

NEW MEXICO TOURISM DEPARTMENT COOPERATIVE MARKETING
MEDIA MENU PROGRAM (MMP)
MEMORANDUM OF AGREEMENT
BETWEEN THE NEW MEXICO TOURISM DEPARTMENT AND
PUBLIC ENTITY, TRIBAL GOVERNMENT OR NON-PROFIT ORGANIZATION

THIS AGREEMENT is between the State of New Mexico Tourism Department (NMTD) and Santa Fe County (Entity), collectively "Parties." This Agreement, numbered 19-418-3002-M26 is effective on the date of last signature, below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of stimulating statewide tourism activities; and,

WHEREAS, in the Laws of 2018, Chapter 73, Section 10, Item 26, the New Mexico Legislature authorized the marketing and promotions program of NMTD to grow advertising efforts by leveraging partnership dollars in the tourism enterprise fund; and,

WHEREAS, NMTD desires to coordinate this partnership effort through cooperative marketing programs with matching funds for certain non-profits, local and tribal governments; and,

WHEREAS, Entity wishes to leverage the New Mexico True brand (Brand), detailed in Exhibit A, and advertising and media related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further Parties' efforts,

NOW, THEREFORE, both Parties agree that this Agreement is entered into expressly and solely for the purpose and support of stimulating tourism in New Mexico.

IT IS THEREFORE AGREED in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt of which is hereby, acknowledged, the parties agree in consideration of the mutual covenants and conditions contained herein:

AGREEMENT

I. Scope and Deliverables shall be carried out as follows:

A. Entity shall:

1. Meet or exceed the requirements of its FY19 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY19 Opt-In Award Summary, approved by NMTD, attached as Exhibit B and recognized as part of this agreement.
2. Make payment of \$35,747 by the payment due dates indicated on the approved FY19 Opt-In Award Summary.

- a. Funds for Fall/Winter 2018 and all Out-of-Home (OOH) initiatives shall be paid by July 9, 2018 and held in escrow in the tourism enterprise fund until paid to appropriate vendor(s) by NMTD.
 - b. Funds for Spring/Summer 2019 campaigns and creative shall be paid by December 10, 2018 and held in escrow in the tourism enterprise fund until paid to appropriate vendor(s) by NMTD.
 3. Agree to follow the established New Mexico True brand guidelines found in the Ad Builder Guidebook at media.nmtourism.org. Entity may use the Department's Ad Builder Toolkit to create advertising as necessary. Any and all usage of the mark must adhere to the Brand guidelines and must be approved by NMTD prior to use.
 4. Understand that failure to meet assigned deadline dates or to respond to NMTD and/or vendor communication that jeopardizes the agreed upon scope of work will result in NMTD action, including but not limited to, cancelling ad placement(s) and/or termination of this Agreement. NMTD reserves the right to proceed without Entity approval. Funds provided by the Entity may be reallocated or otherwise disbursed. Such determinations are at the sole discretion of NMTD and shall be final.
 5. Agree that any failure to adhere to the parameters set forth herein may affect Entity's eligibility for future awards.
 6. Submit completed end-of-year Tracking and Impact Report to NMTD by July 5, 2019.
- B. NMTD and its representatives shall:
1. Offer individualized consultations based on available MMP options upon request.
 2. Communicate with MMP media vendors and secure ad placement and/or services as agreed upon and set forth the FY19 Opt-In Award Summary.
 3. Provide Insertion orders, proof of placement and other documentation that ad campaign was executed as set forth.
 4. Pay media vendors following receipt of payment from Entity.
 5. Encumber \$41,747, the net value of the award, to execute ad campaign and/or services as set forth in the FY19 Opt-in Award Summary.
 6. Collect and share campaign performance measurement data.

II. Grant of Rights and Quality Control:

For the term of this Agreement, NMTD grants rights to Entity a non-exclusive, non-transferable, worldwide right and license use of the Brand to promote and advertise Entity's destination and tourism assets within New Mexico in agreed upon media in Exhibit B, subject to NMTD creative approval prior to placement.

- A. ALL Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand guidelines as set forth in the Ad Builder Guidebook.
- B. NMTD will exercise its right to inspect Entity's goods, services and promotional activities employing the Brand mark to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate the Agreement should it determine that the use is inconsistent with this Agreement. Example of the Brand mark can be found in Exhibit A.

III. Copyright:

- A. All materials developed or acquired by the Entity under this Agreement shall become the property of the State of New Mexico. Nothing produced, in whole or in part, by the Entity under this Agreement shall be the subject of an application for copyright by or on behalf of Entity.
- B. NMTD may access and use Entity's advertisements at its sole discretion.

