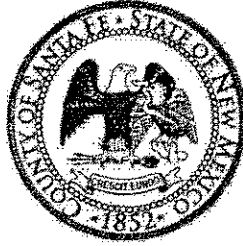


Henry P. Roybal
Commissioner, District 1

Anna Hansen
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Anna T. Hamilton
Commissioner, District 4


Ed Moreno
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: August 28, 2018

TO: Board of County Commissioners

FROM: Stephanie Schardin Clarke, Finance Division Director 

VIA: Katherine Miller, County Manager

RE: **Resolution No. 2018-_____, A Resolution Requesting to Budget Revenue and Expenditures for New Mexico True Cooperative Marketing Award No. 19-418-3002-M26 in the Additional Amount of \$6,000 (Fund 215) (Finance Division / Stephanie Schardin Clarke)**

SUMMARY:

The purpose of this request is to budget additional grant funds received from the State of New Mexico Tourism Department.

BACKGROUND:

Santa Fe County was awarded Grant #19-418-3002-M26 from the State of New Mexico Tourism Department on May 17, 2018 in the amount of \$41,747; during the FY19 budget preparation the award amount was incorrectly budgeted at \$35,747 due to confusion in the grant language therefore the difference of \$6,000. The purpose of this grant agreement is to promote travel within and to New Mexico by advertising through various forms of media as defined in the grant agreement. This grant award is on a reimbursement basis.

ACTION REQUESTED:

Approval of Resolution to increase the budget in the Lodgers' Tax Fund (215) by \$6,000 to budget the grant revenue received and anticipated expenditures.

SANTA FE COUNTY

RESOLUTION 2018 - _____

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session on _____, did request the following budget adjustment:

Department / Division: CMO/County Manager Fund Name: Lodgers' Tax

Budget Adjustment Type: Budget Increase Fiscal Year: 2019 (July 1, 2018 - June 30, 2019)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	REVENUE NAME	INCREASE AMOUNT	DECREASE AMOUNT
215	0320	371	01-02	Tourism Grant	\$6,000	
TOTAL (if SUBTOTAL, check here)					\$6,000	

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/OBJECT XXXX	CATEGORY / LINE ITEM NAME	INCREASE AMOUNT	DECREASE AMOUNT
215	0320	433	50-03	Contractual Services	\$6,000	
TOTAL (if SUBTOTAL, check here)					\$6,000	

Requesting Department Approval: Annette G. Baca Title: Accountant Senior Date: 8/10/18

Finance Department Approval: [Signature] Date: 8/10/18 Entered by: _____ Date: _____

County Manager Approval: [Signature] Date: 8/14/18 Updated by: _____ Date: _____

1910 # 109

SANTA LUIS COUNTY

RESOLUTION 2018 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT: Name: Annette G. Baca, Accountant Senior Dept/Div: CMO/Finance Phone No.: 505-995-2734

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

- 1) FY19 Tourism Grant (#19-418-3002-M26) was not fully budgeted in the final budget.

Please summarize the request and its purpose.

a) Employee Actions

Line Item	Action (Add/Delete Position, Reclash, Overtime)	Position Type (permanent, term)	Position Title

b) Professional Services (50-xx) and Capital Category (80-xx) detail:

Line Item	Detail (what specific things, contracts, or services are being added or deleted)	Amount

- 2) Is the budget action for RECURRING expense or for NON-RECURRING (one-time only) expense _____

SANTA FE COUNTY

RESOLUTION 2018 - _____

ATTACH ADDITIONAL SHEETS IF NECESSARY.

DEPARTMENT CONTACT:

Name: Annette G. Baca Dept/Div: CMO/Finance Phone No.: 505-995-2734

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT (If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.):

FY 2019 Tourism Grant (#19-418-3002-M26) was not fully budgeted in the final budget.

