

**ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/19/16
FOR CITY COUNCIL MEETING OF 01/27/16**

ISSUE:

9. Request for Approval of Professional Services Agreement – Water Resources and Conservation Public Relations and Public Outreach Program (RFP #16/13/P); PK Public Relations and Approval of Budget Increase in the Amount of \$63,358. (Rick Carpenter)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE:

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			

4-13-15

ACTION SHEET
PUBLIC UTILITES COMMITTEE MEETING OF 1/6/15

ISSUE NO. 10

Request for approval of Award of Bid to PK Relations for RFP '16/13/P for Water Resources and Conservation Public Relations and Public Outreach Professional Services for the amount of \$235,000.00 for a term of four (4) years. (Rick Carpenter)

Public Utilities Committee – 1/6/16
 Finance Committee – 1/19/16
 City Council – 1/27/16

PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 1/19/2016 Finance Committee.

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Excused		
COUNCILOR IVES	X		

City of Santa Fe, New Mexico

Memo

To: Public Utilities Committee

Via: Nick Schivo, PUD and Water Division Director

From: Rick Carpenter, Water Resources and Conservation Manager

Date: December 09, 2015

Re: Request Approval of Award of RFP16/13/P and Award of PSA with PK Public Relations in the Amount of \$75,000 Plus NMGRT (2016); and Request Approval of a Budget Increase BAR in the amount of \$63,356.36.

BACKGROUND

The Water Division has identified the critical need for specialized and professional assistance in the areas of marketing, public relations, and public outreach/education with regard to current and on-going water conservation and water resources management efforts. These efforts will become increasingly high-profile, and potentially controversial, but for which successful implementation is imperative. Examples include focused marketing/targeting of water conservation efforts to insure steady or decreasing annual gallons per capita per day (GPCD) water useage, new water meters and data gathering/billing, reclaimed wastewater potable reuse, and watershed management/forest fuel management. More specifically, the scope of work is as follows:

SCOPE OF SERVICES

The Contractor shall provide Professional Services for the City of Santa Fe

Water Conservation Section:

A. The Contractor will develop and implement a communications program that will address different audiences based on data-driven targets. The Contractor shall provide assistance through marketing, education, and outreach promoting water

conservation efficiencies and incentives to customers; and water resources and conservation activities and events.

The Contractor will be asked to perform the following items. These tasks shall include, but are not limited to the following:

1) Orientation and Briefing Regarding Implementation of Strategic Marketing Plan.

- a) Consult with City staff to receive a briefing regarding the current situation, desired outcomes, and scope of work.
- b) Review and analyze current, past, and relevant documents and data.
- c) Assess and build upon current materials to revise and update current messaging, branding, and theme; and identify gaps and make recommendations for improvements and or additions.
- d) Work with City staff to implement strategies as outlined in the 2015-2016 Water Conservation Strategic Marketing Plan.

2) Communications and Coordination.

- a) Maintain communication with City staff to ensure that relevant activities are coordinated.
- b) Make recommendations to City staff as needed.
- c) Maintain communication with working groups and stakeholders.

3) Messaging and Public Outreach.

- a) Water Conservation Messaging:
 - I. Tailor messaging to various targets based on most current data. Targets to include individuals, businesses, spa and gym facilities, and lodging establishments.
 - II. Create effective messaging for individuals and businesses needing guidance on how to implement water conservation practices and make use of tools that produce easily understood measurable results.

- III. Commercial messaging that will encourage greater participation in rebates, green lodging, and efficient outdoor facility management.
- IV. Messaging that encourages greater participation in outdoor irrigation rebates and efficiencies.
- V. Revamp messaging surrounding general awareness and event promotions.
- b) Water Resources Management Messaging
 - I. Develop general Water Resources strategic messaging.
 - II. Develop appropriate messaging and public outreach strategy surrounding the City's initiative to evaluate beneficial reuse of treated wastewater.
 - III. Work with City staff to develop messaging for education and outreach related to various Santa Fe River and Watershed activities and information including watershed tours, watershed quality, and controlled burning
- c) Develop public outreach strategies for various other projects, initiatives and events.
- d) Identify media strategies and outlets for various targeted outreach.
- e) Work with City staff to prepare relevant updates, news releases, advertisements and web content.
- f) Work with City staff on development of graphics and other media materials.

