



**Santa Fe Brand Development
Research Report**

Presented by GumCo

08.30.16

Agenda

- Background & Objectives
- Methodology
- Stakeholder Interviews Summary
- Community Survey Summary
- Focus Groups Report
- Conclusions & Recommendations

Background & Objectives

- Establish a foundation of understanding and insights from various Santa Fe County constituent groups on which to build a salient brand.

Brand Development Methodology

- Phase I: Exploratory Research
 - In-depth, one-on-one stakeholder interviews
 - Key Santa Fe County stakeholders, n=15
 - 45 to 60 minutes (Sometimes more)
 - Exploratory online interview survey
 - Santa Fe County & City residents, involved community members, County employees, open to all, n=273
- Phase II: Brand Position Development
- Phase III: Brand Position Testing
 - Qualitative focus groups
 - Santa Fe County businesses and residents; n=23
 - 90 minutes
- Phase IV: Brand Refinement & Logo Development
 - Position refinement and logo development

PHASE I: EXPLORATORY RESEARCH STAKEHOLDER INTERVIEWS

SANTA FE COUNTY

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Stakeholder Participants

- Stakeholders interviewed:
 - Karen Nance, Southern Santa Fe County representative
 - Simon Brackley, Santa Fe Chamber of Commerce
 - David W. Griscom, Santa Fe County Economic Development Manager
 - Jayne Levant, ACCT Committee
 - William Mee, Agua Fria Village Association President
 - John Alejandro, Community Member, Small Business Owner
 - Kate Noble, City of Santa Fe Government
 - Hvtce Miller, Intergovernmental Outreach Coordinator
 - Thomas A. Romero, Northern New Mexico representative
 - Katherine Miller, Santa Fe County Manager
 - Miguel Chavez, Commissioner
 - Kathy S. Holian, Commissioner
 - Liz Stefanics, Commissioner
 - Henry Roybal, Commissioner
 - Robert Anaya, Commissioner (via survey)

Discussion Guide Outline

- Introduction (Asked to focus on Santa Fe County, not Santa Fe City)
- Exploratory Questions
 - Greatest strengths & weaknesses of Santa Fe County
 - Biggest benefits of living in Santa Fe County
 - Most unique about Santa Fe County
 - What does Santa Fe County represent in the hearts and minds of residents?
 - Single biggest challenge to growth
 - How does Santa Fe County differ from other New Mexico counties?
- Visitor Perspectives
 - What does Santa Fe County represent in the hearts and minds of visitors?
 - Biggest visitor attractions
- Creative Exercise
 - Summarize Santa Fe County in one or two words, short phrase
 - Develop an ad to get someone to move to Santa Fe County
 - Choose one thing to represent Santa Fe County
- Wrap-up
 - Most known for arts, history or outdoor recreation?
 - Anything additional to add

Initial Positions Tally

- What is Santa Fe is most known for – arts, history, outdoor recreation or other?
 - Arts (6)
 - History (5.5)
 - Outdoor Recreation (5)
 - Other – Native American Artifacts (.5), Cottage Industries (.5)
 - 1 point for first mention, .5 points for anything additional
- Opinions differed for:
 - Local vs. visitor perceptions
 - Current vs. future positioning

The interview process revealed that the three initial position options – Arts, History, and Outdoor Recreation – while viable position options, were surface-level positions, and that Santa Fe County is actually about much more.

Santa Fe County Concepts

- Connection to and Roots in Santa Fe area history
 - Santa Fe area was occupied 100's of years before Jamestown
 - "I call myself a New Mexican first and then an American"
- Diversity of landscape (mountains, mesas, plains, etc.)
 - "This is the only place in the U.S. where you have four major eco zones. You have the Pacific ecosystem with the Sonoran Desert and the Rockies and the plains. They all meet here in Santa Fe."
- Spirituality
 - "At 7,000 feet you are closer to your Creator"
 - "There's something about this landscape that speaks to me. When I was a little kid my family traveled a lot. My dad was a teacher and had summers off. We'd drive on route 66 and saw all the states. But there was something about New Mexico and the skies and clouds and thunderstorms, something that resonated with me in a physical sense."

Santa Fe County Concepts

- Sense of community/belonging and Strength of collaboration
 - “Everyone has been living together in this region so the cooperation mentality has been in place. It goes back to even when it was just pueblos with people working together, on to Spanish colonialism where they had to work together too. Even in to modern day, people are still trying to be this way.”
- Open space, Vastness
- Tri-cultural melting pot (Anglo, Native American pueblos, Spanish)
 - “Having three separate, but intermingled cultures living side by side, you don’t see that very often. It’s one of our defining characteristics.”
- Respect for the land, it’s value, sacredness
 - “It’s not my land, even though I live here. When I’m out walking through my property, I find arrowheads and have even found a Civil War button. People have been in this land long before me.”

Santa Fe County Concepts

- Agua Fría story
 - Illustrates how refreshing the cold, mountain stream, would have been for those who first migrated north into the Santa Fe area
- Broader than arts alone
 - Santa Fe County is not simply arts and culture, but creativity and culture
- Well-to-do, respected seniors retire in Santa Fe, or residents born there leave and return bringing diverse experiences to one place – engineers, scientists, justice system experts, etc.

Santa Fe County Concepts

- Quality of life
 - Result of clean air, accessibility to outdoors, arts and culture
- Individualistic county communities
 - A strength found in the variety of communities throughout Santa Fe County
- Modern
 - Despite its deep-rooted history and culture, Santa Fe County is progressive across a variety of spectrums – political, energy and sustainability, etc.

Weaknesses & Challenges

- Water limitations
- Jobs/Opportunity to keep younger residents living in Santa Fe County
- Large socioeconomic gap
- Diversity of county, across various measures (Socioeconomic, landscape, political attitudes, etc.)

Notable Summary Phrases

- Home of traditional cultures
- Art treasures beyond the city
- Open to all
- Connecting cultures
- Opening the outdoors
- Trail end of the Rocky Mountains
- Community
- A cradle of settlement
- All things to all people
- Historic diversity
- Diversity, Outdoorsy, Artsy

“One Thing” to Represent Santa Fe County

County

If you had to choose one thing – object, location, symbol, or other item – to represent Santa Fe County, what would it be and why?

- Mountains
 - Various variations, i.e. Mountain profile, with snow on top, etc.
- A limitless symbol, i.e. triangle
- Mesas/County Terrain
- Wide open spaces
- Santa Fe Plaza
- Sky
- Pueblos
- Sunset
- Older Santa Fe buildings – the Santuario Church

Insights

- There is a tri-cultural, historical undercurrent that fuels all things Santa Fe, and this is what makes it a hotbed for the arts
 - Current positions from Santa Fe feel somewhat superficial compared to this nuance
- A unique chemistry is created by collision of cultures (Spanish, Anglo, Pueblos) and landscape (Desert, Mountains, Plains, Mesas)
- Outdoor recreation and many other Santa Fe attractions are located within the County, and not found within Santa Fe City
- Most don't differentiate between the County and City, unless in Government
 - There are concepts that better differentiate the county from the city

Suggested Tone

- Steeped/Rooted
- Raw/authentic
- Undercurrents
 - History, Nature, Tri-cultures
- Progressive
- Rejuvenative
- Spiritual

PHASE I: EXPLORATORY RESEARCH COMMUNITY SURVEY

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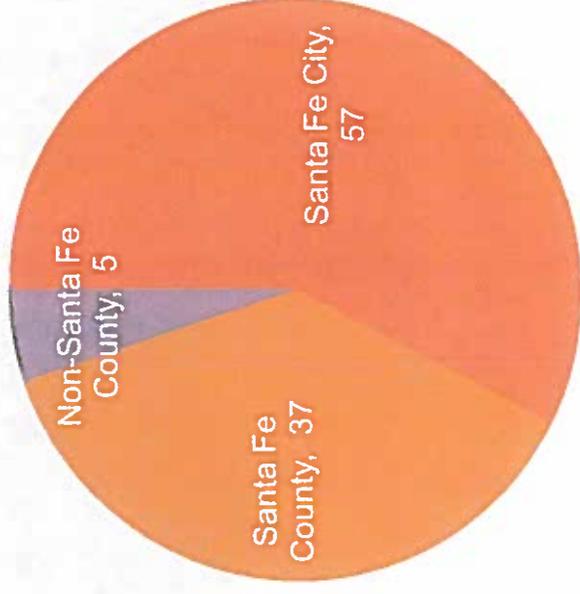
Methodology

- Distributed to/through:
 - County employees
 - ACCT committee
 - County social media platforms
 - County website
 - Residential email distribution
- N=273

Sample Overview

- Roughly 40% of respondents live in Santa Fe County

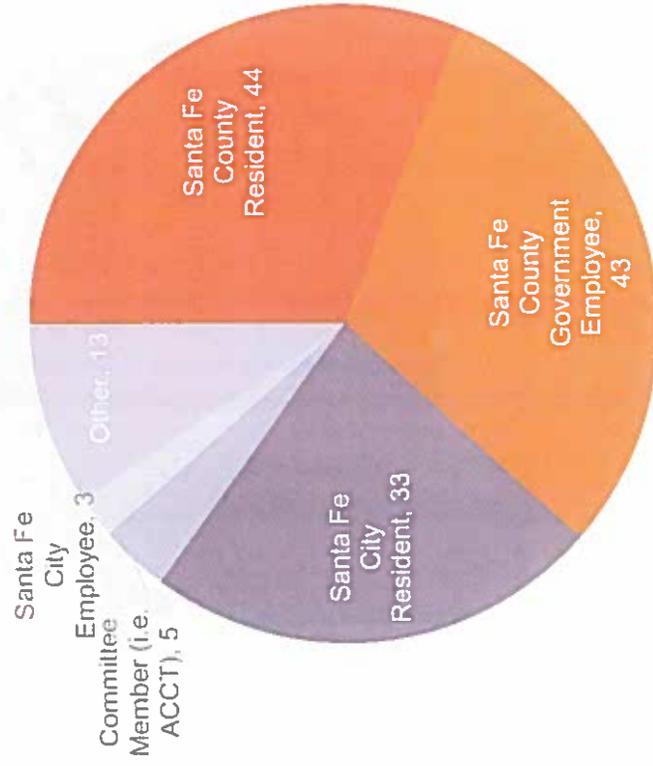
AREA OF RESIDENCE



Sample Overview: County Role

- A variety of roles were represented (respondents could select more than one answer)
- "Other" responses included:
 - Member of United Communities of Santa Fe County
 - League of Women Voters,
 - Volunteers (Library, Turquoise Trail, and others)
 - State employees
 - Other board/committee members

