facility media projections during CURRENTS Media Festival in 2015/W21; and afterschool weekend and summer workshops in the performing, media and visual arts both at W21 and through outreach programs.</p>

<p>Santa Fe Women's Ensemble, Inc.</p>	<p>Santa Fe Women's Ensemble (SFWE) seeks support for performances, commissioning new music ,and Santa Fe outreach. SFWE will perform four holiday concerts at the Loretto Chapel, December 12, 14 &amp; 18 and at Immaculate Heart of Mary Chapel, December 20. SFWE's 2014-2015 commissioned composer is Santa Fe resident Linda Rice Beck. Her piece explores the deep meanings of peace and harmony across cultures in the word "Shalom." June 7, 2015, SFWE will perform a concert at First Presbyterian Church with visiting Durango Women's Chorus, conducted jointly by Dr. Linda Raney and Dr. Linda Mack Berven, former director of the SF Desert Chorale.</p> <p>In addition to formal concerts, SFWE will bring music events to the SF community through informal concerts, outreach and education at the Southside Library, Manitou Galleries, the Santa Fe Girl's School and senior residences, among others. Dates and locations for these outreach events will be set in the fall of 2014.</p>
<p>SITE Santa Fe</p>	<p>SITE Santa Fe seeks support for its 2014-15 programming. SITE will premiere the first exhibition in its new biennial series, SITElines: Unsettled Landscapes and its 20th Anniversary Exhibition.</p> <p>SITElines is a six-year series of linked biennials that explore art from the western hemisphere. Unsettled Landscapes runs July 17, 2014 through January 11, 2015. Works from 45 artists from 14 countries and three generations are included. Santa Fe-based artists include Jamison Chas Banks, Ric Lum, Patrick Nagatani and Florence Miller Pierce. The exhibition will be located in SITE's building and in several offsite locations in Santa Fe.</p> <p>From February - May 2015, SITE will present its 20th Anniversary Exhibition and Community Celebration. 20 established artists who have exhibited at SITE in the past will select 20 upcoming artists to work with. The artists will select or create works to show together. Santa Fe artists invited to participate include Terry Allen and Harmony Hammond.</p>
<p>Southwest Roots Music, Inc.</p>	<p>Southwest Roots Music seeks support for up to 20 music events in a variety of roots music (traditional) genres at a variety of Santa Fe venues. The series is ongoing and most artists and dates are yet to be announced. Typical past bookings have included Ralph Stanley &amp; the Clinch Mountain Boys, Taj Mahal, Greg Brown, Ray Wylie Hubbard, The Be Good Tanyas, the biennial Santa Fe Blues Fest, where Deep South musicians are brought to Santa Fe for performances. An audience of 5000 and 10,000 is anticipated annually, with continuing focus on diversity in programming and heavy collaboration with similar community-based organizations.</p>