4) Advertising and Social Media.

- a) Utilize established media strategy to advise City staff on most effective advertising and social media platforms that are available and appropriate for various targets for both Water Resources Management and Water Conservation.
- b) Establish and manage Water Resources and Water Conservation social media accounts (Facebook, Twitter, Instagram, etc.)
- c) Utilize targeted and general messaging to prepare and schedule social media posts.
- d) Develop advertising and / or general awareness campaigns for both Water Resources and Water Conservation activities.
- e) Coordinate with vendors on advertisements.

5) Reporting and Documentation.

- a) Report on successes and shortcomings of public relations and marketing efforts.
- b) Prepare analysis and various other reports as needed and or requested.

FUNDING

Funding will be available upon approval of the attached BAR in the total amount of \$75,000 nmgrt. The contract will be funded out of the Water Conservation Levy Fund / Service Contracts 52343.510310 in the amount of \$37,500 +nmgrt and Water Resources & Conservation / Service Contracts 52345.51310 in the amount of \$37,500 +nmgrt for a total contract amount of \$75,000+nmgrt (2016).

RECOMMENDATION

Recommend approval of the contract and BAR as outlined above.

City of Santa Fe, New Mexico

memo

To: Finance Committee

Via: Nick Schiavo, PUD and Water Division Director

From: Rick Carpenter, Water Resources and Conservation Manager



Date: January 7, 2016

Re: Request Approval of Award of RFP16/13/P and Award of PSA with PK Public Relations in the Amount of \$75,000 Plus NMGR (2016); and Request Approval of a Budget Increase BAR in the amount of \$63,356.36.

BACKGROUND

The Water Division has identified the critical need for specialized and professional assistance in the areas of marketing, public relations, and public outreach/education with regard to current and ongoing water conservation and water resources management efforts. These efforts will become increasingly high-profile, and potentially controversial, but for which successful implementation is imperative. Examples include focused marketing/targeting of water conservation efforts to insure steady or decreasing annual gallons per capita per day (GPCD) water usage, new water meters and data gathering/billing, reclaimed wastewater potable reuse, and watershed management/forest fuel management. More specifically, the scope of work is as follows:

SCOPE OF SERVICES

The Contractor shall provide Professional Services for the City of Santa Fe Water Conservation Section

A. The Contractor will develop and implement a communications program that will address different audiences based on data-driven targets. The Contractor shall provide assistance through

marketing, education, and outreach promoting water conservation efficiencies and incentives to customers; and water resources and conservation activities and events.

The Contractor will be asked to perform the following items. These tasks shall include, but are not limited to the following:

1) Orientation and Briefing Regarding Implementation of Strategic Marketing Plan.

- a) Consult with City staff to receive a briefing regarding the current situation, desired outcomes, and scope of work.
- b) Review and analyze current, past, and relevant documents and data.
- c) Assess and build upon current materials to revise and update current messaging, branding, and them; and identify gaps and make recommendations for improvements and or additions.
- d) Work with City staff to implement strategies as outlined in the 2015-2016 Water Conservation Strategic Marketing Plan.

2) Communications and Coordination.

- a) Maintain communication with City staff to ensure that relevant activities are coordinated.
- b) Make recommendations to City staff as needed.
- c) Maintain communication with working groups and stakeholders.

3) Messaging and Public Outreach.

- a) Water Conservation Messaging:
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 - 2) Create effective messaging for individuals and businesses needing guidance on how to implement water conservation practices and make use of tools that produce easily understood measurable results.
 - 3) Commercial messaging that will encourage greater participation in rebates, green lodging, and efficient outdoor facility management.
 - 4) Messaging that encourages greater participation in outdoor irrigation rebates and efficiencies.
 - 5) Revamp messaging surrounding general awareness and event promotions.

- b) Water Resources Management Messaging
 - 1) Develop general Water Resources strategic messaging.
 - 2) Develop appropriate messaging and public outreach strategy surrounding the City's initiative to evaluate beneficial reuse of treated wastewater.
 - 3) Work with City staff to develop messaging for education and outreach related to various Santa Fe River and Watershed activities and information including watershed tours, watershed quality, and controlled burning
- c) Develop public outreach strategies for various other projects, initiatives and events.
- d) Identify media strategies and outlets for various targeted outreach.
- e) Work with City staff to prepare relevant updates, news releases, advertisements and web content.
- f) Work with City staff on development of graphics and other media materials.

