

MEMORANDUM OF AGREEMENT

CITY SPONSORSHIP OF 2021 ANNUAL ZIA REGIONAL RODEO

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into on this August 1, 2021, between the New Mexico Gay Rodeo Association ("NMGRA") and the City of Santa Fe, a municipal Corporation ("City").

RECITALS:

WHEREAS, NMGRA is hosting its Annual Zia Regional Rodeo to be held at the Rodeo de Santa Fe Arena Summer of each year; and

WHEREAS, attendance at the Zia Regional Rodeo has been at an all time high and has generated many rodeo fans around the world and brings together people from a wide range of locations and from all walks of life.

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. The City shall provide the following in kind services:

Fire Dept – Paramedic/Ambulance – (2 days)	\$1,802.00
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Environmental Service Division – Delivery & pickup of roll off;	<u>\$ 409.09</u> \$ 2,211.09
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2. In consideration for the City's services, the NMGRA agrees to provide the following promotions.

for the benefit of the City:

- A. Promotion of the City of Santa Fe as a destination including attending the Zia Regional Rodeo. This will be accomplish via web marketing on nmgra.org website which will include a link to SantaFe.org, thru print material including "save the date" cards, posters and other printed promotional items. Annual Value: \$5000.00

- B. Promote Santa Fe ; by distributing the 2021 Santa Fe Guide and promoting Santa Fe, NM as a destination at IGRA rodeos in Denver, Colorado; Las Vegas, Nevada; .

Annual Value: \$2900.00

- C. Promotion Santa Fe on the International Gay Rodeo Association FB page, NMGRA FB page, The Gay and Lesbian Rodeo Heritage Page. **Annual Value: \$2100.0**

3. TERM

This Agreement shall terminate on December 31, 2025, unless terminated sooner pursuant to Article 4 below.

4. TERMINATION

A. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination.

B. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

5. STATUS OF CONTRACTOR

Neither party's agents nor employees shall accrue leave, retirement, insurance, bonding, use of the other party's vehicles, or any other benefits afforded to the other party's employees as a result of this Agreement.

6. CONFIDENTIALITY

Any confidential information provided to or developed by either party in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the other party without the prior written approval of the other party.

7. CONFLICT OF INTEREST

Both parties warrant 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 or services required under this Agreement.

8. ASSIGNMENT; SUBCONTRACTING

Neither party shall assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the other party.

9. RELEASE

Both parties release each other, their officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The parties agree not to purport to bind each other to any obligation not assumed herein by the parties unless the parties have express written authority to do so, and then only within the strict limits of that authority.

10. 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 NMGRA. 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.

11. RECORDS AND AUDIT

The NMGRA shall maintain detailed time records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City. 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 illegal payments

12. APPLICABLE LAW; CHOICE OF LAW; VENUE

This Agreement shall be governed by the ordinances of the City of Santa Fe and the laws of the state of New Mexico.

13. AMENDMENT

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

14. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. 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.

16. 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.

CITY: Jarel LaPan-Hill, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

NEW MEXICO GAY
RODEO:

Brian Helander, Trustee
NMGRA
11 High Country Road
Santa Fe, New Mexico 87508

17. LIABILITY:

The City and the NMGRA/Zia Regional Rodeo are each responsible for the acts or omissions of its own employees, agents, officers, and contractors only to the extent provided for by the New Mexico Tort Claims Act. Neither party is liable for the acts or omissions of the other parties' employees, agents, officers, and contractors.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

Jarel LaPan Hill

Jarel LaPan Hill (Aug 30, 2021 13:30 MDT)

JAREL LAPAN-HILL
CITY MANAGER

DATE: Aug 30, 2021

NEW MEXICO GAY RODEO ASSOCIATION:

Keith Holtzclaw
KEITH HOLTZCLAW
PRESIDENT, NMGRA

DATE: 8/3/21

Tax ID: 850348680

CRS: 02-190919-00-9

Special Event Sponsor Permit # 2021-16951

ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Aug 30, 2021 14:01 MDT)

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 30, 2021 14:14 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY,
FINANCE DIRECTOR

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BUSINESS UNIT & LINE ITEM

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AJH