

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 04/09/14
ITEM FROM FINANCE COMMITTEE MEETING OF 03/31/14

ISSUE:

6. Request for Approval of Amendment No. 2 to Professional Services Agreement – Advertise and Promote City of Santa Fe Recreation Division and Genoveva Chavez Community Center; Hutton Broadcasting, LLC. (Ivie Vigil)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 2 to professional services agreement to advertise and promote City of Santa Fe Recreation Division and Genoveva Chavez Community Center with Hutton Broadcasting, LLC in the amount of \$11,035.13 and in trade value not to exceed \$5,400 for a total amount not to exceed \$60,413.26.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

3-17/14/FCMissue

**ACTION SHEET
ITEM FROM THE
PUBLIC WORKS/CIP AND LAND USE COMMITTEE MEETING
OF
MONDAY, MARCH 24, 2014**

ITEM 6

REQUEST FOR APPROVAL OF AMENDMENT NO. 2 WITH HUTTON BROADCASTING, CONTRACT #12-0840, TO EXTEND CONTRACT FOR ONE YEAR FOR FY 14/15 WITH COMPENSATION TO REMAIN THE SAME AT \$11,035.13 AND IN TRADE VALUE NOT TO EXCEED \$5,400 (IVIE VIGIL)

PUBLIC WORKS COMMITTEE ACTION: Approved on Consent

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON TRUJILLO			
COUNCILOR DIMAS	X		
COUNCILOR DOMINGUEZ	X		
COUNCILOR LINDELL	Excused		
COUNCILOR RIVERA	X		

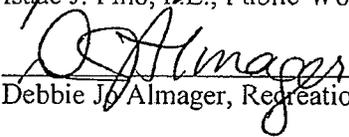
City of Santa Fe, New Mexico

memo

DATE: March 24, 2014

TO: PUBLIC WORKS COMMITTEE

VIA: 
Isaac J. Pino, P.E., Public Works Department Director


Debbie J. Almager, Recreation Division Director

FROM: IVIE VIGIL, ADMINISTRATIVE MANAGER, RECREATION DIVISION

SUBJECT: AMENDMENT #2 HUTTON BROADCASTING CONTRACT #12-0840

Item/Issue:

Amendment #2 to extend contract one year for fiscal year 2014-2015 with compensation to remain the same at eleven thousand thirty-five dollars and thirteen cents (\$11,035.13) and in trade value not to exceed five thousand four hundred (\$5,400.00). The total value of this Agreement shall not exceed sixty thousand four hundred thirteen dollars and twenty-six cents (\$60,413.26).

Background and Summary:

In order to effectively advertise and promote Recreation Division hours, programs, special events, etc. we have put together a combination earnings/trade deal with Hutton Broadcasting which includes radio advertising, web based advertising on SantaFe.com, a Recreation Division landing page on SantaFe.com and provision for content management of ChavezCenter.com

Approval of this agreement will allow us to continue to promote and advertise Recreation Division programs and services across multiple media venues.

Recommended Action:

Approval of Amendment #2 to Contract 12-0840 between the City of Santa Fe Recreation Division and Hutton Broadcasting.

**CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE SERVICES AGREEMENT, dated September 5, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Hutton Broadcasting LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide advertising, intended to promote and market the City regarding the matter of the Recreation Division, and the Genoveva Chavez Community Center via Santafe.com and six (6) Hutton radio broadcasting stations.

B. Pursuant to Article 18 of the Agreement, as amended, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation for one (1) additional year of marketing services by eleven thousand thirty-five dollars and thirteen cents (\$11,035.13) by cash or check to be paid to the Contractor plus the following items of compensation, not to exceed a value of a total of five thousand four hundred dollars (\$5,400.00):

- (i) One day and/or one month membership passes to the Contractor, and/or

- (ii) Advertising space at the Genoveva Chavez Center including an in-ice logo and/or dasher board advertisements.

The total value of this Agreement shall not exceed sixty thousand four hundred thirteen dollars and twenty-six cents (\$60,413.26) inclusive of applicable gross receipt taxes.

2. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2015, unless amended in writing to renew the Agreement for up to one (1) additional one-year terms, not to exceed four (4) years total, including all extensions and renewals, or unless terminated sooner pursuant to Article 6.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:
Hutton Broadcasting LLC

JAVIER M. GONZALES,
MAYOR

Scott Hutton, President
Title: GM/Owner

Date: _____

Date: _____

CRS # 02-460903000
City of Santa Fe Business
Registration# 14-00013525

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLY A. BRENNAN, INTERIM CITY ATTORNEY 03/7/14

APPROVED:

FINANCE DIRECTOR

52701.561850
Business Unit/Line Item



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

Section to be completed by department for each contract or contract amendment

- | | | | |
|--------------------------|-------------------------------------|-----------------------------|--------------------------|
| 1 FOR: ORIGINAL CONTRACT | <input checked="" type="checkbox"/> | CONTRACT AGREEMENT | <input type="checkbox"/> |
| MAINTENANCE AGREEMENT | <input type="checkbox"/> | LICENSE AGREEMENT | <input type="checkbox"/> |
| LEGAL SERVICES AGREEMENT | <input type="checkbox"/> | MEMORANDUM OF UNDERSTANDING | <input type="checkbox"/> |
| MEMORANDUM OF AGREEMENT | <input type="checkbox"/> | JOINT POWERS AGREEMENTS | <input type="checkbox"/> |
| GRANT AGREEMENTS | <input type="checkbox"/> | CHANGE ORDERS | <input type="checkbox"/> |

2 Name of Contractor Hutton Broadcasting LLC

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: _____

Termination Date: _____

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Advertising of Recreation Division programs, facilities, etc.