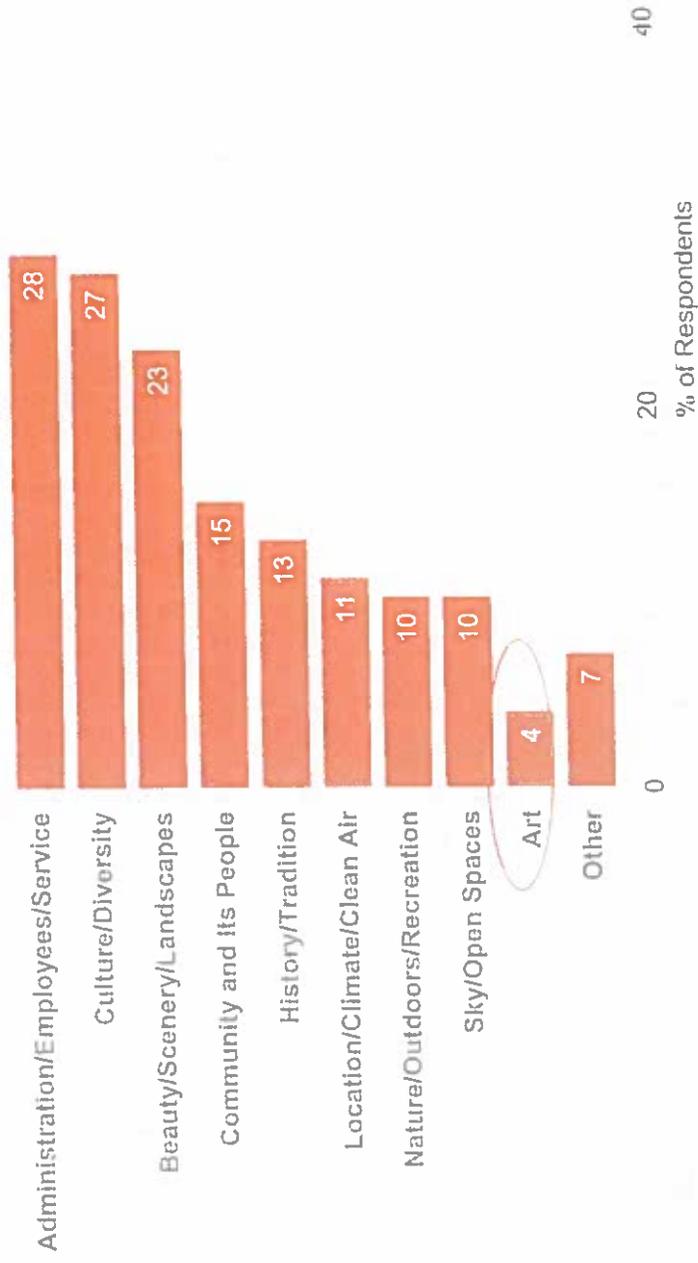
ROLE IN SF COUNTY



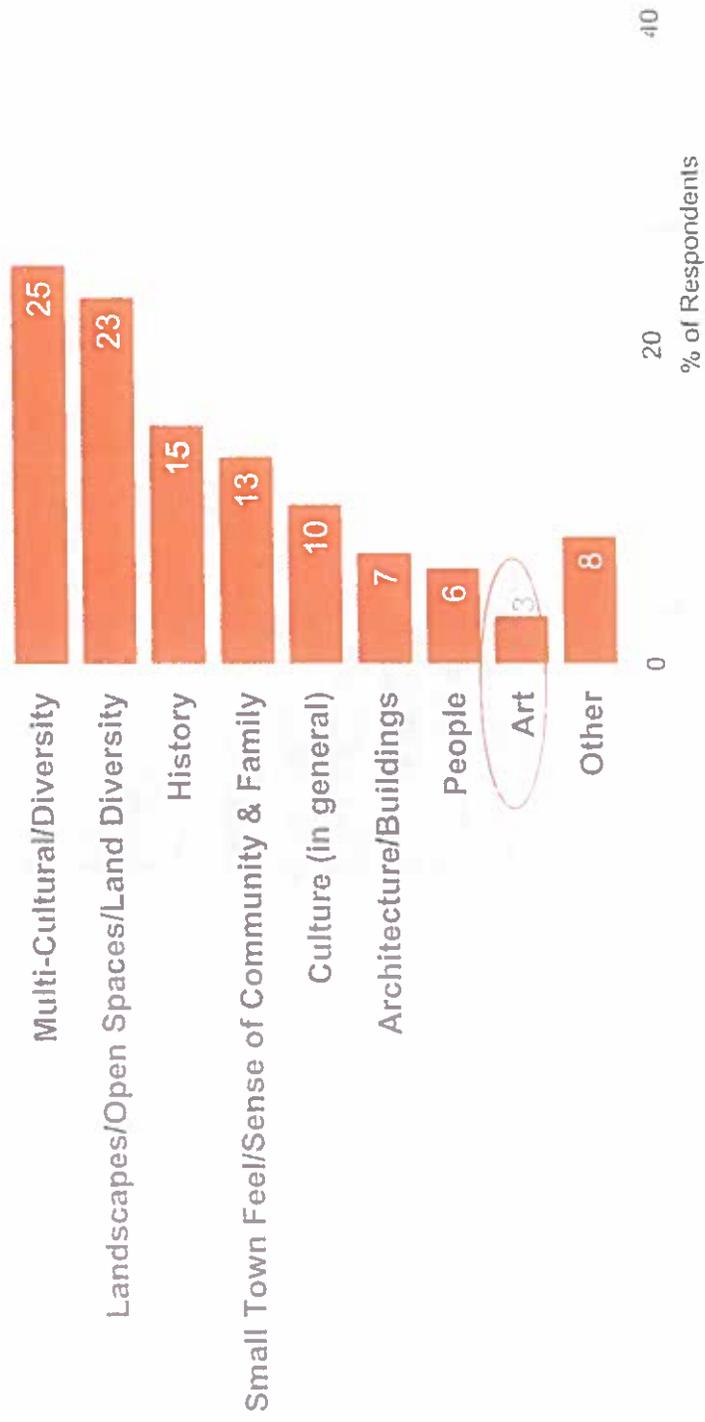
Questionnaire Overview

- Introduction, Survey purpose
- What would you say are the **greatest strengths** of Santa Fe County?
- What do you feel is **most unique** about Santa Fe County?
- From your perspective, what does Santa Fe County **represent** in the **minds and hearts of residents**?
- If you had to **summarize Santa Fe County** in one or two **words or a short phrase**, what would it be?
- If you had to choose **one thing** – object, location, symbol, or other item – to **represent Santa Fe County**, what would it be and why?
- In your opinion, what is Santa Fe County **most known for**? (Arts, History, Outdoor Recreation)
- Do you have any additional thoughts or ideas you'd like to share? If so, please include here.
- Where do you reside in Santa Fe County? Please list your city name.
- What role do you perform within Santa Fe County? (Options listed)

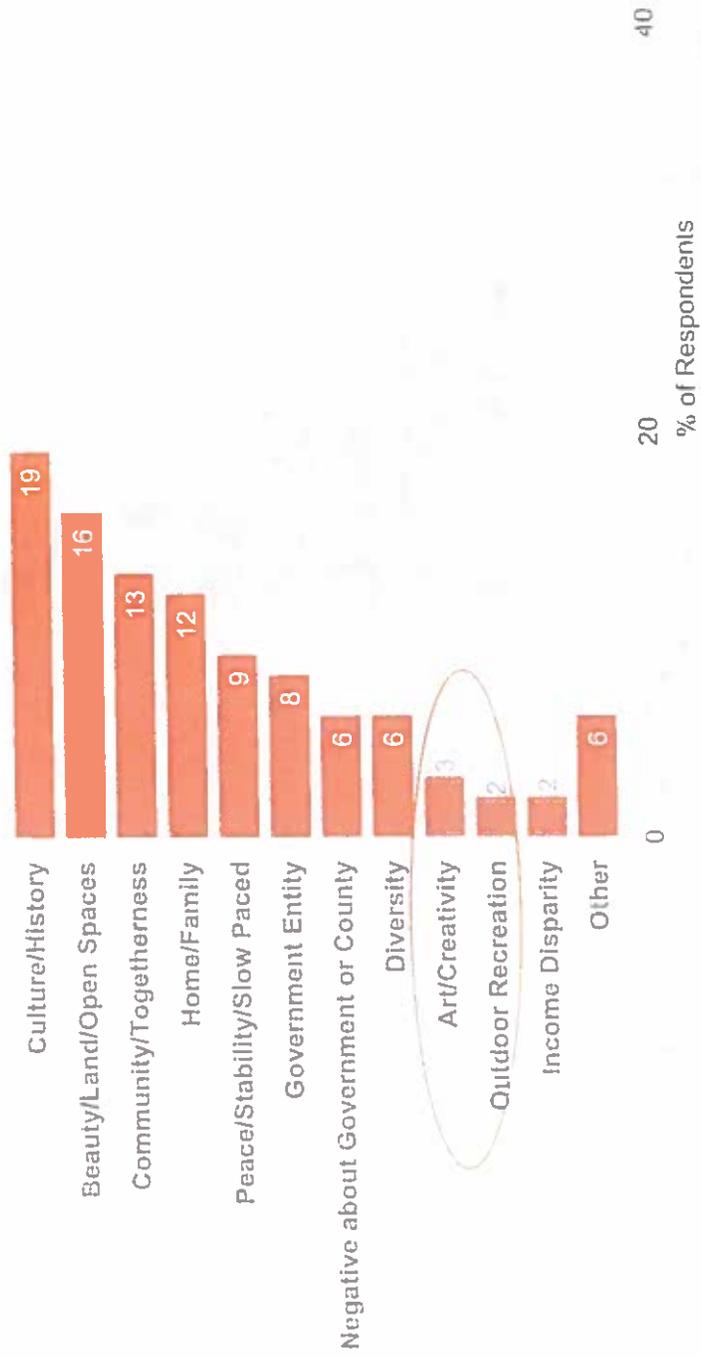
Greatest Strengths of County



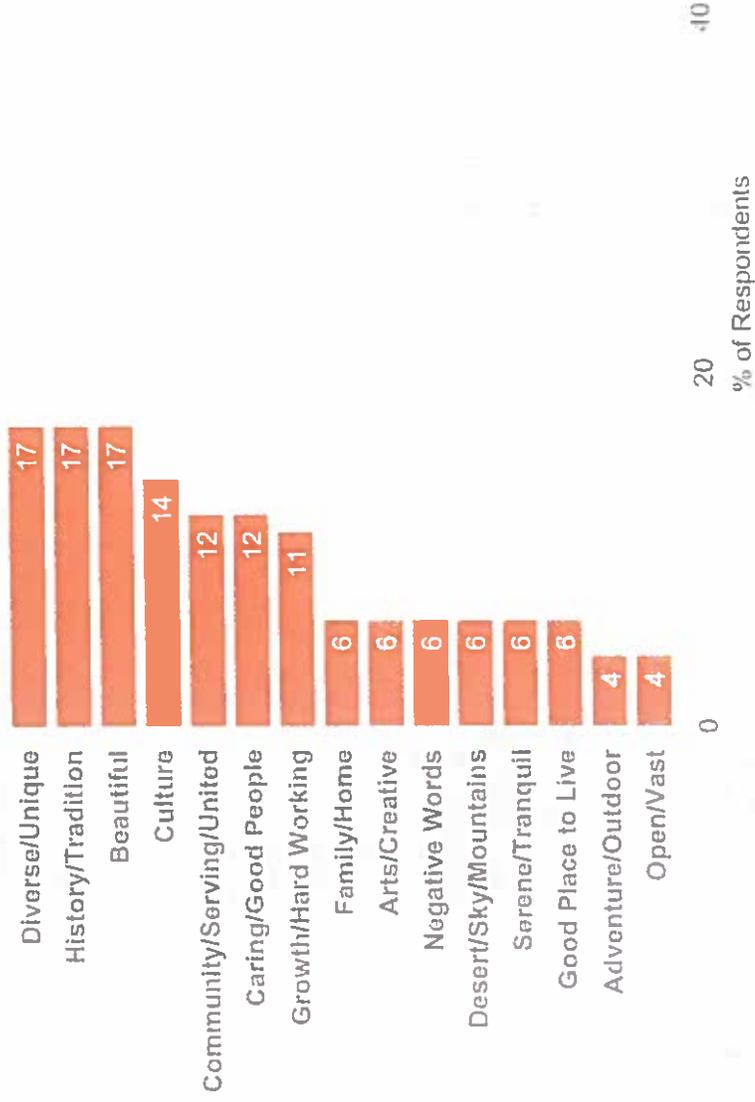
Most Unique About Santa Fe County



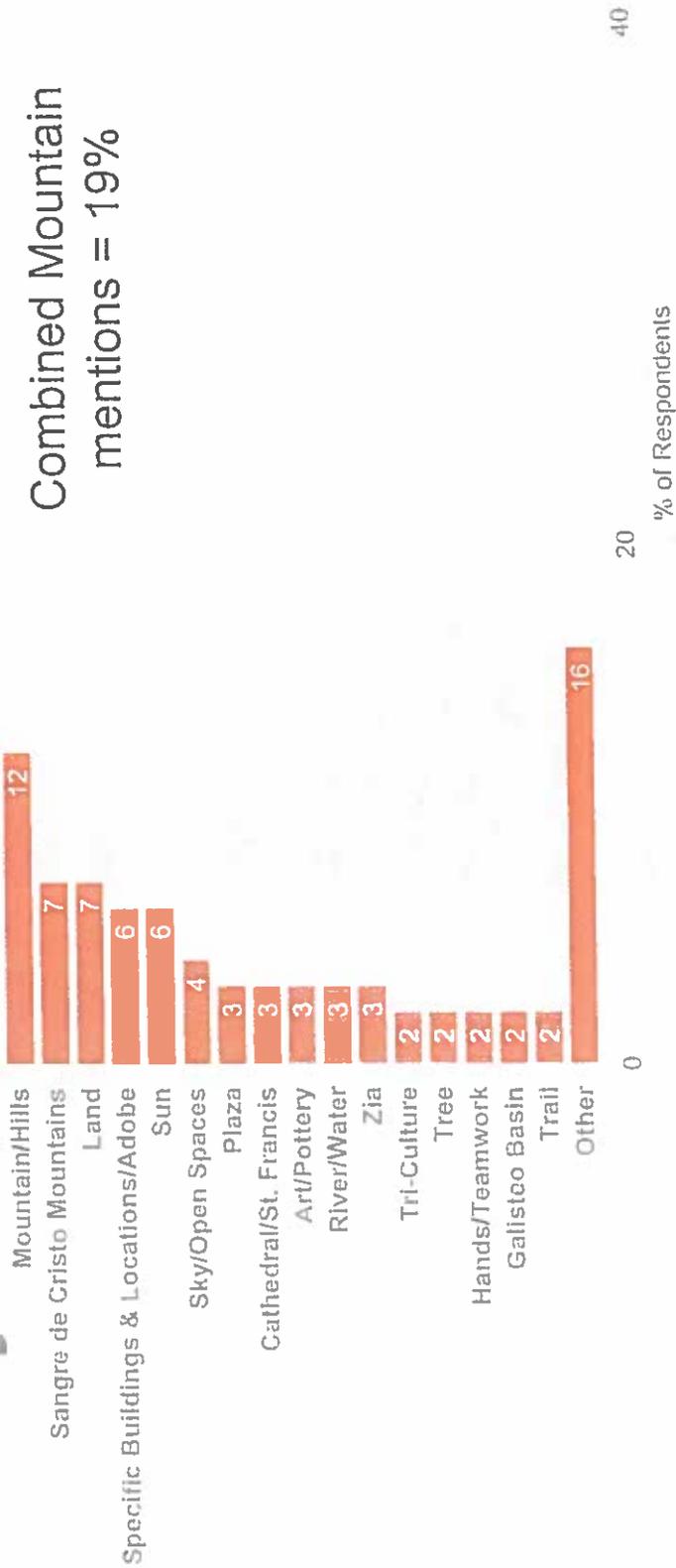
Represents in Hearts & Minds



Words/Short Phrase to Summarize County



“One Thing” to Represent Santa Fe County



Community Survey Summary

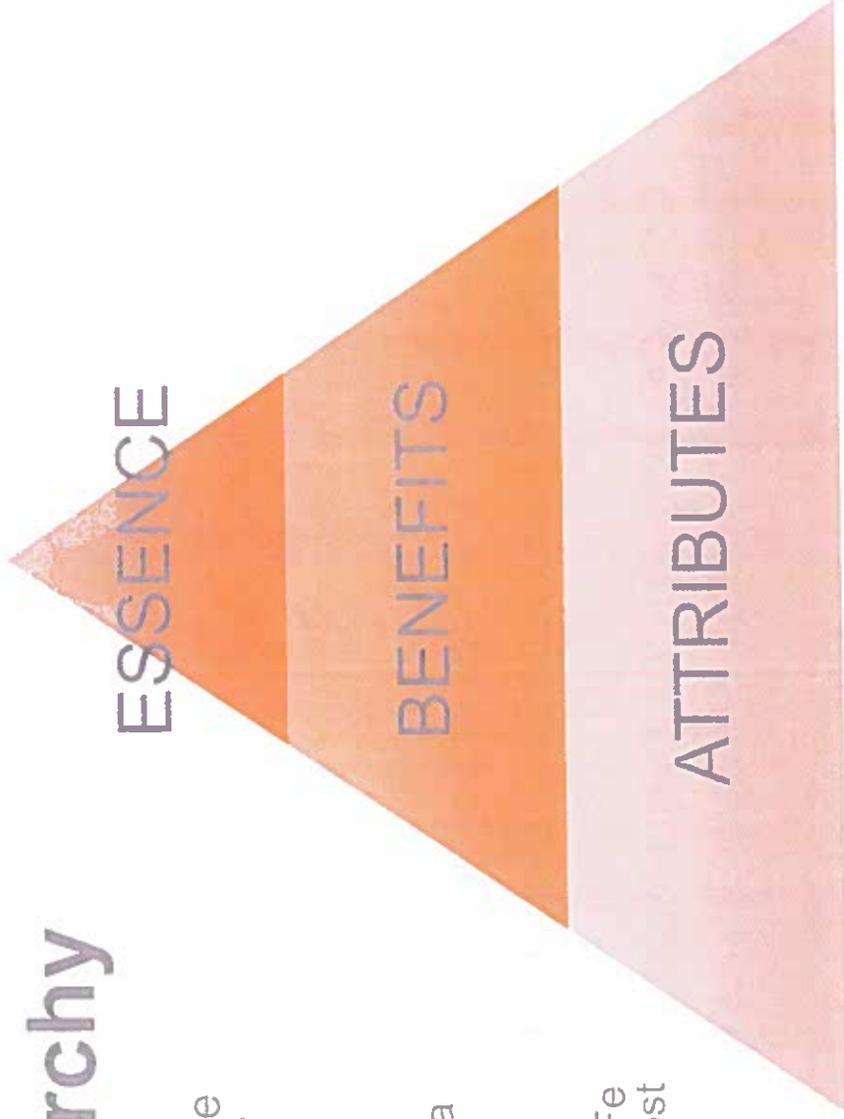
- In general, art was less prevalent among residents.
- Recurring themes echo sentiments from stakeholder interviews.
- A sense of community and the quality/value of Santa Fe County residents is a stronger theme.
- The openness of Santa Fe County is also a continuous theme, although less prevalent, among residents.

