Item#_20-0464 Contract No.18-0728

CITY OF SANTA FE CONTRACT AMENDMENT No. 3

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Studio X, Inc., 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 3, Compensation, is hereby amended to read as follows:

3. Compensation.

3. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of **one hundred** twenty five thousand dollars (\$125,000), such compensation not to exceed \$125,000, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement #18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed four hundred thirty two thousand forty-eight dollars and forty four cents (\$432,048.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on June 30, 2021, unless terminated pursuant to the Contract. There is an option to renew for one additional year. In the event that the e-newsletter is brought in-house,

30 notice will be provided, and the rate will reduce by \$2,500/month.

All other articles of this contract 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.

| Ву: | City of Santa Fe: Alan Webber, Mayor | Dat | _{e:} Sep 16, 2020 |
|-----|--|--------------|----------------------------|
| By: | Attest: yeranda y. Jigil Yolanda Y. Vigil, City Clerk | Dat o | Sep 17, 2020 <i>GC</i> |
| Ву: | City Attorney's Office: Marcos Martinez Marcos Martinez (Sep 15, 2020 11:02 MOT) Senior Assistant City Attorney | Date | Sep 15, 2020 |
| Ву: | Approved for Finances: Many McCoy, Finance Director | Date | Sep 16, 2020 |
| Ву: | Contractor: See Attached Kyle Langan, Owner | Date | : |

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-15743500-1

Business License Number: #20-00056644

BU/Line Item: 2130521.510310

30 notice will be provided, and the rate will reduce by \$2,500/month.

All other articles of this contract 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: |
| | Attest: | |
| Ву: | Yolanda Y. Vigil, City Clerk | Date: |
| | Approved as to Form: | The state of the s |
| Ву: | Erin K. McSherry, City Attorney | Date: |
| | Approved: | |
| By: | Mary McCoy, Finance Director | Date: |
| Ву: | Contractor: | |
| | Kyle Dangan, Owner | Date: 6/6/90 |

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-15743500-1

Business License Number: #20-00056644

BU/Line Item: 2130521,510310 AL



To: Public Works Committee, Finance Committee, City Council

CC: Jarel Lapan-Hill, City Manager

From: Randy Randall, Tourism Santa Fe Director /S/

Date: March 27, 2020

Re: Contract Amendment #3 for Studio X

ITEM:

Request for approval of Amendment #3 to the Professional Services Agreement with Studio X, Inc. for FY 2021. The amount for this amendment is \$125,000 including, GRT and will be available on July 1, 2019.

BACKGROUND AND SUMMARY:

Studio X was selected to continue as the website vendor for TSF via RFP '18/31/P. FY2021 will be the third year of a four-year contract. The purpose of this amendment is to extend the term and to increase the compensation amount for FY2021.

REQUESTED ACTION:

Approval of Amendment #3 to the Professional Services Agreement with Studio X, Inc. Funds will be taken from 2130521.561850 for \$125,000.00 including GRT.



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

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

| 1 FOR: ORIGI | NAL CONTRACT | or CONTRACT | AMENDMENT | . b | | |
|---------------------|-----------------------------|-----------------------|---------------------------------------|-------------------|---------|------------------|
| 2 Name of Cor | ntractor Studio X., Inc. | | | | | |
| 3 Complete inf | ormation requested | | | | P | Plus GRT |
| Origina | al Contract Amount: | - | \$150,000.00 | | ۲ | Inclusive of GR |
| Termir | nation Date: | June 30, 2 | 019 | | | |
| P | Approved by Council | Date: | June | 27, 2018 | | |
| ٢ | or by City Manager | Date: | | | | |
| contract is for: TS | 6F Website FY 2019 Service | | | | |] |
| Amend | ment # 3 | | | | | J |
| | se/(Decrease) Amount \$ | | | | | |
| | Termination Date to: | | | | | |
| Γ | Approved by Council | - | <u> </u> | | | |
| Γ | or by City Manager | Date: | | | | |
| mendment is for: | TSF Website Services for | FY 2021 | · · · · · · · · · · · · · · · · · · · | | | |
| 4 History of Co | ntract & Amendments: (o | ption: attach spread: | sheet if multip | e amendments) | J | Plus GRT |
| Amount \$ <u>6</u> | ,500.00 of original (| | 728 | Termination Date: | | Inclusive of GRT |
| Amount © 1 | Reason: CCC Update: | | | | · | |
| 7ount \$ _1. | Reason: FY 2020 Serv | it# <u>2</u> vices | | Termination Date: | 6/30/20 |)20 |
| Amount \$ | amendmen | nt # | | Termination Date: | | |
| | Daaa | | | | | |
| - | D | | | | | |
| Total of Origi | nal Contract plus all ameno | Iments: \$ \$457,04 | 8.44 | | | |



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

| | Troculement method of Original Contract: | (complete one of | the lines) | | |
|-------|--|--------------------|-------------------|------------------|----------|
| | RFP# 18/31/P | | Date: | February 1, 2018 | |
| | RFQ [| | | | |
| | Sole Source | | | | |
| | Other | | | | |
| 6 | Procurement History: 3 of 4 years | | | | _ |
| | example: (First year of 4 year contract) | | | · | |
| | Frair Dunaway (Alex 3, 2020 08:16 MDT) | | | | |
| | Purchasing Officer Review | | | | |
| | ITB Issued- year | 3 of a 4 year co | ntract | | |
| | Comments or Exceptions: | | | | |
| 7 | Funding Source: CVB Service Contracts | | | | _ |
| | Alexis Lotero Alexis Lotero (10) 31, 2020 (6:09 MOT) | | | 2130521.51031 | <u>U</u> |
| | Alexis Latera (Jul 31, 2020 LG:09 MDT) | | | | |
| | Budget Officer Approval | | | | |
| | Commando on Process | | | | |
| | Comments or Exceptions: | | | | |
| 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- | Rougemont | | |
| | Phone # x6210 | | | | - |
| 10 | Certificate of Insurance attached. (if original C | ontract) 🛱 | | | |
| Sub | mit to City Atta | | | | |
| Fon | mit to City Attorney for review/signature | | | | |
| Pote | vard to Finance Director for review/signature | | | | |
| 1/6((| irn to originating Department for Committee(s) and approval (depending on dollar level) | review or forwa | rd to City Manage | er for review | |
| a | nd approval (depending on dollar level). | | · ,g. | | |
| To b | e recorded by City Clerk: | | | | |
| Cont | ract # | | | | |
| Date | of contract Executed (i.e., signed by all parties): | · | | | |
| Note | If further information needs to be included, attach | a separate mem | o. | _ | |
| | ments: | • | - | | |

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

| Contractor N | ame: <u>Studio X, Inc.</u> |
|---|---|
| Procurement | Title: Santa Fe Tourism Website & Digital Services, Amendment #3 |
| Solicitation R | FP#: <u>'18/31/P</u> |
| Department f | Requesting/Staff Member_TOURISM Santa Fe/Jordan Guenther |
| A procurement shall contain to and all other of The procurem | Requirements: In the file shall be maintained for all contracts, regardless of the method of procurement. The procurement file the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. ent shall contain a written determination from the Requesting Department, signed by the purchasing for the contract award decision before submitting to the Committees |
| REQUIRED DO | OCUMENTS FOR APPROVAL BY PURCHASING* |
| | Approved Procurement Checklist (by Purchasing) Departments Recommendation of Award Memo addressed to Finance Evaluation Committee Report BAR FIR |
| | Contract, Agreement or Amendment Current Business Registration and CRS numbers on contract or agreement Summary of Contract Certificate of Insurance Other: |
| Department Re | p Printed Name and Title Fox Jordan Gottler p Signature attesting that all information included |
| Frant Dunaway (A 👣 a. 2020 (| 96:16 MOT) |
| | CUMENTS FOR RFP FILE* All in Original file |
| | Final RFP Document Copy of legal solicitation published in the newspaper, website, etc. All addendums Plan holders list Copies of all RFP submittals Complete evaluation score sheets Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications 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: |
|--------------|---------------|---|
| AWA | RD* | |
| 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: |
| DISCLO | OSURES 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: |
| CONTR YES | RACT* | Copy of Executed Contract Copy of all documentation presented to the Committees Finalized Council Committee Minutes Other: |
| MISCE | LLANEC | ous file in Original fill |
| YES | | 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.

| PROT | EST (If a | pplicable)* |
|------------------|-------------------------|---|
| YES | N/A H H H H | 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 sensit | a sepa ive, con | arate file folder which may contain any documents with trade secrets or other competitively fidential or proprietary information. |
| YES | N/A | Original proposal (s) with no redactions |
| Depart | ment Re | Printed Name and Title FOR Joidan Gwenifler |
| Departi | ment Ke _l | p Signature attesting that all information included |

| ACORD |
|-------|
| |

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not

| comer using to me certuicate in | loider in lieu of such endorseme | ent(s). | | | |
|---|----------------------------------|--------------------------|-----------------------------------|---------------------------------------|----------------|
| PRODUCER HUB INTERNATIONAL INS SVCS | INC/PHS | CONTACT NAME: | | · · · · · · · · · · · · · · · · · · · | |
| 34350945 The Hartford Business Service Cen | | PHONE (A/C, Mo, Ext): | (866) 467-8730 | FAX (A/C, No): | (888) 443-6112 |
| 3600 Wiseman Blvd San Antonio, TX 78251 | | E-MAIL ADDRESS: | | | |
| INSURED | | | INSURER(S) AFFORDING COVERAGE | | NAICE |
| STUDIO X INC | | INSURER A: | Hartford Fire Insurance Company | | 19682 |
| 805 EARLY ST STE B206 | | INSURER B : | Hartford Casualty Insurance Compa | ny | 29424 |
| SANTA FE NM 87505-1617 | | INSURER C: | | | |
| | | INSURER D : | | | |
| | | INSURER E : | | | |
| | | INSURER F: | | | |
| COVERAGES | CERTIFICATE NUMBER: | <u> </u> | BENGON NIMBER | | |
| THIS IS TO CERTIEY THAT THE OOL | ICICC OF WAYER AND A COMME | | REVISION NUMBER | | |

THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN

| COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X General Liability A GENL AGGREGATE UNIT APPLIES PER POLICY POLICY PRODUCTS - COMPADP AGG \$2,000,000 AUTOS ALTOS AUTOS | INSI | | ADDL | SUBR | 001101111 | POLICY EFF | POLICY EXP | PAID CLAIMS. | |
|---|------|---|------------|-------|--------------------------------|----------------------|--------------------|-----------------------------|-------------|
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| OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below A EMPLOYMENT PRACTICES LIABILITY 34 WEC AX8414 02/26/2020 02/26/2021 E.L. DISEASE -EA EMPLOYEE \$100,000 E.L. DISEASE -POLICY LIMIT \$500,000 02/26/2021 Each Claim Limit Aggregate Limit \$5,000 | | AND EMPLOYERS: LIABILITY ANY | | | | | | | |
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| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remerce Schedule Combandation of Aggregate Limit \$5,000 | | | | | 34 SBA ES0550 | 02/26/2020 | 02/26/2021 | | \$5,000 |
| hose usual to the insured's Operations. | | | PHICLES | /AC09 | 0.004 Additional Demokratic | | | Aggregate Limit | \$5,000 |
| | Thos | e usual to the Insured's Operations. | ********** | (ACCA | 3 101, Modimontal Memarica Sch | iedule, may be attac | hed if more space: | is required) | |

| City of Santa Fe Tourism Department PO BOX 909 SANTA FE NM 87504-0909 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|---|---|
| | Susan S. Castanuda |



March 27, 2020

City of Santa Fe Tourism Department PO BOX 909 SANTA FE NM 87504-0909

Account Information:

Policy Holder Details: STUDIO X INC



Business Service Center

Business Hours: Monday - Friday (7AM - 7PM Central Standard Time)

Phone: (866) 467-8730 Fax: (888) 443-6112

Email: agency.services@thehartford.com Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



City of Santa Fe

Treasury Department 200 Lincoln Ave.

Santa Fe, New Mexico 87504-0909 505-955-6551

Business Name: STUDIO X INC. DBA: STUDIO X INC.

Business Location: 805 EARLY ST B 206 SANTA FE, NM 87505

Owner: DAVID BROWNLOW

License Number: 222435

Issued Date: March 18, 2020

Expiration Date: December 31, 2020

CRS Number: 02239780009

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: \$35.00

805 EARLY ST B SANTA FE, NM 87501 STUDIO X INC.

APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

ACTION SHEET ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 08/19/2020 FOR CITY COUNCIL MEETING OF 09/09/2020

ISSUE:

Request for Approval of Contract Amendment #3 with Studio X in the amount of \$125,000 for Website Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:

Finance Committee (scheduled): 08/17/2020 Quality of Life Committee (scheduled): 08/19/2020

Governing Body (scheduled): 09/09/2020

QUALITY OF LIFE COMMITTEE ACTION: approved on consent

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:

Governing Body

| VOTE | FOR | AGAINST | ABSTAIN |
|---------------------------|-----|---------|---------|
| CHAIRPERSON ROMERO-WIRTH | х | | |
| COUNCILOR VILLARREAL | х | | |
| COUNCILOR RIVERA | х | | |
| COUNCILOR GARCIA | x | | |
| COUNCILOR CASSUTT-SANCHEZ | х | | |

ACTION SHEET ITEM FROM FINANCE COMMITTEE MEETING OF 08/31/2020 FOR CITY COUNCIL MEETING OF 09/09/20

g) Request for Approval of Contract Amendment #3 with Studio X in the amount of \$125,000 for Website Services, for FY21. (Randy Randall, Tourism Director, rrandall@santafenm.gov, 955-6209)

COMMITTEE REVIEW:

Quality of Life Committee (scheduled): 08/19/2020 Finance Committee (scheduled): 08/31/2020 Governing Body (scheduled): 09/09/2020

FINANCE COMMITTEE ACTION:

Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

| FOR | AGAINST | ABSTAIN |
|-----|-------------|-------------------------------|
| X | | ABOTAIN |
| X | | |
| X | | |
| X | | |
| X | | |
| | FOR X X X X | FOR AGAINST X X X X X X |

3-19-18

Contract No.18-0728

CITY OF SANTA FE CONTRACT AMENDMENT No. 2

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, hereinafter referred to as the "City," and Studio X, Inc., 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 3, Compensation, is hereby amended to read as follows:

3. <u>Compensation</u>.

Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation at the rate of one hundred fifty thousand dollars (\$150,000), such compensation not to exceed \$150,000, including gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the City to the Contractor.

The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed three hundred seven thousand forty eight dollars and forty four cents (\$307,048.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

5. Term.

THIS CONTRACT AS AMENDED BY THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY OR A SPECIFIED DATE WHICHEVER IS LATER. This Contract as amended shall terminate on June 30, 2020, unless terminated pursuant to the Contract. There is an option to renew for up to two additional years. In the event that the e-newsletter is brought in-

house, 30 notice will be provided, and the rate will reduce by \$2,500/month.

All other articles of this contract 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.

| Ву: | City of Santa Fe: Alan Webber, Mayor | Date: 6/13/19 |
|-----|--|----------------------|
| Ву: | Attest: Yolanda Y. Vigil, City Clerk Le mig. 8/12/2/19 | Date: <u>6-25-19</u> |
| Ву: | Approved as to Form: Erin K. McSherry, City Attorney | Date: 5/10/19 |
| Ву: | Approved: | Date: (2/13/19 |
| By: | Contractor: Kyle Langan, Owner | Date: 6 25 19 |

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: #03-15743500-1

Business License Number: #19-00056644

BU/Line Item: 22108.510310

Contract No.18-0728

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 Studio X, Inc. 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.

The Contractor shall provide the following services (list only those services that are being amended or added):

- K. Incorporating SFCCC into SantaFe.org PHASE I
 - 1) Create new pages and templates on Santafe.org
 - 2) Create new Navigation
 - Move existing (or updated) content from SFCCC website into new pages
 - 4) Adjust programming of calendar
 - 5) Make new larger occupancy chart (clickable)
 - 6) Embed 5D Imaging (will be implemented on current site and moved over)
 - 7) Create new slideshows from photos on Barberstock
 - 8) Point the domain name to this "Landing Page" or microsite
 - 9) Add call-to-action phone & email under header slide (or photo)

2. Compensation.

A. Under this Agreement, the City shall pay to the Contractor in full payment for services rendered additional compensation of \$6,500.00, such compensation not to exceed \$6,500.00, plus gross receipts tax in the amount of \$548.44.