4) Advertising and Social Media.

a) Utilize established media strategy to advise City staff on most effective advertising and social media platforms that are available and appropriate for various targets for both Water Resources Management and Water Conservation.

b) Establish and manage Water Resources and Water Conservation social media accounts (Facebook, Twitter, Instagram, etc.)

c) Utilize targeted and general messaging to prepare and schedule social media posts.

d) Develop advertising and / or general awareness campaigns for both Water Resources and Water Conservation activities.

e) Coordinate with vendors on advertisements.

5) Reporting and Documentation.

a) Report on successes and shortcomings of public relations and marketing efforts.

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Contracts 52343.510310 in the amount of \$37,500 +nmgrt and Water Resources & Conservation / Service Contracts 52345.51310 in the amount of \$37,500 +nmgrt for a total contract amount of \$75,000 +nmgrt (2016).

RECOMMENDATION

Recommend approval of the contract and BAR as outlined above.

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: P.K. Public Relations

Procurement Title: Water Resources and Conservation Public Relations And Public Outreach Professional Services

Solicitation RFP#: '16/13/P

Department Requesting/Staff Member Public Utilities/ Rick Carpenter

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"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tabulation Evaluation score sheet
<input checked="" type="checkbox"/>	<input type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment (shell)
<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Marquita Ortiz, Water Resources Analyst

Department Rep Printed Name and Title

Mc [Signature]

Department Rep Signature attesting that all information included

Shirley Rodriguez

Purchasing Officer attesting that all information is reviewed 01/07/16

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Final RFP Document
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copy of legal solicitation published in the newspaper, website, etc.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All addendums
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plan holders list
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Copies of all RFP submittals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Complete evaluation score sheets
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Oral presentations (sign-in sheets, presentation materials, etc.)

*

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Reference Reviews/Reference Check Questionnaires |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Pricing evaluation |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Final overall evaluation matrix or summary of evaluator scores |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

AWARD*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fully executed Memo to Committees from the Department with recommendation of award |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Winning proposal (this is a copy that has all confidential/proprietary information excluded) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract Award Notice |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Email or notification sent to all Proponent(s)/Offerors that award was made |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Waiver or "No Action Taken" from Procurement Office |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | If IFB and not awarded to lowest responsive, responsible bidder; written explanation |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

DISCLOSURES*

YES N/A

- | | | |
|---|-------------------------------------|--|
| Contractor Disclosures & Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s)) |
| Contractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Office Letter or e-mail to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest Form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Procurement Office regarding the potential conflict |
| Subcontractor Disclosures | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Disclosures & Conflicts of Interest form of Subcontractor(s) |
| Subcontractor –Conflicts of Interest | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Purchasing Officer Letter or email to designated individual regarding potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Conflict of Interest form signed by all parties |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Letter from Legal Office regarding the potential conflict |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

CONTRACT*

YES N/A

- | | | |
|-------------------------------------|--------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of Executed Contract |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Copy of all documentation presented to the Committees |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Finalized Council Committee Minutes |
| <input type="checkbox"/> | <input type="checkbox"/> | Other: _____ |

MISCELLANEOUS FILE*

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Local Preference Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | New Mexico Residence Form |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Veterans Exemption |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other: _____ |

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

*

PROTEST (If applicable)*

YES N/A

Documentation from protester filed with the Purchasing Office
Letter from Department to Purchasing Office Providing response to protest
Letter from Purchasing Officer to protester and Department on final outcome
Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES N/A

Original proposal (s) with no redactions

Marquita Ortiz, Water Resources Analyst

Department Rep Printed Name and Title



Department Rep Signature attesting that all information included

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 PK Public Relations (the "Contractor"). The date of this Agreement shall be the date when it is executed by the Contractor and the City, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide Professional Services for the City of Santa Fe Water Conservation Section:

A. The Contractor shall develop and implement a communications program that will address different audiences based on data-driven targets. The Contractor shall provide assistance through marketing, education, and outreach promoting water conservation efficiencies and incentives to customers; and water resources and conservation activities and events.

