



Date: July 14, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Randy Randall, TSF Executive Director 
Randy Randall (Jul 14, 2025 19:31 EDT)

Subject: FY26 NMTD Cooperative Marketing Grant

ITEM AND ISSUE:

Request for Approval of a New Mexico Tourism Department (NMTD) Cooperative Marketing Grant Agreement #26-418-1003001000-34 in the amount of \$208,955 for FY26 term; (Randy Randall, TOURISM Santa Fe Executive Director, rrandall@santafenm.gov and 505-955-6209).

Request for Approval of Budget Adjustment Resolution (BAR); to Allocate Funding in the Amount of \$44,283 for the Marketing Cooperative Agreement; (Randy Randall, TOURISM Santa Fe Executive Director, rrandall@santafenm.gov and 505-955-6209).

COMMITTEE REVIEW:

Quality of Life Committee: 7/23/2025

Finance Committee: 7/28/2025

Governing Body: 7/30/2025

BACKGROUND AND SUMMARY:

TOURISM Santa Fe Applied for several components of a marketing grant from the New Mexico Tourism Department (NMTD) and have been awarded a grant in the amount of \$208,955 which is broken into two components. One is \$125,055 for MMP/media where NMTD pays \$83,370 and TSF pays \$41,685 through our advertising agency (Vladimir Jones). The second component is the (Flex) which is for media of our selection (Modern Luxury) and the consumer travel shows in total of \$83,900 where NMTD pays 44,283.33 and TSF pays \$39,616.67. TSF will be reimbursed in total of \$44,283 from NMTD for their Flex contribution.

FUNDING SOURCE:

VSF Admin-Advertising / 2130521.561850

\$14,000 total value for Modern Print (FLEX)

\$4,666.67 for Modern Luxury Print paid by TSF

\$9,333.33 for Modern Luxury Print paid by NMTD

\$9,333.33 Reimbursement from NMTD for Modern Luxury Print

\$125,055 total value for Media (MMP)

\$41,685 paid by TSF Advertising Agency

\$83,370 paid by NMTD (not reimbursable)

VSF Admin-Registrations / 2130521.560700

\$69,900 total value for Tradeshows (FLEX)

\$34,950 paid by TSF

\$34,950 paid by NMTD

\$34,950 for Reimbursement from NMTD for Consumer Tradeshows

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| Log # (Finance use only): | |
| Journal # (Finance use only): | |

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | | | | | DATE | |
|---|---------|--------|------------|------------------------------|------------------------------|--|
| TOURISM Santa Fe | | | | | 7/9/2025 | |
| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE | |
| EXPENDITURES | | | | <i>(enter as positive #)</i> | <i>(enter as negative #)</i> | |
| NMTD Co-Op Agreement/Modern Luxury Print | 2130521 | 561850 | TOU2621301 | 9,333 | | |
| NMTD Co-Op Agreement/Travel & Adventure Shows | 2130521 | 560700 | TOU2621301 | 34,950 | | |
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| REVENUES | | | | <i>(enter as negative #)</i> | <i>(enter as positive #)</i> | |
| NMTD Co-Op Agreement FY26 | 2130521 | 490300 | TOU2621301 | (44,283) | | |
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JUSTIFICATION: *(use additional page if needed)*
 - Attach supporting documentation/memo

Allocation of Cooperative Agreement with NM Tourism Department in the amount of \$44,283

Place grant funds into FY26

| | |
|--|----------------------------------|
| <i>(Complete section below if BAR results in a net change to ANY Fund)</i> | |
| Fund(s) Affected | Fund Balance Increase/(Decrease) |
| | |
| | |
| | |
| TOTAL: | |
| 0 | |

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|--|----------|--|------------------------------|
| Shirley Spencer | 7/9/2025 | <i>(Use this form for Finance Committee/ City Council agenda items ONLY)</i> | <i>Andy Hopkins</i> |
| Prepared By (print name) | Date | CITY COUNCIL APPROVAL | Budget Officer |
| Division Director Signature (optional) | Date | City Council Approval Date | Finance Director (s \$5,000) |
| <i>Randy Randall</i> | | Agenda Item # | City Manager (s \$60,000) |
| Randy Randall (Jul 11, 2025 11:19 AM DT) | Date | | Date |
| Department Director Signature | Date | | Date |

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
Cooperative Marketing Agreement**

THIS AGREEMENT, numbered **26-418-1003001000-34**, is made and entered into by **State of New Mexico Tourism Department**, hereinafter referred to as the "NMTD," and **TOURISM Santa Fe**, hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities; and

WHEREAS, NMTD desires to coordinate this effort through cooperative programs with matching funds for certain tourism-related non-profit organizations, local and tribal governments; and

