



**ACTION SHEET  
CITY COUNCIL COMMITTEE MEETING OF 06/24/2015  
ITEM FROM FINANCE COMMITTEE MEETING OF 06/15/2015**

**ISSUE:**

15. Request for Approval of Amendment No. 1 to Professional Services Agreement – Public Relations Services for Tourism Santa Fe; Lou Hammond and Associates. (Randy Randall)

**FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM**

**FUNDING SOURCE: 22108.510300**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

06/15/2015

# TOURISM

SANTA FE

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## Memo

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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 Lou Hammond and Assoc PSA

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### ITEM & ISSUE:

Request for approval of Amendment #1 for Lou Hammond and Associates for public relations services for Tourism Santa Fe.

### BACKGROUND & SUMMARY:

This provides the first amendment for public relations services directly with Lou Hammond and Associates. The production during the first year has been in excess of \$10,000,000 representing 30% improvement in paid media value from the prior year.

### REQUESTED ACTION:

Approval of Amendment #1 and authorization for a PO in the amount of \$116,000 charged to the Convention and Visitor Bureau 22108.510300.

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
ITEM#14-0852**

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 27, 2014 (the "Agreement"), between the City of Santa Fe (the "City") and Lou Hammond & Associates (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 public Relations 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, paragraph A of the Agreement is amended to increase the compensation by one hundred sixteen thousand dollars (\$116,000), so that Article 3, paragraph A reads as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed two hundred and thirty two thousand dollars (\$232,000), inclusive of applicable gross receipts taxes. Payment shall be rendered as follows:

- (1) This amount is payable monthly at \$9,000;

(2) Plus out of pocket budget of up to \$8,000 for media events and travel.

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:

\_\_\_\_\_  
LOU HAMMOND,  
CHAIRMAN/FOUNDER

Date: \_\_\_\_\_

CRS# 03-294385-00-7  
City of Santa Fe Business Registration  
Number: 14-00126219

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN,  
CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR S. RODRIGUEZ,  
FINANCE DIRECTOR

22108.510300  
\_\_\_\_\_  
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 Lou Hammond & Assoc.

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$116,000

Termination Date: 6/30/15

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

Contract is for: \_\_\_\_\_

Amendment # 1 to the Original Contract# 14-0852

Increase/(Decrease) Amount \$ \$116,000

Extend Termination Date to: 6/30/16

Approved by Council Date: 9/15/14

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# 14/47/P Date: 10/19/14

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

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

7 Funding Source: CVB Prof Contracts BU/Line Item: 22108.510300

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 Arriaga  
Phone # X16210

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:



# CERTIFICATE OF LIABILITY INSURANCE

CVB

DATE (MM/DD/YYYY)  
7/31/2014

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).

<b>PRODUCER</b> C. T. Lowndes - Mt. Pleasant Office 966 McCants Dr.  Mt. Pleasant SC 29464		<b>CONTACT NAME:</b> Jens Zander, CPCU, CIC <b>PHONE (A/C, No, Ext):</b> (843) 884-3159 <b>FAX (A/C, No):</b> (843) 881-8891 <b>E-MAIL ADDRESS:</b> jzander@ctlowndes.com	
<b>INSURED</b> Lou Hammond & Associates Inc 145 King St Suite 411 Charleston SC 29401		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ohio Security - Montgomery NAIC # 24082 <b>INSURER B:</b> Ohio Casualty 24074 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1415 ALL                      **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	ADDL INSR	SUBR 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  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			BZS55609265	7/12/2014	7/12/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAS55696220	7/12/2014	7/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO55609265	7/12/2014	7/12/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	KWS55609265	7/12/2014	7/12/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Those usual to the insureds operation.

Lou Hammond & Stephen Hammond are excluded from coverage under the workers' compensation policy.

<b>CERTIFICATE HOLDER</b>  amarmi jo@santaferm.gov  City of Santa Fe Conventions & Visitors Bureau 201 West Marcy St Santa Fe, NM 87501	<b>CANCELLATION</b>  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  Bill Silcox/JAZ <i>Willard A. Silcox III</i>
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# 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: LOU HAMMOND & ASSOCIATES

Location: SF COUNTY

Class: BUSINESS LOCATED OUT OF CITY LIMITS

Comment:

Control Number: 0064886

License Number: 15-00126219

Issue Date December 17, 2014

Expiration Date December 31, 2015

LOU HAMMOND & ASSOCIATES  
900 THIRD AVE

NEW YORK NY 10022

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 Lou Hammond & Associates (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

A. The Contractor shall provide the following services for the City of Santa Fe, TOURISM Santa Fe (TSF)

1. Tourism Santa Fe News Bureau

The Contractor will staff and be equipped to respond 24-hours-a-day to media inquiries, refer coverage opportunities to the appropriate parties, give advice on trends and developments and provide current information. Contractor will liaise with Tourism Santa Fe to maximize resources.