IV. Terms and Conditions shall be agreed upon as follows:

- 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 Entity. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Entity and shall be final.
- B. This Agreement shall become effective upon its execution by both parties through June 30, 2019. 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. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by both parties.
- D. ~~Entity shall fully indemnify, defend and hold NMTD, its officers, agents and employees harmless from any liability, losses or damages that it may suffer as a result of claims, suits, demands, costs or judgments against Entity or NMTD that directly or indirectly result from or arise in connections with the activities to be carried out pursuant of this MOA.~~ Any liability in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.
- E. This Agreement is governed by the laws of the State of New Mexico. The agreement by Entity to abide by the laws of the State of New Mexico and to comply with any other terms or conditions of this Agreement shall only waive the Entity's sovereign rights to the extent specifically agreed to by the terms of this Agreement.
- F. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

RDJ
5/9/18
RJD
5/16/18

State of New Mexico
Department of Transportation

V. Notices:

Any notice required to be given to either Party shall be in writing and 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 New Mexico Tourism Department:
Andrea M. Lawrence
Brand Development & Marketing Specialist
491 Old Santa Fe Trail | Santa Fe, NM 87501
505-795-0108 | andrea.lawrence@state.nm.us

To Entity:
Santa Fe County
Ms. Katherine Miller, County Manager
102 Grant Ave. / PO Box 276
Santa Fe, NM 87504
(505)995-2761 | kmiller@santafecountynm.gov

AUTHORITY

The person signing below for the Entity has the authority to bind the Entity without further resolution or authorization by Entity's organization.

This Agreement becomes effective as of the date of execution by the State of New Mexico.

By: 
Entity Contact Name


DEPUTY COUNTY MANAGER
Entity Contact Title

5-11-18
Date

By: 
Rebecca Latham

Cabinet Secretary, Tourism Department

5/17/18
Date

Approved as to form
Santa Fe County Attorney
By: 
Date: 5-9-18


Finance Director
5/10/18

FY19 OPT-IN AWARD SUMMARY

AD AGENCY: HX Advertising
CONTACT: David Mayda
Email: david@hxadvertising.com

MEDIA SERVICE	VENDOR	DESCRIPTION	TIMING	# OF CPTS. IN CMTS	TOTAL GROSS \$ VALUE OF PROGRAM	GROSS \$ PAID BY AD AGENCY (MULT 2019)	GROSS \$ PAID BY AD AGENCY (LOC 2019)	NMTO AWARD INET \$ VALUE)	Due by NMTO 7/9/18	Due by NMTO 12/19/18
Digital Display Email Radio	DIGITAL DISPLAY: MIDGAMMA/MATIC WANT	\$1 STANDARD AD: 300x600, 300x150, 728x90 (300x150 option), 144x60 and mobile) 2,000,000 impressions, 200,000 Value Adm Impressions per \$2.00/CPL OPT IN NMTO 5 credit towards your ad design expense for digital display ad. All approved credits will be applied towards 1st partner payment due 7/9/18.	March - May 2019	1	\$11,500	\$0	\$5,750	\$5,000		\$5,000
Digital Display Email Radio - Ad Design Credits	AD DESIGN CREDITS	MICRODICE STATIONS 10 second static or motion two audio location on triple-lead digital re-chargе stations in all 5 terminals, 39 screens, airport wide in-flight time areas for both departing and arriving passengers, 2,138,458 IMPRESSIONS PER MONTH		1	\$1,000	-\$500	\$0	\$500	-\$500	
OOH & Airport	DALLAS FT WORTH (DFW) AIRPORT 12 Participating Partners Required)	NMTO requests moving from requested timing of May 2019 to May 2019 due to 2 participating partner requirement		1	\$9,775	\$4,888	\$0	\$4,260	\$4,250	
OOH & Airport	ALEXANDRIE SONPONT (ABOI)	LCD SCREENS 10 Second Adm Package of 12 - 75" LCDs - Big Clam, total coverage in main hall, 10 Second Adm Package of 4 - 40" LCDs - Lobby, Reception, all waiting passengers, departing or arriving 1.1 MILLION IMPRESSIONS PER MONTH	Aug 2018 Sept 2018 Oct 2018	3	\$20,310	\$10,155	\$0	\$8,831	\$8,831	
OOH & Airport - Ad Design Credits	AD DESIGN CREDITS	NMTO 5 credit towards your ad design expense for OOH digital or print billboard. All approved credits will be applied towards 1st partner payment due 7/9/18		4	\$2,000	-\$1,000	\$0	\$1,000	-\$1,000	
Print	Texas Monthly NEW MEXICO TRAVEL SECTION	Full Page Display Ad, Custom Email Content Placement, 1 Paragraph of value Ad editorial	OCTOBER 2018	1	\$15,471	\$7,735	\$0	\$6,727	\$6,727	
Print	Southern Airlines MAG SPECIAL, NEW MEXICO SECTION	FULL PAGE SPECIAL, NEW MEXICO SECTION, Display + Added Value Editorial + Added Value: a 6 sentence advertorial mention within the section.	MAY 2019	1	\$18,377	\$0	\$9,189	\$7,990		\$7,990
Print	New Mexico True Adventure Guide A LA CARTE DISPLAY	Full page Display Ad	JUN 2019	1	\$13,685	\$6,843	\$0	\$5,550	\$5,950	
Print - Ad Design Credits	AD DESIGN CREDITS	NMTO 5 credit towards your ad design expense for print a la carte display ad. All approved credits will be applied towards 1st partner payment due 7/9/18. (Special Advertorial programs not eligible for ad design credits)		3	\$3,000	-\$1,500	\$0	\$1,500	-\$1,500	
TOTAL NMTP					16	\$95,118	\$26,621	\$14,939	\$41,747	\$22,757
TOTAL NMMP					16	\$95,118	\$14,939	\$41,747	\$22,757	\$12,990
TOTAL FLEX					0	\$0	N/A	\$0		
GRAND TOTAL:					16	\$95,118	\$26,621	\$41,747	\$22,757	\$12,990
TOTAL NMTO AWARD Gross \$ Value:						\$47,559.00	\$41,559		\$35,747	
TOTAL NMMP AWARD Gross \$ Value:										