- 3) Does this request impact a revenue source? If so, please identify (i.e. General Fund, state funds, federal funds, etc.), and address the following:
 - a) If this is a state special appropriation, YES _____ NO X
If YES, cite statute and attach a copy.
 - b) Does this include state or federal funds? YES _____ NO X
If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.
 - c) Is this request is a result of Commission action? YES _____ NO X
If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.).
 - d) Please identify other funding sources used to match this request.

SANTA FE COUNTY

RESOLUTION 2018 - _____

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This _____ Day of _____, 2018.

Santa Fe Board of County Commissioners

Anna Hansen, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

NEW MEXICO TOURISM DEPARTMENT COOPERATIVE MARKETING
MEDIA MENU PROGRAM (MMP)
MEMORANDUM OF AGREEMENT
BETWEEN THE NEW MEXICO TOURISM DEPARTMENT AND
PUBLIC ENTITY, TRIBAL GOVERNMENT OR NON-PROFIT ORGANIZATION

THIS AGREEMENT is between the State of New Mexico Tourism Department (NMTD) and Santa Fe County (Entity), collectively "Parties." This Agreement, numbered 19-418-3002-M26 is effective on the date of last signature, below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of stimulating statewide tourism activities; and,

WHEREAS, in the Laws of 2018, Chapter 73, Section 10, Item 26, the New Mexico Legislature authorized the marketing and promotions program of NMTD to grow advertising efforts by leveraging partnership dollars in the tourism enterprise fund; and,

WHEREAS, NMTD desires to coordinate this partnership effort through cooperative marketing programs with matching funds for certain non-profits, local and tribal governments; and,

WHEREAS, Entity wishes to leverage the New Mexico True brand (Brand), detailed in Exhibit A, and advertising and media related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further Parties' efforts,

NOW, THEREFORE, both Parties agree that this Agreement is entered into expressly and solely for the purpose and support of stimulating tourism in New Mexico.

IT IS THEREFORE AGREED in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the receipt of which is hereby, acknowledged, the parties agree in consideration of the mutual covenants and conditions contained herein:

AGREEMENT

I. Scope and Deliverables shall be carried out as follows:

- A. Entity shall:
 - 1. Meet or exceed the requirements of its FY19 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY19 Opt-In Award Summary, approved by NMTD, attached as Exhibit B and recognized as part of this agreement.
 - 2. Make payment of \$35,747 by the payment due dates indicated on the approved FY19 Opt-In Award Summary.

- a. Funds for Fall/Winter 2018 and all Out-of-Home (OOH) initiatives shall be paid by July 9, 2018 and held in escrow in the tourism enterprise fund until paid to appropriate vendor(s) by NMTD.
 - b. Funds for Spring/Summer 2019 campaigns and creative shall be paid by December 10, 2018 and held in escrow in the tourism enterprise fund until paid to appropriate vendor(s) by NMTD.
 3. Agree to follow the established New Mexico True brand guidelines found in the Ad Builder Guidebook at media.nmtourism.org. Entity may use the Department's Ad Builder Toolkit to create advertising as necessary. Any and all usage of the mark must adhere to the Brand guidelines and must be approved by NMTD prior to use.
 4. Understand that failure to meet assigned deadline dates or to respond to NMTD and/or vendor communication that jeopardizes the agreed upon scope of work will result in NMTD action, including but not limited to, cancelling ad placement(s) and/or termination of this Agreement. NMTD reserves the right to proceed without Entity approval. Funds provided by the Entity may be reallocated or otherwise disbursed. Such determinations are at the sole discretion of NMTD and shall be final.
 5. Agree that any failure to adhere to the parameters set forth herein may affect Entity's eligibility for future awards.
 6. Submit completed end-of-year Tracking and Impact Report to NMTD by July 5, 2019.
- B. NMTD and its representatives shall:
1. Offer individualized consultations based on available MMP options upon request.
 2. Communicate with MMP media vendors and secure ad placement and/or services as agreed upon and set forth the FY19 Opt-In Award Summary.
 3. Provide Insertion orders, proof of placement and other documentation that ad campaign was executed as set forth.
 4. Pay media vendors following receipt of payment from Entity.
 5. Encumber \$41,747, the net value of the award, to execute ad campaign and/or services as set forth in the FY19 Opt-in Award Summary.
 6. Collect and share campaign performance measurement data.