The bureau also includes pro-active, segmented story pitching on both a national and regional level, inclusive of Canada, with a focus on, but not limited to, the following demographic audiences: Culture/History, Culinary, Outdoor Recreation, Spa, Destination Weddings & Honeymoons, Escapers, LGBT, Family, Group, Meetings & Incentives. They will also promote Santa Fe's offerings related to the latest industry trends.

2. Press Kit Review/Development

The Contractor will update the Santa Fe press kit on an ongoing basis, make suggestions for revisions based on branding strategy.

3. Supplementary Press Releases

On an ongoing basis, the contractor will research, write and issue releases focusing on news and special interests that enhance and promote the Santa Fe branding message. As part of the program, the

contractor will draft a minimum of 24 press releases and as needed. Press releases will be approved by the TSF prior to distribution.

#### **4. Press Events**

The Contractor will organize a media luncheons/events per year in markets as approved by the TSF. Special event planning will include: selecting a newsworthy and engaging event theme; supervising selection of location and menu; handling decor and arrangements; compiling targeted invitation list of top editorial contacts; creating and distributing cost-effective, high-impact invitations; handling RSVPs; one-on-one personal follow-up to ensure maximum attendance; preparing press materials; acting as liaison on program agenda; attending and overseeing all event details; conducting post-event follow-up with press. Contractor can also assist with outreach to local partners, purveyors, or others who can contribute to the event.

#### **5. Media Interviews and Desk-side Meetings**

Contractor will continue its highly effective campaign of organizing media interviews and desk-side meetings as Santa Fe tourism executives travel to key markets and as schedules permit. Contractor will research media interest, schedule interview, brief interviewee on interviewer's interests and follow up to ensure publication or airing.

#### **6. Group Press Trips**

Contractor will:

- Suggest and develop general and special-interest visits
- Issue invitations
- Coordinate itineraries
- Recruit and screen participants
- Work with Tourism Santa Fe to obtain co-sponsors (such as airlines, hotels) and cooperators
- Escort trip as needed and follow up to ensure positive results

Upon return, all media (group and individual) will be sent a questionnaire requesting input from their experience. These evaluations will be shared with Tourism Santa Fe to better serve future visiting media guests. Program calls for planning and executing a minimum of two group press trips annually.

#### **7. Individual Press Trips**

Ongoing, the contractor will handle the following activities related to visiting journalists:

- Aggressively encourage the right journalists to experience Santa Fe
- Review requirements/requests and anticipated results with the client for trip approvals
- Forward press materials
- Work with Tourism Santa Fe on itinerary arrangements
- Monitor and report results

#### **8. Broadcast Media Exposure**

Contractor will focus efforts on national network morning shows and cable networks. As the network morning shows continue to utilize representatives from top travel media outlets such as *Condé Nast Traveler*, *Sherman's Travel* and *Travel + Leisure* as experts for in-studio trend interviews, Contractor will work closely with the outlets' publicists and editors to provide regular, up-to-the-minute information.

#### **9. B-Roll**

Contractor will work with the Santa Fe CVB to cost-effectively develop a library of b-roll video which is important for effective TV outreach.

#### **10. Travel Guidebooks**

The contractor will:

- Maintain listing of key guidebooks for Santa Fe, including editorial deadlines and names of writers
- Contact appropriate journalists updating them about Santa Fe and offering to assist with any visits
- Follow up to ensure positive and accurate coverage

#### **11. Media Mailing and Contact Lists**

Santa Fe will have the advantage of the contractor's extensive computerized database of 40,000+ contacts in dozens of categories. Additional categories can be developed after consultation with client. Contractor media lists are supplemented and enhanced by Contractor's agreement with Cision Integrated Database Management.

#### **12. Computerized Editorial Calendar**

Each month the contractor will review the list of upcoming placement opportunities to ensure that Santa Fe materials are forwarded to meet story deadlines.

