

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 Studio X, Inc. (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 :

Assist in further defining and meeting the goals of TSF and the City of Santa Fe and to maintain the TOURISM Santa Fe website, SantaFe.org.

The Contractor shall:

- A. Function as a committed, deeply immersed member of the TSF marketing team, capable of providing high level counsel and ongoing strategic planning on a range of issues from defining the overall Santa Fe brand, developing comprehensive messaging to prospective visitors, individual Santa Fe stakeholder groups such as the hospitality community, the arts community and various other important constituents
- B. Manage a wide range of online initiatives including web strategy and analytics, website design, search engine optimization, and the development of innovative online customer acquisition, retention and conversion programs
- C. Have a thorough knowledge of website, CRM and CMS development (specifically Gossamer Links).
- D. Have the expertise and ability to maintain a compelling design incorporating the TSF brand, visual representation, and intuitive navigation
- E. Understand TSF's immediate and long-range goals and initiatives
- F. Map client objectives to technology strategies; Provide leadership and guidance on web and internet best practices and technical direction

- G. Develop SEO functions for optimal ROI; creation of web stats and reports on demand, including tracking of website traffic utilizing website analytics tools like Google Analytics
- H. Provide the highest tier of technical support for TSF and their tourism-related Business Partners
- I. Provide full-scale advertising sales capabilities for the website and enewsletters (either in-house or through an established alliance).
- J. Have the in-house capacity to successfully manage each of the skills highlighted below.

Copywriting	Market Research
Media Analysis	SEO
Graphic Design	Web Marketing
Web programming	Website Maintenance
Website Design	Gossamer Links

SPECIFIC FUNCTIONS AND FEATURES **WEBSITE DESIGN, CMS, CONTENT MAINTENANCE, SITE DEVELOPMENT,** **SEO AND HOSTING**

The contractor shall work with the current CMS, which is Gossamer Links.
Contractor shall manage the specific functions and features as outlined below:

A. Website Elements

The following elements are required by the Contractor for maintaining the website design; ongoing content maintenance; site development and updates; SEO and hosting include but are not limited to:

Design

- 1) Must include full consideration for viewing on all devices, be fully responsive, and work on a list of supported browsers and platforms. Create, manipulate and optimize graphical website elements
- 2) Seek and utilize any branding assets available from and/or created by TSF and/or the TSF advertising agency
- 3) Secure and update appropriate photos for all pages on the website, including seasonal updates on the homepage and for bi-monthly consumer e-newsletters
- 4) Design layouts, create mockups, create and implement CSS for any new pages of the website, including promotional landing pages

- 5) Work with TSF advertising agency to create promotional landing pages using provided design and assets

Site Updates & Content Maintenance

- 1) Maintain the password-protected Business Partner Listing administrative area which allows Business Partners the administrative capabilities to perform functions such as: adding *Business Listings* and adding *Event Calendar* listings and *Deals & Specials*. These additions then populate the CMS in a pending status for TSF staff approval and/or necessary edits before publishing to the website.
- 2) *Business Listings*
A Business Listing submission form is available for Santa Fe business to add and manage their Business Listings containing a description, image and links.
- 3) *Event Calendar*
The site has an Event Calendar that is capable of listing reoccurring events with the option to edit events. An event submission form is available for Business Partners to submit public events.
- 4) *Deals & Specials*
The site has a Deals & Specials module that allows partners and TSF staff to quickly and easily add, update or delete special offers.
- 5) Create/extend backend Business Partner Listing administrative area functionality as needed and to add new content for promotional landing pages
- 6) Addition of new Business Listing, Event Calendar and Deals & Specials categories as needed
- 7) Maintain interactive mapping integration with Google Maps that is tied to all partner data and events.
- 8) Updates to website navigation and filters
- 9) Updates to "What's Happening" and "Must See Events" pages with photos, event content and links
- 10) Manage and monitor tracking pixels and embeds provided by TSF advertising agency
- 11) Maintain integrations and functionality with Google Maps, Google Trekker, JackRabbit BookDirect, NOAA Weather service, language translation, social media platforms, app developers working with TSF and other third-party supplier integrations who mirror the site through their own hosts and provide additional functions for the site
- 12) Run monthly spider on site and report results to TSF
- 13) Maintain, review and make necessary improvements to built-in advanced search capabilities.

- 14) Continuously monitor and improve server and site performance

Search Engine Optimization

- 1) The site should be maintained for optimal search engine exposure and enabled both standard and customized SEO on all pages of the site. This should include keywords, page titles URLs and meta tags.
- 2) Ongoing evaluations of the site structure/on-site factors as they pertain to SEO and make recommendations for structural improvements for optimal SEO
- 3) Follow user flow investigation and analysis
- 4) Monitor ranking for keywords such as "Santa Fe"

Hosting

Server requirements include:

- 1) Dedicated Server
- 2) MySQL 5.5 or greater
- 3) PHP 5.4.45 or greater
- 4) Apache 2.0
- 5) Perl v 5.10.1 or greater

SPECIFIC FUNCTIONS AND FEATURES EMAIL MARKETING & SUBSCRIBER DATABASE

A. Consumer and Industry Email Marketing

Contractor shall provide proactive and comprehensive e-mail marketing programs applying e-newsletters, special e-promotions, e-mail blasts and other marketing applications. *Consumer* email marketing program are designed to target, inform and convert potential visitors to come to Santa Fe. *Industry* email marketing program will inform TSF Business Partners on marketing results and opportunities.