II. Grant of Rights and Quality Control:

For the term of this Agreement, NMTD grants rights to Entity a non-exclusive, non-transferable, worldwide right and license use of the Brand to promote and advertise Entity's destination and tourism assets within New Mexico in agreed upon media in Exhibit B, subject to NMTD creative approval prior to placement.

- A. ALL Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand guidelines as set forth in the Ad Builder Guidebook.
- B. NMTD will exercise its right to inspect Entity's goods, services and promotional activities employing the Brand mark to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate the Agreement should it determine that the use is inconsistent with this Agreement. Example of the Brand mark can be found in Exhibit A.

III. Copyright:

- A. All materials developed or acquired by the Entity under this Agreement shall become the property of the State of New Mexico. Nothing produced, in whole or in part, by the Entity under this Agreement shall be the subject of an application for copyright by or on behalf of Entity.
- B. NMTD may access and use Entity's advertisements at its sole discretion.

IV. Terms and Conditions shall be agreed upon as follows:

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Entity. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Entity and shall be final.
- B. This Agreement shall become effective upon its execution by both parties through June 30, 2019. Either party may terminate or seek to further negotiate this Agreement upon ninety (90) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by both parties.
- D. ~~Entity shall fully indemnify, defend and hold NMTD, its officers, agents and employees harmless from any liability, losses or damages that it may suffer as a result of claims, suits, demands, costs or judgments against Entity or NMTD that directly or indirectly result from or arise in connections with the activities to be carried out pursuant of this MOA. Any liability in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.~~
- E. This Agreement is governed by the laws of the State of New Mexico. The agreement by Entity to abide by the laws of the State of New Mexico and to comply with any other terms or conditions of this Agreement shall only waive the Entity's sovereign rights to the extent specifically agreed to by the terms of this Agreement.
- F. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

RDJ
5/9/18
RJD
5/16/18

V. Notices:

Any notice required to be given to either Party shall be in writing and delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:


To New Mexico Tourism Department:
Andrea M. Lawrence
Brand Development & Marketing Specialist
491 Old Santa Fe Trail | Santa Fe, NM 87501
505-795-0108 | andrea.lawrence@state.nm.us

To Entity:
Santa Fe County
Ms. Katherine Miller, County Manager
102 Grant Ave. / PO Box 276
Santa Fe, NM 87504
(505)995-2761 | kmiller@santafecountynm.gov

AUTHORITY

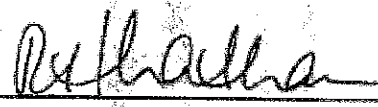
The person signing below for the Entity has the authority to bind the Entity without further resolution or authorization by Entity's organization.

This Agreement becomes effective as of the date of execution by the State of New Mexico.

By: 
Entity Contact Name

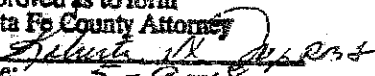
DEPUTY COUNTY MANAGER
Entity Contact Title

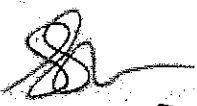
5-11-18
Date

By: 
Rebecca Latham

Cabinet Secretary, Tourism Department

5/17/18
Date

Approved as to form
Santa Fe County Attorney
By: 
Date: 5-9-18


Finance Director
5/10/18

NEW MEXICO

FY19 OPT-IN AWARD SUMMARY

Organization Name: Santa Fe County
 Organization Contact Name: Lisa Cecchi
 Email: lisa@newmexico.gov

