

ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 03/26/14
ITEM FROM FINANCE COMMITTEE MEETING OF 03/17/14

ISSUE:

23. Request for Approval of Amendment No. 2 to Professional Services Agreement – Advertising and Distribution of 2014 Santa Fe Travel Planner for Santa Fe Community Convention Center; Bella Media, LLC. (Jim Luttjohann)

FINANCE COMMITTEE ACTION: APPROVED AS CONSENT ITEM

Requested approval of amendment no. 2 to professional services agreement for advertising and distribution of 2014 Santa Fe Travel Planner for Santa Fe Community Convention Center with Bella Media, LLC in the amount of \$16,000 inclusive of gross receipts tax for a total amount of \$62,125 inclusive of gross receipts tax. Budget is available in CCC operations fund.

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

3-17/14/FCMissue



CONVENTION & VISITORS BUREAU

201 W. Marcy St.
Santa Fe, New Mexico 87501
505 955 6200 800 984 9984 Fax 505 955 6222
Email Info@santafe.org
SANTAFE.ORG

MEMO

Date: February 24, 2014
To: City of Santa Fe Finance Committee
From: Jim Luttjohann, Executive Director Convention and Visitor Bureau 
Via: Marcos Tapia, Finance Director 
Summary: Professional Services Agreement- Amendment Number 2
Bella Media, LLC

Background and Summary:

Bella Media, LLC provides publication of our Santa Fe Travel Planner and with this amendment we will be purchasing two pages of print advertising promoting Santa Fe and the Santa Fe Community Convention Center as a meeting venue where one page will be advertorial and one page a display advertisement.

The compensation for this agreement is \$16,000 inclusive of GRT.

Requested Action:

Approval of Amendment No. 2 to the Professional Services Contract with Bella Media, LLC.
Funds will be taken from 52102.561850 (Advertising).

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

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 12, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Bella Media, 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 Distribution of the Santa Fe Travel Planner.

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. SCOPE OF WORK

Article 1, of the Agreement is amended to add paragraph I reads in its entirety as follows:

I. The Contractor shall provide two pages of print advertising promoting Santa Fe and the Santa Fe Community Convention Center as a meeting venue where one page will be advertorial and one page a display advertisement.

2. COMPENSATION.

Article 3, of the Agreement is amended so that Article 3, paragraph B reads in its entirety as follows:

B. The City shall increase the Agreement in the amount of sixteen thousand dollars (\$16,000) inclusive of applicable gross receipts taxes. For a total sum not to exceed sixty two thousand one hundred and twenty five dollars (\$62,125), inclusive of applicable gross receipts taxes.

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

CONTRACTOR:
BELLA MEDIA, LLC.

JAVIER M. GONZALES, MAYOR

BRUCE ADAMS

Date: _____

Date: _____

CRS# 03-157435 00 1
City of Santa Fe Business Registration
#13-42101

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:



KELLEY A. BRENNAN, INTERIM CITY ATTORNEY

APPROVED:

MARCOS A. TAPIA, FINANCE DIRECTOR



**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 Bella Media

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: 0

Termination Date: 6/30/14

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Production of Travel Planner

Amendment # 2 to the Original Contract# 13-0451

Increase/(Decrease) Amount \$ 16,000

Extend Termination Date to: 6/30/14

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Advertising in Travel Planner

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

Amount \$ 0 of original Contract# 13-0451 Termination Date: 6/30/14 Inclusive of GRT
Reason: Production of Visitor Guide

Amount \$ 46,125 amendment # 1 Termination Date: 6/30/14
Reason: Distribution of travel Planner

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ 46,125



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

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

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other _____

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

7 Funding Source: 22108 **BU/Line Item:** 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: Cyndi Catarack
Phone # 6211

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:

11 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
VT insurance company of The Hartford Insurance Group shown below.

SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: 3



Policy Number: 34 SBA VT1179 SC

SPECTRUM POLICY DECLARATIONS

ORIGINAL

Named Insured and Mailing Address: BELLA MEDIA, LLC
(No., Street, Town, State, Zip Code) DBA SANTA FEAN MAGAZINE
215 W. SAN FRANCISCO STE-202A
SANTA FE NM 87501

Policy Period: From 04/15/13 To 04/15/14 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: HUB INTERNATIONAL INS SVCS INC
Code: 350305

Previous Policy Number: 34 SBA VT1179

Named Insured is: LIMITED LIAB CORP

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$721
IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

Countersigned by Sharon Smith 3-25-13
Authorized Representative Date

Form SS 00 02 12 06
Process Date: 03/04/13

Page 001 (CONTINUED ON NEXT PAGE)
Policy Expiration Date: 04/15/14

INSURED COPY

0100234VIT11790114

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$2,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$2,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
AGGREGATE LIMITS PRODUCTS-COMPLETED OPERATIONS	\$4,000,000
GENERAL AGGREGATE	\$4,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 5,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 5,000
RETROACTIVE DATE: 04152009	

This Employment Practices Liability Coverage contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

BUSINESS LIABILITY OPTIONAL
COVERAGES

HIRED/NON-OWNED AUTO LIABILITY FORM: SS 04 38	\$2,000,000
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**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 June 12, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Bella Media, 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 publish the 2014 Santa Fe Travel Planners.

