

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/30/15
FOR CITY COUNCIL MEETING OF 12/09/15

ISSUE:

21. Request for Approval of Amendment No. 1 to Professional Services Agreement – Advertising Services for Tourism Santa Fe (RFP #15/17P); Fuseideas, LLC. (Randy Randall)

FINANCE COMMITTEE ACTION:

Approved as Discussion item.

FUNDING SOURCE: 22108.561850

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

TOURISM SANTA FE

Memo

Date: November 10, 2015

To: Finance Committee/City Council

From: Randy Randall, Tourism Santa Fe Director 

Re: Professional Services Agreement with Fuseideas- *Amendment #1*

ITEM & ISSUE:

Request for approval of Amendment #1 to the Professional Services Agreement with Fuseideas Advertising. This will be for advertising the City of Santa Fe.

BACKGROUND AND SUMMARY:

Tourism Santa Fe went out to RFP, #15/17/P, for a new Advertising Agency. The RFP committee unanimously recommended Fuseideas as the new vendor. The original contract began on March 1, 2015, and will terminate on February 29, 2016. This is a multi-year contract with the option to renew for three additional years. The original contract amount was for \$900,000, which included \$213,844 from FY 2015. Amendment #1 will be for the remaining balance of the current fiscal year advertising budget, which is \$540,000, and the term will be March 1, 2016 thru June 30, 2016, so that we can get it on the fiscal year cycle.

REQUESTED ACTION:

Approval of Amendment #1 to the Professional Services Agreement with Fuseideas Advertising. Funds will be taken from 22108.561850.

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Fuseidea Advertising
 Procurement Title: Advertising PSA
 Solicitation RFP#: # 16/17/P
 Department Requesting/Staff Member: Randy Randall

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing <i>awaiting approval</i>)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tabulation Evaluation score sheet
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<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 checked="" type="checkbox"/>	<input type="checkbox"/>	Other: <u>none, original contract, Council approval</u>

Antonette Armijo, Financial Analyst
 Department Rep Printed Name and Title

Michelle Ormoye
 Department Rep Signature attesting that all information included

Triley Rodriguez
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

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

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

AWARD*

YES N/A

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

DISCLOSURES*

YES N/A

- Contractor Disclosures & Conflicts of Interest**
- Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
- Contractor - Conflicts of Interest**
- Purchasing Office Letter or e-mail to designated individual regarding potential conflict
- Conflict of Interest Form signed by all parties
- Letter from Procurement Office regarding the potential conflict
- Subcontractor Disclosures**
- Disclosures & Conflicts of Interest form of Subcontractor(s)
- Subcontractor - Conflicts of Interest**
- Purchasing Officer Letter or email to designated individual regarding potential conflict
- Conflict of Interest form signed by all parties
- Letter from Legal Office regarding the potential conflict
- Other: _____

CONTRACT*

YES N/A

- Copy of Executed Contract
- Copy of all documentation presented to the Committees
- Finalized Council Committee Minutes
- Other: Agenda

MISCELLANEOUS FILE*

YES N/A

- Local Preference Form
- New Mexico Residence Form
- Veterans Exemption
- 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
<input type="checkbox"/>	<input type="checkbox"/>

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
<input type="checkbox"/>	<input type="checkbox"/>

Original proposal (s) with no redactions

RANDY RANDALL

Department Rep Printed Name and Title

[Signature]

Department Rep Signature attesting that all information included

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

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated February 25, 2015 (the "Agreement"), between the City of Santa Fe (the "City") and Fuseideas, LLC (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide the following services for the City:

The Contractor shall provide Advertising Services for Tourism Santa Fe.

B. Pursuant to Article 3 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 a total of five hundred and forty thousand dollars (\$540,000.00) inclusive of applicable gross receipts taxes so that Article 3, paragraph A. reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed one million four hundred forty thousand dollars (\$1,440,000.00), inclusive of applicable gross receipts taxes

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 on March 1, 2016 and terminate on June 30, 2016, unless sooner pursuant to Article 6 below. There is an option for annual renewals not to exceed four (4) years from the date of the original contract, which will go through February 2019. 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.