<p>Southwestern Association for Indian Arts</p>	<p>Southwestern Association for Indian Arts seeks support for the 93rd Santa Fe Indian Market to be held August 23-24 on the Santa Fe Plaza. Approximately 1000 adult and 300 youth artists from over 250 tribes from the U.S. and Canada are expected to participate. The work covers 14 city blocks in over 700 artist booths showing pieces of art in diverse and innovative media forms. Indian Market Week™ provides a broad range of cultural activities and official events, including the 2nd Indian Market Launch Party, film screenings, Native American Clothing Contest, the Lifetime Achievement and Povika Awards Presentations, Children's Activity Tent, native dance and performances throughout the weekend. It also features vast selections of traditional and contemporary Native foods. Artists accepted for market submit their work for judging on Wednesday prior to Market and on Friday, Best of Show, Sneak and General Preview attendees (paid events) fill the Santa Fe Convention and Visitor Center to capacity. All venues and Market are free to the public unless noted above.</p>
<p>Spanish Colonial Arts Society, Inc.</p>	<p>Spanish Colonial Arts Society seeks support for Summer Spanish Market in Santa Fe, the nation's oldest largest juried festival celebrating traditional Hispanic artistic traditions on July 26-27, 2014. The 63rd annual Market will be the culmination of "Spanish Culture Week," proclaimed by Santa Fe Mayor David Coss. The event provides a significant revenue opportunity for the 350 Hispanic New Mexican artists who exhibit and sell their work. Market centers round Santa Fe's downtown Plaza. And this year will be supplemented by a four-day cultural performance season (July 22-25) in a "big top" on Museum Hill that includes Hispanic artists, musicians, dancers, films, storytelling, and lectures by notable personalities such as Anna Maria Cardinale, La Familia Vigil, Olga Mercedes Viso (Director of Walker Art Center), and Darren Cordova.</p>
<p>Teatro Paraguas</p>	<p>Teatro Paraguas seeks support for its programming to include: POESIA VIVA! POETRY SERIES Neruda and Whitman, 12 performances, created and directed by Dan Bohnhorst, TP Studio, November 7-23, 2014; PLAY SERIES Casa Azul, by Sophie Faucher, directed by Elena Zachary Warren, 12 performances, TP Studio, October 3 - 19, 2014; Love's Lonely Highway, original work by New Mexico playwright Patricia Crespin, directed by Argos MacCallum, 12 performances, TP Studio, March 13-29, 2015; CAPITAL HIGH SCHOOL-TEATRO PARAGUAS COLLABORATION, Esperanza by Carlos Morton (a multi-disciplinary project involving theater, dance, music, history, film and Spanish language), date TBA. Esperanza is an adaptation of the film Salt of the Earth. They are partnering Chicago's pan-Latina theater group, Teatro Luna, to conduct a two-week residency for Capital students in January 2015. And their series CUENTOS, Bilingual stage adaptations of traditional New Mexican folk tales. Performances with school-age actors scheduled for October 2014 and April 2015, venues Santa Fe Libraries.</p>
<p>Theatre Grottesco North America Inc.</p>	<p>Theater Grottesco seeks support for the development, rehearsal, production and marketing expenses to create an evening of "New Works" which will be presented to a general audience in Santa Fe for 20 performances along with accompanying educational programs.</p>

	<p>Theater Grottesco specializes in physical, devised plays, drawing on a broad range of theatrical styles and often blending styles into new form. Every three years the company creates an evening of new short works. Most of the company's full length plays began in this laboratory. Proposals for the 2015 production include two works: a Samuel Beckett-like world where two pensioners are required to perform stories for their checks and are assigned Beowulf, though one of them doesn't know the story. The second "The Translator", where a translated mask demonstration becomes a vehicle for communication turned inside out with glimpses into relationships of class and power. Other projects will emerge.</p>
<p>The Wheelwright Museum of the American Indian</p>	<p>The Wheelwright Museum seeks funding for its FY2015 exhibition season. In April 2015 the Wheelwright will open the Center for the Study of Southwestern Jewelry, an expansion housing the first permanent exhibition in the museum's history, as well as a new changing exhibition gallery. Both exhibitions in the Center will focus on the Wheelwright's permanent collections. In June 2015 the museum's Klah Gallery will open with an exhibition of Pueblo textiles drawn from major museums throughout the U.S. Lenders will include Chicago's Field Museum, the American Museum of Natural History, the Denver Art Museum, and others. The exhibition will focus on early collections that have rarely, if ever, been published or exhibited.</p>
<p>Wise Fool New Mexico</p>	<p>Wise Fool (WFNM) requests funding to produce and publicize a season of four major productions in Santa Fe. Wise Fool will promote the shows locally and nationally/internationally as a coherent artistic whole, building recognition for Wise Fool as a major presenter of new American circus and for Santa Fe as a center for rising genre of new circus theater arts. The program includes: "Circus Luminous" is an annual contemporary circus extravaganza featuring breath-defying circus acts created and performed by a predominantly local circus, dance and musical cast, Thanksgiving weekend at the Lensic; The Holiday Cabaret is an intimate circus showcasing local talent at Wise Fool Studio December 27-28, 2014; CircAspire will premier in May 2015 as an opportunity for upcoming artists to gain experience and add to the cache of local professional performers; and BUST! Performances, an all-women's circus extravaganza, the culmination of six-week BUST workshops June 26-27, 2015.</p>

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 Aspen Santa Fe Ballet (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. Advertise, publicize and promote Santa Fe as an arts center through presentation and production of the project described in Exhibit "A" attached hereto and incorporated by reference in response to RFP #14/19/P.