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. SCOPE OF WORK

Article 1, of the Agreement is amended to add paragraph H to read in its entirety as follows:

H. The Contractor shall provide Domestic and International Distribution of the Santa Fe Travel Planner. This also includes One-Time mailings, Set-up of labels and postage as described in Exhibit "A" attached hereto and incorporated herein.

(1) Reimbursement of Mailing

The Contractor will, via a subcontractor, print/mail for the City under a prior approved subcontractor by the City and that the Contractor will submit reimbursement requests to pay back the subcontract.

2. COMPENSATION.

Article 3, of the Agreement is amended to add paragraphs B, C and D, so that Article 3, paragraph B, C and D reads as follows:

B. The City shall increase the Agreement by a total of forty six thousand one hundred twenty five dollars (\$46,125) inclusive of applicable gross receipts taxes. The monies for this service shall be divided between FY 2013-2014 and 2014-2015.

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

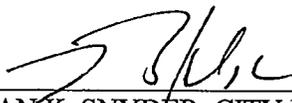
D. Payment shall be made upon receipt and approval by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

3. AGREEMENT IN FULL FORCE.

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

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

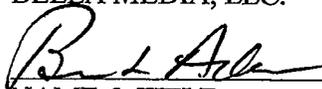
CITY OF SANTA FE:



BRIAN K. SNYDER, CITY MANAGER

Date: 1-9-14

CONTRACTOR:
BELLA MEDIA, LLC.

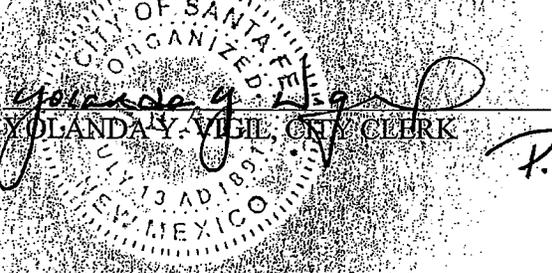


NAME & TITLE

Date: 1/13/2014

CRS# 03-157435 00 1
City of Santa Fe Business Registration
#13-42101

ATTEST



Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

P.O.

APPROVED AS TO FORM:

Kelly A. Brennan

KELLY A. BRENNAN, INTERIM CITY ATTORNEY

1/8/14

APPROVED:

Marcos A. Tapia

MARCOS A. TAPIA, FINANCE DIRECTOR

1/8/14

Bella Media/Amendment 1/22108.510300



215 W. San Francisco, Suite 300 - Santa Fe, NM 87501
Tel: 505-992-1444 Fax: 505-493-1555

Submitted Dec 6, 2013:

2013-4 Addendum Proposal for Distribution of 2014 Santa Fe Travel planner

Mailings

Initial Mailing: 50,000 one time mailing of Travel Planner

Processing of labels;set up \$2300

Postage @ .56 ea \$27,275

On Going Mailing 250 minimum quantity to mail submitted on an "as needed"

Processing of labels;set up 26 set ups \$12,000

Postage at .70/unit mail (250x 26 mailings) \$4550

Total \$46,125

Exhibit "A"



CONVENTION & VISITORS BUREAU

201 W. Marcy St.
Santa Fe, New Mexico 87501
505 955 6200 800 984 9984 Fax 505 955 6222
Email Info@santafe.org

SANTAFE.ORG

MEMO

Date: January 7, 2014
To: Brian Snyder, City Manager
From: Jim Lutjohann, Executive Director Convention and Visitor Bureau
Summary: Professional Services Agreement- Amendment Number 1
Bella Media, LLC

Background and Summary:

Bella Media, LLC provides publication of our Santa Fe Travel Planner and with this amendment they will be providing distribution throughout the United States, Canada and Mexico.

This compensation also includes one-time mailings, set-up of labels and postage. (Please see attachment).

The compensation for this agreement is \$46,125 inclusive of GRT. The total cost will be split between FY 2013-2014 and FY 2014-2015. A Budget Adjustment Form is being prepared to cover the cost for this Fiscal Year.

Requested Action:

Approval of Amendment No. 1 to the Professional Services Contract with Bella Media, LLC. Funds will be taken from 22108.510300 (Professional Services).



