

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 07/08/2015
ITEM FROM FINANCE COMMITTEE MEETING OF 06/29/2015

ISSUE:			
9. Request for Approval of Amendment No. 1 to Professional Services Agreement – Website Design and Content Management System (CSM) Services for Tourism Santa Fe; Studio X. (Randy Randall)			
FINANCE COMMITTEE ACTION: APPROVED AS DISCUSSION ITEM			
FUNDING SOURCE: 22108.510310			
SPECIAL CONDITIONS OR AMENDMENTS			
STAFF FOLLOW-UP:			
VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	Excused		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

06/29/2015

TOURISM

SANTA FE

Memo

Date: June 3, 2015

To: City Finance Committee and City Council

From: Randy Randall 

Via: Brian Snyder
Oscar Rodriguez 

Re: Approval for Amendment #1 for Studio X PSA

ITEM & ISSUE:

Request for approval of Amendment #1 with Studio X for web services for the Convention and Visitor Center. This contract was originated in FY 2014/15.

BACKGROUND & SUMMARY:

In the original contract, the compensation was stated as a not to exceed \$130,000, billed on an hourly basis plus the ability to apply up to an additional \$60,000 of required web site sales for work beyond this scope of \$130,000. In this amendment, a flat fee of \$140,000 has been negotiated for the same level of services rendered and the obligation to sell \$60,000 of web sales remains. The result will be a known savings of \$110,000 which will be available for additional web site improvements through a separate PO or other marketing services for the benefit of Tourism in Santa Fe. This calculation is based on the former base fee of \$130,000 plus the sales of \$60,000 as compared to a fixed fee for services of \$140,000 less the \$60,000 income that will be received from the web site sales.

REQUESTED ACTION: Approve Amendment #1 and authorize a PO in the amount of \$140,000 from Convention and Visitor Bureau 22108.510310.

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#14-0409

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 11, 2014 (the "Agreement"), between the City of Santa Fe (the "City") and Studio X, Inc. (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 the following services for the City:

The Contractor shall provide website design & CMS services for Tourism Santa Fe.

B. Pursuant to Article 18 of the Agreement, 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, paragraphs A, of the Agreement is amended to increase the compensation by one hundred forty thousand dollars (\$140,000), so that Article 3, paragraphs A reads as follows:

A. The City shall pay the Contractor in full payment for services rendered, a sum not to exceed two hundred seventy thousand dollars (\$270,000), inclusive of applicable gross receipts taxes. This total shall be made in equal monthly installments for all services rendered under this agreement.

2. TERM.

Article 5, of the Agreement is amended so that Article 5, paragraph A reads in its entirety as follows:

A. This Agreement shall be effective when signed by the City and terminate on June 30, 2016, unless sooner pursuant to Article 6 below. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for an additional two (2) years not to exceed four (4) years. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

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 date signed by the City set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES,
MAYOR

Date: _____

ATTEST:

YOLANDA Y. VIGIL,
CITY CLERK

CONTRACTOR:
STUDIO X, INC.

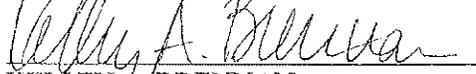
NANCY BROWN,
ACCOUNT MANAGER

Date: _____

CRS# 03-15743500-1

City of Santa Fe Business Registration
Number: 14-00042101

APPROVED AS TO FORM:



KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ,
FINANCE DIRECTOR

22108.510310

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 or CONTRACT AMENDMENT

2 Name of Contractor Studio X, Inc.

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$130,000

Termination Date: 6/30/15

Approved by Council Date: 6/25/14

or by City Manager Date: _____

Contract is for:

Amendment # 1 to the Original Contract# 14-0409

Increase/(Decrease) Amount \$ 140,000

Extend Termination Date to: 6/30/16

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 \$ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ _____



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

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

RFP# 14/21/P Date: 3/4/14
 RFQ _____ Date: _____
 Sole Source _____ Date: _____
 Other _____

6 Procurement History: 2nd year of 4 year contract
 example: (First year of 4 year contract)

7 Funding Source: CVB BU/Line Item: 22108.510310

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: Antoinette Ramirez

Phone # 46210

10 Certificate of Insurance attached. (if original Contract)

Submit to City Attorney for review/signature

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

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.