Amendment # 2 to the Original Contract# 12-0840

Increase/(Decrease) Amount \$ \$11,035.13 and \$5,400 trade

Extend Termination Date to: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: _____

4 History of Contract & Amendments: (option: attach spreadsheet if multiple amendments) Plus GRT

Inclusive of GRT

Amount \$ \$23,043.90/\$45(of original Contract# 12-0840 Termination Date: 06/30/2013

Reason: Advertising of Recreation Division programs, facilities, etc.

Amount \$ \$11,035.13/ \$5, amendment # 1 Termination Date: 06/30/2014

Reason: Advertising of Recreation Division programs, facilities, etc.

Amount \$ \$11,035.13/ \$5, amendment # 2 Termination Date: 06/30/2015

Reason: Advertising of Recreation Division programs, facilities, etc.

Amount \$ _____ amendment # _____ Termination Date: _____

Total of Original Contract plus all amendments: \$ \$34,079.03 and \$9,900 trade



**City of Santa Fe
Summary of Contracts, Agreements, & Amendments**

5 Procurement Method of Original Contract: (complete one of the lines)

RFP RFQ Sole Source Other

6 Procurement History: one year contract
example: (First year of 4 year contract)

7 Funding Source: 52701 BU/Line Item: 561850

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Ivie Vigil Phone # x 4022

Division Contract Administrator: Ivie Vigil

Division Director: Debbie Jo Almager

Department Director: Isaac Pino

10 Certificate of Insurance attached. (if original Contract)

11 Description of your efforts to reduce the cost of the contract including information on efforts to obtain other quotes for the contracted activity: N/A Sole Source

12 Prior year's contract amount?: \$23,043.90 and \$4,500 trade

13 Describe service impact from an ongoing commitment to the contractor: increase accessibility of Recreation Complex's

14 Why staff cannot perform the work?: No, staff does not have software or technical know how

15 If extending contract, why?: Year 2 of renew to the agreement for up to additional one-year terms not to exceed four (4) years total, including all extensions and renewals.

16 Was a Santa Fe company awarded contract? If not, why?: yes

17 Has the contract has been approved as to form by City Attorney's Office?: yes

18 Is this for City Manager or Council approval?: City Manager

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.



City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

City of Santa Fe, New Mexico BUSINESS LICENSE

Official Document
Please Post

Business Name: HUTTON BROADCASTING LLC

Location: 2502 CAMINO ENTRADA

Class: BUSINESS REGISTRATION - STANDARD

Comment:

Control Number: 0050991

License Number: 14-00013525

Issue Date January 31, 2014

Expiration Date December 31, 2014

HUTTON BROADCASTING LLC
2502 CAMINO ENTRADA

SANTA FE NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reynolds Insurance 400 Kiva Court Santa Fe NM 87505		CONTACT NAME: Brenda Medina PHONE (A/C, No, Ext): (505) 467-6201 FAX (A/C, No): (505) 983-9145 E-MAIL ADDRESS: bmedina@reynoldsinsurance.com	
INSURED Hutton Broadcasting LLC 221 Seabreeze Court Vero Beach FL 32963		INSURER(S) AFFORDING COVERAGE INSURER A: Vigilant Insurance Company NAIC # 20397 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL138207368 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			35963526 WCE	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe
 Recreation Division
 Attn.: Ivie Vigil
 P O Box 909
 Santa Fe, NM 87504-0909

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jake Rodar/EM

ACORD 25 (2010/05)

© 1988-2010 ACORD CORPORATION. All rights reserved.

INS025 (2010/05) 01

The ACORD name and logo are registered marks of ACORD

ITEM # 13-0422

**CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE SERVICES AGREEMENT, dated September 5, 2012 (the "Agreement"), between the City of Santa Fe (the "City") and Hutton Broadcasting LLC. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide advertising, intended to promote and market the City regarding the matter of the Recreation Division, and the Genoveva Chavez Community Center via Santafe.com and six (6) Hutton radio broadcasting stations.