B. Promote and market the project locally, regionally and internationally through media coverage and placements that emphasize target markets.

C. Improve marketing effectiveness by providing Santa Fe businesses with opportunities to tie-in to cultural events in Santa Fe by attracting audiences as demonstrated with statistical and demographic information about audience attendance.



D. 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.

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

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

(2) Providing access to all special constituencies

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

G. 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.

H. Provide a report to the City of the results of the advertising 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 thirty four thousand three hundred seventy five dollars (\$34,375), 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, 2015, 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:

Aspen Santa Fe Ballet  
550B St. Michael's Dr.,  
Ste. 1  
Santa Fe, NM 87505

[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:  
ASPEN SANTA FE BALLET

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

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

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

CRS #03-139868005  
City of Santa Fe  
Business  
Registration #14-71872

ATTEST:

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

APPROVED AS TO FORM:

*Judith Merv for*  
\_\_\_\_\_  
KELLEY A. BRENNAN, 5/23/14  
INTERIM CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
MARCOS A. TAPIA,  
FINANCE DIRECTOR

22103.561850  
\_\_\_\_\_  
BUSINESS UNIT/LINE ITEM

**Aspen Santa Fe Ballet**

Aspen Santa Fe Ballet requests support for their 2014-2015 program of ticketed, public dance performances in Santa Fe, taking place at The Lensic. Aspen Santa Fe Ballet's contemporary ballet company will perform six mixed repertory programs, July 11-12, August 30, 2014 and winter/spring 2015. Five performances of ASFB's *The Nutcracker* will take place December 19-21, 2014. ASFB will present an additional performance by one highly-acclaimed guest company during the winter of 2014-2015. Juan Siddi Flamenco Santa Fe (a newly incorporated program of ASFB) will perform July 18 and 22, and August 3 and 9, with additional performances to be scheduled during the winter months. The project will draw more than 12,000 audience members to downtown Santa Fe.

**City of Santa Fe  
Summary of Contracts, Agreements & Amendments**

**Section to be completed by department for each contract or contract amendment**

1 FOR: ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of contractor Aspen Santa Fe Ballet

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$34,375

Termination Date: June 30, 2015

Approved by Council Date: \_\_\_\_\_  
 or by City Manager Date: \_\_\_\_\_

**Contract is for:** 1% Lodgers' Tax Services per RFP '14/19/P

Amendment # \_\_\_\_\_ to the Original Contract # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_  
 or by the City Manager Date: \_\_\_\_\_

**Amendment is for:**

4 **History of Contract & Amendments:** (option: attached spreadsheet if multiple amendments)  Plus GRT  
 Inclusive of GRT

Amount \$ \_\_\_\_\_ of original Contract # \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ of original Contract # \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ of original Contract # \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ of original Contract # \_\_\_\_\_ Termination Date: \_\_\_\_\_  
Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$34,375



**City of Santa Fe  
Summary of Contracts, Agreements, & Amendments**

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 14/19/P Date: January 15, 2014

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

6 **Procurement History:** One year renewal per RFP  
example: (First year of 4 year contract)

7 **Funding Source:** 1% Lodgers' Tax/Advertising BU/Line Item: 22103.561850

8 **Any out-of-the ordinary or unusual issues or concerns:**  
\_\_\_\_\_  
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Anna Blyth

Phone # \_\_\_\_\_ -6710

10 **Certificate of Insurance attached.** (if original Contract)

**Submit to City Attorney for review/signature**  
**Forward to Finance Director for review/signature**  
**Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).**

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

Date of contract Executed (i.e., signed by all parties): \_\_\_\_\_

Note: If further information needs to be included, attach a separate memo.

**Comments:**