### 13. Promotional Opportunities

Contractor will:

- Present opportunities for promotional tie-ins
- Liaise with appropriate constituencies
- Negotiate terms and advantages including advertising recognition and follow up

### 15. Trade Show Support

Contractor will support Tourism Santa Fe in liaising with conference media by:

- Seeking meetings with the trade press media
- Distributing press kits to individual journalists and the conference press room
- Conducting seminars, press conferences/events as appropriate

### 16. Crisis Management

Contractor is available 24 hours a day, seven days a week via the contractor's **duty officer program** to ensure prompt handling of unforeseen contingencies, providing all the staff with expertise needed to manage the media when a crisis strikes.

The Contractor will provide a basic crisis management plan for use by Tourism Santa Fe and its partners. The plan will be sufficiently detailed to meet the needs of the destination's tourism, yet broad-based enough to allow industry members to use it as a guide to develop their own individual plans for dealing with emergencies.

### 17. Social Media

As part of your contract, Contractor will support your social media through the contractor's platforms as follows:

#### **Twitter:**

- Create themed Twitter chats utilizing guest hosts such as travel bloggers
- Tweet client press releases and respond to any inquiries that are received in response
- Tweet offerings from Contractor's Value Blast e-newsletter

- Retweet your tweets as much as possible to expose your Twitter page to the contractor's followers, mainly consisting of media and influencers
- Monitor tweets from journalists and media outlets daily to stay abreast of trending topics and story leads they are covering
- Converse with media outlets if they post general questions or applicable comments

***Facebook:***

- Ongoing post to Contractor's fans. These posts consist of destination photos, shares from your Facebook page and media coverage
- Review journalists' posts to stay current on their interests and need for story information
- Monitor media publications' Facebook pages, staying current on what they are posting and what's trending

***Pinterest:***

- Upload pins (photos) on the Contractor Pinterest page to display photography of your product
- Research pinners who have already pinned photos, then "like" the pins to introduce that pinner to the contractor and, in turn, you
- Follow publications and media outlets to monitor items they are pinning and seek opportunities to pin your photos to their boards

***Video Sharing:***

- Share your videos (on YouTube, Vimeo, etc.) by linking to Contractor's Facebook and Twitter pages

***Instagram***

- Upload mobile images to the Contractor Instagram account
- Comment on and "like" your Instagram images to introduce our followers to your profile
- Follow media publications' Instagram accounts and trending hashtags for improved engagement

***Bloggers:***

- Dedicated Contractor blogger team develops and continually maintains lists of top-tier, relevant bloggers, segmenting by categories, ensuring lists are reflective of the ever-changing blogger landscape
- Engage bloggers with content, statistics and trends
- Monitor their coverage and events
- Respond to noteworthy blog posts to manage perceptions within the online community

***Press Release Optimization:***

- Emphasize keyword phrases/search terms
- Provide link to the appropriate website(s); hyperlink anchor text/images

***Hammond Digital + Social Snapshot:***

- Weekly e-newsletter rounding up some of the most newsworthy articles on strategies, trends and news from the social sphere. (New Initiative)

**18. Partner Outreach**

Experienced in partner outreach, following are services that encourage buy-in from stakeholders:

- **PR University: Hot Techniques**  
Contractor will provide quarterly “Hot Techniques” documents that Tourism Santa Fe can share with its constituents. These documents will provide important information on the most effective public relations tools and methods available today. Past topics include blogs, press release optimization, green travel, Facebook fans and social media crisis management.
- **Hot Tips – Media Leads**  
The contractor provides a valuable service for Tourism Santa Fe’s partners by providing ongoing “Hot Tip” media leads for placement opportunities.
- **Value Blast**  
Tourism Santa Fe’s constituents will continue to be included in this weekly communiqué that has received media acclaim for its timeliness and content.
- **PR Seminars**  
At the direction of Tourism Santa Fe, Contractor is available to conduct an annual PR seminar for constituents on a variety of subjects – from PR 101 to crisis management, social media and more. These seminars can also be conducted as webinars.
- **New York City Consultations**  
As appropriate and as Santa Fe business partners visit New York, the contractor will meet and support these tourism partners in their offices for personal consultations in our offices as requested by TSF.
- **Media Assist – Visiting Santa Fe Travel Executives and Representatives**

Working at the direction of Tourism Santa Fe, contractor will assist in coordinating programs for visiting representatives. This will include desk side media meetings, visits with appropriate elected officials, and industry introductions. Contractor has extensive public affairs experience and political contacts to maximize these visits.