WHEREAS, Partner wishes to leverage the New Mexico True brand (Brand) with advertising and media-related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further the Parties' efforts to that effect;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Meet or exceed the requirements of its FY26 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY26 Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Make all payments in accordance with the requirements listed in *Exhibit A*.
 1. Acknowledge that failure to make a timely payment will affect advertising and media efforts as defined in the FY26 Award Summary.
 2. In the event Partner fails to make payment within 10 business days of the due date indicated in *Exhibit A*, NMTD may cancel this agreement pursuant to paragraph IV(B).
 3. Partner may submit a request to extend a scheduled due date, subject to NMTD approval. Failure to comply with the extension schedule may result in cancellation of this agreement pursuant to paragraph IV(B).
- C. Agree to follow the established New Mexico True Brand Style Guide available via link [here](#) and attached hereto as *Exhibit B*.
- D. Obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- E. Collaborate with NMTD, providing timely inputs and responses to communications that ensure successful execution of all initiatives as outlined in *Exhibit A*.

1. Agree to make every effort to maintain effective communications with NMTD for the term of this agreement.
 2. Acknowledge that in the event Partner fails to timely respond within 10 business days of receipt of a communication, NMTD reserves the right to resume, modify, reject, cancel or stop any and all initiatives or works in progress.
- F. Request and obtain prior approval from NMTD for any and all modifications to the initiatives outlined in *Exhibit A*.
1. An amendment to the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change in initiatives.
 2. In the event Partner modifies an initiative without prior approval, NMTD reserves the right to reject, cancel or stop any and all initiatives or works in progress.
- G. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.
- H. In addition to the above obligations, for all Flex funds expended, Partner must also:
1. Acknowledge that it has access to, and agrees to comply with, the FY26 Flex Reimbursement Request Form via the online grant platform and related cycle documents located at <https://accounts.submittable.com/a/login> and attached hereto as *Exhibit E*. The online application form and Partner's responses to that form are incorporated herein by reference.
 2. Obtain prior approval utilizing the Asana form linked [here](#) and attached hereto as *Exhibit C* and retain approval identification number to submit with request for reimbursement for all cobranded creative materials, i.e. any printed or digital collateral, advertising, etc. that incorporate any part of the New Mexico True Brand logo including the customized "logo lockup" provided by NMTD for Partner's use in conjunction with cooperative marketing initiatives.
 3. Acknowledge NMTD reserves the right to unilaterally determine eligible line items. Line items which fail to meet the established New Mexico True Brand Style Guide shall not be reimbursed.
 4. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and the Tracking and Impact Report.
 - i. Requests for payment of expenses incurred between July 1, 2025 and May 31, 2026 must be submitted within 30 days of placement in market.
Expenses incurred before the execution of this agreement will not be eligible for reimbursement.
 - ii. All requests for payment must be received by June 10, 2026. Incomplete or illegible requests will not be processed.
 - iii. Eligible expenses submitted for reimbursement must be incurred, billed, and paid by the awarded partner or fiscal agent. Invoices which name entities other than the awarded partner will be deemed ineligible.
 - iv. The Tracking and Impact Report must be completed and submitted to NMTD 30 days after the conclusion of the awarded initiative, but no later than July 15, 2026. A copy of vendor-supplied metrics and performance reports may be uploaded in lieu of the Tracking and Impact Report using

the Asana form linked [here](#) and attached hereto as *Exhibit D*. Failure to do so may result in forfeiture of reimbursement and/or affect Partner's future opportunities.

II. Obligations of NMTD.

- A. Provide assets necessary to meet requirements for logo integration.
- B. For all Flex funds expended, NMTD will reimburse Partner for all eligible expenses, in accordance with the amounts listed in *Exhibit A*, upon receipt of a completed Request for Reimbursement Form along with all required supporting documentation.
- C. Upon receipt of MMP Partner funds, NMTD will:
 - 1. Communicate with media vendors and secure ad placement and/or services as agreed upon and set forth in *Exhibit A*.
 - 2. Provide documentation to Partner to verify agreed upon deliverables were made in accordance with *Exhibit A*.
 - 3. Pay media vendors for ad placement and/or services.
 - 4. Collect and share campaign performance measurement data with Partner.

III. Copyright and Quality Control.

- A. For the term of this Agreement, the NMTD grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Partner's promotion and advertising of and within New Mexico, as outlined in *Exhibit A*. This includes but is not limited to the creation and distribution of advertisements defined in the original application submitted and is subject to NMTD creative approval prior to placement. The Partner must cease use of the New Mexico True Brand within 60 days of the agreement's termination.
- B. All Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand Style Guide available via link [here](#) and attached hereto as *Exhibit B*
- C. NMTD will exercise its right to inspect Partner's creative assets designed for and used in conjunction with marketing and promotional campaigns that employ Brand logos to ensure that such use is of proper quality and otherwise consistent with this Agreement.
- D. NMTD shall have the right in its sole discretion to approve or disapprove Partner's creative assets designed for use in marketing and promotional campaigns. Creative assets disapproved by NMTD will be deemed ineligible for reimbursement.
- E. NMTD may require that additional samples be submitted, or Brand logos be removed from creative assets before use.
- F. If Partner fails to obtain prior approval or should NMTD determine Partner's creative production and Brand use is inconsistent, such failure shall be deemed a breach of Partner's obligations under this Agreement for the purposes of the termination under Section IV (B) (1).
- G. All materials developed or acquired by the Partner under this Agreement shall become the jointly owned property of the State of New Mexico. Nothing produced, in whole or in part, by the Partner under this Agreement shall be the subject of an application for copyright by

or on behalf of Partner. Furthermore, NMTD may access and use Partner's advertising and other creative production assets at its sole discretion.

IV. Additional Terms & Conditions.

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2026.
 - 1. NMTD may terminate this Agreement if Partner fails to comply with the obligations under this Agreement.
 - 2. Either party may terminate or seek to further negotiate this Agreement upon thirty (30) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
 - 3. For the avoidance of doubt, no termination of this Agreement shall relieve Partner of any obligations incurred prior to effective date of such termination including, without limitation, services performed and any prepaid costs.
- C. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including public health emergencies such as COVID-19. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- D. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- E. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- F. This Agreement is governed by the laws of the State of New Mexico.
- G. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- H. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
 Nelida Griego
 491 Old Santa Fe Trail | Santa Fe, NM 87501
 505-795-0108 | nelida.griego@td.nm.gov

To Partner: Jordan Guenther
TOURISM Santa Fe
200 Lincoln Ave. P.O. Box 909
Santa Fe, NM, 87504
505-309-1194 | jguenther@santafenm.gov

- I. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Agency Head Designee listed below.

FOR PARTNER:

By: _____
Alan Webber, MAYOR, City of Santa Fe

Date: _____

Attest:

By: _____
Andréa Salazar, City Clerk

Date: _____

City Attorney's Office:

By: Christopher W. Ryan
Christopher W. Ryan (Jul 2, 2025 16:17 MDT)
Senior Assistant City Attorney

Date: 07/02/2025

Approved for Finances:

By: _____
Finance Director

Date: _____

ORG/OBJ CODE:

Approved for legal sufficiency:

By: _____
Novela Salazar, General Counsel NMTD

Date: _____

By: _____
Rayline Sebay, CPO, ASD NMTD

Date: _____

By: _____
Jennifer Saavedra, Deputy Cabinet Secretary NMTD

Date: _____

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to engage in business and to report and pay tax from business conducted in New Mexico.

CRS Number: 01710541002

By: _____
Taxation and Revenue Department

Date: _____

FY26 NM True Cooperative Marketing Program

Organization Name: TOURISM Santa Fe
 Primary Contact: Joy Rice
 Email: jlrice@santafenm.gov
 Phone: 5059556205

AWARD SUMMARY

| Type | # | Total \$ Value | NMTD \$ | Partner \$ Commitment | Partner \$ Due 07/10/25 | Partner \$ Due 12/02/25 |
|-------|----|----------------|--------------|-----------------------|-------------------------|-------------------------|
| MMP | 7 | \$125,055.00 | \$83,370.00 | \$41,685.00 | \$20,842.50 | \$20,842.50 |
| FLEX | 3 | \$83,900.00 | \$44,283.33 | \$39,616.67 | N/A | N/A |
| Total | 10 | \$208,955.00 | \$127,653.33 | \$81,301.67 | \$20,842.50 | \$20,842.50 |

