

ORDINANCE NO. 2004-

5

**AN ORDINANCE FOR SANTA FE COUNTY WORK FORCE
ECONOMIC DEVELOPMENT AND TRAINING PROJECT WITH
VISTA STUDIOS, INC.**

**THE SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS HEREBY
FINDS THAT:**

It is in the best interest of the welfare of the citizens of Santa Fe County to enter into an economic development project participation agreement with Vista Studios, Inc., (hereinafter "Vista Studios") for the purpose of County work force development and training and for the purpose of effectuating the County of Santa Fe's (hereinafter "the County") Economic Development Ordinance No. 1996-7;

It is in the best interest of the welfare of the citizens of the County to support, foster, promote and enhance local economic development efforts;

Vista Studios is a communication and production facility providing technology, experience and expertise to local, regional, and national productions in the areas of film, digital media, and television (hereinafter "multi-media");

Vista Studios will encourage local economic development through multi-media production and will aid in its growth and expansion within the State of New Mexico and the County by recruiting labor and talent locally;

Vista Studios will assist in the development of a skilled work force necessary to produce a long series of motion pictures in the State;

Vista Studios will promote cooperation between the public and private sector to strengthen, extend, and focus the County's work force development and training.

BE IT THEREBY ORDAINED by the Santa Fe County Board of County Commissioners:

SFC CLERK RECORDED 11/04/2004

I. Title

This Ordinance may be cited as "County Work Force Economic Development Project With Vista Studios, Inc., Ordinance".

II. Authority

In accordance with Santa Fe County Economic Development Ordinance No. 1996-7 (hereinafter "County Economic Development Ordinance") this Ordinance is enacted pursuant to the express statutory requirements and authority conferred upon local governments to allow public support of economic development under NMSA 1978, §5-10-1 et seq., the Local Economic Development Act.

III. Economic Development Project

Vista Studios, Inc. has submitted an application through its business plan (hereinafter "Application") for public support under the County Economic Development Ordinance and the Local Economic Development Act.

IV. Project Review

The County's governing body and County staff have reviewed the Application.

V. Qualifying Entity

It has been determined that Vista Studios, Inc. is a qualifying entity as defined in NMSA 1978, §5-10-3(G)(3) of the Local Economic Development Act and Sections VI and VII of the County Economic Development Ordinance.

VI. Application Criteria

Vista Studios, Inc. has submitted an Application which meets the criteria set forth in the County Economic Development Ordinance and the Local Economic Development Act.

VII. Best Interest

Approving the Application is in the best interest of the County of Santa Fe.

VIII. Approval

Vista Studios, Inc.'s Application is approved subject to the conditions set forth in the Economic Development Participation Agreement for Work Force Development and Training in Santa Fe County, entered into by the parties and in accordance with all applicable local, state, and federal laws.

SFC CLERK RECORDED 11/04/2004

IX. Separability

The provisions of this Ordinance are separable, and the invalidity of any part of this Ordinance shall not affect the validity of the rest of the Ordinance.

X. Incorporation By Reference

The County of Santa Fe Economic Development Participation Agreement With Vista Studios, Inc. For Work Force Development and Training In Santa Fe County attached hereto as Exhibit "1" is hereby incorporated by reference and made a part of this Ordinance.

XI. Effective Date

This Ordinance shall become effective thirty (30) days from October 26, 2004

PASSED, APPROVED AND ADOPTED this 26th day of October, 2004.

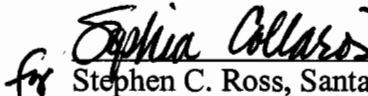
SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS


Paul D. Campos, Chairman

ATTEST:


Rebecca Bustamante, Santa Fe County Clerk

APPROVED AS TO FORM:

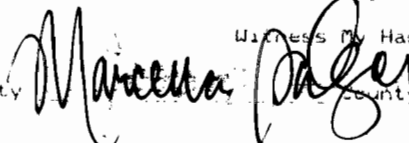

for Stephen C. Ross, Santa Fe County Attorney



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC ORDINANCE
PAGES: 14

I Hereby Certify That This Instrument Was Filed for
Record On The 4TH Day Of November, A D , 2004 at 13:10
And Was Duly Recorded as Instrument # **153370**
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Deputy  Rebecca Bustamante
County Clerk, Santa Fe, NM

SFC CLERK RECORDED 11/04/2004

**ECONOMIC DEVELOPMENT PARTICIPATION AGREEMENT
WITH VISTA STUDIOS, INC.
FOR WORK FORCE DEVELOPMENT AND TRAINING
IN SANTA FE COUNTY**

THIS ECONOMIC DEVELOPMENT PARTICIPATION AGREEMENT is made and entered into this 26 day of Oct., 2004 by and between the **County of Santa Fe** (hereinafter referred to as "the County") and **Vista Studios, Inc.**, (hereinafter referred to as "the Qualifying Entity").

WHEREAS, the State of New Mexico has deemed it in the best interests of the citizens of New Mexico to enact the Local Economic Development Act, NMSA 1978, §5-10-1 et seq.;

WHEREAS, the County has complied with the requirements of the Local Economic Development Act by adopting on June 24, 1996, Santa Fe County Economic Development Ordinance No. 1996-7, incorporating within that Ordinance the County's economic development plan;

WHEREAS, the Local Economic Development Act permits the board of county commissioners of a county to provide direct or indirect assistance to a qualifying entity;

WHEREAS, the Local Economic Development Act allows such direct or indirect assistance to a qualifying entity in the form of, among other things, the lease of land, construction, improvement of land, buildings or other infrastructure, and public works improvements essential to the location or expansion of a qualifying entity;

WHEREAS, the Local Economic Development Act defines a qualifying entity as, among other things, a corporation that is a business in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer;

WHEREAS, the Qualifying Entity, a corporation incorporated under the laws of the State of New Mexico, is a communication and production facility providing technology, experience and expertise to local, regional, and national productions in film, digital media, and television (hereinafter "multi-media production");

WHEREAS, on August 31, 2004 the County received, reviewed, and approved the Qualifying Entity's business plan which delineates its construction schedule, implementation plan, and jobs created for Santa Fe County (hereinafter "the Project"); and

EXHIBIT 1

WHEREAS, the County has determined that it is in the best interest of the welfare of the citizens of Santa Fe County to enter into this Economic Development Project Participation Agreement (hereinafter "the Participation Agreement") with Vista Studios, Inc., for the purpose of effectuating the County's economic development plan.

NOW THEREFORE, in consideration of the premises, the following and other good and valuable consideration the receipt of which is hereby acknowledged, the undersigned parties hereby agree as follows:

1. **Contributions of the Qualifying Entity and the County**

A. Economic Development Goals of the Project

1. The Qualifying Entity will encourage local economic development through multi-media production and will aid in its growth and expansion within the State of New Mexico and the County by recruiting labor and talent from the County and the State of New Mexico.
2. The Qualifying Entity will assist with development of a skilled work force necessary to produce a long series of motion pictures in the State.
3. The County will promote cooperation between the public and private sector to strengthen Santa Fe County's work force development through multi-media production.

B. Contributions of the Qualifying Entity and the County

1. The Qualifying Entity shall directly or indirectly provide the following job opportunities:
 - a. 1,000 full or part-time above-minimum wage jobs in connection with the Project;
 - b. 100 to 120 construction jobs for the initial ten (10) months of the Project; and
 - c. work force development which shall foster and promote apprenticeships or other job training and career advancement programs for Santa Fe County area residents and residents of the State of New Mexico.
2. The County shall sublease to the Qualifying Entity 30.84 acres, more or less, of State Trust Land (hereinafter "the Subleased Lot") on the ground presently known as the Santa Fe County Economic Business Park, which the County is leasing from the New Mexico Commissioner of Public Lands pursuant to State Land Office Bid

Ground Lease No. BL-1505 (hereinafter "the Prime Ground Lease").

3. Within one hundred twenty (120) days of the effective date as defined in Ground Sublease No. 25-0057-PFMD by and between the County of Santa Fe and Vista Studios, Inc. (hereinafter "the Sublease"), the Qualifying Entity shall provide verifiable evidence of capital financing commitments to the County, which in the County's discretion, demonstrate the Qualifying Entity's financial ability to perform the Project.
4. The Qualifying Entity shall pay for the cost of construction of all buildings and appurtenances and infrastructure in, on, or under the Subleased Lot.
5. The Qualifying Entity shall pay to the County the sum of One Hundred Twenty-six Thousand Dollars (\$126,000) for the cost of construction of the road from New Mexico State Highway 14 through the Santa Fe County Economic Business Park.
6. The County shall provide the Qualifying Entity with credit against the annual Sublease rent payments for the subleased lot for the above sum of One Hundred Twenty-six Thousand Dollars (\$126,000). Such credit against the Sublease rent shall not exceed twenty percent (20%) of the annual rent due to the County for each respective year. The County shall prorate and apply the annual credit on a monthly basis until the One Hundred Twenty-six Thousand Dollars (\$126,000) is recovered by the Qualifying Entity from the County.
7. The County shall sublease to the Qualifying Entity the Subleased Lot which has been appraised, effective March 16, 2004, as follows:
 - a. Market Value – As-is, of the Fee Simple Interest, \$1,120,000;
 - b. Fair Market Rent Estimate, \$112,000 per year;
 - c. \$3,631.65 per acre per year; and
 - d. \$0.834 per square foot per year.
8. In consideration of the Qualifying Entity's local economic development Project described herein, the County shall sublease the Subleased Lot to the Qualifying Entity at below the fair market rent estimate.
9. The Qualifying Entity's payment of annual rent to the County for the entire term of the Sublease shall provide sufficient rent such

that the County will be able to pay its annual base rent and percent rent due under the Prime Ground Lease for the Subleased Lot, entirely from the proceeds of the Sublease.

10. The County shall assist the Qualifying Entity as may become necessary by providing County staff and expertise concerning obtaining state and local approvals of the proposed use of the Subleased Lot.

2. Performance Review and Criteria

- A. Annual Reviews: The Qualifying Entity shall provide annual reports to the County, and upon receipt, the County Manager and County staff shall conduct an annual review of the Project. The review shall determine whether the Project is in compliance with this Participation Agreement and is substantially achieving the goals and objectives herein.
- B. Job Creation: The County's annual review shall determine whether the Qualifying Entity has substantially achieved its job creation goals as specified in Chapter 6 of the Qualifying Entity's business plan, "Expected Job Opportunities", Exhibit A, attached hereto. The annual review shall consider both direct and indirect job creation. If, in the opinion of the County these goals are not substantially met, the annual review shall determine whether the actual job creation achieves a positive benefit-cost ratio, and shall form conclusions and recommend continuation under this Participation Agreement.
- C. Work Force Development Activities: The annual report shall document and the annual review shall evaluate the work force development efforts of the Qualifying Entity.

3. Schedule for Project Development

- A. Construction Start-up: Construction of the Project is expected to commence no later than one month past the one hundred twenty (120)-day deadline described in Paragraph 1(B)(3) above.
- B. Operations Start-up: Operations of the Qualifying Entity are expected to commence no later than the end of May, 2006.

4. Term

This Participation Agreement shall remain in force from the date first written above until it is performed in full or to the satisfaction of the County. In the event the Qualifying Entity performs or exceeds the required performance levels contained in this Participation Agreement, the County may, at its sole discretion,

elect to release the Qualifying Entity prior to the expiration of the term of the sublease of the Subleased Lot. Termination of said Sublease shall automatically terminate this Participation Agreement.

5. **Termination**

This Participation Agreement may be terminated by the County upon written notice delivered to the Qualifying Entity at least forty-five (45) days prior to the intended date of termination in the event the Qualifying Entity ceases to operate the Project in accordance with the terms of this Participation Agreement. By termination, neither the County nor the Qualifying Entity may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

6. **Status of Qualifying Entity**

The Qualifying Entity and the Qualifying Entity's agents and employees are not employees of the County. The Qualifying Entity and the Qualifying Entity's agents and employee shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Participation Agreement.

7. **Assignment**

The Qualifying Entity shall not assign or transfer any interest in this Participation Agreement or assign any claims for money due or to become due under this Participation Agreement without the prior written approval of the County.

8. **Liability and Insurance**

It is expressly understood and agreed by and between the Qualifying Entity and the County that the Qualifying Entity shall defend, indemnify and hold harmless the County for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims actions or demands whatsoever resulting from the Qualifying Entity's actions or inaction as a result of this Participation Agreement. The Qualifying Entity shall maintain adequate insurance as the Qualifying Entity and the County shall agree in the sublease of the subleased lot. The Qualifying Entity shall provide proof of such insurance coverage to the County. It shall be the sole responsibility of the Qualifying Entity to be in compliance with the law.

9. **Records and Audits**

The Qualifying Entity shall maintain detailed employment and work force development efforts records. Upon thirty (30) days advanced written notice provided by the County to the Qualifying Entity, these records shall be subject to inspection by the County.

10. Appropriations

The terms of this Participation Agreement are contingent upon sufficient appropriations and authorization being made by the County for the performance of this Participation Agreement. If sufficient appropriations and authorization are not made to the County, this Participation Agreement shall terminate upon written notice being given by the County to the Qualifying Entity. The County's decision as to whether sufficient appropriations are available shall be accepted by the Qualifying Entity and shall be final.

11. Release

The Qualifying Entity, upon final fulfillment of this Participation Agreement, releases the County, its elected officials and employees, from all liabilities, claims and obligations whatsoever arising from or under this Participation Agreement. The Qualifying Entity agrees not to purport to bind the County to any obligations not assumed herein, except those that are assumed under the Sublease by the County, unless the Qualifying Entity has express written authority to do so, and then only within the strict limits of that authority.

12. Confidentiality

Any confidential information provided to the Qualifying Entity in the performance of this Participation Agreement shall be kept confidential and shall not be made available to any individual or organization by the Qualifying Entity without the prior written approval of the County. Any confidential information developed by the Qualifying Entity and provided by the Qualifying Entity to the County in the performance of this Participation Agreement shall be kept confidential and shall not be made available to any individual or organization by the County without the prior written approval of the Qualifying Entity. Nothing in this Participation Agreement shall be deemed a limitation upon the Qualifying Entity's ownership or right to proprietary information or intellectual property developed by the Qualifying Entity in the course of performing under this Participation Agreement.

13. Conflict of Interest

The Qualifying Entity warrants that the Qualifying Entity presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Participation Agreement.

14. Amendment

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

15. Merger

This Participation Agreement, excluding Ground Sublease No. 25-0057-PFMD, incorporates all the agreement, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, or understandings have been merged into this written Participation Agreement. Except for Ground Sublease No. 25-0057-PFMD, and as amended from time to time, no prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Participation Agreement.

16. Representations and Warranties

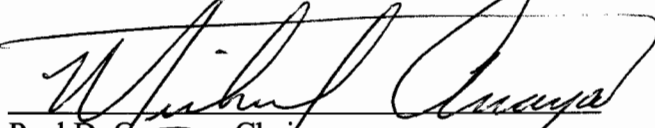
- A. The Qualifying Entity hereby warrants that the Qualifying Entity is and will remain in compliance with the Americans with Disabilities Act, 29 CFR 1630.
- B. In all hiring or employment made possible by or resulting from this Participation Agreement, there (1) will not be any discrimination against any otherwise qualified employee or applicant for employment because of race, color, age, religion, sex, sexual orientation, gender identity, national origin, or physical or mental disability; and (2) employees will be treated during employment without regard to their race, color, age, religion, sex, sexual orientation, gender identity, national origin, or physical or mental disability. This requirement shall apply, without limitation, to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, sexual orientation, gender identity, national origin, or physical or mental disability.

17. Applicable Law

This Participation Agreement shall be governed by the ordinance of the County of Santa Fe and the laws of the State of New Mexico.