Minimum services include but are not limited to content development, planning, design, production, implementation, reporting and analytics, regular subscriber list maintenance and debouncing. Programs must be designed to build the opt-in email database by effectively engaging those most likely to be continual sources of visitation.

Consumer Email Marketing program currently includes the following:

- 1) 10-Day Calendar (weekly)
- 2) Santa Fe Happenings (monthly)
- 3) Santa Fe Deals & Specials (monthly)

- 4) Seasonal Events eNewsletter (quarterly)
- 5) Santa Fe Gift Guide (Bi-annually)
- 6) Special Promotions (as needed)

Industry Email Marketing program currently includes the following*:

- 1) Marketing Report (monthly)
- 2) Sales Report (monthly)

*Content is provided by TSF and partners

TSF will have the option to reduce the annual compensation accordingly for Email Marketing. This reduction may be made prior to July 1, 2018 or prorated thereafter. A minimum of 30 day notice is required.

B. Email Subscriber Database Management

Minimum services include but are not limited to importing subscriber leads from a variety of sources in a variety of formats; Import data transformation and cleanup; Research and manage agency-hosting, including email addresses, forwards, aliases, space used, settings; Custom analytics and research as requested; Update and maintain blacklists of known spammers

SPECIFIC FUNCTIONS AND FEATURES ONLINE ADVERTISING ON SANTAFE.ORG

Contractor shall provide a full service online advertising partnership, providing TSF potential source of revenue. Minimum services include but are not limited to: contacting potential advertisers and advertising opportunities for placements on website and enewsletters; minimum sales of \$75,000 (with a goal of \$100,000) in advertising per year; preparing advertiser contracts and invoices; manage the placement of ads on website and enewsletters; monthly reconciled reports to TSF.

SPECIFIC FUNCTIONS AND FEATURES REPORTING & ANALYSIS

Contractor shall be responsible for reporting monthly and quarterly metrics and goals along with key insights. Additional reporting may be requested by TSF and include: analysis and reporting on traffic to promotional landing pages; analysis of changing trends and traffic on the site.

SPECIFIC FUNCTIONS AND FEATURES ADMINISTRATION AND SUPPORT

Contractor shall provide additional administrative and technical support, as needed,

along with overall project management.

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 Fifty Thousand Dollars (\$150,000.00), inclusive of applicable gross receipts taxes. Payment shall be made for services actually rendered at a rate of twelve thousand five hundred dollars (\$12,500.00) per month.

B. \$75,000.00 is the minimal level of advertising sales. Annual sales will be distributed as follows:

- 1) TSF will receive the first \$75,000.00 in sales
- 2) Studio X will receive the next \$25,000.00 in sales
- 3) Any sales over \$100,000.00 will be split 50/50
between Studio X and TSF.

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, 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 on July 1, 2018 and shall terminate on June 30, 2019 unless sooner pursuant to Article 6 below. There is an option to renew this contract for an additional three years.

6. TERMINATION

A. This Agreement may be terminated by the City upon 60 days written notice to the Contractor.

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

(2) If compensation is not based upon hourly rates for services rendered, 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.

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

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

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

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not

acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort

Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

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

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act,

Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

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

City of Santa Fe:
Tourism Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909

Contractor:
Studio X, Inc.
805 Early Street, Suite #B204
Santa Fe, NM 87505-1607

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

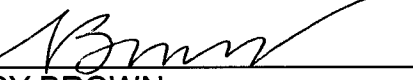
CITY OF SANTA FE:



ALAN WEBBER,
MAYOR

CONTRACTOR:

Studio X, Inc.



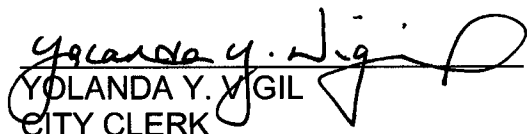
NANCY BROWN,
VICE PRESIDENT, WEB DEV.

DATE: 7/5/18

DATE: 7/12/18

CRS#: 03-15743500-1
City of Santa Fe Business
Registration # 18-00056644

ATTEST:



YOLANDA Y. VIGIL
CITY CLERK
cc mtg. 6/27/18

APPROVED AS TO FORM:

MDM 5/11
GENO ZAMORA,
INTERIM CITY ATTORNEY

APPROVED:

[Signature] 7-3-18
INTERIM FINANCE DIRECTOR

22108.510310
Business Unit Line Item