

**ACTION SHEET
CITY COUNCIL COMMITTEE MEETING OF 07/29/2015
ITEM FROM FINANCE COMMITTEE MEETING OF 07/13/2015**

ISSUE:

15. Request for Approval of Amendment No. 1 to Professional Services Agreement – KSFR Broadcasting Services for City Council and Special Meetings; Northern New Mexico Radio Foundation, Inc. (Joe Abeyta)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 12138.510400

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

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

06/29/2015

City of Santa Fe, New Mexico

memo

DATE: July 7, 2015

TO: Finance/ City Council
Brian Snyder, City Manager *BKS*

FROM: Joe Abeyta, Multimedia Manager *JA*

VIA: Matt Ross, Public Information and Multimedia Administrator *MR*

RE: Approval of Professional Services Agreement with Northern New Mexico Radio Foundation (KSFR).

ATTACHMENT: Summary of Contract with KSFR.

ITEM AND ISSUE

The Multimedia Office is seeking approval of a 2 year extension to the Professional Services Agreement between the KSFR and the City of Santa Fe to broadcast City Council Meeting on KSFR. Services also include live audio webstream and audio archives of all City Council Meetings.

SUMMARY

Northern New Mexico Foundation Inc. (KSFR) will be broadcasting the afternoon and evening sessions of the City Council Meetings. The amount compensated will be \$17,500.00 per year for 2 years for a total of \$35,000.

The business unit for this project is 12138. The line item for this project is 510400.

**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 September 27, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and Northern New Mexico Radio Foundation, Inc. ("KSFR") (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 broadcast City Council Meetings and special meetings.

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 decrease the amount of compensation by a total of thirty-five thousand dollars (\$35,000) 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 seventy thousand dollars (\$70,000), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at seventeen thousand five hundred dollars (\$17,500) per year for two (2) years.

2. TERM:

Article 5 of the Agreement is hereby deleted. A new Article 5 of the Agreement is inserted to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2017, unless terminated sooner pursuant to Paragraph 6, below.

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:

CONTRACTOR:
Northern NM Radio Foundation, Inc.
(KSFR)

JAVIER M. GONZALES, MAYOR

NAME & TITLE

Date: _____

Date: _____

CRS#02-936931-00
City of Santa Fe Business Registration

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

MDM 6/25
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

[Signature] 6-29-2015
OSCAR RODRIGUEZ, FINANCE DIRECTOR

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 Northern New Mexico Radio Foundation (KSFR)

3 Complete information requested

Plus GRT

Inclusive of GRT

Original Contract Amount: \$35,000.00

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Radio Broadcast of the afternoon and evening sessions of the City Council Meetings.

Amendment # 1 to the Original Contract# 13-0988

Increase/(Decrease) Amount \$ 35000

Extend Termination Date to: June 30, 2017

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 \$ 35,806.00 of original Contract# 13-0988 Termination Date: 06/30/2015

Reason: _____

Amount \$ 35,806.00 amendment # 10-0967 Termination Date: 06/30/2013

Reason: _____

Amount \$ 51,151.00 amendment # 09-785 Termination Date: 10/30/2011

Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: \$ 35000



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

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

RFP# _____ Date: _____

RFQ See Memo and Response _____ Date: June 24, 2015

Sole Source _____ Date: _____

Other _____

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

7 **Funding Source:** Multimedia Production Office **BU/Line Item:** 12138.5104

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:** Joe Abeyta
Phone # 955-6037

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:

ITEM # 13-0988

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 Northern New Mexico Radio Foundation, Inc. ("KSFR") (the "Contractor"). The effective date of this Amendment shall be retroactive to July 1, 2013.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. The Contractor shall broadcast all of the afternoon and evening sessions of all City Council Meetings and special meetings. There are 22 regularly scheduled City Council meetings annually. Afternoon meetings start at 5:00 – 7:00 p.m. and the evening sessions 7:00 p.m. – 12:00 mid-night. Both afternoon and evening sessions usually end earlier, the times provided are worst case scenarios. Contractor can return to regular programming during executive session or extended breaks.

B. Up to five (5) additional special meetings per year will need to be included in addition to the 22 regularly scheduled City Council meetings annually. Special meetings may include the Mayor's State of the City address, election results and important press conferences and will total no more than five (5) additional meetings.

C. The Contractor shall retain podcasts of the Council meetings on its KSFR2 website (www.ksfr2.com). ✓

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 thirty-five thousand dollars (\$35,000.00), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at seventeen thousand five hundred dollars (\$17,500) per year for two (2) years.

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, approval and acceptance by the City of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed and accepted by the City.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on June 30, 2015 unless sooner pursuant to Article 6 below.

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.

(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 or subcontractors retained by Contractor

in the performance of the services under this Agreement.

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

8. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

The Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

11. RELEASE

The Contractor, upon acceptance of final payment of the amount due under

this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of

insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the City from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Contractor's performance under this Agreement as well as the performance of Contractor's employees, agents, representatives and subcontractors.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and

nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

19. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

22. NOTICES

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

City of Santa Fe:
Joe Abeyta
P.O. Box 909
Santa Fe, NM

Contractor:
Northern NM Radio Foundation
Santa Fe Public Radio
8401 Richards Avenue
Santa Fe, NM 87509

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

CITY OF SANTA FE:



BRIAN K. SNYDER, CITY MANAGER

DATE: 09/27/2013

CONTRACTOR:

Northern NM Radio Foundation, Inc.
("KSFR")

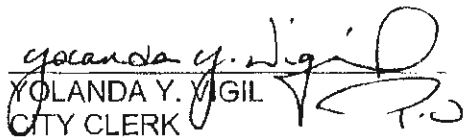


William L. Dupuy Int. Sec. D.V.
NAME & TITLE

DATE: 8/12/13

CRS # 02-936931-00
City of Santa Fe Business
Registration # 13-115757

ATTEST:


YOLANDA Y. VIGIL
CITY CLERK

APPROVED AS TO FORM:


GENO ZAMORA, CITY ATTORNEY 7/16/13

APPROVED:


MARCOS A. TAPIA, FINANCE DIRECTOR 9/25/13

12138.510400
Business Unit Line Item

**AMENDMENT to City of Santa Fe Professional Services Agreement
with Northern New Mexico Radio Foundation/KSFR
dated retroactive to July 1, 2013.**

In accordance with Section 18 "Amendment" of the Agreement, the agreement shall be changed to read 1. C. "The contractor shall retain podcasts of the Council meetings on its KSFR.Org website."

CONTRACTOR:
Northern New Mexico Radio Foundation, Inc. ("KSFR")

William L. Dupuy, Interim Executive Director
NAME & TITLE



DATE: 8/15/13

CRS #02-936931-00
City of Santa Fe Business Registration # 13-115757

CITY OF SANTA FE

Signed:
Date:

City of Santa Fe, New Mexico

memo

DATE: April 17, 2013

TO: Robert Rodarte, Purchasing Director

FROM: Joe Abcyta, Multimedia Manager

VIA: Robert Romero, City Manager
Jodi McGinnis Porter, Public Information and Multimedia Administrator

RE: Quote request for radio broadcast services for 2013-2014 City Council meetings.

ITEM AND ISSUE

The City of Santa Fe is requesting quotes for radio broadcast services for the 2013-2014 City Council meetings. Below is the scope of services.

SUMMARY

The Contractor shall provide the following services for the City. The Contractor shall broadcast all of the afternoon and evening sessions of all City Council Meetings and special meetings. There are 22 regularly scheduled City Council Meetings annually. This total does not include special meetings. Special meetings may include the Mayor's State of the City Address, election results and important press conferences and will total no more than five additional meetings. Contractor can return to regular programming during executive session or extended breaks.

RECOMMENDED ACTION

For your information.

ABEYTA, JOSEPH M.

From: Frank Katz <fdkatz@gmail.com>
Sent: Monday, May 06, 2013 10:07 AM
To: ABEYTA, JOSEPH M.; PORTER, JODI M.
Cc: Linda Highhill; Marilyn Mason
Subject: Re: KSFR bid to broadcast city council meetings

Joe,

I gave the wrong URL for KSFR2. It is www.ksfr2.org. Sorry.