The Contractor shall be asked to perform the following items. These tasks shall include, but are not limited to the following:

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- e) Coordinate with vendors on advertisements.

5) Reporting and Documentation.

- a) Report on successes and shortcomings of public relations and marketing efforts.
- b) Prepare analysis and various other reports as needed and or requested.

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 for services rendered, a sum not to

exceed two hundred thirty-five thousand dollars (\$235,000), plus applicable gross receipts taxes for the term of the Agreement and in accordance with the rates listed in Exhibit "A" attached hereto and the sum listed below for each fiscal year:

Fiscal Year 2015 – 2016, seventy five thousand dollars (\$75,000) plus applicable gross receipts taxes.

Fiscal Year 2016 – 2017, sixty thousand (\$60,000) plus applicable gross receipts taxes.

Fiscal Year 2017 – 2018, fifty thousand dollars (\$50,000) plus applicable gross receipts taxes.

Fiscal Year 2018 – 2019 seventy five thousand dollars (\$75,000) plus 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 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 the Contractor, whichever occurs last, and shall terminate on December 31, 2019 unless sooner pursuant to Article 6 below.

6. TERMINATION

A. This Agreement may be terminated by the City upon 10 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) 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.

(3) If compensation is based upon hourly rates and expenses, then Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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:
Water Conservation Office
801 W. San Mateo
Santa Fe, NM 87504

Contractor:
PK Public Relations
Attn: Lynn Komer
112 Sol y Lomas
Santa Fe, NM 87505

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

CITY OF SANTA FE:

CONTRACTOR:
PK Public Relations

JAVIER M. GONZALES, MAYOR

By: _____
(Name & Title)

DATE: _____

Date: _____

ATTEST:

CRS #02374602005
City of Santa Fe Business
Registration # 1500100973

YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:

 12/10/15

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52343.510310 & 52345.510310
Business Unit Line Item

Cost Proposal

7.0 Pricing Commitment

Cost-effectiveness is critical. We will seek to stretch available dollars as far as they will go while still ensuring quality outreach, marketing and education. Media placement and advertisements will be strategically purchased and placed to garner bonus and discount buys and interview and articles opportunities. Complementary cross-marketing will be maximized across the board. PKPR will aggressively seek low-cost, no-cost outreach opportunities.

One of the most important client commitments is a "no-surprises" approach to pricing and invoicing. Hourly fees are not subject to mark-up.

The PKPR hourly fees, which represent a discounted government rate, are outlined as follows:

POSITION	STANDARD RATE	DISCOUNTED RATE
PKPR Project Manager	\$145	\$120
Media Coordinator	\$120	\$100
Water Expert Coordinator	\$100	\$85
(Temporary until new Manager hired)		
Graphic Design	\$150	\$75
Advertisement	\$145	\$125
Social Media Coordinator	\$150	\$75

TOTAL:

ACTIVITY	BUDGET	Estimated Monthly Hours
PKPR Project Management	\$35,000	48 hours per month x 6 mo
Graphic/Web	\$15,000	32 hours per month x 6 mo
Advertisement Creative*	\$20,000	26 hours per month x 6 mo
TOTAL	\$70,000 (FY16)**	
	\$60,000 (FY17-18)	50 hours per month x 12 mo
	\$50,000 (FY18-19)	45 hours per month x 12 mo

* The advertisement purchase budget is a separate budget line item and not included in this proposal.

** The development and implementation of the integrated behavioral action plan is necessarily front-end loaded during the initial six months. The proposed budget is reduced by half for the twelve month FY17-18 (twelve months as opposed to six months) and FY18-19, with another substantial reduction for the final year.

One of the most important client commitments is a "no-surprises" approach to pricing and invoicing.



**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 PK Public Relations

3 Complete information requested Plus GRT

Inclusive of GRT

Original Contract Amount: \$75,000.00

Termination Date: December 31, 2019

Approved by Council Date: Pending

or by City Manager Date: _____

Contract is for: Water Conservation & Water Resources Public Relations

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

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: _____

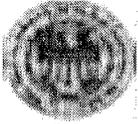
Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amend \$ 235,000



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

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

RFP# 16/P Date: November 18, 2015

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

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

7 Funding Source: _____ **BU/Line Item:** 52343.510310 52345.510310

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: _____
Phone # _____

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:

