



City of Santa Fe, New Mexico

Memorandum



DATE: January 28, 2021

TO: Governing Body
Finance Committee
Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Richard Brown, Community Development Director Richard Brown

FROM: Randy Randall, Tourism Director Randy Randall

ITEM AND ISSUE:

Request for the Approval of Amendment #1 to MOA with Santa Fe County in the Total Amount of \$0 for the jointly funded SF Film Office; Santa Fe County; Randy Randall, rrandall@santafenm.gov, 955-6209

BACKGROUND AND SUMMARY:

We are requesting the approval of Amendment #1 to MOA #20-0162, which was an MOA between Santa Fe County and the City of Santa Fe that provided funding for the jointly funded Film Office in the amount of \$150,000, to be split equally between TSF and Economic Development. For the past four years, the city and county have operated a joint Santa Fe Film Office, funded equally between the two entities and is housed in the County with the County providing office space and support services to the office in addition to their monetary contribution. For the first three years the office has been funded at \$300,000 per year. The City's half of this has been funded equally between Tourism Santa Fe and Economic Development. In FY20 the office was able to be funded at \$200,000 (\$100,000 from each entity as a result of budget cuts related to COVID and staff changes). For FY21, it was determined that there are sufficient cash balances from prior funding to cover the current year, therefore, no additional funding is required for the current fiscal year. The County already has these funds and has asked for the attached MOA which provides authorization from the City to expend our half of the accumulated cash balances that the county has to complete the FY21 operations. The amount in cash balances is \$92,500 from each entity.

The Santa Fe Film Office has proven to be an extremely valuable tool in our response to proposed filming opportunities and ongoing support to all film and media productions. In calendar 2020 it also provided some relief for our diminished visitation as all film and media productions have been deemed "essential" by the Governor with world-wide industry strict Covid Safe Practice requirements in place and enforced. We feel it will help significantly as we see tourism restart in calendar 2021 and continue to be an important part of our economic growth and diversification as the film office continues to bring in various projects with a wide variety of budgets.

PROCUREMENT METHOD:

- A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through [13-1-137](#) NMSA 1978;*

CONTRACT NUMBER:

The FY20 Munis contract number is 3201703.

FUNDING SOURCE:

The funding source for FY20 is below. **Please note, we are not requesting additional funds in FY21, only requesting authorization to utilize funds in the SF County escrow account in FY21 from funds disbursed in FY20.**

The funding source is Santa Fe County Escrow Account, which was partially funded from below in FY20:

Fund Name/Number: TSF/VSF Fund 213 - \$46,250

Economic Development Fund 212 - \$46,250

Munis Org Name/Number: TSF/CVB 2130521

Economic Development Ops 2122800

Munis Object Name/Number: Other Consulting/510340

Munis Contract Number: #3201703

ACTION REQUESTED:

Tourism respectfully requests your review and approval.

Signature: *Randy Randall*
Randy Randall (Jan 29, 2021 14:41 MST)

Email: rrandall@ci.santa-fe.nm.us

Signature: *Richard Brown*

Email: rdbrown@ci.santa-fe.nm.us

City of Santa Fe, New Mexico

memo

Date: January 28, 2021

To: Fran Dunaway, Chief Procurement Officer

From: Randy Randall, TSF Director

Subject: Exemption Determination Request 13-1-98 A

Tourism Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between Santa Fe County and City of Santa Fe Tourism Department


City of Santa Fe follows the New Mexico State Procurement code.

- A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through [13-1-137](#) NMSA 1978;*

Amount: \$ 0 - Request is for approval the accumulated fund balances from prior fiscal years by SF County only, not requesting additional funding for FY21.

Term: FY21

Approved Exemption


Fran Dunaway (Feb 1, 2021 21:43 MST)

Fran Dunaway, Chief Procurement Officer



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe County

Procurement Title: MOA with Santa Fe County for Film Office

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☐

Exempt ☒ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Tourism Staff Name Randy Randall

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Randy Randall, TSF Director

Department Rep Printed Name (attesting that all information included) _____ Title _____ Date _____

Fran Dunaway
Fran Dunaway (Feb 1, 2021 21:43 MST)

Purchasing Officer (attesting that all information is reviewed) _____ Title _____ Date _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201703

Contractor: Santa Fe County

Description: This MOA is between the City of Santa Fe and Santa Fe County for the jointly funded Film Office. This is to approve the usage of FY20 escrow funds in FY21. No funds are being requested at this time.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☒

Term Start Date: 2/11/20

Term End Date: 6/30/20

☐ Approved by Council

Date: 3/11/20

Contract / Lease: MOA with SF County for the joint Santa Fe Film Office

Amendment # 1 to the Original Contract / Lease # 20-0162

Increase/(Decrease) Amount \$ 0

Extend Termination Date to: 6/30/21

☐ Approved by Council

Date: _____

Amendment is for: Allow for the use of FY20 fund balances with the County to be expended FY21

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
The jointly funded film office was established four years ago. MOA #20-0162 was done in FY20 for \$150,000 to be split equally between TSF and Economic Development. This is amendment #1 to allow for the usage for funds remaining in fund balances at SF County from FY20 to be expended in FY21. Due to Covid, the normal use of funds was decreased, and now the use of those funds is essential to assist with the film industry to help our economy begin to recover.

3. **Procurement History:** _____

Fran Duran
Fran Duran (Feb 1, 2021 11:43 MST)

Purchasing Officer Review: _____

Feb 1, 2021

Date: _____

Comment & Exceptions: 13-1-98 (A) entity to entity

4. **Funding Source:** TSF/CVB/Other Consult/ED/Other Consult Org / Object: 2130521-510340 + 2122800-510340

Alexis Lotero
Alexis Lotero (Feb 1, 2021 17:55 MST)

Budget Officer Approval: _____

Feb 1, 2021

Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: Antoinette Armijo-Rougemont Phone # x6210

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



City of Santa Fe

FY20 Fiscal Impact Analysis (Non-Personnel Expenditures)

General Information

Department Name:	TOURISM	Department Name:	
Division Name:	VSF (Visit Santa Fe)	Division Name:	

Financial Information

Amount Requested:	\$0.00	Munis Fund Number:	213
Vendor Name:	Santa Fe County for Film Office	Munis Org Number:	22108
Approved by Director?	Yes	Munis Object Code:	510340

Expenditure Information

1. Describe the purchase of goods/services. Is this one-time or recurring? Please explain why this is the lowest cost option for this expenditure.

The SF Film Office was jointly formed four years ago by the City of Santa Fe and Santa Fe County. The County provides office space and support services in addition to their monetary contribution. The office provides support to all film and media productions, which contributes to our economic growth.

2. Please describe which legally required City service does this procurement support? Does this procurement provide support for compliance with City, State and Federal requirements? If yes, please explain.

N/A

3. Can these services be performed by City employees in your department or in other departments? If the answer is no, please explain.

No. There is currently no staff available to handle this responsibility, thus our monetary contribution to provide this support on behalf of the City of Santa Fe. This is a joint venture with the city and county to support increased film production in Santa Fe.

4. Would there be any adverse health, safety or economic implications if this expenditure was not approved? What impact will there be on the department and the City operations if this expenditure is not approved.

There would be economic implications if the use of the fund balances for the remainder of FY21 is not approved. This service will be essential to the recovery of our economy.

5. If this purchase is not approved with City funds, what are alternative funding sources for the proposed expenditure? Does this duplicate efforts being provided by other governmental, for profit or non-profit entities?

MOA is authorizing the use of existing fund balances resulting from past equal contributions from the city and county.

Procurement Office Signature	Budget Office Signature	Finance Director Signature

**AMENDMENT NO. 1
TO MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE CITY OF SANTA FE
REGARDING THE OPERATION OF THE SANTA FE REGIONAL FILM OFFICE**

This Amendment is entered into on this ____ day of _____, 2021, by and between **Santa Fe County**, a political subdivision of the State of New Mexico ("County") and the **City of Santa Fe** ("City") or collectively the "Parties".

WHEREAS, the Parties entered into a Memorandum of Agreement No. 2020-0147-CMO/BT (the "MOA") on March 17, 2020, to provide for their agreement to jointly fund the ongoing operations of the Santa Fe Regional Film Office, which the parties established in 2017. The parties have been operating the Santa Fe County Regional Film Office since 2017; and

WHEREAS, Article 6 of the MOA allows the MOA to be amended by an instrument in writing and executed by the parties; and

WHEREAS, since 2017 and as of June 30, 2020, the Parties have contributed \$550,000.00 each for a total of \$1,100,000.00. Of this sum, the Santa Fe Regional Film Office has expended \$908,549.00 leaving a cash balance of \$191,451.00; and

WHEREAS, in 2020 the Parties' budgets have been negatively impacted by the COVID-19 pandemic and the state's emergency health orders. The Parties have had to cut their budgets and have agreed to reduce the budget for the operation of the Santa Fe Regional Film Office to a sum of \$200,000.00 with \$100,000.00 contributed by each Party; and

WHEREAS, the Parties' joint operation of the Santa Fe Regional Film Office since 2017 has resulted in a total of \$191,451.00 in savings which the parties now wish to set forth for expenditure in fiscal year 2021; and

WHEREAS, the Santa Fe Regional Film Office has a fiscal year 2021 budget of \$185,000.00 and the Parties agree to fund that budget with the \$191,451.00 cash balance, therefore eliminating the need for either Party to contribute additional funds for operational expenses for fiscal year 2021; and

WHEREAS, in addition to setting forth the budget for fiscal year 2021, the Parties also wish to extend the term of the MOA to June 30, 2021; and

WHEREAS, both parties wish to enter into this Amendment No. 1.