Brand Position Development

- After the stakeholder interviews were completed, the data summary was presented to the full GumCo creative team. Several layers of strategic discussion and multiple brainstorming sessions resulted in three brand position options for testing.

Brand Hierarchy

- Positions seek to define the brand “essence” or what Santa Fe County represents **above all else**.
 - Does not mean Santa Fe County is not several other things.
 - Identifies the highest level territory Santa Fe County can claim most with residents and tourists.



Brand Position Development

- Developed three position options for testing, each is:
 - Different from the others
 - Differentiates the County
 - Continuously rose to the top
- Positions are the underlying reasons for why the arts, culture and history are so prevalent in Santa Fe.
- The following slides are the result of position development
 - Each was tested as part of the focus groups.

A Confluence of Culture

The spirit of Santa Fe County is defined by the confluence of the Pueblo, Spanish and Anglo cultures, which create a rich, living history unlike any other place on earth. The unique tri-cultural diversity has created a place that is sacred and mystical, progressive and historic, eclectic and inclusive. A true melting pot, people of all stripes are drawn to the distinctively warm and welcoming community of Santa Fe County. Visitors and residents alike are continually awed by the people, art and culture they encounter throughout the incredible western landscapes.

Wide Open Spaces

Santa Fe County is home to some of the most beautiful and celebrated landscapes in the world. The opportunity for outdoor recreation and escape is equaled only by the endless blue skies.

From mountains to mesas, the elevated land is famous for its restorative power, spiritual healing, and has been the inspiration for countless works of art. For an authentic Western experience, you need to venture beyond the city limits to see the landscapes that have served as stirring backdrops for more than a thousand years of culture and history.

A Fount of Creativity

In Santa Fe County, creativity is a way of life. The colorful community is a world renowned hub of diverse, visionary arts and architecture, from hand-crafted works, to incredible cuisine, to the historic walls of the pueblos. The creative spirit in Santa Fe County goes beyond basket weaving and Jewelry making, and is inextricably connected to the beautiful landforms and the people who have inhabited them. To truly understand the artistic bounty of Santa Fe, you have to go outside the walls of the galleries into the melting pot of culture that has produced nearly a thousand years of art and creativity.

Mood Board Development

- Three mood boards were developed to represent overall tone and mood of a potential visual brand direction.
- Three separate and distinct mood boards were developed, each representing various sides of Santa Fe County.
- Similar to the brand position options, mood boards seek to identify an essential mood and emotion, *not* specific colors, shapes, etc.
- Each was tested as part of the focus groups.

Contemporary/Fresh



TORO



MTATSMINDA PARK

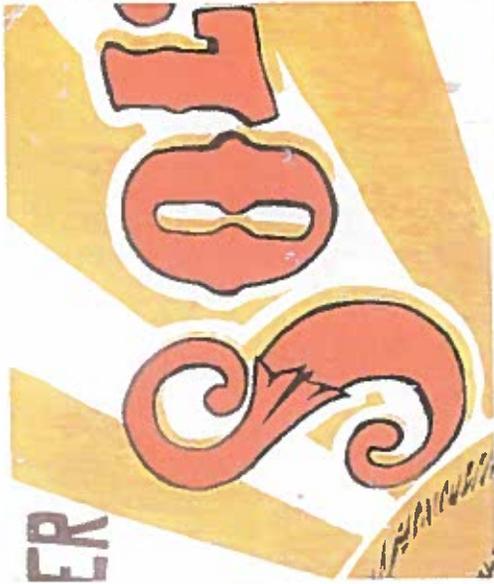


Open/Minimal



HALVORS

Historic/Handcrafted



PHASE III: POSITION TESTING FOCUS GROUPS

Methodology

- Collaboration with Southwest Planning & Marketing
- Two focus groups
 - One group of Santa Fe County businesses (n=10)
 - List of target businesses provided by Santa Fe County
 - One group of Santa Fe County residents (n=13)
 - General public, random recruit
- Held at the Inn at Santa Fe
- 90 minutes in length
- Respondents completed response sheets silently prior to group discussion
- Position statements and mood boards were rotated between groups

Discussion Guide Overview

- Introduction, Overview & Rules
- Opening, Exploratory Discussion
- Position Statements Review
 - Highlight/Cross-out appealing/unappealing elements
 - Rate/Rank
 - Describe why?
 - Indicate if statement is representative of Santa Fe County
- Position Statements Discussion
- Mood Boards Review
 - Rate/Rank
 - Describe why?
 - Indicate if mood board is representative of Santa Fe County
- Mood Board Discussion
- Wrap-up & Close

Participant Overview: Residents

- Distribution of resident participants was fairly proportional across the north, south and central areas of the County
- Participants skewed heavily female, with ten women and three men
- Race/Ethnicity
 - 8 Caucasian/Anglo
 - 5 Hispanic
- Time in Santa Fe County
 - 3 lived in Santa Fe County 1 to 10 years
 - 7 between 10 to 30 years
 - 3 for 30 years or more
- Group was well-educated, with ten being a college or post-college graduate
 - Remaining three having attended some college or technical school.

Area	Location
Central	Rancho Viejo
Central	Eldorado
Central	Eldorado
Central/North	Tesuque
Central/North	La Tierra
Central/North	Pojoaque
Central/North	Pojoaque
North	Nambe
North	Nambe
North	Nambe
South	Edgewood
South	Cerrillos
South	Cerrillos

Participant Overview: Businesses

- 10 Santa Fe County businesses were represented
- Distribution of businesses was fairly proportional across the north, south and central areas of the County
- Business participants were owners, managers or a primary decision maker
- Even gender split

Business	Area	Location
El Rancho de Los Golondrinas	Central/South	La Cienega
Four Seasons Rancho Encantado	Central/North	Tesuque
Mine Shaft Tavern - Madrid	South	Madrid
Santa Fe Brewing Company	Central	South of Santa Fe City limits
Shidoni Foundry	Central/North	Tesuque
Ten Thousand Waves	Central	North of Santa Fe City limits
The Bobcat Inn	Central	Southeast of Santa Fe City
The Santa Fe Opera	Central/North	Tesuque
Utopia	Central	Eldorado
Wildlife West Nature Park	South	Edgewood

Positions Summary

SEGMENT	MEASURE	CONFLUENCE OF CULTURE	WIDE OPEN SPACES	FOUNT OF CREATIVITY
BUSINESS	Mean (1 to 5 scale)	4.1	3.9	3.1
	% Ranked #1	20%	50%	30%
	Best Differentiates	30%	70%	0%
RESIDENTS	Mean (1 to 5 scale)	4.2	5.5	3.4
	% Ranked #1	15%	75%	9%
	Best Differentiates	9%	73%	18%

GREEN = ROW WINNER/HIGHEST SCORE, RED = ROW LOSER/LOWEST SCORE

Words/Phrases – Businesses

A Confluence of Culture

The spirit of Santa Fe County is defined by the confluence of the Pueblo, Spanish and Anglo cultures, which create a rich, living history **unlike any other place on earth**. The unique **tri-cultural** diversity has created a place that is sacred and mystical, **progressive** and historic, eclectic and inclusive. A true **melting pot**, **people of all stripes** are drawn to the distinctively warm and welcoming community of Santa Fe County. Visitors and residents alike are continually awed by the people, art and culture they encounter throughout the incredible **western landscapes**.

BUSINESS

GREEN = HIGHLIGHTED APPEALING WORD/PHRASE, RED =
CROSSED-OUT UNAPPEALING WORD/PHRASE, YELLOW = BOTH

Wide Open Spaces

Santa Fe County is home to some of the most beautiful and celebrated landscapes in the world. The opportunity for outdoor recreation and escape is equaled only by the endless blue skies.

From mountains to **mesas**, the elevated land is famous for its **restorative power**, spiritual healing, and has been the inspiration for countless works of art. For an authentic **Western** experience, you need to venture beyond the city limits to see the landscapes that have served as stirring backdrops for more than a thousand years of culture and **history**.

BUSINESS

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A Fount of Creativity

In Santa Fe County, **creativity** is a way of life. The colorful community is a world renowned hub of diverse, visionary arts and **architecture**, from hand-crafted works, to **incredible cuisine**, to the historic walls of the pueblos. The creative spirit in Santa Fe County goes beyond **basket weaving** and **jewelry making**, and is inextricably connected to the beautiful landforms and the people who have inhabited them. To truly understand the artistic bounty of Santa Fe, you have to go outside the walls of the galleries into the **melting pot of culture** that has produced nearly a thousand years of art and creativity.

BUSINESS

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Insight Points

- History vs. culture
 - “One thing I crossed out was *history* at the end. A lot of younger tourists they want to know about culture, but history sounds like a history lesson to them. If you start saying historical stuff they just glaze right over. They want to learn about culture. They are going to learn about the history without knowing it. But if you start bringing words like *history* its like, 'Oh, I've got a history class.' The millennials that are coming out, they want to go hiking and sure they are going to see history in the petroglyphs, and history in the Indian rocks, but they don't want to hear about history.”

Insight Points

- Importance of Handcrafted
 - “The ability to look in their eyes of the artist and say, ‘You made this.’ For instance, my wife for years has made antique silverware jewelry, and now in Santa Fe she’s sold more than she ever has because she made it here, in Santa Fe. Handcrafted here. Just talking to the actual artists, if you say ‘Made in Santa Fe,’ I don’t know why, but it’s different.”

Insight Points

- More than the Stereotype
 - This insight is unique to the business audience, which they felt was particularly important.
 - “I thought it goes beyond basket-weaving and jewelry making. They don’t need to even say that, because you right away restrict yourself.”
 - “I feel like this entire statement overall is so incredibly, stereotypical, caricature-like, and its what we don’t need.”

Words/Phrases – Residents

A Confluence of Culture

The spirit of Santa Fe County is defined by the confluence of the Pueblo, Spanish and Anglo cultures, which create a rich, living history unlike any other place on earth. The **unique tri-cultural** diversity has created a place that is sacred and mystical, progressive and historic, eclectic and inclusive. A true **melting pot**, people of **all stripes** are drawn to the distinctively warm and welcoming community of Santa Fe County. Visitors and residents alike are continually awed by the people, art and culture they encounter throughout the incredible **western** landscapes.

RESIDENTS

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Santa Fe County is home to some of the most beautiful and celebrated landscapes in the world. The opportunity for outdoor recreation and escape is equaled only by the endless blue skies. From mountains to mesas, the **elevated land** is famous for its restorative power, spiritual healing, and has been the inspiration for countless works of art. For an **authentic Western experience**, you need to venture beyond the city limits to see the landscapes that have served as stirring backdrops for more than a thousand years of culture and history.

RESIDENTS

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A Fount of Creativity

In Santa Fe County, creativity is a way of life. The colorful community is a world renowned hub of diverse, visionary arts and architecture, from hand-crafted works, to incredible cuisine, to the historic walls of the pueblos. The creative spirit in Santa Fe County goes beyond **basket weaving and Jewelry making**, and is inextricably connected to the beautiful landforms and the people who have inhabited them. To truly understand the artistic bounty of Santa Fe, you have to go outside the walls of the galleries into the **melting pot** of culture that has produced nearly a thousand years of art and creativity.

RESIDENTS

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Insight Points

- Melting pot vs. mosaic (Business & Residents)
 - “This is all about the confluence or the mixing of cultures here, which I think is a great thing. The melting pot does have a pejorative or a negative feeling for a lot of people. Its like you lose your culture in a melting pot. You want to be a Canadian and you’re a mosaic. With lots of different contributors to a culture that has all these elements that remaining and they are not all like blended together in a melting pot.”
 - “I think that everything gets mixed together in a melting pot. In reality Santa Fe is a place that allows people, no matter their background, to be who they are.”

Insight Points

- Western vs. Southwestern
 - “I find it kind of funny that everybody doesn't like the word western, and I think it's because everybody associates that with like Dodge City or San Antonio. We want to be Southwestern because that's green chili cheeseburgers.”

Insight Points

- Respondent “See Far” Story:
 - “My son is pretty young and we have taken him back to the Bay Area. We were driving down the street and he said, “Why are the buildings so tall?” It never occurred to me. Then, we were driving to school one day after we had come back weeks later. He was just musing to himself and said, “I really like being able to see far.” I mean it was really a distinction for him. He’s 9 now, he was 6 at the time. So even he could see it. It was a big difference for him. It’s palpable.”

Additional Elements to Consider

- Peace, peacefulness
- Wellness
- Ability to see far, to see the vistas
- Agricultural aspects
- The quiet

Mood Boards Summary



SEGMENT	MEASURE	OPEN/MINIMAL	HISTORIC/ HANDCRAFTED	CONTEMPORARY/ FRESH
BUSINESS	Mean (1 to 5 scale)	4.4	2.6	2.7
	% Ranked #1	100%	0%	0%
	Best Differentiates	86%	14%	0%
RESIDENTS	Mean (1 to 5 scale)	2.6	2.9	1.6
	% Ranked #1	44%	56%	0%
	Best Differentiates	75%	25%	0%

GREEN = ROW WINNER/HIGHEST SCORE, RED = ROW LOSER/LOWEST SCORE

Mood Board Rationale

- Reasons for Open/Minimal Appeal
 - Most representative of the County
 - Infinite possibility
 - Exciting
 - Peaceful
 - Clean, airy, evokes openness and spirituality
 - You can put yourself in the image
 - It is emotive
 - Sense of destination
 - Cultural representation

Mood Board Rationale

- Reasons for Historic/Handcrafted Appeal
 - Colorful
 - Colors are representative of the County
 - Pottery and artwork included
 - Works well as a concept together
- The Contemporary/Fresh option was viewed as overall unappealing, and as such, was discussed minimally

CONCLUSIONS & RECOMMENDATIONS

CONCLUSIONS & RECOMMENDATIONS

- Business and resident audiences have very different perceptions on what Santa Fe County should and should not represent
 - Specifically, business residents dislike any position that feels stereotypical of Santa Fe in general, while residents are generally comfortable with the idea
- Despite segment differences, “Wide Open Spaces” tested well among both audiences



CONCLUSIONS & RECOMMENDATIONS

- One less-obvious element in the positions tested is the idea of Santa Fe County having an accepting culture where all are welcome to come and be who they are
 - This became apparent through reactions to the melting pot phrase
- Most other additional elements discussed reinforce rural elements of Santa Fe County, i.e. the quiet, peacefulness
- Move forward with a version of “Wide Open Spaces,” with edits/adjustments
 - Incorporate the acceptance/“mosaic” element of Santa Fe County
 - i.e. the unique openness of the landscape welcomes and inspires all

Conclusions & Recommendations

- The Open/Minimal mood board execution tested well among both audiences
- Consider this as the logo is developed
- Although Historic/Handcrafted elements may also be appropriate
- Consider the mosaic visual or concept when developing the logo

PHASE IV: BRAND DEVELOPMENT

BRAND POSITION DEVELOPMENT

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Brand Position

Santa Fe County is home to some of the most beautiful and celebrated landscapes in the world. From endless horizons to majestic mountain tops, the wide open spaces of Santa Fe County are renowned for their mystical and restorative

character. The opportunity for outdoor recreation and escape is equaled only by the endless blue skies. And the mosaic of cultures and communities throughout the county are as welcoming and open as the landscapes themselves. To truly appreciate the bounty of Santa Fe County, you must venture beyond the city limits into the remarkable wilderness that have inspired more than a thousand years of art and culture.

Santa Fe County Brand Hierarchy



THANK YOU

Thank you!



Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

To: Board of County Commissioners

From: Carole H. Jaramillo, Finance Division Director

Through: Katherine Miller, County Manager

Date: August 11, 2016

RE: Request Approval of an Order Imposing Tax Rates on the Net Taxable Value of Property Allocated to Governmental Units within Santa Fe County for the 2016 Tax Year (Finance Division/Carole Jaramillo)

ISSUE

The Finance Division is requesting that the Board of County Commissioners (BCC) issue a written order setting the Santa Fe County property tax rates on the net taxable value allocated to the appropriate governmental units for the 2016 Tax Year.

BACKGROUND

Pursuant to Section 7-38-33 NMSA 1978, each year the Secretary of the Department of Finance and Administration (DFA) issues a written order to set the property tax rates for all governmental units which share in the tax. DFA must issue this order on or before September 1 of each year.

Section 7-38-34 NMSA 1978 requires that "*Within five days of receipt of the property tax rate-setting order from the department of finance and administration, each board of county commissioners shall issue its written order imposing the tax at the rates set on the net taxable value of property allocated to the appropriate governmental units...*" These imposed rates are then to be used to bill property owners for the coming tax year which runs from November 1, 2016 to October 31, 2017.

The rates will be brought forward for the BCC to issue its written order setting the property tax rates for the Tax Year beginning November 1, 2016.

ACTION REQUESTED

The Finance Division respectfully requests that the BCC issue a written order setting the property tax rates for the tax year 2016 pursuant to Section 7-38-34 NMSA 1978.

**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

**ORDER IMPOSING TAX RATES
ON THE NET TAXABLE VALUE OF
PROPERTY ALLOCATED TO
GOVERNMENTAL UNITS WITHIN SANTA FE
COUNTY FOR THE 2016 TAX YEAR**

THIS MATTER having come before the Board of County Commissioners (BCC) of Santa Fe County during its meeting of September 13, 2016, the BCC having received the certificate of property tax rates in mills from the New Mexico Department of Finance and Administration attached hereto as Exhibit A, and in conformance with the BCC's statutory obligation pursuant to Section 7-38-34 NMSA 1978.

IT IS NOW, THEREFORE, ORDERED that the property tax rates set by the New Mexico Department of Finance and Administration, attached to this Order as Exhibit A, are hereby imposed for the 2016 tax year on the net taxable value of property allocated to the appropriate governmental units within Santa Fe County.

PASSED, APPROVED, AND ADOPTED this 13th day of September, 2016.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF SANTA FE

Miguel M. Chavez, Chairperson

ATTEST:

Geraldine Salazar, County Clerk

APPROVED AS TO FORM:



Gregory S. Shaffer, County Attorney

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
 SANTA FE COUNTY
 TAX YEAR 2016
 NET TAXABLE VALUE:

	\$6,763,810,967	Santa Fe MUNICIPALITY: TAXABLE VALUE:	Santa Fe C IN NR	1,923,750,003 C OUT NR	374,802,800 C OUT NR	133,872,506 1/10 NR	39,723,058 1/10 NR	118,020,382 8/10 NR	42,028,930 8/10 NR	Esplanola 33,780,912 18/10 NR
State Debt Service		1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360
County Operational		5,893	5,893	5,893	5,893	5,893	5,893	5,893	5,893	5,893
County Debt Service		1,971	1,971	1,971	1,971	1,971	1,971	1,971	1,971	1,971
Total State		1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360	1,360
Total County		7,884	7,884	7,884	7,884	7,884	7,884	7,884	7,884	7,884
Municipal Operational		1,282	1,282	1,282	1,282	1,282	1,282	1,282	1,282	1,282
Municipal Debt Service		1,160	1,160	1,160	1,160	1,160	1,160	1,160	1,160	1,160
Total Municipal		2,442	2,442	2,442	2,442	2,442	2,442	2,442	2,442	2,442
School Dist. Operational		0.151	0.151	0.151	0.151	0.151	0.151	0.151	0.151	0.151
School Dist. Debt Service		3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760
School Dist. Cap. Improve.		1,938	1,938	1,938	1,938	1,938	1,938	1,938	1,938	1,938
HB33 School Building		1,453	1,453	1,453	1,453	1,453	1,453	1,453	1,453	1,453
School Dist. Educ. Tech. Debt Service		1,315	1,315	1,315	1,315	1,315	1,315	1,315	1,315	1,315
Total School District		8,617	8,617	8,617	8,617	8,617	8,617	8,617	8,617	8,617
Total State, County, Municipal, & School Dist.		20,293	20,293	20,293	20,293	20,293	20,293	20,293	20,293	20,293
Other:										
Santa Fe Comm.Col.(1)		2,690	2,690	2,690	2,690	2,690	2,690	2,690	2,690	2,690
Santa Fe Col.Bldg.Levy (1)		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Total Other		3,690	3,690	3,690	3,690	3,690	3,690	3,690	3,690	3,690
GRAND TOTAL		23,973	23,973	23,973	23,973	23,973	23,973	23,973	23,973	23,973
Where Applicable:										
Cattle Indemnity	9.049									
Sheep/Goats/Swine/Alpaca	9.428									
Dairy Cattle	4.220									
Bison/Camelids/Ratite	9.986									
Horses/Asses/Huiles	8.777									
Edgewood SWCD		1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Rancho Viejo Sp. Assmt Dist Debt		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
El Dorado Area W&S Dist Oper		2,120	2,120	2,120	2,120	2,120	2,120	2,120	2,120	2,120
El Dorado Area W&S Dist Debt		1,905	1,905	1,905	1,905	1,905	1,905	1,905	1,905	1,905
Non-Res		4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Res		32,212	32,212	32,212	32,212	32,212	32,212	32,212	32,212	32,212
GRAND TOTAL		36,185	36,185	36,185	36,185	36,185	36,185	36,185	36,185	36,185

(1) To Santa Fe Com. College—P.O. Box 4187, Santa Fe, NM 87502
 (2) To Moriarty Board of Education
 (3) To Espanola Board of Education

CERTIFICATE OF PROPERTY TAX RATES IN MILLS

SANTA FE COUNTY
TAX YEAR 2016

NET TAXABLE VALUE:

\$5,763,810,967

MUNICIPALITY: Espanola
TAXABLE VALUE: 14,976,300
CATEGORY: 18 IN NR

	Espanola 18 IN NR	Edgewood 18 OUT NR	Edgewood 8T IN NR	Edgewood 8T IN NR
Total State	1,360	1,360	1,360	1,360
County Operational	11,850	11,850	5,893	11,850
County Debt Service	1,971	1,971	1,971	1,971
Total County	13,821	13,821	7,864	13,821
Municipal Operational	5,611	0.000	0.000	0.000
Municipal Debt Service	0.000	0.000	2,496	2,496
Total Municipal	5,611	0.000	2,496	2,496
School Dist. Operational	0.246 (3)	0.167 (3)	0.364	0.500
School Dist. Debt Service	6,998 (3)	6,998 (3)	8,426	8,426
School Dist. Cap. Improve.	2,000 (3)	1,972 (3)	1,961	2,000
HB33 School Building	0.000 (3)	0.000 (3)	0.000	0.000
School Dist. Educ. Tech. Debt Service	0.585 (3)	0.585 (3)	0.000	0.000
Total School District	9,839	9,839	10,771	10,926
Total State, County, Municipal, & School Dist.	30,631	25,020	22,491	28,603
Other:				
Santa Fe Comm.Col.(1)	0.000	0.000	0.000	0.000
Santa Fe Col.Bldg.Levy (1)	0.000	0.000	0.000	0.000
Total Other	0.000	0.000	0.000	0.000
GRAND TOTAL	30,631	25,020	22,491	28,603

Where Applicable:

Cattle Indemnity	8.049
Sheep/Goats/Sw/Ine/Alpacas	9.428
Dairy Cattle	4.220
Bison/Camelids/Ratite	9.986
Horses/Asses/Mules	8.777

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: *August 31, 2016*

TO: *Board of County Commissioners*

FROM: *Bill Taylor, Procurement Manager*

VIA: *Katherine Miller, County Manager*
Jeffrey Trujillo, ASD Director
Carole Jaramillo, Finance Director

ITEM AND ISSUE: BCC Meeting September 13, 2016
Request Approval of Amendment No. 2 to Agreement NO. 2015-0307-FI/MY with HK Advertising to Extend the Term for One Additional Year and Increase Compensation by an Amount of \$298,500, Inclusive of GRT, for a Total Contract Amount of \$628,500.00, for Advertising and Promotional Services Related to Santa Fe County's Lodgers Tax Program and Authorization for the County Manager to Sign the Related Purchase Order. (*Bill Taylor, Purchasing Division*)

Summary:

The Lodger's Tax Act (Sections 3-38-13 to 3-38-24, NMSA 1978) and Santa Fe County Ordinance number 1999-10 both provide funding for advertising, publicizing and promoting tourist attractions in Santa Fe County. As such, the County has acquired assistance in planning, development and implementation of advertising and promotional services from a Professional Advertising Firm in promoting Santa Fe County. The importance of the following elements of the local economy has been emphasized:

- Cultural Tourism
- Outdoor recreation and ecotourism
- Agritourism
- Wedding tourism
- Health/wellness tourism

The Purchasing Division and the Finance Division are requesting authorization to amend Professional Services Agreement 2015-0307-FI/MY with HK Advertising to continue providing Advertising and Promotional Services for Santa Fe County.

Background:

Pursuant to 13-1-112 NMSA 1978, the Purchasing Division processed a Request for Proposal (RFP) 2015-0307-FI/MY for the Lodgers Tax Advertising and Promotional Services on April 10, 2015. After the submitted proposals were reviewed by an evaluation committee, HK Advertising was selected as the vendor to serve Santa Fe County. On August 31, 2015, Santa Fe County entered into a Professional Services Agreement with HK Advertising in the amount of \$300,000.00. On April 29, 2016, compensation was increased by \$30,000.00 for additional advertising services.

Recommendation:

Approval of Amendment No. 2 to Agreement No. 2015-0307-FI/MY Lodgers Tax Advertising and Promotional Services between Santa Fe County and HK Advertising to extend the term for an additional year and increase the compensation by an amount of \$298,500 and authorizing the County Manager to sign the Purchase Order.

**AMENDMENT NO. 2
TO AGREEMENT BETWEEN SANTA FE COUNTY AND
HK ADVERTISING FOR ADVERTISING AND PROMOTIONAL SERVICES**

This amendment is entered into this ___ day of _____, 2016, by and between **Santa Fe County**, (hereinafter referred to as the "County"), a New Mexico political subdivision, and **HK Advertising** (hereinafter "Contractor").

WHEREAS, on August 31, 2015, the County and Contractor entered into Agreement No. 2015-0307-FI/MY (the Agreement) for the Contractor's provision of advertising and promotional services to publicize and promote tourist-related attractions, facilities and events throughout Santa Fe County; and

WHEREAS, Article 15 of the Agreement (No Oral Modifications; Written Amendments Required) allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, by Amendment No. 1 the Agreement was amended to increase the compensation payable to the Contractor for a not-to-exceed sum of \$330,000; and

WHEREAS, the County wishes to continue to benefit from Contractor's services; and

WHEREAS, by this Amendment No. 2 the County wishes to increase the compensation payable to the Contractor for services provided and extend the term of the Agreement to August 31, 2017.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Article 3.A.2) (Compensation, Invoicing and Set-Off), is amended by inserting the following subparagraph "(a)" to read:

(a) By Amendment No. 2 to this Agreement, the compensation payable to the Contractor is increased by \$298,500.00 for a not-to-exceed sum of \$628,500.00, inclusive of NM grt.

2. Article 4 (Effective Date and Term) is amended by inserting the following subparagraph "A" to read:

A. By Amendment No. 2 the term of this Agreement is extended from August 31, 2016 to August 31, 2017.

3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

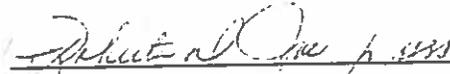
SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS:

Miguel M. Chavez, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Santa Fe County Clerk

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

8-25-16
Date

Finance Department:


Carole H. Jaramillo
Finance Director

8/26/16
Date

CONTRACTOR - HK ADVERTISING


(Signature)

8-29-16
Date

David C Hough President
(Print name and title)

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN SANTA FE COUNTY AND
HK ADVERTISING FOR ADVERTISING AND PROMOTIONAL SERVICES**

This amendment is made and entered into this 21st day of April, 2016, by and between Santa Fe County, (hereinafter referred to as the "County"), a New Mexico political subdivision, and HK Advertising (hereinafter "Contractor").

WHEREAS, the County and Contractor entered into Agreement No. 2015-0307-FI/MY (Agreement) for the Contractor's provision of advertising and promotional services to publicize and promote tourist-related attractions, facilities and events throughout Santa Fe County; and

WHEREAS, Article 15 of the Agreement (No Oral Modifications; Written Amendments Required) allows the parties to amend the Agreement by an instrument in writing executed by the parties; and

WHEREAS, the County wishes to continue to benefit from Contractor's services for the duration of the term of the Agreement; and

WHEREAS, the County wishes to increase the compensation payable to the Contractor for services provided; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. Article 3.A.2 (Compensation, Invoicing and Set-Off) of the Agreement is amended to delete the reference to "Three Hundred Thousand Dollars (\$300,000.00)" and replace it with "Three Hundred Thirty Thousand Dollars (\$330,000.00)".
2. All other provisions of the Agreement not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

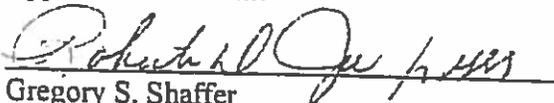
SANTA FE COUNTY:



 Katherine Miller
 Santa Fe County Manager

4.29.16
 Date

Approved as to form:



 Gregory S. Shaffer
 Santa Fe County Attorney

4/26/16
 Date

Finance Department:

Carole H. Jaramillo
Carole H. Jaramillo
Finance Director

4/26/16
Date

CONTRACTOR – HK ADVERTISING

(Signature)

Date

(Print name and title)

Finance Department:

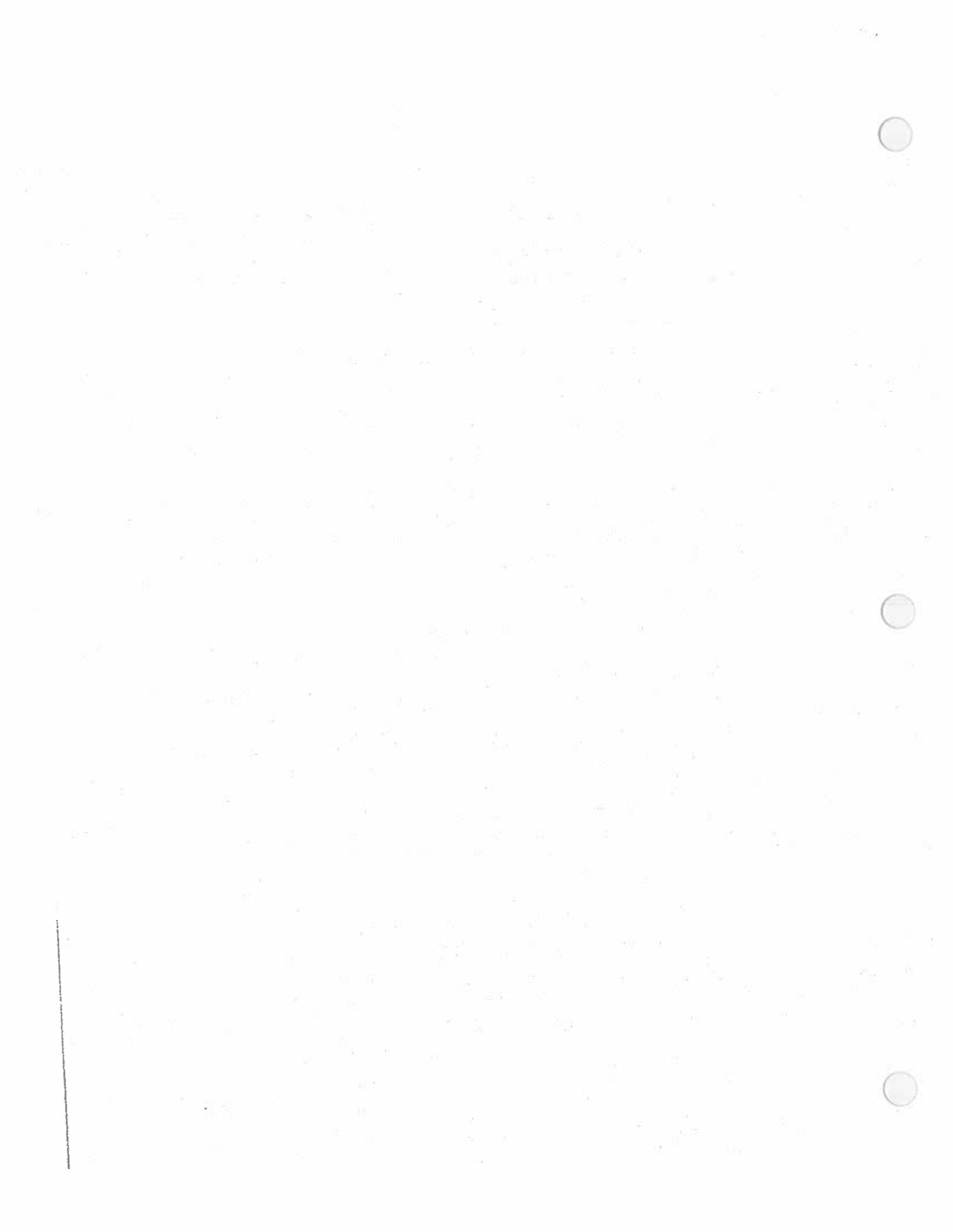
Carole H. Jaramillo
Carole H. Jaramillo
Finance Director

4.26.16
Date

CONTRACTOR - HK ADVERTISING
David C. Hayden
(Signature)

4.28.16
Date

DAVID C Hayden President
(Print name and title)



**PROFESSIONAL SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND HK ADVERTISING
TO PROVIDE ADVERTISING AND PROMOTIONAL SERVICES**

THIS AGREEMENT is made and entered into this 31ST day of AUGUST 2015, by and between SANTA FE COUNTY, hereinafter referred to as the "County" and HK ADVERTISING, whose principal address is 41 Bisbee Ct. Suite A1, Santa Fe, New Mexico hereinafter referred to as the "Contractor".

WHEREAS, tourism is an important component of the County's economy; accounting for 12.4% of overall employment. The County has many cultural corridors and is considered the "gateway" to northern New Mexico; and

WHEREAS, the County is a part of the Northern Rio Grande National Heritage Area, and is recognized by the United States Congress for its unique natural, cultural and historic contributions; and

WHEREAS, the Lodger's Tax Act, NMSA 1978 Sections 3-38-13 through 3-38-24, and the County's Ordinance 1999-10 support advertising and promoting tourism throughout the County; and

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal Request for Proposals (RFP) No. 2015-0307-FI/MY for the provision of advertising and promotional services; and

WHEREAS, based upon the evaluation criteria established within the RFP for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror; and

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. SCOPE OF WORK

Contractor shall perform necessary and County-approved advertising and related promotional services and activities that target the tourism assets available in the County and that reflect the County's economic development goals and objectives as identified in the County's Economic Development Plan.

The Contractor will include strategies for increasing shoulder season tourism, and include examples of marketing materials and concepts, with a comprehensive social media and target strategy approach. The Contractor shall obtain County approval, in advance and in writing, for concepts and costs for advertising and promoting County tourism that may include, but not be limited to, advertising and promoting centers, facilities, areas or activities that exist within Santa Fe County, and any collaborative efforts with other governmental entities, as appropriate. Contractor shall perform the following activities under this Agreement:

The Contractor shall provide, without limitation, the following services.

1. The Contractor shall coordinate with Santa Fe County representatives to develop strategies, goals and objectives to be used in the advertising, promoting and publicizing of Santa Fe County as a tourist destination for in-state, national and International travelers.
2. After coordination and input from the County, as required in this Scope of Work, Contractor shall submit an annual marketing, media and public relations plan, subject to County approval that will maximize the effectiveness of all existing and new marketing efforts that achieve the County's established goals and objectives for attracting tourism. This will include messaging, themes, and concepts, as well as examples of marketing/promotional material. The Contractor shall include in its annual marketing plan a report on the previous year's success. The Contractor shall provide a proposed system for measuring the success of the advertising and promotional efforts and strategies within the requirements of the contract.
3. The Contractor shall produce all advertising and promotional materials related to all activities and initiatives approved by the County under this SOW including, but not limited to, broadcasting, print advertisements, social media, place, print and broadcast media insertion materials and oversee the completion, fulfillment and processing of all such activities.
4. The Contractor shall establish and maintain a website intended to promote and publicize tourist activities and attractions in the unincorporated county.
5. The Contractor shall provide and produce a review and analysis of any ongoing or new media and marketing efforts for advertising, promoting and publicizing tourism in the County as requested by the County.
6. The Contractor shall prepare and submit for approval by the County, a budget of the annual contract dollars for all activities and promotional efforts requested by the County. The Contractor shall be responsible for administering and monitoring contract expenditures in accordance with the County approved budget for work related to this Agreement. Budget reports shall be due quarterly or whenever County determines such reports need to be completed. The Contractor shall also submit budget revision recommendations for approval by the County or as determined necessary by the County.
7. The Contractor shall prepare grant applications and grant proposals for advertising related grants as identified and requested by the County (e.g., NM Department of Tourism).
8. The Contractor shall prepare and submit monthly progress reports and orally present the reports at the Lodgers' Tax Advisory Board meetings of all activities performed under this Agreement. The Contractor shall also present its annual report, all updates

of the annual plan and report on work completed under this Agreement to the Board of County Commissioners when and as requested by the County.

9. The Contractor shall perform other services or tasks as deemed necessary by the County in relation to promoting and advertising tourism for Santa Fe County pursuant to this Agreement and Scope of Work.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 3 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in a written amendment to this Agreement.

3. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000.00) inclusive of New Mexico gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a

written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) additional one (1) year terms not to exceed four (4) years in duration.

5. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon

written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

7. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

8. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

9. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

10. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

11. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

12. CONFIDENTIALITY

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

13. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright. The Contractor shall retain full ability to use in its website any and all information, photos, and digital media that may be gathered through completion of work pursuant to this Agreement.

14. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

15. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

16. ENTIRE AGREEMENT; INTEGRATION

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

17. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

18. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor shall comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico, located in Santa Fe County.

20. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

21. INDEMNIFICATION

A. The Contractor shall defend, indemnify, and hold harmless the County and its elected officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

22. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

23. NOTICES

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

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: (See Section 31- Agent)

24. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the New Mexico Secretary of State on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the State of New Mexico to provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

25. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes, unless original signature is required pursuant to County Resolution 2006-60, Santa Fe County Purchasing Regulations and Policy Manual.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

27. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County shall be a named additional insured on the policy.

C. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

28. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

29. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

30. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

31. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS,

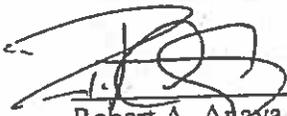
The Contractor hereby irrevocably appoints David C. Hayduk, located at 41 Bisbee Court A1, Santa Fe, NM 87508 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

32. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

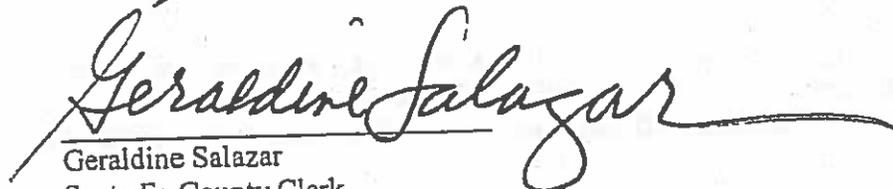
IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:



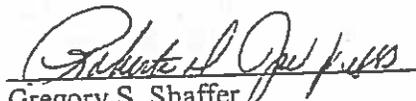
Robert A. Anaya
Chair, Board of County Commissioners

8/11/15
Date



Geraldine Salazar
Santa Fe County Clerk

APPROVED AS TO FORM



Gregory S. Shaffer
Santa Fe County Attorney

7/29/15
Date

FINANCE DEPARTMENT

Carole H. Jaramillo
Carole H. Jaramillo
Santa Fe County Finance Director

7/31/15
Date

CONTRACTOR:

David C. Hyduk
(Signature)

8-3-15
Date

David C. Hyduk
(Print Name)

President
(Print Title)

EXHIBT A

HK Pricing and Services, pursuant to Section 3, Compensation, Invoicing and Set-Off

Account Services

The Agency will make such studies of your product or services, your markets and your competitors as are necessary to plan an integrated advertising program. The Agency will prepare a Plan of advertising, including a budget, for your advance approval. We will then execute the Plan using our best efforts, and measure the plan's results using the most appropriate means and methodology.

Creative Services

The Agency will write, design, illustrate, lay out or otherwise prepare advertisements, broadcast commercials and programs called for in the approved Plan or as otherwise directed. We will, as requested, prepare direct mail advertising, publicity materials, catalogs, booklets, manuals, sales letters, dealer ads, and other advertising, publicity or promotional materials.