**New Mexico Tourism Department
Cooperative Marketing Grant Cycle FY19
Exhibit A – Brand Use and Example**

Use of the Brand Mark is limited to the form as shown in example below. Mark shall not be modified and usage must adhere to the New Mexico True Guidelines found at media.nmtourism.org. Any and all use of the Mark must be approved by the New Mexico Tourism Department (NMTD) in advance of replication or placement. NMTD reserves the right to inspect any usage of the Mark to ensure proper quality and consistency, as deemed acceptable by NMTD. Decisions about Mark usage are final.

Example:



Note that NMTD will provide customized "logo lockup" as above in various file formats and colors (palette compliant with Brand standards, found within and downloaded from Ad Builder Tool Kit).

NEW MEXICO *True*

MMP NMTD Co-Op Program FY19

INVOICE - AGENCY PAY

Invoice #19 418 3002 M26

Partner Name:	Santa Fe County	Bill to Agency:	HK Advertising
Primary Contact Name:	Lisa Katonak	Billing Contact:	David Hayduk
Email:	lkatonak@santafecounty.org	Billing Email:	David.Hayduk@hkadvertising.com
Phone:	(505)995-2761	Billing Phone:	505-995-2761

MEDIA/ SERVICE	VENDOR	DESCRIPTION	TIMING	NET PARTNER \$ (Due to NMTD 7/9/18)	NET PARTNER \$ (Due to NMTD 12/10/18)
Digital Display Email Radio	DIGITAL DISPLAY: PROGRAMMATIC VIAVT	STANDARD AD: 300x600, 300x250, 728x90 (300x250 desktop, tablet and mobile) 2,000,000 Impressions, 200,000 Value Add Impressions per SEASONAL OPT IN	March - May 2019		\$5,000
Digital Display Email Radio Ad Design Credits	AD DESIGN CREDITS	NMTD \$ credit towards your ad design expense for digital display ads. All approved credits will be applied towards 1st partner payment due 7/9/18.		-\$500	
OOH & Airport	DALLAS FT WORTH (DFW) AIRPORT (2 Participating Partners Required)	RECHARGE STATIONS: 10 second static or motion (no audio) rotation on triple-sided digital re-charge stations in all 5 terminals. 39 screens, airport wide in high-dwell time areas for both departing and arriving passengers.	NMTD requires moving from requested timing of Mar	\$4,250	
OOH & Airport	ALBUQUERQUE SUNPORT (ABQ)	LCD SCREEN: 10 Second Ad on Package of 12 - 75" LCDs - Bag Claim. Total coverage to all arriving passengers (Dwell time 15-30 mins) + 10 Second Ad on Package of 4 - 84" LCDs - Lobby. Reaches all ticketed passengers, departing or arriving. 1.1 MILLION IMPRESSIONS PER MONTH	Aug 2018 Sept 2018 Oct 2018	\$8,831	
OOH & Airport - Ad Design Credits	AD DESIGN CREDITS	NMTD \$ credit towards your ad design expense for OOH digital or vinyl billboards. All approved credits will be applied towards 1st partner payment due 7/9/18.		-\$1,000	
Print	Texas Monthly NEW MEXICO TRAVEL SECTION	Full Page Display Ad, Custom Email Content Placement, 1 Paragraph of Value Ad Editorial	OCTOBER 2018	\$6,727	
Print	Southwest Airlines Mag SPECIAL NEW MEXICO SECTION	FULL PAGE SPECIAL NEW MEXICO SECTION. Display + Added Value Editorial *Added Value: 4-6 sentence advertorial mention within the section.	MAY 2019		\$7,990
Print	New Mexico True Adventure Guide A LA CARTE DISPLAY	Full page Display Ad	JAN 2019	\$5,950	
Print - Ad Design Credits	AD DESIGN CREDITS	NMTD \$ credit towards your ad design expense for print a la carte display ads. All approved credits will be applied towards 1st partner payment due 7/9/18. (Special Advertorial programs not eligible for ad design credits)		-\$1,500	

TOTAL PAYMENT DUE 7/9/18 \$22,757

TOTAL PAYMENT DUE 12/10/18 \$12,990

GRAND TOTAL: \$35,747

PAYABLE BY CHECK ONLY TO:	For NMTD Admin Use ONLY:
New Mexico Tourism Department	Date Received:
Attn: Brandy Velarde - CoOp MMP Payments	Balance Forward:
491 Old Santa Fe Trail	Current Payment
Santa Fe NM 87501	Processing Date:
505-827-7373	Approved: