

CITY OF SANTA FE  
CONTRACT AMENDMENT No. 1

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Bella Media, LLC hereinafter referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 1, Scope of Work, is hereby amended to read as follows:

1. **Scope of Work.**

A. **Performance Measures.**

- 1) One online version of the 2020 Santa Fe Visitors Guide using Issue media or equivalent program to be housed on the santafe.org website. Contractor is responsible for including hyperlinks for all advertisers and listings. In addition, contractor will provide a PDF and JPG file of the Guide at the same time.

2) Mechanics:

- a. Approximately 8 1/2" x 11" in size
- b. Paper weight: 60 lb text minimum, high quality grade.  
Cover paper weight: 65-70lb cover stock with a coated finish.
- c. Number of pages: 65 maximum to include editorial, advertising and covers.
- d. Minimum ratio of forty-five percent (45%) advertising to fifty-five percent (55%) editorial (ads include all paid listings)
- e. 350,000-400,000 copies
- f. All pages will be 4-color. Black and white ads are not acceptable.
- g. Packed bulk, color code labeled, in cardboard cartons, and in

smaller wrapped packages, mix to be determined by the City.

- h. Maximum weight per carton limited to 40 lbs.
- i. Cover graphics to include: Official 2020 Santa Fe Visitors Guide using trademarked Santa Fe logo typeface, to be supplied by City.
- j. Advertising rate card using trademarked Santa Fe logo typeface.
- k. Table of contents
- l. Photo credits approved by City
- m. The City will provide the publisher with a list of specifications concerning the number of Visitor Guides requiring indicia, self-mailer insert on the back cover, 90 days before delivery is due
- n. Printing and delivery of the 2020 Santa Fe Visitors Guide:
  - i. TSF will take over the printing obligations from Bella Media, which include executing a contract and issuing a PO with Publication Printers Corp, based in Denver, CO.
  - ii. Printing cost is estimated at \$95,604.00
  - iii. Freight is estimated at \$3,350.00
- o. TSF must approve all ad placements including location in guide and position on pages.
- p. Contractor shall have the ability to deliver Guides to other locations in Neighboring States.

## **2. Compensation.**

A. All expenses related to the guide will be covered by advertising sales and any excess sales revenue will be beneficial to both City and Contractor. The City will not have any liability with regard to profit/loss. Any losses will be absorbed by Contractor. Contractor will share 50% of net profit, after allocations for staff, editorial, sales commissions, shipping, and printing and all other documented costs. Contractor will absorb shipping costs for truckload shipments to a single location.

Contractor must submit a detailed statement accounting for all services performed and expenses incurred by April 15 of each year that the contract is in effect with any monies due to the City at that same time. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

- i. TSF will take over the collection of advertising revenues and payment of the outstanding obligations related to the 2020 Visitors Guide as outlined, below:

- a. Freight estimate: \$3,350.00
- b. Photography estimate: \$3,333.00
- c. Editorial: \$28,000.00
- d. Sales Commission: \$24,302

## **3. Term.**

This Agreement shall be effective January 8, 2020 and shall terminate on June 30, 2020, unless sooner pursuant to Article 4 below.

## **4. Termination.**

A. Termination. This Agreement may be terminated by either of the parties hereto

upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination.


i. The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City:

1. Original, most current design files of the Santa Fe Visitors Guide,
2. Original copies of all work product, research or papers prepared under this agreement.

**All other articles of this Agreement remain the same.**

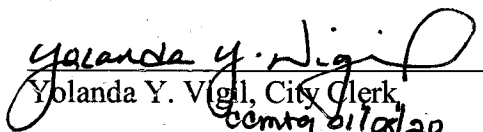
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City and Contractor below, or a specified date, whichever is later.

City of Santa Fe:

By:   
Alan Webber, Mayor

Date: 1/24/2020

Attest:

By:   
Yolanda Y. Vigil, City Clerk  
Comptrol 01/24/20

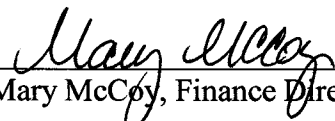
Date: 1-24-20

Approved as to Form:

By:   
Senior Assistant City Attorney

Date: 12/31/19

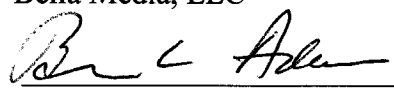
Approved:

By:   
Mary McCoy, Finance Director

Date: 1/23/20

Contractor:

Bella Media, LLC

By:   
Bruce Adams, Owner

Date: 1/2/2020