Frank

On Monday, May 6, 2013, Frank Katz wrote:
Joe and Jodi,

The Northern New Mexico Radio Foundation (KSFR) submits the following bid to broadcast city council meetings
in response to Joe's email of April 22, 2013

Broadcast of 22 regular afternoon and evening sessions of City Council Meetings, uninterrupted by commercial break, and
5 special meetings: \$
17,
500
per year.

There are reasons outside mere money that recommend KSFR to the City.

First, KSFR is Santa Fe's only public radio station. It serves the public in a non-partisan manner. It has no advertising, and accepts no political ads. It is where listeners would expect to find the broadcast of public meetings. The money paid by the City to the station supports this non-profit, public endeavor, not a private company's profits.

Second, our studios are located at the Santa Fe Community College. The station nurtures the relationship with the College and encourages students to participate and learn about radio broadcasting.

Third, KSFR will retain podcasts of the Council meetings on its KSFR2 website (www.ksfr2.com). This extra service will make those meeting instantly available to anyone whenever they want to listen to them.

Please let me know if we can provide any additional information.

Frank Katz
Secretary, Board of Directors
Northern New Mexico Radio Foundation

3

PROFESSIONAL LIABILITY COVERAGE PART DECLARATIONS

PLEASE READ YOUR POLICY CAREFULLY.

THIS IS A CLAIMS MADE POLICY COVERAGE FORM AND UNLESS OTHERWISE PROVIDED HEREIN, THE COVERAGE OF THIS FORM IS LIMITED TO LIABILITY FOR CLAIMS FIRST MADE DURING THE POLICY PERIOD, OR THE EXTENSION PERIOD, IF APPLICABLE. DEFENSE COSTS SHALL BE APPLIED AGAINST THE RETENTION.

No. NDO1065554B

Effective Date: 03/25/2012
12:01 AM STANDARD TIME

ITEM I. PARENT ORGANIZATION AND PRINCIPAL ADDRESS

Northern NM Radio Foundation
DBA: KSFR
8401 Richards Avenue
Santa Fe, NM 87507

ITEM II. POLICY PERIOD: (MO. DAY YR.) From: 03/25/2012 To: 03/25/2015

Coverage Part A: Non Profit Directors and Officers Liability

ITEM III. LIMITS OF LIABILITY

a. Non Profit Directors & Officers	\$1,000,000	EACH CLAIM
b. Non Profit Directors & Officers	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$0 EACH CLAIM

ITEM V. PREMIUM: \$3,000

Coverage Part B: Employment Practices Liability

ITEM III. LIMITS OF LIABILITY

a. Employment Practices	\$1,000,000	EACH CLAIM
b. Employment Practices	\$1,000,000	IN THE AGGREGATE

ITEM IV. RETENTION: \$0 EACH CLAIM

ITEM V. PREMIUM: \$468

ITEM VI. Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue:
See Endorsement EOD (01/95)

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

①

4 pages Total

Joe Abeyta:

KSFR Certificate of Insurance

Three summary pages attached. The balance of the document goes into specifics on all the endorsements. If you need that, give me a call at 428-1379.

I'll be traveling the first of new week, back on Friday. Could we get together at that time on the new service agreement?

Thanks


Bill
Interim Executive Director
KSFR-FM
505 428 1379
wdupuy@ksfr.or

NDO1065554A

Renewal of Number

*** RENEWAL CERTIFICATE ***

United States Liability Insurance Company

1190 Devon Park Drive, Wayne, Pennsylvania 19087

A Member Company of United States Liability Insurance Group

POLICY DECLARATIONS

No. NDO1065554B

NAMED INSURED AND ADDRESS:

Northern NM Radio Foundation

DBA: KSFR

6401 Richards Avenue

Santa Fe, NM 87507

POLICY PERIOD: (MO. DAY YR.) From: 03/25/2012 To: 03/25/2015

12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION: Non-Profit Directors and Officers

IN CONSIDERATION OF THE RENEWAL PREMIUM STATED BELOW EXPIRING POLICY NUMBER NDO1065554A IS RENEWED FOR THE POLICY PERIOD DATED ABOVE. PLEASE ATTACH THIS RENEWAL CERTIFICATE TO YOUR EXPIRING POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.