The total amount payable to the Contractor under Agreement # 18-0728 and all Amendments to this Agreement, including gross receipts tax and expenses, shall not exceed One Hundred Fifty Seven Thousand Forty Eight Dollars and Forty Four cent (\$157,048.44). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to

provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

All other articles of this contract 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.

| Ву: | City of Santa Fe: Alan Webber, Mayor | Date: 2. 7. 20/9 |
|-----|---|-----------------------|
| Ву: | Yolanda Y. Vigil City Clerk Cc mag. 130/2019 | Date: 2.7-19 |
| Ву: | Approved as to Form: MDM Erin K. McSherry, City Attorney | Date: 14/18 |
| Ву: | Approved: | Date: <u>02/04/19</u> |
| Ву: | Contractor: Studio X, Inc Yellow Rossler, Owner, Kyle Langan | Date: 02/08/19 |

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

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. <u>SCOPE OF SERVICES</u>

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
- 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

- 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.
- 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)

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,

^{*}Content is provided by TSF and partners

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. <u>COMPENSATION</u>

- 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. <u>CONFIDENTIALITY</u>

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. <u>CONFLICT OF INTEREST</u>

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. <u>INDEMNIFICATION</u>

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. <u>NEW MEXICO TORT CLAIMS ACT</u>

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. <u>RECORDS AND AUDIT</u>

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. <u>AMENDMENT</u>

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. <u>SEVERABILITY</u>

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:

13

ALANWEBBER,

MANUT BRUWN,

CONTRACTOR: Studio X, Inc.

MAYOR

VICE PRESIDENT, WEB DEV.

DATE: 7518

CRS#: <u>03-15743500-1</u> City of Santa Fe Business Registration # 18-00056644

ATTEST:

crag. Gizmis

GENO ZAMORA, INTERIM CITY ATTORNEY

APPROVED:

1-3-1

INTERIM FINANCE DIRECTOR

APPROVED AS TO FORM:

Signature: Geralyn Cardenas

Geralyn Cardenas (Sep 16, 2020 13:32 MDT)

Email: gfcardenas@santafenm.gov

GB TOURISM 20-0464 Studio X, Inc - not executed

Final Audit Report 2020-09-17

Created: 2020-09-15

By: YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)

Status: Signed

Transaction ID: CBJCHBCAABAAzqjecxSD-K7a-iwl0-daVXzamxDeJs0y

"GB TOURISM 20-0464 Studio X, Inc - not executed" History

- Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us) 2020-09-15 9:31:53 PM GMT- IP address: 63.232.20.2
- Document emailed to Mary McCoy (mtmccoy@santafenm.gov) for signature 2020-09-15 9:34:41 PM GMT
- Email viewed by Mary McCoy (mtmccoy@santafenm.gov) 2020-09-16 7:06:40 PM GMT- IP address: 104.47.64.254
- Document e-signed by Mary McCoy (mtmccoy@santafenm.gov)
 Signature Date: 2020-09-16 7:07:41 PM GMT Time Source: server- IP address: 63.232.20.2
- Document emailed to Geralyn Cardenas (gfcardenas@santafenm.gov) for signature 2020-09-16 7:07:44 PM GMT
- Email viewed by Geralyn Cardenas (gfcardenas@santafenm.gov) 2020-09-16 7:32:31 PM GMT- IP address: 104.47.64.254
- Document e-signed by Geralyn Cardenas (gfcardenas@santafenm.gov)
 Signature Date: 2020-09-16 7:32:59 PM GMT Time Source: server- IP address: 63.232.20.2
- Document emailed to Alan Webber (amwebber@santafenm.gov) for signature 2020-09-16 7:33:02 PM GMT
- Email viewed by Alan Webber (amwebber@santafenm.gov) 2020-09-16 7:33:22 PM GMT- IP address: 63.232.20.2
- Document e-signed by Alan Webber (amwebber@santafenm.gov)

 Signature Date: 2020-09-16 7:33:53 PM GMT Time Source: server- IP address: 63.232.20.2



- Document emailed to Yolanda Vigil (yyvigil@santafenm.gov) for signature 2020-09-16 7:33:56 PM GMT
- Email viewed by Yolanda Vigil (yyvigil@santafenm.gov) 2020-09-17 2:06:27 PM GMT- IP address: 104.47.64.254
- Document e-signed by Yolanda Vigil (yyvigil@santafenm.gov)

 Signature Date: 2020-09-17 2:06:44 PM GMT Time Source: server- IP address: 63.232.20.2
- Agreement completed. 2020-09-17 - 2:06:44 PM GMT