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

**SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS**


Paul D. Campos, Chairman

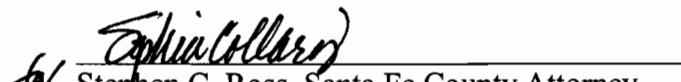
10-28-04
Date

ATTEST:


Rebecca Bustamante, Santa Fe County Clerk

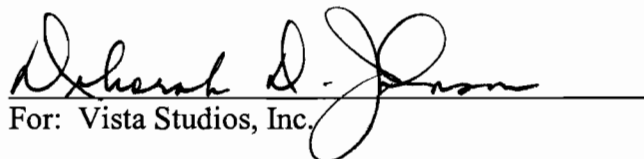
10/04/04
Date

APPROVED AS TO FORM:


for Stephen C. Ross, Santa Fe County Attorney

10/22/04
Date

QUALIFYING ENTITY:


For: Vista Studios, Inc.

10/25/04
Date

DEBORAH D. JOHNSON, PRESIDENT
Printed Name and Title

SFC CLERK RECORDED <11/04/2004>

Production Job Opportunities at Vista Studios

Producer (2 or more)
 Producer's Assistant (2 or more)
 Director
 Director's Assistant
 Casting Director
 Cast Director's Assistant
 Cast - Stars (2 or more)
 Cast - Supporting Cast (4 or more)
 Cast - Day Players (20 or more)
 Talent Agents (5 or more)
 Extras (100's)
 Extra Talent Agents (2 or more)
 Production Manager
 1st Assistant Director
 2nd Assistant Director
 2nd Second Assistant Director
 Production Office coordinator
 Assistant Production Office
 Coordinator
 Production Secretaries (1 or more)
 Production Office Assistant
 Script Supervisor
 Location Manager
 Assistant Location Manager (1 or
 more)
 Location Scouts (1 or more)
 Location Production Assistant
 Production Accountant
 1st Assistant Production Accountant
 2nd Assistant Production Accountant
 Payroll Accountant
 Accounting Production Assistant
 Set Production Assistant (5 or more)
 Production Designer
 Art Director
 Set Designer (1 or more)
 Art Department Coordinator
 Art Department Production Assistant
 Storyboard Artist (1 or more)
 Construction Coordinator
 Construction Foreman (4 or more)
 Carpenters (10 or more)
 Laborers (10 or more)
 Scenic Artists (10 or more)
 Construction Greens Persons (2 or
 more)
 Construction First Aid/Nurse
 Construction Accountant
 Key Grip
 Best Boy Grip
 Dolly/Crane Grip

Additional Grips (3 to 6 or more)
 Rigging Key Grip
 Best Boy Rigging Grip
 Rigging Grips (2 or more)
 Craft Service Person
 Craft Service Helper
 Standby Painter (1 or more)
 Company Greens Person (1 or more)
 First Aid/Nurse
 Special Effects Coordinator
 Assistant Effects Coordinator
 Special Effects Laborer (1 or more)
 Set Decorator
 Buyer
 Leadman
 Swing Gang (3 or more)
 On Set Dresser
 Propmaster
 Assistant Propmaster
 Prop Laborers (1 or more)
 Costume Designer
 Assistant Costume Designer
 Costume Buyer
 Women Costumer (1 or more)
 Women's Dresser (1 or more)
 Men Costumer (1 or more)
 Men's Dresser
 Seamstress/Tailor (1 or more)
 Head Makeup Artist (1 or more)
 Key Makeup Artist (1 or more)
 Additional Makeup Artists (1 or
 more)
 Head Hair Stylist (1 or more)
 Key Hairstylist (1 or more)
 Additional Hair Stylists (1 or more)
 Director of Photography
 Camera Operator
 1st Assistant Camera
 2nd Assistant Camera
 Loader
 Still Photographer
 Production Sound Mixer
 Boom
 Cableman
 Video Playback
 Assistant Video Playback
 Security/Watchman (2 or more)
 Policemen (2 or more)
 Firemen (1 or more)
 Caterer
 Caterer Helpers (2 or more)