| Initiative | Details | # | Total \$ Value | NMTD \$ | Partner \$ Commitment | Partner \$ Due 07/10/25 | Partner \$ Due 12/02/25 |
|--|-------------------------|---|----------------|-------------|-----------------------|-------------------------|-------------------------|
| MMP AWARDS | | | | | | | |
| New Mexico True Adventure Guide - 2 Page Spread + Digital | Details | 1 | \$27,387.00 | \$18,258.00 | \$9,129.00 | \$4,564.50 | \$4,564.50 |
| New Mexico Magazine Print Ads (3X, Full Page) + Digital | Details | 1 | \$14,820.00 | \$9,880.00 | \$4,940.00 | \$2,470.00 | \$2,470.00 |
| Texas Monthly Print Ad (Full Page) + Digital + E-Newsletter | Details | 2 | \$30,810.00 | \$20,540.00 | \$10,270.00 | \$5,135.00 | \$5,135.00 |
| Dallas - D Magazine Print Ads (3X, Full Page) + Advertorial & Bonus E-Newsletter | Details | 1 | \$19,788.00 | \$13,192.00 | \$6,596.00 | \$3,298.00 | \$3,298.00 |
| Denver 5280 Magazine Print Ads (3X, Full Page) + Digital | Details | 1 | \$16,500.00 | \$11,000.00 | \$5,500.00 | \$2,750.00 | \$2,750.00 |
| Phoenix Magazine Print Ads (3X, Full Page) + Digital | Details | 1 | \$15,750.00 | \$10,500.00 | \$5,250.00 | \$2,625.00 | \$2,625.00 |
| FLEX AWARDS | | | | | | | |
| Unicomm LLC; Travel and Adventure Shows (Maintenance Markets) Unicomm LLC; Travel and Adventure Shows, we are requesting funding to attend the following shows in our Maintenance Markets in order of priority:1. Denver2. Dallas3. PhoenixEach Show has an estimated attendance ranging from 10,000 to 15,000 attendees. Each show is two days long over a Saturday and Sunday. We are requesting funding to support as many as nine New Mexico destinations; Albuquerque, Taos, Taos Ski Valley, Gallup, Red River, Farmington, Las Cruces, Roswell, Los Alamos, and Santa Fe have expressed interest in attending with the CoOp funding. The objective is to increase visibility for New Mexico and each participating destination to the Leisure travelers in these markets. This will be measured by an increase in visitation and Lodgers Tax for each destination. Santa Fe has taken the lead in acquiring funding to help NMTD support other destinations in New Mexico and to increase the awareness and presence at each Travel and Adventure show. We are requesting that NMTD provide flexibility on the funding as some shows draw more destinations than others. | | 1 | \$41,940.00 | \$20,970.00 | \$20,970.00 | N/A | N/A |
| Modern Luxury Placement: Full page ad in September 2025 IssuesObjective: Continue to increase awareness and drive growth in the following opportunity markets.Markets (in order of priority)1) Chicago According to Datafy, there has been a 5% increase in trips booked from Chicago when compared to last fiscal year. We plan to build upon that momentum in the upcoming fiscal year. 2) HoustonTexas remains a priority, accounting for 25% of total visitation in 2024. Ranking 4th in total trips to Santa Fe in 2024, Houston continues to be a top priority growth market.3) Los AngelesLos Angeles ranked 6th in total trips to Santa Fe in 2024. We have also seen a 2.8% increase in the number of trips Y/Y. Our goal is to leverage that momentum going into the next fiscal year. | | 1 | \$14,000.00 | \$9,333.33 | \$4,666.67 | N/A | N/A |
| Unicomm LLC; Travel and Adventure Shows (Development Markets)* Unicomm LLC; Travel and Adventure Shows, we are requesting funding to attend the following shows in our Development Markets in order of priority:1. Chicago2. Los Angeles3. Bay AreaEach Show has an estimated attendance ranging from 10,000 to 15,000 attendees. Each show is two days long over a Saturday and Sunday. We are requesting funding to support as many as nine New Mexico destinations; Albuquerque, Taos, Taos Ski Valley, Gallup, Red River, Farmington, Las Cruces, Roswell, Los Alamos, and Santa Fe have expressed interest in attending with the CoOp funding. The objective is to increase visibility for New Mexico and each participating destination to the Leisure travelers in these markets. This will be measured by an increase in visitation and Lodgers Tax for each destination. Santa Fe has taken the lead in acquiring funding to help NMTD support other destinations in New Mexico and to increase the awareness and presence at each Travel and Adventure show. We are requesting that NMTD provide flexibility on the funding as some shows draw more destinations than others. | | 1 | \$27,960.00 | \$13,980.00 | \$13,980.00 | N/A | N/A |

*NMTD is funding Los Angeles and Bay Area shows ONLY



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 7/7/2025

Project Title: NMDT Marketing Coop

Project Type: CIP Grant Internal Tracking

Department: TOURISM Santa Fe Project Manager: Jordan Guenther Ext: 6212

Project Date Range: 7/2025 to 6/30/2026 Create Fixed Asset

Project ID: TOU2621301
Grant ID: S2603
Approved By: ERIKA LUJAN
CT (Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM Tourism Department % of Funding: _____

MUNIS ORG: 2130521 MUNIS OBJ: 490300 Awarded Amount: 127,653.33

Funding Source: LOCAL % of Funding: _____

MUNIS ORG: 2130521 MUNIS OBJ: 561850 & 560700 Awarded Amount: 81,301.67

Expense String Phase:

TOTAL PROJECT: 208955.00

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: ADVERTISING, REGISTRATION MUNIS ORG: 2130521 MUNIS OBJ: 561850 & 560700

Grants Only (list all grants if applicable):

Grantor Name: NMTD Coop Agree #26-418-1003001000-34 Awarded Amount: 127,653.33

AR Charge Code: 2130521.490300 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700019 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form)

Attached Grant Documentation