

**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE CITY OF SANTA FE
REGARDING THE SANTA FE REGIONAL FILM OFFICE**

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered on this the 31st day of August 2021, between **SANTA FE COUNTY** (hereinafter "County"), a political subdivision of the state of New Mexico, and the **CITY OF SANTA FE** (hereinafter "City").

RECITALS

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

WHEREAS, local governments benefit from the film industry 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, in fiscal year 2017, the County and the City jointly established the Santa Fe Regional Film Office and entered into Memorandum of Agreement No. 2016-0358-CMO/MM; and

WHEREAS, the parties entered into subsequent Memorandum No. 2018-0080-CMO/BT; 2019-0175-CMO/BT and 2020-0147-CMO/BT, establishing and amending the funding contributions by the parties for each respective fiscal year for the operation of the Santa Fe Film Office; and

WHEREAS, the parties wish to enter into this MOA No. 2021-0121-CMO/BT to supersede all prior agreements and establish the funding of the Santa Fe Film Office for the next four years and provide for other duties of the Santa Fe Regional 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 staff of the Santa Fe Regional Film Office.
2. Designate a liaison to work with the City to perform the duties and obligations of the Santa Fe Regional Film Office.
3. Provide funding for operational expenditures of the Santa Fe Regional Film Office as follows:

- a) Fiscal Year 2022 - \$100,000.00
- b) Fiscal year 2023 - \$125,000.00
- c) Fiscal year 2024 - \$125,000.00
- d) Fiscal year 2025 - \$135,000.00

B. The City shall:

- 1. Designate a liaison to work with the County to perform the duties of and obligations of the Santa Fe Regional Film Office.
- 2. Provide funding for operational expenses of the Santa Fe Regional Film Office as follows:
 - a) Fiscal year 2022 - \$100,000.00
 - b) Fiscal year 2023 - \$125,000.00
 - c) Fiscal year 2024 - \$125,000.00
 - d) Fiscal year 2025 - \$135,000.00

2. FUTURE INDEBTEDNESS

Subject to NMSA 1978, § 6-6-11 (Bateman Act), Art. IX, Sec. 10, and Article IX, sec. 12, of the state constitution, and the availability of sufficient appropriations from the Santa Fe County Board of County Commissioners and the Governing Body of the City of Santa Fe, nothing in this MOA shall require the County or the City to become indebted or contract any indebtedness of any kind or nature whatsoever during any current year which, at the end of such current year, is not and cannot be paid out of the money actually collected and belonging to that current year, and any indebtedness for any current year which is not paid and cannot be paid, as provided above, shall be void.

3. TERM AND TERMINATION

- A. This MOA shall become effective as of the date of last signature by the parties hereto and shall terminate on June 30, 2025, unless earlier terminated as indicated below.
- B. This MOA may be terminated by either party upon delivery of a written notice delivered to the other party at least 90 days prior to the stated date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to the termination.

4. ASSIGNMENT

Neither party 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 occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Each party shall be liable for its actions in accordance with 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. The County, 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 MOA modifies or waives any provision of the New Mexico Tort Claims Act.

6. AMENDMENT

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

7. APPROPRIATIONS AND AUTHORIZATION

The terms of this MOA 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 MOA. If sufficient appropriations and authorization are not made, this MOA 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 MOA shall be governed by, and construed in accordance with, the laws of New Mexico and the applicable ordinances of the parties.

10. ACCOUNTABILITY

During the term of this MOA and for a period of three years thereafter, each party will maintain accurate and complete records of all disbursements made and monies received by each under this MOA and, upon receipt of reasonable written request, each shall make such records available to the other party and to the any other parties during regular business hours of the Regional Film Office.

11. NO THIRD-PARTY BENEFICIARIES

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

13. ENTIRE AGREEMENT

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

14. NOTICES

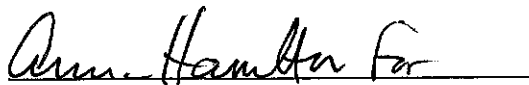
Any notice required by this MOA shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Santa Fe County
Attn: Jennifer LaBar-Tapia, Film Office Executive Director
P. O. Box 276
Santa Fe, New Mexico 87504-0276

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

IN WITNESS WHEREOF the parties have duly executed this MOA as of the date of last signature by the parties hereto.

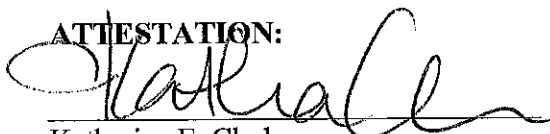
SANTA FE COUNTY



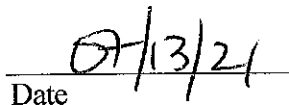
Henry P. Roybal, Chair
Santa Fe County Board of County Commissioners



ATTESTATION:



Katharine E. Clark
Santa Fe County Clerk


Date

Approved as to form:

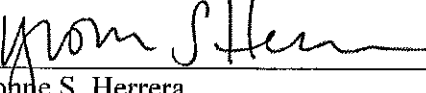
Roberta D. Joe for G.S.S.

June 25, 2021

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Division:


Yvonne S. Herrera
Finance Director

7/2/2021

Date

CITY OF SANTA FE:

Alan Webber, Mayor

Date

ATTEST:

Kristine Bustos Mehelcic, City Clerk

Date

Approved as to form:

Erin McSherry, City Attorney

Date

Finance Department:

Mary McCoy, Finance Director

Date


Memorandum of Agreement No. 2021-0121-CMO/BT

Finance Division:

Yvonne S. Herrera
Finance Director

Date

CITY OF SANTA FE:





Alan Webber, Mayor

8/31/2021

Date

ATTEST:



Kristine Mihelcic (Sep 1, 2021 12:26 MDT)

Kristine Bustos Mehelcic, City Clerk 
GB MTG 08/25/2021

Sep 1, 2021

Date

Approved as to form:




Erin McSherry, City Attorney

Jun 25, 2021

Date

Finance Department:



Mary McCoy, Finance Director

Aug 31, 2021

Date