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:

CONTRACTOR:
FUSEIDEAS, LLC.

JAVIER M. GONZALES,
MAYOR

DENNIS FRAN CZAK, CEO

Date: _____

Date: _____

ATTEST:

CRS#031-2797002
CITY OF SANTA FE BUSINESS
REGISTRATION #15-129779

YOLANDA Y. VIGIL,
CITY CLERK

APPROVED AS TO FORM:

MDM 10/28/15
KELLEY A. BRENNAN,
CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ,
FINANCE DIRECTOR

22108.561850
BUSINESS UNIT/LINE ITEM



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

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

1 FOR: ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor Fuseideas

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: \$900,000

Termination Date: 2/29/16

Approved by Council Date: 2/25/15

or by City Manager Date: _____

Contract is for: Advertising Santa Fe

Amendment # 1 to the Original Contract# 15-0127

Increase/(Decrease) Amount \$ 540,000

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# 15/17/P Date: 11/24/14 (due date)
 RFQ _____ Date: _____
 Sole Source _____ Date: _____
 Other _____

6 Procurement History: 2nd year of 2 year Contract (only 1st 21 months of 2nd year)
 example: (First year of 4 year contract)

7 Funding Source: CVB Advertising BU/Line Item: 22108.561 850

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 Armijo
 Phone # x10210

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:

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

1. SCOPE OF SERVICES

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

(1) Promote the City of Santa Fe as a leisure and convention and meeting travel destination to qualified markets via all appropriate media channels including social media, industry shows and grass roots events, as requested by the city and consistent with TOURISM Santa Fe Marketing and Executive Directors (TSF).

(2) Develop advertising campaigns, themes, slogans, collateral and recommended advertising media tactics, market strategies and evaluation for media advertising as requested by the TSF.

(3) Working in conjunction with the TSF and submit a yearly advertising plan that will be a strategic component of the TSF Marketing Plan that designates target markets, and is supported by statistics and research required to achieve goals. In addition, on a yearly basis perform market research to inform and guide the advertising efforts.

(4) Recommend media, both trade and consumer, to be used in the marketing campaign and submit a detailed media plan and budget for the current fiscal year and any fiscal year after that. The media plan should be flexible and allow for adjustment based on unforeseen challenges and opportunities. Contractor must be able to negotiate on behalf of the City of Santa Fe for value added or a reduced rate for all media buys leveraging the agencies buying ability.

(5) Recommended media must be substantiated with a complete profile of each media partner. (These items can include but are not limited to: Circulation, average medium income, age of readership, BPI Statements, etc....).

- (6) Prepare necessary copy, layouts, designs and artwork for advertising as requested by the TSF in a timely manner so that a comprehensive approval process (5 days) can occur.
- (7) Meet with media representatives on behalf of the City of Santa Fe CV. Place order(s) and purchase time or space in advertising media using insertion orders as requested by the City.
- (8) Provide other advertising services as may be deemed necessary by the City and mutually agreed upon by both parties, including attendance at special events and coordination, travel and attendance at industry events.
- (9) Meet with designated TSF staff in scheduled meetings, retreats and strategy sessions.
- (10) Contractor shall be available to plan and review work in progress pertaining to the items listed above and fully coordinates all activities with the TSF at reasonable times and intervals.
- (11) The activities of the Contractor in placing media advertising and providing special services shall be fully coordinated with the City. Contractor shall obtain approval from the City before placing any advertising.
- (12) Submit a report on the effectiveness of the campaign to the TSF Marketing Director on a quarterly basis. The report shall include cost per inquiry, return on the advertising dollar investment, competition and any/all tracking mechanisms deemed appropriate by the agency and TSF. The report will also identify the local support efforts, the impact on the local economy, how the local economy was communicated to, and what local businesses the Contractor is working with.
- (13) Perform in a collaborative manner with the TSF's other marketing Contractors, under the direction of the TSF Marketing Director.
- (14) All services performed by the Contractor shall be confirmed in writing by the Contractor and approved by the City.
- (15) All media including raw footage created by the contractor shall remain in the possession of the City and be delivered on a real time basis.