AD Agency: BR Advertising
 Contact: David Hinkle
 Email: david@brad.com

Agency/Service	Vehicle	Position	Trailing	Total Gross # of Opt- In Vehicle # of Gross Revenue	Total Gross \$ Value of Revenue	Commission \$	Commission %	Net Award	Due to Award 7/1/18	Due to Award 12/31/18	
Digital Display - Email News - Ad Design Credits	DIGITAL DISPLAY - PROGRAMMATIC	PROGRAMMATIC		1	\$11,500	\$0	0%	\$11,500	\$0	\$0	
Digital Display - Email News - Ad Design Credits	DIGITAL DISPLAY - PROGRAMMATIC	PROGRAMMATIC		1	\$1,000	-\$500	50%	\$500	-\$500	\$1,000	
OOH - Airport	OOH AS AT MONTH (DVA) AIRPORT 12	AD DESIGN CREDITS		1	\$3,375	\$4,888	50%	\$1,750	\$4,250	-\$4,888	
OOH - Airport	AIRPORT/ROCK SPONSOR 1/2/14	AD DESIGN CREDITS		3	\$20,310	\$10,155	50%	\$10,155	\$4,831	-\$4,831	
OOH - Airport	NO DESIGN CREDITS			4	\$7,200	-\$1,000	50%	\$1,000	\$1,000	-\$1,000	
Print	Fast Moving Ad/Video Section Travel		OCTOBER 2018	1	\$15,471	\$7,735	50%	\$7,735	\$6,227	-\$6,727	
Print	Foodway Station Mag Special New Mexico Section		MAY 2018	1	\$18,377	\$0	0%	\$18,377	\$7,960	\$7,960	
Print	New Mexico Time Adventure Guide ATA Carve Display		JUN 2018	1	\$13,855	\$6,927	50%	\$6,927	\$5,960	-\$5,960	
Print	AD DESIGN CREDITS			3	\$3,000	-\$1,500	50%	\$1,500	\$1,500	-\$1,500	
				TOTAL AGENCY	\$85,118	\$16,671	51.92%	\$41,747	\$22,757	\$12,990	
				TOTAL FLEX	0	\$0	N/A	\$0	\$22,757	\$12,990	
				GRAND TOTAL:	16	\$85,118	\$16,671	51.92%	\$41,747	\$22,757	\$12,990

PLEASE UNDERSTAND THAT THIS AGENCY SUMMARY IS BASED ON YOUR STATE. YOU WILL BE BILLED BY YOUR AGENCY FOR THE GROSS UNADJUSTED, WHICH INCLUDES YOUR AGENCY'S COMMISSION FROM THE GROSS VALUE. YOUR AGENCY WILL BE BILLED BY THE OPT-IN FOR THE NET VALUE AFTER YOUR AGENCY'S COMMISSION IS DEDUCTED FROM THE GROSS VALUE. YOUR AGENCY'S COMMISSION RATE SHOULD BE SPECIFIED ON THE BASIS OF YOUR AGENCY'S STATE OF RESIDENCE. THIS SUMMARY IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE AN OFFER OF SERVICE. THE AWARD IS SUBJECT TO THE TERMS AND CONDITIONS OF THE AWARD AGREEMENT AND THE AWARD SCHEDULE. YOUR AGENCY'S STATE OF RESIDENCE IS A REQUIREMENT FOR THE AWARD.

TOTAL AGENCY GROSS VALUE: \$47,559.00

NET TOTAL: \$41,747

GROSS TOTAL: \$22,757

NET TOTAL: \$12,990

**New Mexico Tourism Department
Cooperative Marketing Grant Cycle FY19
Exhibit A – Brand Use and Example**

Use of the Brand Mark is limited to the form as shown in example below. Mark shall not be modified and usage must adhere to the New Mexico True Guidelines found at media.nmtourism.org. Any and all use of the Mark must be approved by the New Mexico Tourism Department (NMTD) in advance of replication or placement. NMTD reserves the right to inspect any usage of the Mark to ensure proper quality and consistency, as deemed acceptable by NMTD. Decisions about Mark usage are final.