B. Pursuant to Article 18 of the Agreement, as amended, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Advertise, promote and market the City of Santa Fe Recreation Division, and The Genoveva Chavez Community Center via Santafe.com, and six (6) Hutton radio broadcasting stations utilizing the following:

- (1) One Landing Page
- (2) One Featured Business Listing

- (3) One Box Ad ROS
- (4) One Skyscraper Ad ROS
- (5) One Footer Ad ROS
- (6) One Headers ROS

B. Advertise, promote and market the City of Santa Fe Recreation Division, and The Genoveva Chavez Community Center via six (6) Hutton radio broadcasting stations: KBAC-FM, KLBU-FM, KVSF-AM, KQBA-FM, KVSF-FM, and KTRC-AM utilizing the following:

- (1) 32x-30 second commercials on each of the stations per month
 - a. 16x-6am-8pm and 16x 6am- midnight, Monday –Sunday
 - b. Ads may be scheduled as needed, but must be used by end of contract term

3. COMPENSATION

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation for one (1) additional year of marketing services by eleven thousand thirty-five dollars and thirteen cents (\$11,035.13) to be paid to the Contractor plus the following items of compensation, not to exceed a value of a total of five thousand four hundred dollars (\$5,400.00):

- (i) One day and/or one month membership passes to the Contractor; and/or
- (ii) Advertising space at the Genoveva Chavez Center including an In-ice logo and/or dasher board advertisements.

The total value of this Agreement shall not exceed forty-three thousand nine hundred

seventy nine dollars and three cents (\$43,979.03), inclusive of applicable gross receipt taxes.

2. TERM AND EFFECTIVE DATE

Article 5 of the Agreement is deleted. A new article 5 of the Amendment is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

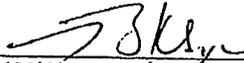
This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2014, unless amended in writing to renew the Agreement for up to two (2) additional one-year terms, not to exceed four (4) years total, including all extensions and renewals, or unless terminated sooner pursuant to Article 6.

3. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: 
CITY MANAGER - Brian K. Snyder

Date: 6-3-13

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR:
Hutton Broadcasting LLC

Scott Hutton
Scott Hutton, President

Date: 6/7/13

APPROVED AS TO FORM:

Geno Zamora for
GENO ZAMORA, CITY ATTORNEY 5/28/13

APPROVED:

Marcos A. Tapia 6/3/13
MARCOS A. TAPIA, FINANCE DIRECTOR

52701.561850
Business Unit/Line Item

ITEM # 12-0840

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Hutton Broadcasting LLC (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. Advertise, promote and market the City of Santa Fe Recreation Division, and The Genoveva Chavez Community Center via Santafe.com, and six (6) Hutton radio broadcasting stations utilizing the following:

- (1) One Landing Page
- (2) One Featured Business Listing
- (4) One Box Ad ROS
- (5) One Skyscraper Ad ROS
- (6) One Footer Ad ROS
- (7) One Header Ad ROS

B. Advertise, promote and market the City of Santa Fe Recreation Division, and the Genoveva Chavez Community Center via six (6) Hutton radio broadcasting stations: KBAC-FM, KLBU-FM, KVSF-AM, KQBA-FM, KVSF-FM, and KTRC-AM utilizing the following:

- (1) 32x-30 second commercials on each of the stations per month

- a. 16x-6am-8pm and 16x 6am- midnight, Monday –Sunday;
- and
- b. Ads may be scheduled as needed, but must be used by end of contract term.

C. Maintain Genoveva Chavez Community Center's website; chavezcenter.com, up to 40 hours per month

- (1) active upgrading of all third party CMS software
- (2) backup of entire site on a daily basis
- (3) Continual training of GCCC staff on CMS system
- (4) Development and improvement of site layout and functionality
- (5) Photography as needed

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services

rendered, a sum not to exceed twenty three thousand forty three dollars and ninety cents (\$23,043.90) to be paid to the Contractor in cash or check, and plus the following items of compensation, not to exceed a value of a total of four thousand five hundred dollars (\$4,500.00):

- (i) one day and/or one month membership passes to the Contractor; and/or
- (ii) advertising space at the Genoveva Chavez Center including an in-ice logo and/or dasher board advertisements.

The total value of this Agreement shall not exceed \$27,543.00, inclusive of applicable gross receipts taxes.

B. The Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums paid under this Agreement.

C. Payment shall be made upon receipt, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2013, unless amended in writing to renew the Agreement for up to three (3) additional one-year terms, not to exceed four (4) years total, including all extensions and renewals, or unless terminated sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 30 days written notice to the Contractor.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City original copies of all work product, research or papers prepared under this Agreement.

(2) The compensation is not based upon hourly rates for services rendered, therefore, the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

7. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. 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 City.

9. CONFLICT OF INTEREST

The Contractor warrants that it 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 Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding

between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

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

City of Santa Fe:
GCCC

PO Box 909
Santa Fe NM, 87504

Contractor:
Hutton Broadcasting, LLC, dba Santa
Fe.com
2502 C Camino Entrada
Santa Fe, NM 87507

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

Robert Romero
ROBERT ROMERO,
CITY MANAGER

DATE: 9.5.12

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL
CITY CLERK

CONTRACTOR:
Hutton Broadcasting LLC

APPROVED AS TO FORM:

Judit Zamora
GENO ZAMORA, CITY ATTORNEY
8/13/12

By: Scott Hutton
Scott Hutton, President

Title: CEO / owner

Date: 9/14/2012
CRS# 02460903000
City of Santa Fe Business
Registration # 12-00013525

APPROVED
Melville L. Morgan 9/4/12
DR. MELVILLE L. MORGAN, FINANCE DIRECTOR