

SANTA FE COUNTY
RESOLUTION 2023- 002

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

1 Please summarize the request and its purpose in the area below.
 Santa Fe County applied and was awarded a New Mexico Tourism Cooperative Advertising Grant from the New Mexico Tourism Department (NMTD) via contract 2022-0257-CMO. As part of the Cooperative Advertising Grant, the Flex Media placement was chosen, which allows for a partial reimbursement and needed to be budgeted.

Is this Budget Action for a Recurring or Non Recurring Expense(one-time)	Recurring	Non-Recurring
		X

2 Does this request impact a revenue source?

	Yes		No
	X		

3 A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy

	X
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B. Does this include state or federal funds? If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget. Cooperative Agreement 23-418-1003001000-33

	X
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C. Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)

	X
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D. Is a match required? If Yes, please identify funding source in the line below.

	X
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PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED (Drop Down)

SANTA FE COUNTY
RESOLUTION 2023- 02

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 16th Day of January, 2023.

Santa Fe Board of County Commissioners

Anna T. Hamilton
Anna T. Hamilton, Chairperson

ATTEST:
Katharine E. Clark

Katharine E. Clark, County Clerk



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss
BCC RESOLUTIONS
PAGES: 8

I Hereby Certify That This Instrument Was Filed for Record On The 11TH Day of January, 2023 at 08:17:23 AM And Was Duly Recorded as Instrument # 2004634 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy Dorothy Romero County Clerk, Santa Fe, NM



SFC CLERK RECORDED 01/11/2023

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

THIS AGREEMENT, numbered **23-418-1003001000-33**, is made and entered into by **State of New Mexico Tourism Department**, hereinafter referred to as the “NMTD,” and **Santa Fe County**, 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 FY23 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY23 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*.
- C. Agree to follow the established New Mexico True Brand Style Guide available via link from NMTrueCoOp.org.
- 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*.
- F. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner’s eligibility for future awards.
- G. 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 FY23 Request for Reimbursement Form via the online grant platform and related cycle documents located at <https://nmtourism.smapply.io>. The online application form and Partner’s responses to that form are incorporated herein by reference.

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2. Obtain prior approval from the Brand Resource Hub located at <https://nmtourism.pica9.com> and retain approval identification number 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. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and end-of-year Tracking and Impact Report.
 - i. Requests for payment of expenses incurred between July 1, 2022 and May 31, 2023 must be submitted within 30 days of placement in market.
 - ii. All requests for payment must be received by June 10, 2023. Incomplete or illegible requests will not be processed.
 - iii. The end-of-year Tracking and Impact Report must be submitted to NMTD no later than July 10, 2023. 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.
- 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 from NMTrueCoOp.org.
- 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 and may terminate this Agreement should it determine that Partner did not obtain prior approval or that its Brand use is inconsistent.

- D. 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, 2023. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) 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.
- 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
 Brandy Velarde
 491 Old Santa Fe Trail | Santa Fe, NM 87501
 505-500-7890 | brandy.velarde@state.nm.us

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To Partner: Greg Shaffer
Santa Fe County
100 Catron St,
Santa Fe, NM, 87501
gshaffer@santafecountynm.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 Deputy Cabinet Secretary listed below.

By: DocuSigned by: Gregory S. Shaffer Date: 6/7/2022
765F33852483482
Greg Shaffer, County Manager, Santa Fe County
PARTNER

Approved for legal sufficiency:

By: DocuSigned by: Jennifer Saavedra Date: 6/10/2022
883BA25C2F7E403
Jennifer Saavedra, General Counsel NMTD

By: DocuSigned by: Isabel B. Lopez Date: 6/10/2022
189910217E521E3
Isabel B. Lopez, Chief Financial Officer NMTD

By: DocuSigned by: Allison Martinez Date: 6/10/2022
489C13CAE9374A4
Allison P. Martinez, Deputy Cabinet Secretary NMTD

**NEW MEXICO TOURISM DEPARTMENT
FY23 COOPERATIVE MARKETING PROGRAM**

**EXHIBIT A
AWARD SUMMARY**

**NM
TRUE**

Organization Name: Santa Fe County
Primary Contact: Lisa A. Katonak
Email: lkatonak@santafecountynm.gov
Phone: (505)995-2761

#	TOTAL \$ VALUE	NMTD \$	PARTNER \$ COMMITMENT	PARTNER \$ DUE 7/8/22	PARTNER \$ DUE 12/1/22
11	\$187,850.00	\$125,233.34	\$62,616.66	\$28,975.00	\$28,975.00
MEDIA MENU PLAN (MMP): SMART SELECT OPTIONS					
9	\$173,850.00	\$115,900.00	\$57,950.00	\$28,975.00	\$28,975.00
FLEX: REQUEST SUMMARY					
2	\$14,000.00	\$9,333.34	\$4,666.66		

MEDIA MENU PLAN (MMP) AWARDS

TYPE	Details	#	TOTAL \$ VALUE	NMTD \$	PARTNER \$ COMMITMENT	PARTNER \$ DUE 7/8/22	PARTNER \$ DUE 12/1/22
CONTENT / ORGANIC SOCIAL	Crowdsourced Photo & Video Management DETAILS	1	\$1,989.00	\$1,326.00	\$663.00	\$331.50	\$331.50
CONTENT / ORGANIC SOCIAL	Video + Still Photo Shoot (1 Day, 10 edits + 20 photo selects) DETAILS	1	\$16,500.00	\$11,000.00	\$5,500.00	\$2,750.00	\$2,750.00
DIGITAL	Tripadvisor Display & Native DETAILS	1	\$12,000.00	\$8,000.00	\$4,000.00	\$2,000.00	\$2,000.00
DIGITAL	Sterling Silver PACKAGE (Consideration): Facebook Static & Video, Native, YouTube DETAILS	2	\$78,000.00	\$32,000.00	\$26,000.00	\$13,000.00	\$13,000.00
PRINT	New Mexico True Adventure Guide - 2 Page Spread + Digital DETAILS	1	\$23,151.00	\$15,434.00	\$7,717.00	\$3,858.50	\$3,858.50
PRINT / DIGITAL	DENVER 5280 Magazine Print Ads (3X, FP) + Digital DETAILS	1	\$14,400.00	\$9,600.00	\$4,800.00	\$2,400.00	\$2,400.00
PRINT / DIGITAL	Texas Monthly Travel Issue Print Display Ad (1X, FP) + Editorial & Bonus E-Newsletter DETAILS	2	\$27,810.00	\$18,540.00	\$9,270.00	\$4,635.00	\$4,635.00

FLEX FUND AWARDS

TYPE	INITIATIVE	#	TOTAL \$ VALUE	NMTD \$	PARTNER \$ COMMITMENT
PRINT	Los Angeles Magazine (Fall Travel Issue)	1	\$7,000.00	\$4,666.67	\$2,333.33
PRINT	Los Angeles Magazine (Spring Travel Issue)	1	\$7,000.00	\$4,666.67	\$2,333.33

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