**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 Bella Media, LLC

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: 0

Termination Date: June 30, 2014

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: 2014 Travel Planner

Amendment # 1 to the Original Contract# 13-0451

Increase/(Decrease) Amount \$ 46,125 FY 13/14 - \$ 23,062.50

Extend Termination Date to: _____ FY 14/15 - \$ 23,062.50

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: Travel Planner Distribution

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

Amount \$ 0 of original Contract# 13-0451 Termination Date: 6/30/13
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ 0



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

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

RFP# 13297 Date: 4/26/13
RFQ [] Date:
Sole Source [] Date:
Other

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

7 Funding Source: 22108 BU/Line Item: 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: Cyndi Catanach
Phone # 6211

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:

Compensation will be split between Fiscal Years

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

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

The Contractor shall publish the 2014 Santa Fe Travel Planners including but not limited to the following tasks:

- A. Acquisition, coordination and consolidation of all promotional information and all pertinent materials regarding Santa Fe, in order to properly direct visitor and group sales inquiries
- B. Detailed information and photos on Santa Fe's hospitality, culture & history, cuisine, visual & performing arts, outdoor activities, shopping, relaxation, service facilities, including the demographics of Santa Fe and support for Santa Fe as world class national and international tourism destination.
- C. Publication advertising shall be arranged by Contractor at established rates, as shown in the rate card. These rates will be mutually agreed upon between the City and the Contractor, 30 days before any rate card is printed or distributed.
- D. Cover, design and all editorial content (excluding paid listings) to be approved by the CVB on behalf City. Any changes requested shall be followed by the Contractor. Final responsibility for the accuracy of the content rests with the Contractor. The City shall be given a minimum of two possible covers to choose from and 10 working days to review all editorial content. The City will reserve the right to reject cover and use its own advertising agency to produce an alternate cover. Contractor will pay advertising agency for all alternate cover work.
- E. One online version of the 2014 Travel Planner using NXT book media or equivalent program to be housed on the santafe.org website. Contractor is responsible for including hyperlinks for all advertisers and listings. Online

version must be completed and all code turned over to the City of Santa Fe by December 19, 2013. In addition contractor will provide a PDF and JPG file of the Travel Planner at the same time.

F. The City of Santa Fe is looking for responses that incorporate innovation "value added" options including, but not limited to electronic versions of the Travel Planner's, cross-promotional opportunities, web marketing programs, etc..

G. Mechanics:

1. Approximately 8 ½" x 11" in size
2. Paper weight: 60 lb text minimum, high quality grade. Cover paper weight: 65-70lb cover stock with a coated finish.
3. Number of pages: 120 maximum to include editorial, advertising and covers.
4. Minimum ratio of forty-five percent (45%) advertising to fifty-five percent (55%) editorial (ads include all paid listings).
5. 350,000 copies/
6. All pages will be 4-color. Black and white ads are not acceptable.
7. Perfect bound, packed bulk, color code labeled, in cardboard cartons.
8. Maximum weight per carton limited to 40 lbs.
9. Cover graphics to include: Official Santa Fe Travel Planner 2014, using trademarked Santa Fe logo typeface, to be supplied by City.
10. Advertising rate card using trademarked Santa Fe logo typeface.
11. Table of contents.
12. Photo credits approved by City.
13. The City will provide the publisher with a list of specifications concerning the number of visitors guides requiring indicia, self mailer insert on the back cover, 90 days before delivery is due.
14. The Contractor shall deliver 350,000 copies of the 2014 Santa Fe Travel Planner to the City on or before December 4, 2013, between the hours of 8:00 a.m. and 3:00 p.m., upon coordination with the

City, at least five days in advance. The Contractor shall deliver a specified number of the Travel Planners to different storage sites as determined by the City, in the time frame as stated, or Contractor will pay all overtime accrued by City staff for said deliveries. Direct shipping to distribution sites may be required.

15. CVB must approve all ad placements including location in guide and position on pages.

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 Contractor shall pay to the City in full a minimum payment sum of \$12,000.00 or 10 % of the ad sales revenue over \$150,000 which ever is more from advertising proceeds.

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, 2014, unless sooner pursuant to Article 6 below. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for an additional three (3) 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.

6. TERMINATION

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

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

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 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:
SF Convention & Visitors Bureau
PO Box 909
Santa Fe, NM 87505-0909

Contractor:
Bella Media, LLC
215 W. San Francisco St.
Santa Fe, NM 87501

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

CITY OF SANTA FE:

David Coss
DAVID COSS, MAYOR

DATE: 6-14-13

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK
6/12/13

CONTRACTOR:
Bella Media, LLC

APPROVED AS TO FORM:

Ben L. Allen
BY: _____
NAME AND TITLE

Geno Zamora
GENO ZAMORA, CITY ATTORNEY
5/27/13

DATE: 6/20/2013

CRS # 03-15743500-1
City of Santa Fe Business
Registration # 13-00042101

APPROVED:

Marcos A. Tapia *6/14/13*
MARCOS A. TAPIA, DIRECTOR
FINANCE DEPARTMENT