	PREMIUM
Professional Liability Coverage Part	\$3,468.00
TOTAL:	\$3,468.00

Coverage Form(s) and Endorsement(s) made a part of this policy at time of issue
See Endorsement EOD (1/95)

Agent: SWETT & CRAWFORD (CO) (1232)
2260 South Xanadu Way, Suite 330
Aurora, CO 80014

Issued: 3/27/2012

Broker:

By:

Thomas P. Kenney
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE LPC (08-07) FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.


EXTENSION OF DECLARATIONS

Policy No. NDO1065554B

Effective Date: 03/26/2012

12:01 AM STANDARD TIME

FORMS AND ENDORSEMENTS

The following forms apply to the Professional Liability coverage part

End#	Revised	Description of Endorsements
* DO-100	04/07	Coverage Part A. Non Profit Directors and Officers Liability
* DO-101	04/07	Coverage Part B. Employment Practices Liability
DO-204	01/04	Broadcasters & Advertisers Liability Exclusion Endorsement
* DO-283	05/11	Data & Security Endorsement
* DO-290	05/10	Fair Labor Standards Act Sublimit Endorsement
* DO-291	01/11	Excess Benefit Transaction Excise Tax Endorsement
DO-3YR DEC	04/07	Amendment To Policy Declarations - Three-Year Policy Term
* DO-NM	07/07	New Mexico State Amendatory Endorsement
* DO Jacket	09/10	Non Profit Professional Liability Policy
* USL-DOJ	03/08	Non Profit Professional Liability Common Conditions

Endorsements marked with an asterisk (*) have been added to this policy or have a new edition date and are attached with this certificate.

EOD (01/05)

All other terms and conditions remain unchanged.

Page 1 of 1

City of Santa Fe, New Mexico

memo

DATE: July 12, 2013

TO: Marcos Tapia, Director *MT*
Finance
Brian Snyder, City Manager

FROM: Joe Abeyta, Multimedia Manager *JA*

VIA: Jodi McGinnis Porter, Public Information and Multimedia Administrator *JMP*

RE: Approval of Professional Services Agreement with Northern New Mexico Radio Foundation (KSFR). *OK JA 7/16*

ATTACHMENT: Summary of Contract with KSFR.

ITEM AND ISSUE

The Multimedia Office is seeking approval of a new Professional Services Agreement between the KSFR and the City of Santa Fe.

SUMMARY

Northern New Mexico Foundation Inc. (KSFR) will be broadcasting the afternoon and evening sessions of the City Council Meetings. The amount compensated will be **\$17,500.00 per year for 2 years for a total of \$35,000.**

The business unit for this project is **12138**. The line item for this project is **510400**.



**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 Northern New Mexico Radio Foundation, Inc. (KSFR)

3 Complete information requested Plus GRT

Original Contract Amount: \$35,000.00

Inclusive of GRT

Termination Date: June 30, 2015

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Radio Broadcast of the afternoon and evening sessions of the City Council Meetings.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for: _____

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

Inclusive of GRT

Amount \$ 35,806.00 of original Contract# 11-1086 Termination Date: 06/30/2013

Reason: _____

Amount \$ 49,895.63 amendment # 11-0603 Termination Date: 06/30/2012

Reason: _____

Amount \$ 41,796.00 amendment # 11-428 Termination Date: 10/30/2011

Reason: _____

Amount \$ 19,618.00 amendment # 10-0029 Termination Date: 06/30/2010

Reason: _____

Total of Original Contract plus all amendments: \$ 35000



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

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

RFP# _____ Date: _____

RFQ [X] See Memo and Response _____ Date: April 17, 2013

Sole Source [] _____ Date: _____

Other _____

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

7 Funding Source: Multimedia Production Office BU/Line Item: 12138 5104

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: Joe Abeyta
Phone # 955-6037

10 Certificate of Insurance attached. (if original Contract) [X]

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: _____