

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE CITY OF SANTA FE**

ITEM # 16-0734

THIS MEMORANDUM OF AGREEMENT (hereinafter, "Agreement") is entered on this the 13th day of SEPTEMBER 2016, by and between **SANTA FE COUNTY** (hereinafter referred to as the "County"), a New Mexico political subdivision, and the **CITY OF SANTA FE**, (hereinafter referred to as the "City") and collectively referred to as the "Parties".

RECITALS

WHEREAS, the film and media industries contribute tens of millions of dollars a year annually to the local and regional economy; and

WHEREAS, the Local governments benefit significantly through job creation, direct collection of gross receipts taxes, leases, permitting and other fees, as well as through global exposure of the region for tourism, business recruitment and other activities; and

WHEREAS, New Mexico as a state, and the north-central region specifically, has established itself as a premiere production location for film and television production; and

WHEREAS, resources exist in the region to significantly expand both traditional film/television production, and digital media technologies for both entertainment and non-entertainment applications, posing an attractive opportunity for business retention, recruitment and expansion; and

WHEREAS, no centralized, dedicated servicing entity currently exists at the County/City level to handle incoming productions or business queries, resulting in confusion and the potential delivery of reduced and/or sub-par services to productions and businesses wishing to locate in the region. This represents a significant impediment to growth in these areas and also a vulnerability to the local program in an increasingly competitive global production environment; and

WHEREAS, in order to: maximize revenue, job growth and other benefits to the local economy and government; develop and implement a strategic plan for growth in these and related areas; and represent the interests of the local government before state, national and international legislative bodies and professional forums, it is desirable to create a centralized film office administratively housed at the County and servicing the general Santa Fe region as a whole. This is a firmly established tenet of "best practices" in virtually every region of significant production activity throughout the world; and

WHEREAS, the County and the City desire to jointly operate a Santa Fe Film Office.

NOW, THEREFORE, the Parties mutually agree as follows:

1. DUTIES OF THE PARTIES

A. The County shall:

1. Provide direct management and oversight of the Film Office .
2. Appoint a designated staff liaison to work collaboratively with City staff through the Film Office.
3. Provide up to one hundred fifty thousand dollars (\$150,000.00) in total funding for expenses related to the Film Office in Fiscal Year 17.

B. The City shall:

1. Appoint a designated staff liaison to work collaboratively with the Film Office and County staff.
2. Provide up to one hundred fifty thousand dollars (\$150,000.00) in total funding for expenses related to the Regional Film Office in Fiscal Year 17.

C. The Parties shall actively pursue additional non-profit funding to be utilized by the Film Office in furthering the efforts of the Film Office. Any non-profit funding secured, shall be deposited and budgeted within the Santa Fe County financial management system for use by the Film Office.

3. TERM AND TERMINATION

This Agreement shall, upon due execution by all Parties, become effective as of the date first written above and shall terminate on June 30, 2017, unless earlier terminated as indicated below or extended by the mutual written agreement of both Parties. The Parties may amend this MOA and extend the term for one additional year.

This Agreement may be terminated by either Party upon delivery of a written notice delivered to the other Party at least thirty (30) days prior to the intended date of termination. By such termination, neither Party may nullify or avoid any obligations incurred prior to termination.

4. ASSIGNMENT

The County or City shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other Party. Any attempted assignment or transfer without the other Party's advance written approval shall be null and void and without any legal effect.

5. LIABILITY

Each Party shall be solely responsible for fiscal or other sanctions, if any, occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Neither Party shall be liable for the other Party's acts or omissions under this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq. and as amended. The County, City and their "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 MOA modifies or waives any provision of the New Mexico Tort Claims Act.

6. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the Parties hereto.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and the County for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the terminating Party to the other Party. Any Party's decision as to whether sufficient appropriations are available shall be accepted by the other Party and shall be final.

8. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of New Mexico and the ordinances of the City of Santa Fe. The Parties agree that any action or suit arising from this Agreement shall be commenced in the First Judicial District, Santa Fe County, and State of New Mexico.

9. ACCOUNTABILITY

During the term of this Agreement and for a period of three (3) years thereafter, each Party will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other Party and to the public, including any federal, state or local authority during regular business hours.

10. NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a Party to this Agreement.

11. SUCCESSORS AND ASSIGNS:

This Agreement will inure to the benefit of the Parties' successors or assigns.

12. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the City and County and supersedes any prior agreements or understandings with respect to the subject of this Agreement. No changes, amendments or alterations to this Agreement will be effective until in writing and signed by the Parties.

13. NOTICES

Any notice required by this Agreement shall be given in writing to the Parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Katherine Miller, County Manager
Santa Fe County
P. O. Box 276
Santa Fe, New Mexico 875010-0276

CITY: Brian Snyder, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

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IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date written below.

SANTA FE COUNTY:

Miguel M. Chavez
Miguel Chavez, Chairman
Board of County Commission

Approved as to Form:

Gregory S. Shaffer
Gregory S. Shaffer, County Attorney

9/13/16
Date: **ATTEST:**

Geraldine Salazar
GERALDINE SALAZAR
COUNTY CLERK
Date: 9/8/16



Finance Department

Carole Jaramillo
Carole Jaramillo, Finance Director

9/19/16
Date

CITY OF SANTA FE:

Javier Gonzales
Javier Gonzales, Mayor

8-16-16
Date

Approved as to Form:

Kelley A. Brennan (for)
Kelley A. Brennan, City Attorney

7-7-16
Date

Finance Department:

Oscar S. Rodriguez
Oscar S. Rodriguez, Finance Director

8-12-2016
Date

Attest:

Yolanda Y. Vigil
Yolanda Y. Vigil, City Clerk
CC mtg 8/10/16