NOW, THEREFORE, THE PARTIES AGREE TO AMEND THE MOA AS FOLLOWS:

1. Article 1 (Duties of the Parties), subpart A (County's duties) is amended by deleting subpart 3 and replace it with:

3. Provide \$100,000.00 in direct funding for operational expenses of the Santa Fe Regional Film Office in fiscal year 2020.
2. Article 1 (Duties of the Parties), subpart B (City's duties) is amended by deleting subpart 3 and replace it with:
 3. Provide \$100,000.00 in direct funding for operational expenses of the Santa Fe Regional Film Office in fiscal year 2020.
3. Article 1 (Duties of the Parties), insert a subparagraph C to read:

C. By Amendment No. 1 to this MOA, the Parties agree that the \$191,451.00 in savings will be expended based on an annual operating budget of \$185,000.00. Each Party having allocated or budgeted \$92,500.00 for the operational expenses of the Santa Fe Regional Film Office in fiscal year 2021.
4. Article 3 (Term and Termination), subpart A is amended by deleting "2020" and replace it with "2021."
5. All other provisions of the MOA not specifically amended or modified by this Amendment No. 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

Date

Approved as to form:

Gregory S. Shaffer
Santa Fe County Attorney

Date

Finance Division:

Yvonne S. Herrera
Finance Director

Date

CITY OF SANTA FE:

Alan Webber, Mayor

Date

ATTEST:

Kristine Mihelcic, City Clerk

Date

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Jan 19, 2021 15:10 MST)

Jan 19, 2021

Senior Assistant City Attorney

Date

Approved for Finances:

Mary McCoy, Finance Director

Date






2021 01 19 SFFO MOA Tracked Changes by Jen)

Final Audit Report

2021-01-19

Created:	2021-01-19
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAANM8KSfdOBUaqFHzXib1ueT5anmx89-n

"2021 01 19 SFFO MOA Tracked Changes by Jen)" History

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-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-01-19 - 10:05:22 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
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-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-01-19 - 10:10:48 PM GMT - Time Source: server- IP address: 174.56.49.116
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**MEMORANDUM OF AGREEMENT
BETWEEN SANTA FE COUNTY AND
THE CITY OF SANTA FE**

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered on this the 11th day of February 2020, between **SANTA FE COUNTY** (hereinafter "County"), a political subdivision of the state of New Mexico, and the **CITY OF SANTA FE** (hereinafter "City"), collectively the "Parties".

RECITALS

WHEREAS, the film and media industries contribute millions of dollars a year annually to the local and regional economy; and

WHEREAS, local governments benefit from the film industry through job creation, direct collection of gross receipts taxes, leases, permitting and other fees, as well as through global exposure of the region for tourism, business recruitment and other activities; and

WHEREAS, the state of New Mexico and specifically the north-central region, has established itself as a premiere production location for film and television production; and

WHEREAS, resources exist in the region to significantly expand both traditional film/television production, and digital media technologies for both entertainment and non-entertainment applications, posing an attractive opportunity for business retention, recruitment and expansion; and

WHEREAS, no centralized, dedicated servicing entity currently exists at the County/ City level to handle incoming productions or business queries, resulting in confusion and the potential delivery of reduced and/or sub-par services to productions and businesses wishing to locate in the region. This represents a significant impediment to growth in these areas and also a vulnerability to the local program in an increasingly competitive global production environment; and

WHEREAS, in order to maximize revenue, job growth and other benefits to the local economy and government; develop and implement a strategic plan for growth in these and related areas; and represent the interests of the local government before state, national and international legislative bodies and professional forums, it is desirable to create a centralized film office administratively housed at the County and that will service the general Santa Fe region. This is a firmly established tenet of "best practices" in virtually every region of significant production activity throughout the county; and

WHEREAS, in fiscal year 2017, the County and the City jointly established the Santa Fe Regional Film Office.

NOW, THEREFORE, the Parties mutually agree as follows:

1. DUTIES OF THE PARTIES

A. The County shall:

1. Provide direct management and oversight of the staff of the Regional Film Office .
2. Designate a liaison to work collaboratively with City staff through the Regional Film Office.
3. Provide \$150,000.00 in direct funding for operational expenses related to the Regional Film Office in fiscal year 2020.