Comments:

CVB

From: "The Hartford Online Business Service Center" <businesscenter@mail.service.thehartford.com>
 Subject: Your Renewal Policy Document is Available Online
 Date: January 13, 2015 12:36:54 AM MST
 To: <domains@studiox.com>
 Reply-To: "The Hartford Service Communications" <reply-fe581172776c07747011-1930424_HTML-375068030-10361245-43076@mail.service.thehartford.com>

To ensure delivery, add businesscenter@mail.service.thehartford.com to your address book



Hello David Brownlow
 domains@studiox.com
 Policy Number: 34WECAX8414

Document Alert: Your Renewal Policy Document is Available Online

Dear David,

Your Renewal Workers' Compensation Policy document is ready to be reviewed online. For your convenience, a short policy summary is included below. To view the official document, log in to [The Hartford Online Business Service Center](#). Please note that your bill will be sent separately as per your document delivery preferences.

Your Workers' Compensation Posting Notice will be sent via U.S. Mail and will arrive in 5-10 business days.

POLICY DETAILS

Insured Name: STUDIO X, INC.
 Policy Number: 34WECAX8414
 Effective Date: 02/26/15
 Expiration Date: 02/26/16
 Policy Type: Workers' Compensation

[View Policy Online](#)

On behalf of the HUB INTERNATIONAL INS SVCS INC, thank you for being a valued customer of The Hartford. We appreciate your business!

There may be changes in the terms or conditions of your policy, certificate, or contract of insurance.

Sincerely,
 The Hartford Online Business Service Center

Policy Questions?

Login to the [Online Business Service Center](#) to view policy documents or contact your agent directly.

Need Proof of Insurance?

You can request a [Certificate of Insurance](#) or [Auto ID card](#) while on the go.

Never Miss a Payment!

Ever forget to make a payment on time? [Enroll](#) in Auto Pay online today!

City of Santa Fe, New Mexico

BUSINESS LICENSE



THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC, 1987

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

Official Document
Please Post

Business Name: **STUDIO X INC.**

Location: **1520 PASEO DE PERALTA**

Class: **BUSINESS REGISTRATION - STANDARD**

Comment:

Control Number: 0029936

License Number: 15-00056644

Issue Date January 08, 2015

Expiration Date December 31, 2015

**STUDIO X INC.
1520 PASEO DE PERALTA STE E**

SANTA FE NM 87501

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.

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 Studio X, Inc. (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

SPECIFIC FUNCTIONS AND FEATURES -- WEBSITE DESIGN & CMS

The new site at a basic level will contain all current information and features. It should be understood that all references to the Content Management System features that are described should require little or no knowledge of HTML.

A. The Contractor shall provide the following services for the City:

(1) Detailed Site Map

A detailed site map of the new site must be provided. The website agency would be required to develop a comprehensive site map for any proposal redesign including creative brief, rough layouts and prepare final estimate of time and cost necessary to complete the website and brief the City on the concept development, informational architecture, interface and informational design and obtain approval from the City prior to moving to the next phase of the website design. If redesign is not proposed an explanation of strengths and weakness of current design must be provided along with any changes or enhancements proposed.

(2) Website Elements

Following are elements required with the website development and design. The CVB should be presented with solutions for migrating existing content and listings into the new site. All data should be easily exportable from the database.

a. Calendar of Events

The site will have a calendar of events that is capable of listing reoccurring events with the option to edit events. An event submission form must be available for users to submit public events, which should populate the CMS in a pending status for CVB staff approval and/or necessary edits before publishing to the website.

b. Partner Listing Administration

The site will have administration capabilities to add all Destination events and partners. It should be integrated with the calendar of events, interactive mapping and the itinerary builder.

c. Microsite Builder

The site should be equipped to build microsites for various partners and incoming convention planners one day events or week long festivals. The microsites should be searchable, and incorporate information from all website elements including partner data, calendar of events, mapping and special offers.

d. Special Offers

The site will have a Special Offers module that will allow partners and CVB staff to quickly and easily add, update or delete special offers.