(16) Development of a strategy and tactical plan for an in-market execution of social media marketing communications program that advances goals of current campaign, augments current communication efforts and increases and enhances the quality of unpaid traffic to santafe.org.

- (17) On a daily basis perform the following work items.
- a. Develop content strategy based upon overarching campaign messaging.
 - b. Define messaging roll-out based upon appropriateness of channel (e.g. Blogs, Facebook, Twitter, YouTube, LinkedIn, Flickr, Tumblr, Pinterest, Instagram, Four-Square, Google+, etc.).
 - c. Set editorial calendar for each priority channel.
 - d. Define individual outreach and content tactics –e.g. when/where repurpose content, when to create new, when to syndicate content, when to tie into existing campaign assets, when to create social channel ONLY programs:
 - i. Identify all opportunities for socially enabling current advertising and communication program (i.e. socially enabled advertising, contests/sweeps, etc.)
 - ii. Develop all widget/app strategy – identify opportunities to create new or tie into existing (e.g. UrbanSpoon, Open Table, Yelp, etc.)
 - e. Define strategy for the following as appropriate:
 - i. Social sharing
 - ii. Reviews/ratings
 - iii. Influencer programs
 - iv. Industry outreach
 - f. Define success metrics:
 - i. Outputs -- number of tweets, posts, re-posts, mentions, etc.
 - ii. Outtakes -- sentiment (positive, negative, messaging tie ins)
 - g. Outcomes – traffic increase, increase in qualified leads, inquiries, conversions.
 - h. Set-up Google Analytics to measure outputs:
 - i. Set-up additional reporting procedures to measure outtakes and outcomes
 - j. Build a dashboard for ongoing measurement and tracking.

B. The above services may be done in a local Santa Fe environment and may include but shall not be limited to creative development, production, photography, social media support and account management

C. The City agrees to make available without charge to the Contractor pictures, background information, historical data and other pertinent information in the City files.

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.

C. Contractor will use its best efforts to subcontract with local Santa Fe businesses to serve Tourism Santa Fe and build the Santa Fe brand. Contractor shall notify Tourism Santa Fe of its subcontractors and update the City on any subcontractor changes.

3. COMPENSATION

A. The City shall pay to the Contractor in full payment for services rendered, a sum not to exceed nine hundred thousand dollars (\$900,000.00), inclusive of applicable gross receipts taxes.

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

C. Payment shall be made upon receipt and approval by the City 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 February 29, 2016, unless sooner pursuant to Article 6 below. There is an option for an annual renewal for an additional three (3) years, not to exceed four (4) 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) Compensation is not based upon hourly rates for services rendered, therefore the City shall pay the Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination, and for which compensation has not already been paid.

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

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees 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

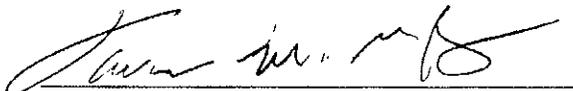
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
TOURISM Santa Fe
ATTN: Randy Randall,
Executive Director
Santa Fe, NM 87504

Contractor:
Fuseideas, LLC
ATTN: Dennis Franczak,
Chief Executive Officer
8 Winchester Place, Suite 302
Winchester, Mass. 01890

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

CITY OF SANTA FE:



JAVIER M. GONZALES, MAYOR

DATE: 3/4/15

CONTRACTOR:

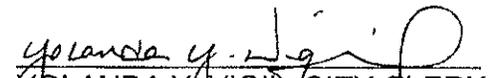
Fuseideas, LLC


DENNIS FRAN CZAK, CEO

DATE: 3/4/15

CRS# 03-312797002
CITY OF SANTA FE BUSINESS
REGISTRATION # 15-129779

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 2/25/15

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY 2/27/15

APPROVED:


OSCAR RODRIGUEZ, FINANCE DIRECTOR

Business Unit/Line Item:
