

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

This Memorandum of Understanding is made and entered into by and between the City of Santa Fe (the "City") and the County of Santa Fe (County). The date of this Agreement shall be the date when it is executed by the City.

WITNESSETH:

The City and County desire to work together to promote Santa Fe as a travel destination through an aggressive media relations effort. The City, through its Convention and Visitors Bureau (CVB) already represents county businesses in its promotional efforts without the benefit of revenue from these businesses. **The City currently has a media relations contract for \$125,000 with Locas Communications, Inc. The City and County would like to enter into an Agreement to provide for the services of a New York based media relations firm which specializes in Destination Marketing.**

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. PURPOSE

The purpose of this Memorandum is to summarize in writing the terms between the City and the County of Santa Fe for jointly promoting Santa Fe as a travel destination.

2. SCOPE OF AGREEMENT AND RESPONSIBILITIES

A. The City and the County agree that in order to provide media relations services, each party shall be bound by the following terms:

(1) The County shall provide the City with \$37,500 towards the total Media Relations promotional effort.

(2) The City shall: Prepare an agreement with Locas Communications increasing the Current contract by \$75,000 (including the \$37,500 from the County) to allow Locas Communications to contract with the New York based Public Relations Agency. The CVB Director will manage the contract.

B. The City shall: Provide the County Lodgers Tax Advisory Board a monthly activity report on all Media Relations efforts. These efforts will directly benefit tourism related businesses located in both the City and the County to the extent that lodging, restaurants, and attractions located in both jurisdictions shall be pitched equally to prospective media. It is understood that the journalist/media outlet will have the ultimate decision as to what businesses are featured.

3. PAYMENT

The County of Santa Fe shall pay the City in full payment for Media Relations contractual services, a sum equal to thirty-seven thousand five hundred dollars (37,500.00). Payment will be made in total within 30 days of the execution of this agreement.

4. TERM

This Memorandum of Understanding shall expire on June 30, 2011 unless otherwise extended by both the County in writing within 30 days before the end of this Agreement.

5. TERMINATION

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

6. STATUS OF CITY AND COUNTY

The City and the County are separate legal entities. The City's agents and employees are not employees or agents of the County. The County's agents and employees are not employees of the City. No powers of the County, express or implied, shall be granted to the City on behalf of the County, excepting those set forth herein.

7. NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. 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/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

8. 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 County. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of the Agreement.

9. AMENDMENT

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

10. NOTICIES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe
Keith Toler, Director
City of Santa Fe CVB
P.O. Box 909
Santa Fe, NM 87504

County of Santa Fe
Teresa Martinez, Director
Department of Finance
102 Grant Avenue
Santa Fe, NM 87504

11. APPLICABLE LAW

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

IN WITNESS WHEREOF, the parties have duly executed this

Memorandum of Understanding as of the first date written above.

Santa Fe County:



Katherine Miller
Santa Fe County Manager

1-21-11
Date

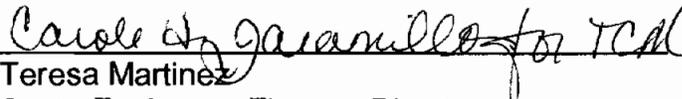
Approved as to Form:



Stephen C. Ross
Santa Fe County Attorney

1-20-11
Date

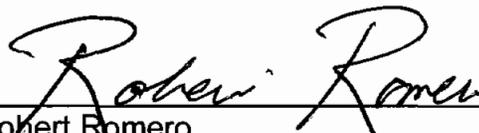
Finance Department Approval:



Teresa Martinez
Santa Fe County Finance Director

1/25/11
Date

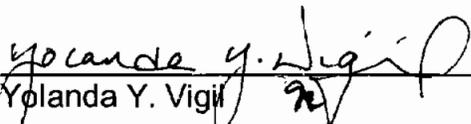
City of Santa Fe:



Robert Romero
City of Santa Fe Manager

1-28-11
Date

Attest to:



Yolanda Y. Vigil
Approved as to Form:

1-2-11
Date



Geno Zamora, City Attorney
Approved:



Kathryn Raveling, Finance Director

1/27/11