Example:



Note that NMTD will provide customized "logo lockup" as above in various file formats and colors (palette compliant with Brand standards, found within and downloaded from Ad Builder Tool Kit).

MMP NMTD Co-Op Program FY19

Partner Name:	Santa Fe County	Bill to Agency:	HK Advertising
Primary Contact Name:	Lisa Katenak	Billing Contact:	David Hayduk
Email:	lkatenak@santafe.nm.gov	Billing Email:	dhayduk@hkadvertising.com
Phone:	(505)995-2761	Billing Phone:	505-995-2761

MEDIA SERVICE	VENDOR	DESCRIPTION	TRAINING	NET PARTNER \$ (Due to NMTD 7/9/18)	NET PARTNER \$ (Due to NMTD 12/10/18)
Digital Display Email Radio	DIGITAL DISPLAY: PROGRAMMATIC VIA NT	STANDARD AD: 300x600, 300x250, 728x90 (300x250 desktop, tablet and mobile) 2,000,000 Impressions, 200,000 Value Add impressions per SEASONAL OPT IN	March - May 2019		\$5,000
Digital Display Email Radio Ad Design Credits	AD DESIGN CREDITS	NMTD \$ credit towards your ad design expense for digital display ads. All approved credits will be applied towards 1st partner payment due 7/9/18.		-\$500	
OOH & Airport	DALLAS FT WORTH (DFW) AIRPORT (2 Participating Partners Required)	RECHARGE STATIONS: 10 second static or motion (no audio) rotation on triple sided digital re-charge stations in all 5 terminals, 39 screens, airport wide in high-dwell time areas for both departing and arriving passengers.	NMTD requires moving from requested timing of Mar	\$4,250	
OOH & Airport	ALBUQUERQUE SUNPORT (ABQ)	LCD SCREEN: 10 Second Ad on Package of 12 - 75" LCDs - Bag Claim. Total coverage to all arriving passengers (Dwell time 15-30 mins) + 10 Second Ad on Package of 4 - 84" LCDs - Lobby. Reaches all ticketed passengers, departing or arriving. 1.1 MILLION IMPRESSIONS PER MONTH	Aug 2018 Sept 2018 Oct 2018	\$8,831	
OOH & Airport - Ad Design Credits	AD DESIGN CREDITS	NMTD \$ credit towards your ad design expense for OOH digital or vinyl billboards. All approved credits will be applied towards 1st partner payment due 7/9/18.		-\$1,000	
Print	Texas Monthly NEW MEXICO TRAVEL SECTION	Full Page Display Ad, Custom Email Content Placement, 1 Paragraph of Value Ad Editorial	OCTOBER 2018	-\$6,727	
Print	Southwest Airlines Mag SPECIAL NEW MEXICO SECTION	FULL PAGE SPECIAL NEW MEXICO SECTION. Display + Added Value Editorial * Added Value: 4-6 sentence advertorial mention within the section.	MAY 2018		\$7,990
Print	New Mexico True Adventure Guide A LA CARTE DISPLAY	Full page Display Ad	JAN 2019	\$5,950	
Print - Ad Design Credits	AD DESIGN CREDITS	NMTD \$ credit towards your ad design expense for print a la carte display ads. All approved credits will be applied towards 1st partner payment due 7/9/18. (Special Advertorial programs not eligible for ad design credits)		-\$1,500	

TOTAL PAYMENT DUE 7/9/18	\$52,757
TOTAL PAYMENT DUE 12/10/18	(\$2,990)
GRAND TOTAL	\$49,767

PAYABLE BY CHECK ONLY TO:	For NMTD Admin Use ONLY:
New Mexico Tourism Department	Date Received
Attn: Brandy Velarde - CoOp MMP Payments	Balance Forward
491 Old Santa Fe Trail	Current Payment
Santa Fe NM 87501	Processing Date
505-827-7373	Approved

