

MEMORANDUM OF AGREEMENT

CITY SPONSORSHIP OF ANNUAL RODEO DE SANTA FE

THIS MEMORANDUM OF AGREEMENT ("Agreement") is entered into on this 1st day of Sept, 2021, between the Rodeo de Santa Fe and the City of Santa Fe, a municipal Corporation ("City").

RECITALS:

WHEREAS, the Rodeo de Santa Fe is held yearly each summer; and

WHEREAS, the Rodeo de Santa Fe remains one of the top 60 PRCA Rodeos in the nation that draws local residents and visitors from around the country to enjoy the rodeo, the carnival midway, concessions and vendors which contributes to the City's economy and increases gross receipts tax ("GRT");

WHEREAS, pursuant to Resolution No. 2013-28, the City Council has authorized the sponsorship of the Rodeo de Santa Fe in an annual amount not to exceed \$10,000 per year less any in-kind services.

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. The City shall provide in-kind services each year at a prevailing rate.

The amount and value of City in-kind services are **estimated and subject to change**, based on final needs. Rodeo de Santa Fe will work with City Departments to obtain quotes each year for event needs. It is the responsibility of the Vendor to provide these quotes at the time of reimbursements to TOURISM Santa Fe (the paying City Department).

2. In consideration for the City's services the Rodeo de Santa Fe shall provide the following in-kind services to the City that are equal to or greater than the value of the in-kind services provided by the City:

Chute Sign \$3,000.00 A 2'h x 7'h permanent sign advertising the city of Santa Fe is mounted on a bucking chute inside the arena. These signs are highly visible and announced when the chute is being used.

Digital Scoreboard \$1,000.00

The City of Santa Fe logo will be scrolled on the digital scoreboard when the gates open at 5pm until 6:30pm and again when the performance ends.

Rodeo Road Fence Banner \$500.00

A 4'h x 8'w maximum banner, provided by City of Santa Fe, will be hung on the fence along Rodeo Road for 14 days visible to a large volume of traffic.

Website Listing (Year-round) \$500.00

The City of Santa Fe logo will be posted on the Rodeo De Santa Fe website with a link to the city of Santa Fe website.

Social Media Value estimated \$250.00 minimum value

The City of Santa Fe will receive 2021 year-round "shout-outs" and mentions on Facebook and Twitter.

Print Advertising and Radio estimated \$2500.00 minimum value

The City of Santa Fe will be listed as a sponsor in print ads and promotional poster.

Sponsor Flag Ceremony Value \$500.00

The City of Santa Fe flag will be part of the sponsor recognition flag tribute during each performance.

Year Round Chute Sign estimated value \$3,000.00

The City of Santa Fe sign remains posted in the arena during all other events being held at the Rodeo de Santa Fe grounds including but not limited to:

The City will reimburse the Rodeo de Santa Fe for approved costs upon receipt and acceptance of invoices, provided that City's total cash or in-kind sponsorship shall not exceed \$10,000.00 per year.

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 Rodeo de Santa Fe. 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 Rodeo de Santa Fe 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 Memorandum of Understanding shall not be altered, changed, or amended except by instrument in writing.

14. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties 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

By entering into this Agreement, 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 in connection with this Agreement is subject to the immunities of the New Mexico Tort Claims Act, Sections 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 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

RODEO DE SANTA FE: Jim Butler, President
Rodeo de Santa Fe
PO Box 5185
Santa Fe, New Mexico 87502-5185

17. LIABILITY:

The City and the 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:

RODEO DE SANTA FE:

Jarel LaPan Hill
Jarel LaPan Hill (Sep 27, 2021 10:31 MDT)

JAREL LAPAN-HILL
CITY MANAGER


JIM BUTLER, PRESIDENT

DATE: Sep 27, 2021

DATE: 9/14/2021

CRS: 02-188962-007
Business License: 227169

ATTEST:

Kristine Bustos-Mihelcik
KRISTINE BUSTOS-MIHELCIK, CITY CLERK XIV
XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Sep 13, 2021 10:34 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

ORG.OBJ Code: 2130523.510400 (VSF Program & Events/Grants & Services)

AJH
AJH