- **Resource Guides for Tourism Partners**

The contractor will distribute the following resource guides to the Tourism Santa Fe team on an annual basis:

- **Travel Industry Meetings, Conferences & Happenings**  
This book will contain a listing of some 128 important worldwide travel industry meetings with dates, locations, topics and contact source information. It also includes 152 annual "Happenings" denoting causes/issues with their nationally designated months.
- **Calendar of Holidays**
- This year-long calendar outlines major North American holidays with corresponding deadlines for editorial coverage of related news.
- **Hotel/Tourism Award and Survey Information**
- This book is a compilation of 72 significant opportunities for hotel/tourism awards and 19 surveys; information provided includes criteria, deadlines and contact names for entries.

## **19. Reporting**

The contractor will provide activity reports as agreed upon between TSF and contractor.

## **20. Account Management**

The contractor will conduct bi-weekly status calls with the client, which will include a written agenda provided in advance, as well as a summary report provided afterwards.

Contractor, at the direction of Tourism Santa Fe, will also ensure an account rep is in the destination on a quarterly (4) basis for destination familiarization, client meetings or hosting media. Contractor will cover the costs for the account representative's air transportation and hotel.

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 sixteen thousand dollars (\$116,000), inclusive of applicable gross receipts taxes. Payment shall be rendered as follows:

(1) Nine thousand dollars (\$9,000.00) a month;

(2) Eight thousand dollars (\$8,000) out of pocket budget for media events and travel.

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 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.

(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 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

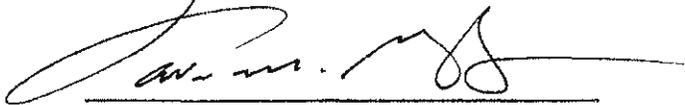
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

Contractor:  
Lou Hammond & Associates  
145 King Street, Suite 411  
Charleston, SC 29401

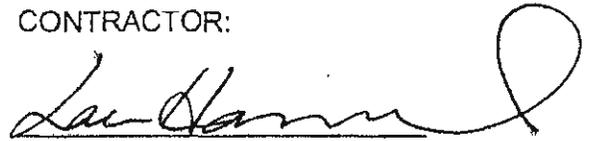
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

  
\_\_\_\_\_

JAVIER M. GONZALES, MAYOR

CONTRACTOR:

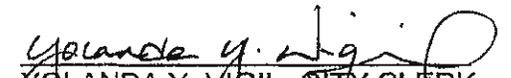
  
\_\_\_\_\_

LOU HAMMOND,  
CHAIRMAN/FOUNDER

DATE: 9-15-14

DATE: 9-12-14

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
*cc mtg 8/27/14 cas*

CRS #: 03-294385-00-7  
City of Santa Fe Business  
Registration #: 14-00126219

APPROVED AS TO FORM:

NDM 8/5/14  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

for 53/14 09/09/2014  
TERESITA GARCIA, ASSISTANT FINANCE DIRECTOR

PSA/Lou Hammond & Associates  
22108.510300



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/31/2014

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 C. T. Lowndes - Mt. Pleasant Office 966 McCants Dr.  Mt. Pleasant SC 29464	CONTACT NAME: Jens Zander, CPCU, CTC
	PHONE (A/C, Ho, Ext): (843) 884-3159 FAX (A/C, No): (843) 881-8891 E-MAIL ADDRESS: jzander@ctlowndes.com
INSURED Lou Hammond & Associates Inc 145 King St Suite 411 Charleston SC 29401	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Ohio Security - Montgomery 24082
	INSURER B: Ohio Casualty 24074
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

**COVERAGES CERTIFICATE NUMBER: 1415 ALL 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	ADDL 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		BZS55609265	7/12/2014	7/12/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAS55696220	7/12/2014	7/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
	EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A XWS55609265	7/12/2014	7/12/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Those usual to the insureds operation.  
Lou Hammond & Stephen Hammond are excluded from coverage under the workers' compensation policy.

<b>CERTIFICATE HOLDER</b>  amarmijo@santafenm.gov  City of Santa Fe Conventions & Visitors Bureau 201 West Marcy St Santa Fe, NM 87501	<b>CANCELLATION</b>  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  Bill Silcox/JAZ <i>Willard A. Silcox III</i>
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