e. Trip Planner/Itinerary Builder

The new site should include a shopping-cart style custom trip planner/itinerary builder database with the ability for users to customize their travel plans and return several times to the site to modify the plans. The trip planner/itinerary builder ideally would tie into a custom map function and use an optional survey and database capture system to view the options selected.

f. Virtual Visitors Guide/ Travel Planner

Include the option for making catalog-like virtual visitors guide page views of CVB's current printed Visitors Guide with options to download.

g. Virtual Tours

Virtual tours of 360 degrees navigational views should be available for select partners

h. Maps

Interactive mapping integration with Google Maps should be tied to all partner data and events.

i. Image Gallery

The site should include a gallery of photos and videos with the option to integrate with CVB Flickr and YouTube accounts. This gallery will show CVB approved images and integrate with Social Media channels, as well as provide the opportunity for the media to request high resolution images.

3. Multiple Languages

The proposed website should be available in several languages or have a translation solution option

4. Website Link Compatibility

All current website pages must be appropriately re-directed to the new website URLs to maintain external links in place and search engine weight they carry

5. Search Functions

The site should have built-in advanced search capabilities that search through the entire database and all contents and provide anchors on the pages to target the search.

The search function should also contain a database-capture system to enable monitoring of the words and phrases users are searching to better modify the site. The system should have an option to omit pages from the search function to keep specific pages hidden as desired. The search section will ignore common words.

6. Search Engine Optimization The site should be designed and built with SEO in mind and enabled both standard and customized SEO on all pages of the site. This should include key-words, page titles URLs and meta tags.

7. Database Capture

Online forms will be powered by Simpleview CRM and all data captured from online forms must be inserted directly into the Simpleview CRM database

8. Password Protection

Password protection is needed for certain areas of the site. The new site should include a custom automated username/password generator that SFCVB manually activates. The user name and password should be linked specifically to each applicant with their email as their username and a generic generated or user-defined password. SFCVB should have the option to disable to password at any given time. The password protection capability should be available to expand to other areas of the site as needed. For example, we would like the ability to create a "Partners Only" section of the site that would only be accessible with a valid username and password. There should be one master administrator.

9. Automated Keyword Listings

The site should have a built-in function that automatically links pre-specified keywords within editorial sections to specific pages (i.e. if the editorial states: "Ballooning is a popular year-round sport." The word "Ballooning" will be automatically linked to a specific page with detailed information about ballooning.)

10. Third Party Suppliers

The website should be designed to work and adapt with third-party suppliers who mirror the site through their own hosts and provide additional functions for the website.

11. Training

Ample training will be provided by the vendor to insure appropriate SFCVB staff are skillfully adept at updating pages and functioning in theSFCMS.

12. Website Design

The website design agency must provide an analysis of the current website and how it would plan, redesign and redevelop the SFCVB's SantaFe.org website to attract visitors to Santa Fe. If no re-design is called for, explain why.

13. Responsive Site Design and Management

The website design agency must provide analysis of the current site and how it would

plan, redesign and redevelop the SFCVB's the site to attract visitors to Santa Fe utilizing responsive design.

14. SPECIFIC FUNCTIONS AND FEATURES – EMAIL MARKETING

a. Email Marketing

Firm will detail experience in providing proactive and comprehensive direct response e-mail marketing programs applying e-newsletters, special e-promotions, e-mail blasts and other direct-to-consumer marketing applications appropriate for SFCVB's online marketing strategy. Minimum services should include but are not limited to planning, design, production, implementation, reporting, and analytics of integrated programs for visitors, media, meeting planners and stakeholders. Programs must be designed to build the opt-in email database by effectively engaging those most likely to be continual sources of visitation and meeting/event bookings. Firm should provide examples of various types of e-mail campaigns conducted and related successes, and include information on SPAM filtering services and how Firm optimizes email delivery and open rates:

b. **Interactive Mapping** functionality for all partners and events with Google Maps integration

c. **Robust Calendar of Events** – must allow for featured events on home page and integrate with partner data stored in Simpleview CRM as well as Google Maps.

d. **Web analytics and SEO** – specialized with proven success in the destination marketing industry; SEO functions for optimal ROI; creation of web stats and reports on demand, includes tracking of website traffic.