SFC CLERK RECORDED <11/04/2004>

Production Job Opportunities at Vista Studios
(continued)

Transportation Coordinator
Teamster Captain
Teamster/Drivers (30 or more)
Publicist
Teacher (TBD)
Stunt Coordinator (TBD)
Stunt Performers (TBD)
Visual Effects Producer (TBD)
Visual Effects Supervisors (TBD)
Plate Photographer (TBD) (2 or more)
Compositor (TBD) (10 or more)
VFX Artists (TBD) (10 or more)
Animators (TBD) (10 or more)
Editor (1 or more)
Assistant Editors (2 or more)
Apprentice Editors (1 or more)
Sound Supervisor
Sound Effects Editors (3 or more)
Assistant Sound Effects Editors (3 or more)
Foley Editor
Assistant Foley Editor
ADR Editor
Assistant ADR Editor
Music Editor
Assistant Music Editor
Projectionists
Post Production Sound Mixer (3 or more)
Post Production Supervisor
Post Production Accountant
Post Production Assistant

Composer
Lyricists (1 or more)
Arrangers (1 or more)
Orchestrators (1 or more)
Musicians (4 or more, usually 30 to 40)
Dolby Engineer
Lab Technicians/Engineers (6 or more)
Negative Cutter
Title Creators (2 or more)
Trailer Creators (2 or More)
Walla Walla (4 or More)
Voiceover (1 or more)
Studio Facility Manager
Studio Technical Manager
Machine Room Operators (2)
Computer Internet Specialist
Studio Scheduler
Studio Receptionist
Studio Guards (2 or more)
Telecommunication Operators (2 or more)
Mail Room Runners (2 or more)
Sales and Leading Manager
Maintenance Engineer (1 or more)
Accountant/Bookkeeper
Studio Facility President
Studio Facility Chief Financial Officer
Assistants (2 or more)
Landscapers (2 or more)
Stage Managers (2 or more)
DVD Authoring Engineer

SFC CLERK RECORDED <11/04/2004>

6.9 impact on local businesses

The following pages list a sampling of Santa Fe County businesses which are positively impacted by Vista Studios.

Businesses Directly Impacted by Vista Studios

Office Supply Stores
Computer Sells and Service Suppliers
Software Dealers
Copier Sells and Service Suppliers
Paper Suppliers
Traffic Barriers/Cones Suppliers
Books/Magazines Stores
Video Sells and Rental Companies
Lumber Stores
Paint Stores
Hardware Stores
Tile/Carpet Stores
Coffee Suppliers
Grocery Stores
Caterers
Specialize Grocery Stores
Cranes/Equipment Rental Companies
Auto Repair Shops
Plants Nurseries
Florists
Liquor Stores
Restaurants/Cafes
Hotels/Spas
Apartment/Corporate Housing
Companies
Furniture Stores
Office Furniture Rental Companies
Department Stores
Bedding/Draperies Stores
Kitchen Supply Stores
Truck Rental Companies
Automobile Rental Companies
Van Rental Companies
Bus Rental/Service Companies
Picture Car Rental Companies
Motor Home Rental Companies

Tent Rental Companies
Chair/ Table Rental Companies
Party Supply Companies
Costume Shops
Seamstress/Tailor Shops
Cleaners
Shoe Shops
Beauty Supply Stores
Mobile Telephone Suppliers
Appliance Suppliers
Camera Suppliers/Renters
Audio Tape Suppliers
Cleaning Services
Taxi/ Shuttle Services
Travel Agencies
Insurance Agencies
Airlines
Attorney/Legal Services
Messenger Services
Personal Trainers
Physical Fitness Centers
Gas Stations
Sign Makers
Dumpsters Rental Companies
Light/Lamps Suppliers
Shipping Services
Television Suppliers
Stereo/Audio Suppliers
Storage Facilities
Parking Facilities
Location Site Rentals
Water/Coolers Suppliers
Electrical Companies
Telephone Companies
Post Office
Trash Removal Companies

SFC CLERK RECORDED <11/04/2004>