Production Services.

The Agency will place Purchase Orders as your agent and for your account, pursuant to the approved Plan, for all required outside art-work, color separation, engravings, type composition, audio/visual production services and other mechanical services required for your advertising.

Market Research

Market research, market analysis and special field studies will be billed to you at the Agency's hourly rate for such services.

Public Relations

Researching and writing press releases, distributing them to a network of publication /broadcast sources and follow through. Organizing timely press conferences and working with a large network of editors and publications and broadcast stations.

HK

Media Services

Evaluation. The Agency will evaluate all advertising media according to coverage, cost and effectiveness, and submit detailed recommendations. The Agency will order the space, time or other means of advertising, endeavoring to secure the most advantageous rates available for the Client.

Print Advertising. Print advertising, authorized under the Plan, and purchased by us for your account, will be billed to you at the end of each month.

Broadcast Advertising. Broadcast advertising authorized by you under the Plan, and purchased by us for your account, will be billed to you at the end of each month.

Web Site Design. Broadcast advertising authorized by you under the Plan, and purchased by us for your account, will be billed to you at the end of each month.

Outdoor Advertising. Outdoor advertising, authorized under the Plan, and purchased by us for your account, will be billed to you at the end of each month.

Traffic. The Agency will forward copy, printing plates, audio and video recordings, and other materials to the appropriate media; supervise radio and television production; check invoices from vendors for the Client's account, and where the Agency has received funds on account and has been so instructed, pay the invoice or statement for the client.

Other Services:

Purchased Products and Services. All outside purchases authorized by you under the Plan will include 20% earned commission to the agency and will be billed to you at the end of the month.

Additional Service. Any Additional services or products not included in the Plan, will be approved in advance by the Client at the Agency's cost.

Miscellaneous Expenses. Miscellaneous expenses such as long distance telephone calls, freight, special deliveries, photo copies, and the like, will be billed to the Client at the Agency's cost.

Agency Fees:

Commissions on Media. All media placement charges to the Client will include a 15% earned commission to the Agency. All media will be authorized by the Client before placement by the Agency for the Client's account.

Agency Services. The Client will pay the Agency an hourly fee for all "in house" services authorized by the Plan. The fee will vary depending upon the nature of the work. A representative schedule of the fees is available for the Client's inspection at any time during the term of this Agreement.

Reimbursable Expenses. The Agency will be paid by the Client for travel expenses incurred in the regular servicing of the Client's account.

Extraordinary Expenses. Where the Client requests the Agency to send personnel on special assignments out-of-town, including market surveys, special research work, or sales meetings, the expenses will be paid by the Client. The agency will submit an estimate of such expense to the Client for its prior approval.

Account Services	\$125 per hour
Creative Concept & Design	\$125 per hour
Copywriting	\$100 per hour
Production Art	\$100 per hour
Broadcast Production	\$125 per hour
Website Maintenance	\$95 per hour
Media Analysis & Planning	\$95 per hour
Public Relations	\$125 per hour

Total: \$300,000 inclusive of NMGR

HK

Henry P. Roybal
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Memorandum

Date: September 13, 2016

To: Board of County Commissioners

From: Tony Flores, Deputy County Manager

Via: Katherine Miller, County Manager

Subject: Request Approval of a Plan for Submitting One Name to the Governor of the State of New Mexico for the Vacant Senate Seat - District 19

Background and Summary:

On July 29, 2016, Santa Fe County received correspondence from the Legislative Council Service, that Senator Sue Wilson Beffort resigned her position as State Senator for District 19 (Exhibit A). Included within the correspondence was a request to submit a name, to fill the vacancy, to the Governor from the Santa Fe Board of County Commission as its earliest convenience.

Santa Fe County was faced with a similar issue in March of 2015 and the Board of County Commission (Board) outlined the following process to garner applications from persons interested in being appointed to the vacant senate seat:

1. Solicit applications from persons interested in being considered for the vacant senate seat
 - a. To include: application form, letter of interest and resume
2. Conduct a meeting to consider the applications for possible recommendation pursuant to NMSA 1978, § 2-8D-4(B)(2)(a).

Recommendation:

Utilizing the process established by the Board in March of 2015, staff is recommending approval of the following schedule for the vacant District 19 Senate seat:

- **Solicit for Applications – September 14, 2016**
 - Posting of “Call for Interested Applicants” on Santa Fe County Web-page to include the Submittal Deadline for Receipt of Applications and listing of required application documentation.

- **Deadline for Receipt of Applications – September 23, 2016, 3:00 PM**
- **Review of Received Applications – September 23, 2016**
- **Consideration of Applications by Board of County Commission – September 27, 2016**

Exhibits:

- A – Senator Sue Wilson Beffort resignation letters
- B – Maps of State Senate District 19
- C – Application Form



New Mexico State Senate

State Capitol
Santa Fe

COMMITTEES

MEMBER
Finance

July 29, 2016

SENATOR SUE WILSON BEFFORT
R-Bernalillo, Sandoval, Santa Fe & Torrance-19

67 Raindance Road
Sandia Park, NM 87047

Home: (505) 292-7116
Cell: (505) 514-8667
E-mail: sue.beffort@nmlegis.gov

Katherine Miller
Santa Fe County Manager
kmiller@santafecountynm.gov

Dear Santa Fe County Board of County Commissioners:

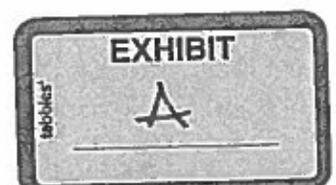
I have submitted my resignation as state senator of District 19, effective July 29, 2016 (see attached copy). As you are aware, this district is a multicounty district, and the commission of each represented county is required to submit one name for this vacancy to the governor. I respectfully request that, at its earliest convenience, the Santa Fe County Board of County Commissioners submit a name to the governor. The appointment will allow a new senator to participate in interim committees between now and the end of the year and allow the senator to become more familiar with the issues faced by the state, this district and your county.

It has been an honor and a privilege to serve as a state senator in your county.

Sincerely,


SUE WILSON BEFFORT

SWB:ar





New Mexico State Senate

State Capitol
Santa Fe

COMMITTEES

MEMBER
Finance

SENATOR SUE WILSON BEFFORT
R-Bernalillo, Sandoval, Santa Fe & Torrance-19

July 28, 2016

67 Raindance Road
Sandia Park, NM 87047

Home: (505) 292-7116
Cell: (505) 514-8667
E-mail: sue.beffort@nmlegis.gov

HAND-DELIVERED

The Honorable Brad Winter
Secretary of State
State Capitol Annex North
Santa Fe, NM

Dear Secretary Winter:

Pursuant to Section 2-1-1 NMSA 1978, I resign from the New Mexico Legislature, effective July 29, 2016. It has been an honor and a pleasure to serve the people of the State of New Mexico, and specifically the residents of Senate District 19, since 1997.

Sincerely,

A handwritten signature in black ink, appearing to read "Sue Wilson Beffort".

SUE WILSON BEFFORT

SWB:clm

cc: President Pro Tempore Mary Kay Papen
Senate Chief Clerk Lenore M. Naranjo
Raúl E. Burciaga, Director, Legislative Council Service

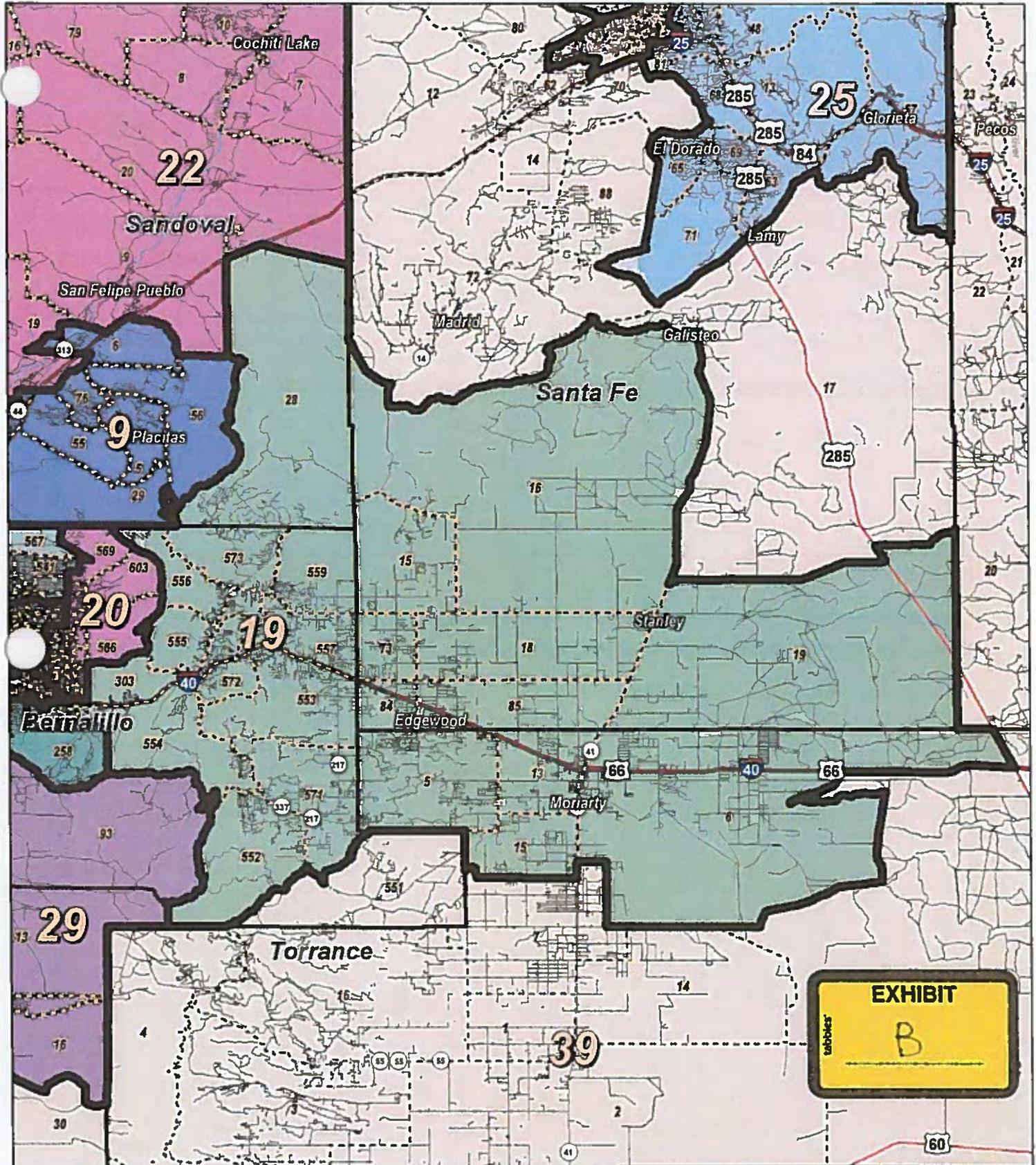


EXHIBIT
B

RESEARCH POLLING INC.

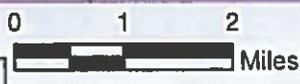
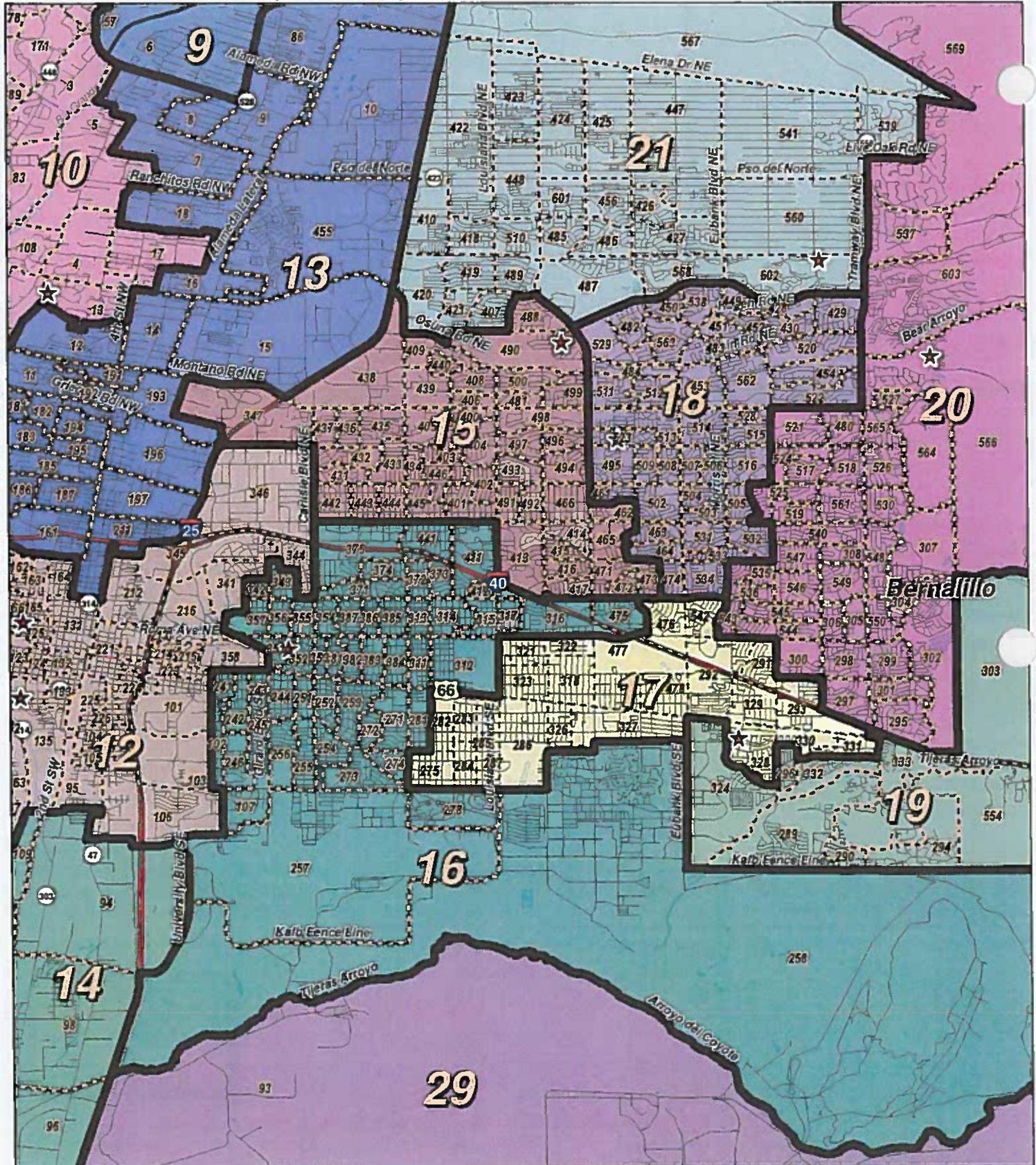
For the New Mexico Legislative Council Service



LEGEND Created January 31, 2012

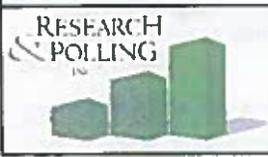
Precincts	Rivers	Interstate
Counties	Lakes / Ponds	US Highway
		State Highway

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LEGEND Created: January 18, 2012

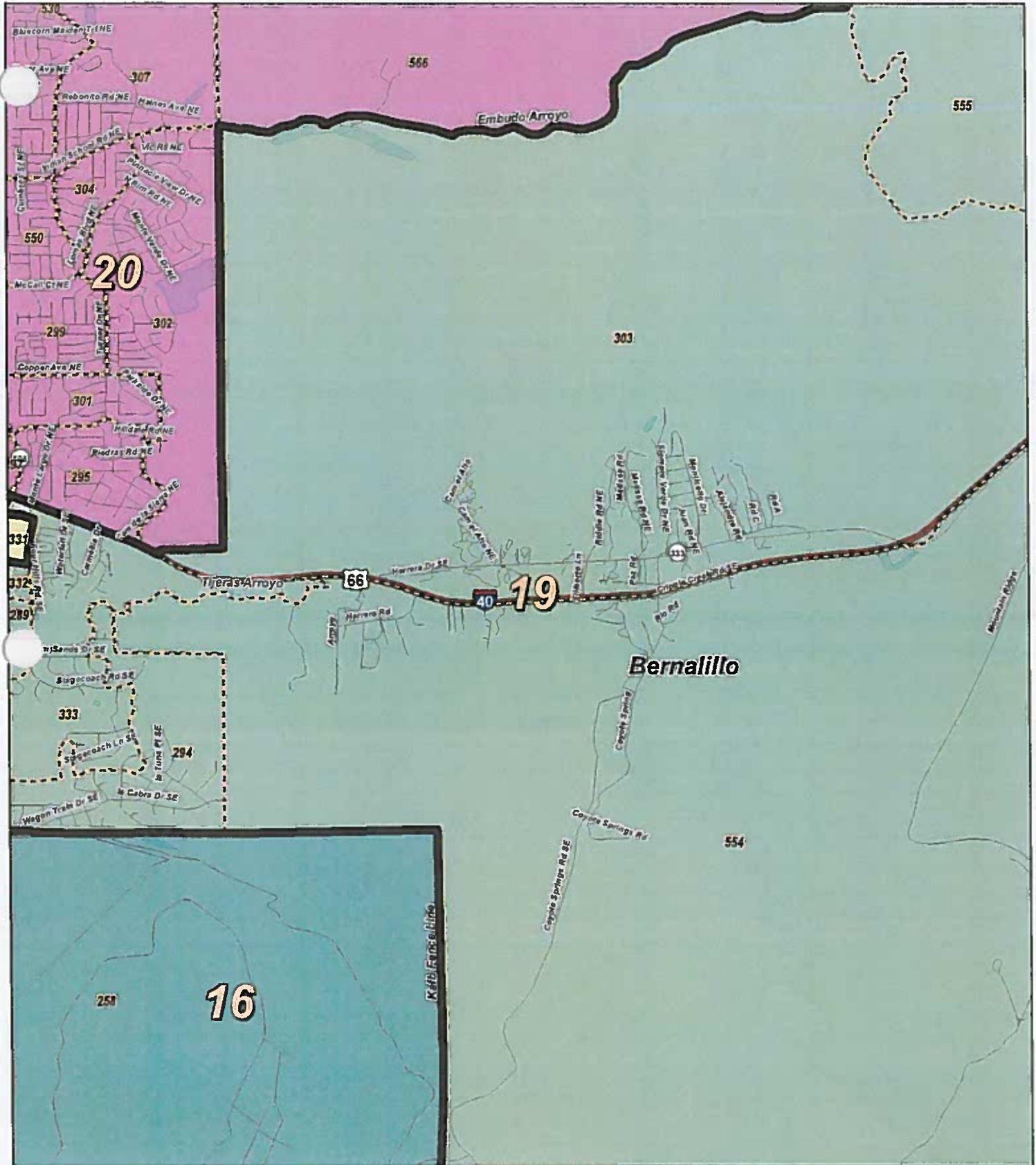
- ★ Legislators
- Precincts
- Counties
- Rivers
- Lakes / Ponds
- ↔ Interstate
- US Highway
- ~ State Highway



For the New Mexico
Legislative Council Service

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NEW MEXICO



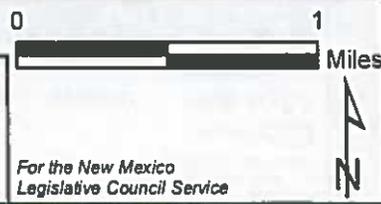
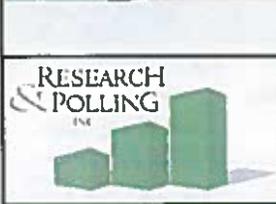
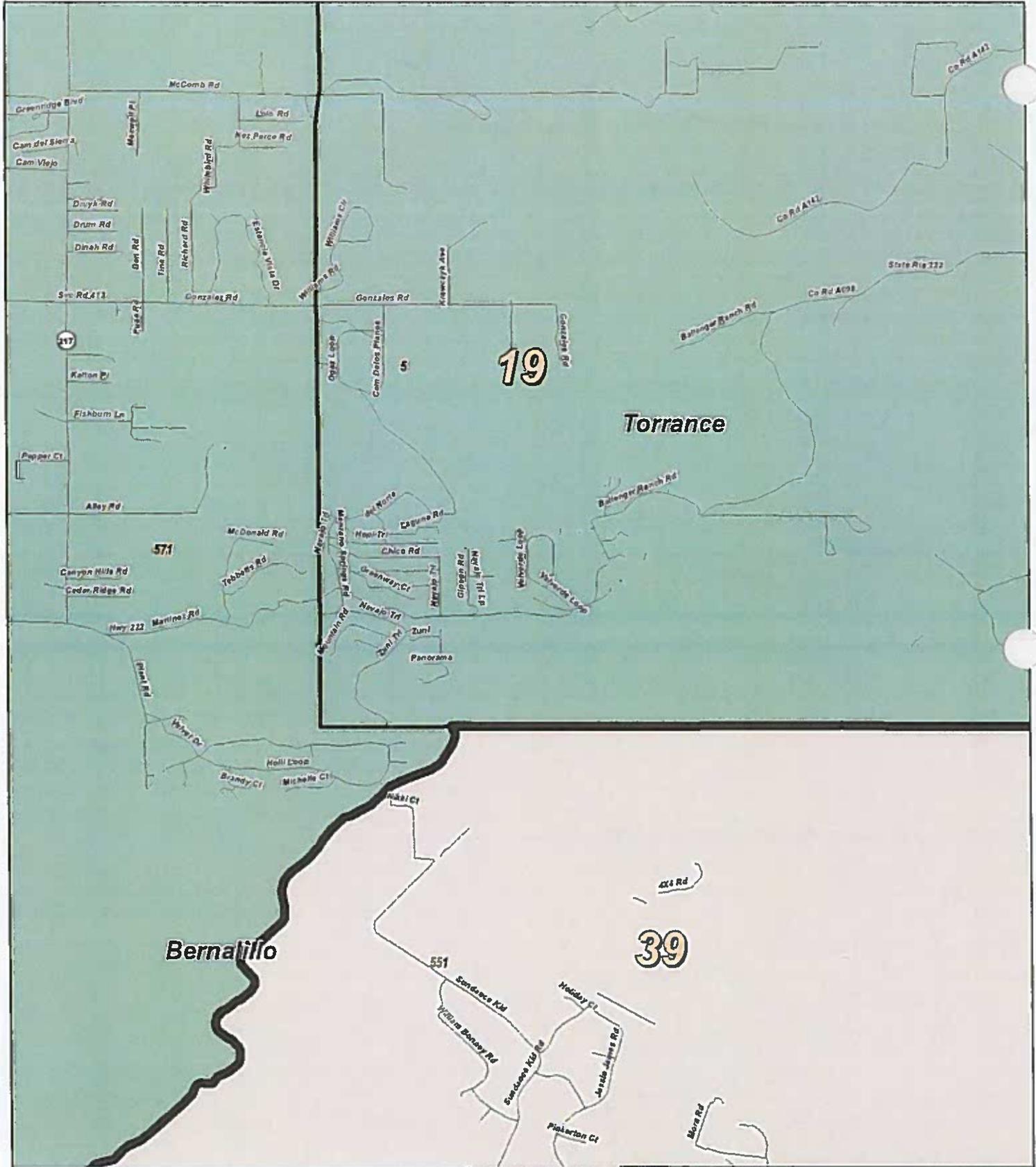
0 1 Miles
 For the New Mexico Legislative Council Service



LEGEND Created: January 23, 2012

★ Legislators	Rivers	↗ Interstate
▭ Precincts	🌊 Lakes / Ponds	⚡ US Highway
▭ Counties		⚡ State Highway

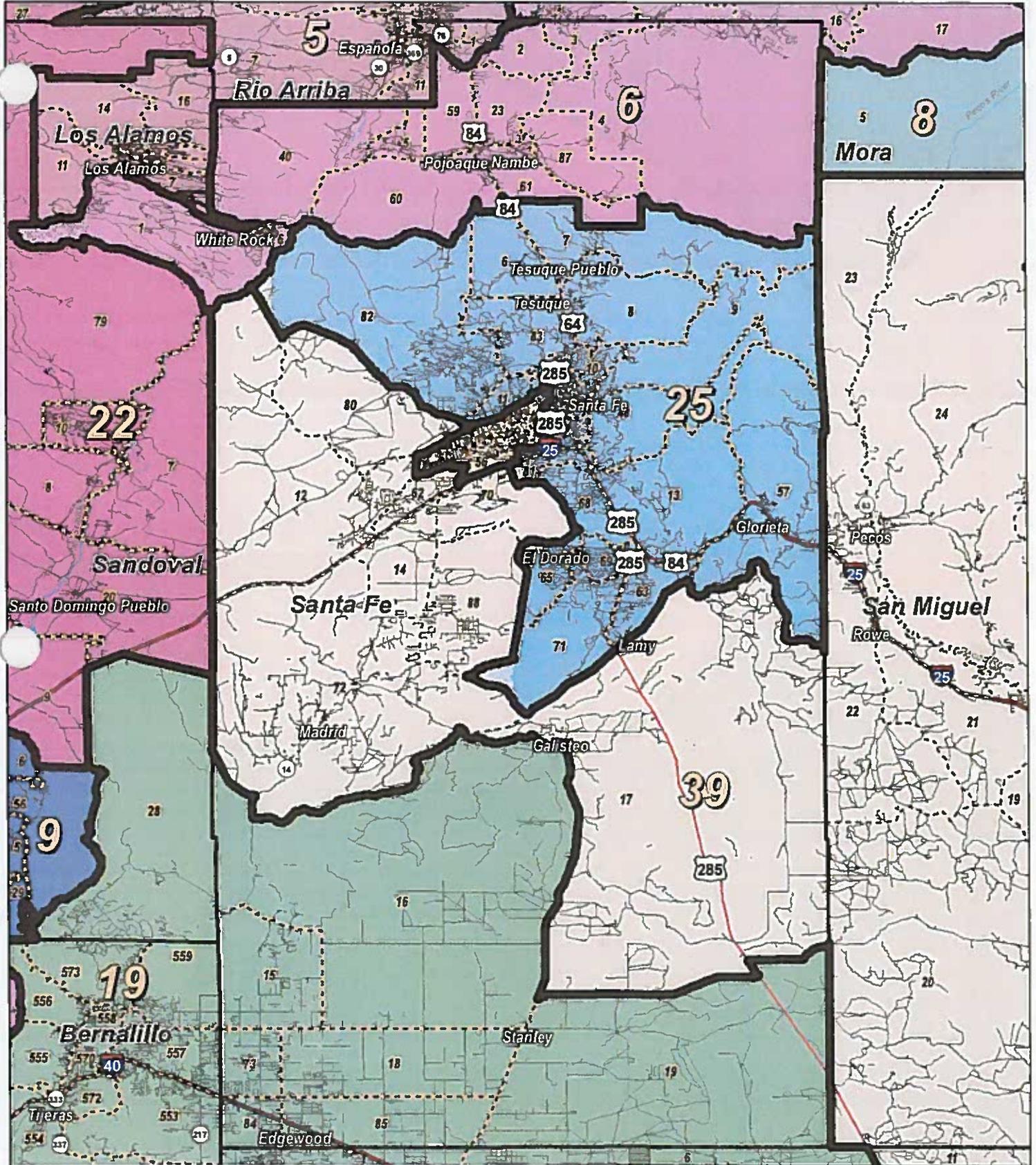
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LEGEND Created: January 23, 2012

- ★ Legislators
- Precincts
- Counties
- ~ Rivers
- ~ Lakes / Ponds
- ~ Interstate
- ~ US Highway
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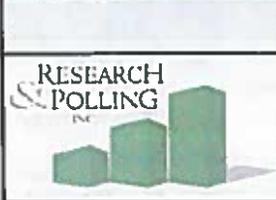
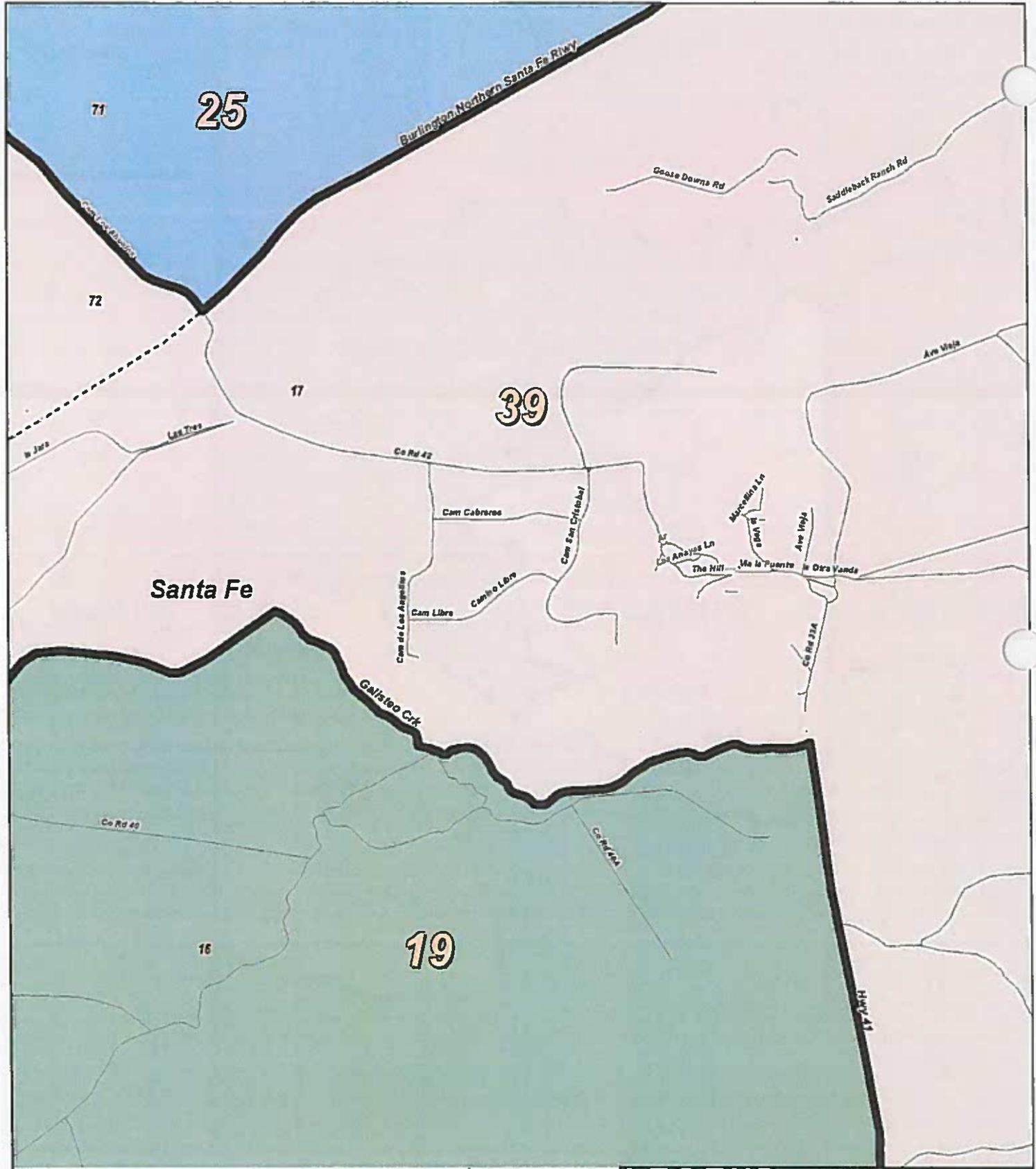
Created: January 30, 2012

- Precincts
- Counties
- Rivers
- Lakes / Ponds
- Interstate
- US Highway
- State Highway



For the New Mexico Legislative Council Service

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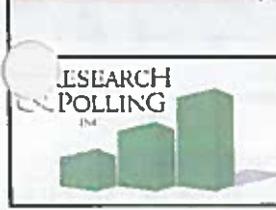
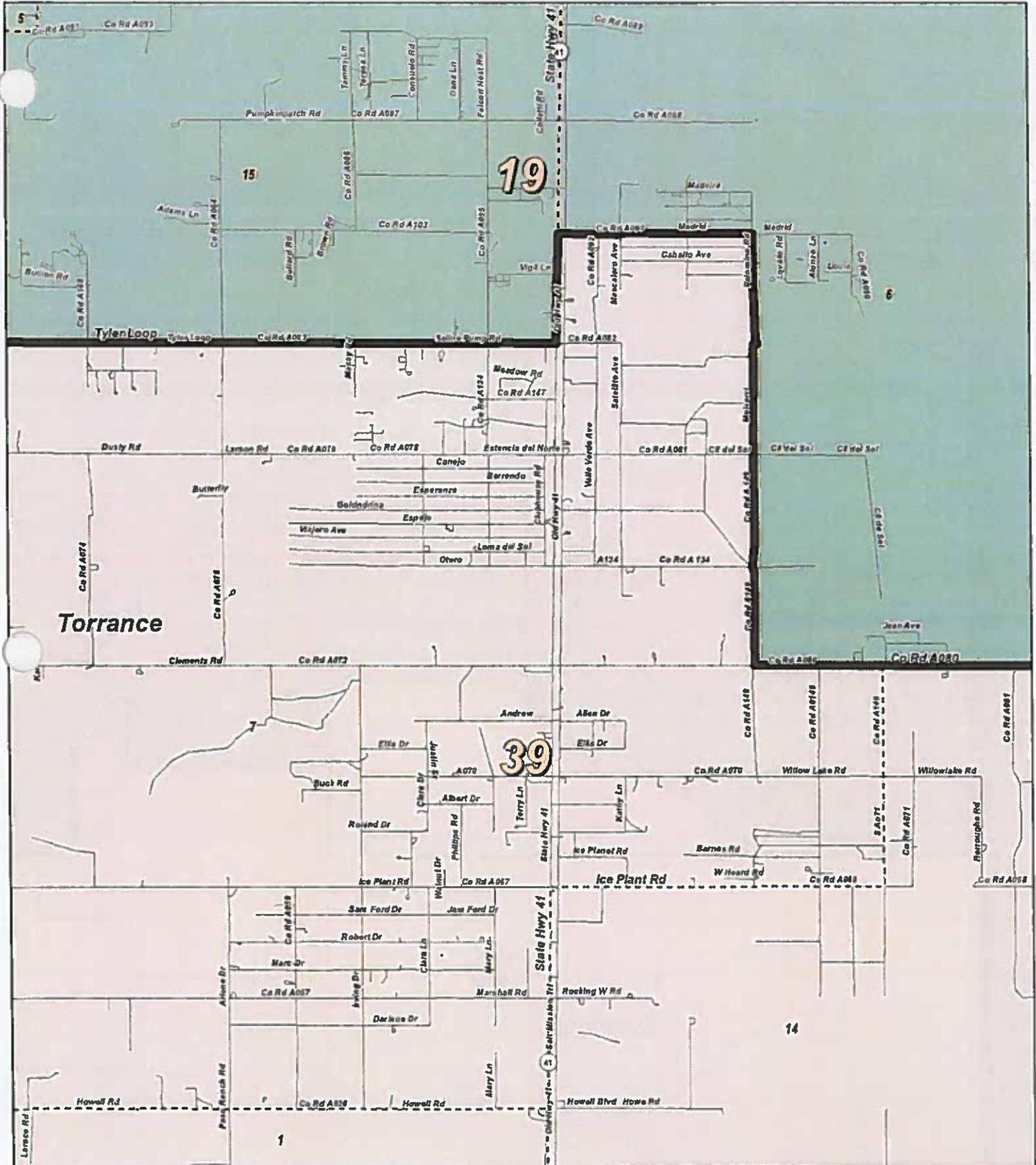
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 For the New Mexico Legislative Council Service



LEGEND Created: January 23, 2012

★ Legislators	Rivers	↔ Interstate
▭ Precincts	🌊 Lakes / Ponds	⚡ US Highway
▭ Counties		⚡ State Highway

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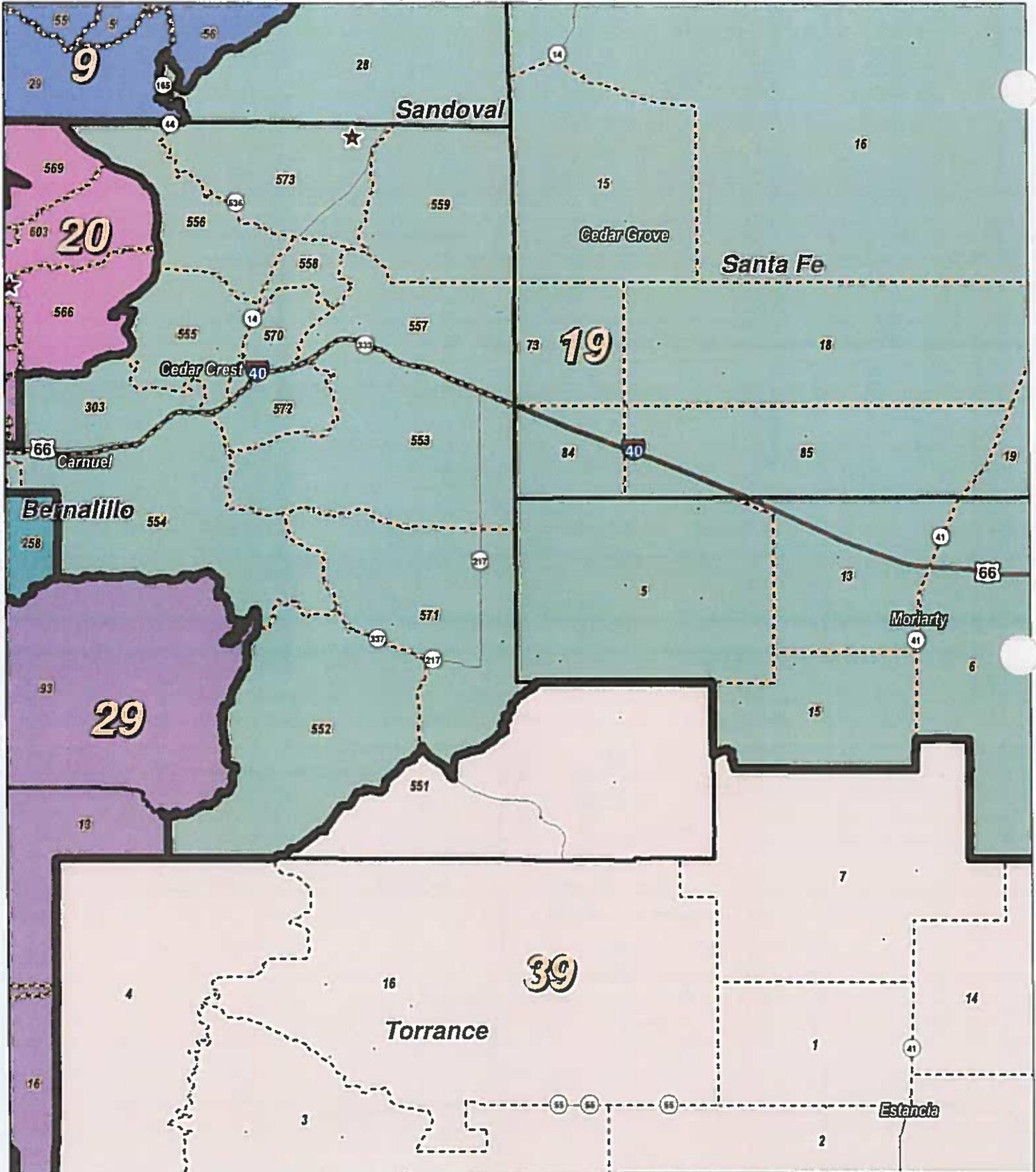
For the New Mexico Legislative Council Service



LEGEND Created: January 23, 2012

★ Legislators	~ Rivers	↔ Interstate
□ Precincts	☪ Lakes / Ponds	⚡ US Highway
▭ Counties		⤵ State Highway

Research & Polling, Inc. distributes this map assuming no liability for any errors, omissions, or inaccuracies in the information provided regardless of the cause in reliance upon any maps.



LEGEND Created: January 18, 2012

- ★ Legislators
- Precincts
- Counties
- Rivers
- Lakes / Ponds
- Interstate
- US Highway
- State Highway

Research & Polling, Inc. distributes this map assuming no liability for any errors, omissions, or inaccuracies in the information provided regardless of the cause in reliance upon any maps.



APPLICATION FOR STATE SENATE DISTRICT 19

_____, being first duly sworn, states as follows:
(Print or Type Name)

1. I wish to be nominated by the Board of County Commissioners of Santa Fe County and appointed by the Governor to the position of State Senator for State Senate District 19.

2. I am a citizen of the United States, a resident of the State of New Mexico, and a resident of New Mexico State Senate District 19. (Attach proof of U.S. Citizenship.)

3. The physical address of my residence, determined in accordance with NMSA 1978, § 1-1-7, is _____
_____. (Attach proof of physical residency.)

4. I am 25 years of age or older. (Attach copy of driver's license or other proof of age.)

5. I am a qualified elector, meaning that I am a resident of the State and qualified to vote under the provisions of the constitution of New Mexico and the constitution of the United States.

6. Check and, if applicable, complete only one of the following alternative statements. Please note that notaries public and officers of the militia who receive no salary are not considered offices of trust or profit within the meaning of N.M. Const. art. IV, § 3.

I do not hold any office of trust or profit with the state, county, or national governments.

OR

I hold the following office(s) of trust or profit with the state, county, or national governments: _____
_____.

I understand and agree that, if appointed by the Governor to the position of State Senator for Senate District 19, I must resign from each of these positions before qualifying for office.

7. The information and statements in my letter of interest and resume accompanying my application are true and correct to the best of my knowledge, information, and belief.

Signature of Applicant

NOTARIZATION

State of _____
(County) of _____

Signed and sworn to (or affirmed) before me on _____, 2016, by _____.

My commission expires: _____

Signature of Notarial Officer