e. **Extranet** – to allow partners to personalize and customize their own information as well as access partner benefits provided by the SFCVB and tracked in the Simpleview CRM; content sharing with partners; creative consistent with the main website

f. **Tablet functionality** – website must be optimized for both tablet and mobile device use

g. **Mobile functionality** – mobile site must be integrated with partner data stored in Simpleview CRM; access to mobile CMS for admin functions.

h. **Paid Media** – Has experience with proven success in the destination marketing industry; on-line ad tracking.

i. **Social media integration** – ability to push out to social media and to track and analyze results for SFCVB and SFCVB partners. Track partner mentions

across all social media.

j. CMS – for managing content and digital assets that appear on the website including photography, video, pdfs, and any other files; web-based CMS tools use familiar menus and icons, simple forms and WYSIWYG editing layouts

k. Communication tools - integrated design and mailing tool for newsletters, mass email.; must integrate with events tool to create weekly events email, include bounce management, stats and tracking

l. Web design – focused on destination assets; compelling and evocative visual design

j. Navigation Structure - restructuring of navigation to be user-friendly, appealing, and intuitive based upon industry knowledge of destination website user interaction and experience

k. Accessibility to Third Party Integrations – ability to integrate seamlessly with preferred vendors for online booking engines, user reviews

l. Partner Marketing – proven success with full service online advertising partnership providing CVB potential source of revenue

m. Consumer & Planner Tools – modules and applications to serve specific target audiences and populate Simpleview CRM database (example – consumer data, RFP data)

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the 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 one hundred and thirty thousand dollars (\$130,000.00), inclusive of applicable gross receipts taxes.

B. The contractor is responsible for selling a minimum of sixty thousand dollars (\$60,000) per fiscal year of website digital advertising. This advertising revenue will be remitted to the Convention and Visitors Bureau or will be used as a credit towards additional website services. By monthly credit statements submitted by the Contractor, the City shall track the credits. The City's determination of the accounting of credits shall be final and binding on the Contractor.

C. 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.

D. Payment shall be made upon receipt and approval 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 terminate on June 30, 2015, unless sooner pursuant to Article 6 below. There is an option for an annual renewal for an additional three (3) years. Should either party wish to exercise this renewal option, written notice shall be given to the other party ninety (90) days before

expiration of this Agreement. Negotiations shall take place and conclude before termination of this Agreement.

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 (electronic and hard copy) of all work product, research or papers prepared under this Agreement.

(2) If compensation is not based upon hourly rates for services rendered, 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 contract.

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 or other evidence of Contractor's compliance with the provisions of this section 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:

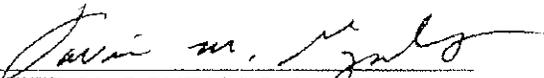
City of Santa Fe:
Convention & Visitors Bureau
ATTN: Randy Randall,
Executive Director
Santa Fe, NM 87504

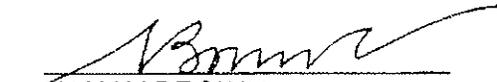
Contractor:
Studio X, Inc.
1520 Paseo de Peralta
Santa Fe, NM 87501

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

CITY OF SANTA FE:

CONTRACTOR:
Studio X, Inc.


JAVIER M. GONZALES, MAYOR

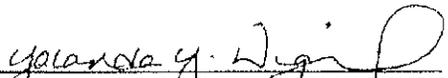

NANCY BROWN,
ACCOUNT MANAGER

DATE: 6/25/14

DATE: 6.19.2014

CRS #: 02305836006
City of Santa Fe Business
Registration #: 14-0005664F

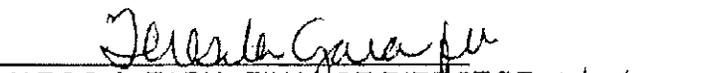
ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
Combs 6/11/14

APPROVED AS TO FORM:


KELLEY A. BRENNAN, *5/23/14*
INTERIM CITY ATTORNEY

APPROVED:


MARCO A. TAPIA, FINANCE DIRECTOR *6/19/2014*

PSA/Studio x 22108.510310 Business Unit.