B. The City shall:

1. Designate a liaison to work collaboratively with the Regional Film Office and County staff.
2. Provide \$150,000.00 in direct funding for operational expenses related to the Regional Film Office in fiscal year 20.

3. TERM AND TERMINATION

- A. This MOA shall, upon due execution by all Parties, become effective as of the date first written above and shall terminate on June 30, 2020, unless earlier terminated as indicated below or extended by the mutual written agreement of both Parties.
- B. This MOA may be terminated by either Party upon delivery of a written notice delivered to the other Party at least 30 days prior to the intended date of termination. By such termination, neither Party may nullify or avoid any obligations incurred prior to termination

4. ASSIGNMENT

Neither Party shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other Party. Any attempted assignment or transfer without the other Party's advance written approval shall be null and void and without any legal effect.

5. LIABILITY

Each Party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Each Party shall be liable for its actions in accordance with this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. . The County, City and its public employees as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to law. No provision

in this MOA modifies or waives any provision of the New Mexico Tort Claims Act.

6. AMENDMENT

This MOA shall not be altered, changed or amended except by an instrument in writing executed by the Parties.

7. APPROPRIATIONS

The terms of this MOA are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and the County for the performance of this MOA. If sufficient appropriations and authorization are not made, this MOA shall terminate immediately upon written notice being given by the terminating Party to the other Party. Any Party's decision as to whether sufficient appropriations are available shall be accepted by the other Party and shall be final.

8. GOVERNING LAW

This MOA shall be governed by, and construed in accordance with, the laws of New Mexico and the applicable ordinances of the Parties.

9. ACCOUNTABILITY

During the term of this MOA and for a period of three years thereafter, each Party will maintain accurate and complete records of all disbursements made and monies received by each under this MOA and, upon receipt of reasonable written request, each shall make such records available to the other Party and to the any other parties during regular business hours of the Regional Film Office.

10. NO THIRD-PARTY BENEFICIARIES

Nothing in this MOA, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a Party to this MOA.

11. SUCCESSORS AND ASSIGNS:

This MOA will inure to the benefit of the Party's successors or assigns.

12. ENTIRE AGREEMENT

This MOA represents the entire understanding between the Parties and supersedes any prior agreements or understandings with respect to the subject of this MOA. No changes, amendments or alterations to this MOA will be effective until in writing and signed by the Parties.

13. NOTICES

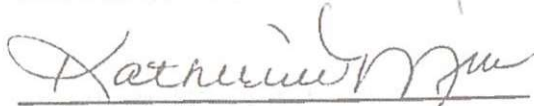
Any notice required by this MOA shall be given in writing to the Parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Katherine Miller, County Manager
Santa Fe County
P. O. Box 276
Santa Fe, New Mexico 87504-0276

CITY: Jarel Lapan Hill, City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

IN WITNESS WHEREOF the Parties have duly executed this MOA as of the date of last signature by the Parties hereto.

SANTA FE COUNTY

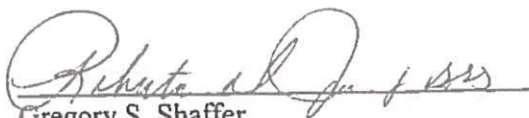


Katherine Miller
Santa Fe County Manager

1-30-2020

Date

Approved as to form:



Gregory S. Shaffer
Santa Fe County Attorney

1-30-2020

Date

Finance Division:

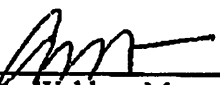


Yvonne S. Herrera
Finance Director

1/30/2020

Date

CITY OF SANTA FE:

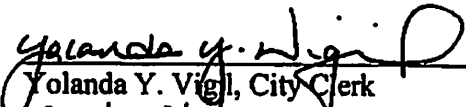


Alan Webber, Mayor

3/17/20

Date

ATTEST:




Yolanda Y. Vigil, City Clerk
ccmtg 3/11/20

3-17-20

Date

CITY ATTORNEY'S OFFICE:




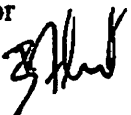
Senior Assistant City Attorney

2/12/20

Date

Finance Department:



Mary McCoy, Finance Director


3/12/20

Date









GB TOURISM MOA AMENDMENT 1 TO 20-0162 SF COUNTY-SF FILM

Final Audit Report

2021-02-02

Created:	2021-02-01
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
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"GB TOURISM MOA AMENDMENT 1 TO 20-0162 SF COUNTY-SF FILM" History

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-  Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-02-02 - 4:43:23 AM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2021-02-02 - 4:43:23 AM GMT