



City of Santa Fe, New Mexico

Memorandum



DATE: August 23, 2024

TO: Governing Body
Finance Committee
Quality of Life

FROM: Randy Randall, TSF Executive Director/Interim CD Director 
Randy Randall (Sep 11, 2024 13:25 MDT)

ITEM AND ISSUE:

Request for the Approval of Amendment One of Item #22-0360 for a Contract Total Amount of \$545,000 for TSF Public Relations Services for the full term of the contract FY23 – FY27; Lou Hammond; Randy Randall, rrandall@santafenm.gov. 505955-6209.

COMMITTEE REVIEW:

Quality of Life 9/18/2024
Finance 9/23/2024
Governing Body 9/25/2024

BACKGROUND AND SUMMARY:

Lou Hammond provides the public relations services to Tourism Santa Fe through RFP 22/37/P for Term FY23 - FY27. This amendment one request is to increase the compensation by \$5,000 per year for the remainder of the term (FY25-FY27) to account for inflationary costs and travel expense.

PROCUREMENT METHOD:

RFP #22/37/P

CONTRACT NUMBER:

3203513

FUNDING SOURCE:

FY25 funding source is \$5,000

Fund Name/Number: Lodgers Tax Fund/Fund 213

Munis Org Name/Number: Visit Santa Fe/2130521

Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:

TOURISM Santa Fe respectfully requests your review and approval.

**CITY OF SANTA FE
AMENDMENT No.1 TO
Professional Services Contract
ITEM#22-0360**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Professional Services CONTRACT, dated July 28, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Lou Hammond Group (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 Contract, Contractor has agreed to provide the City with a National Public Relations strategy .

B. Pursuant to Article 13 of the Contract, 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 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of Fifteen Thousand Dollars (\$15,000.00) so that Article 2, paragraph A reads in its entirety as follows:

The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses., shall not exceed Five Hundred Forty-Five Thousand Dollars (\$545,000.00) for the term of this Agreement.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates

set forth below.

CITY OF SANTA FE:


Alan Webber (Sep 27, 2024 10:54 MDT)

ALAN WEBBER, MAYOR

DATE: Sep 27, 2024

CONTRACTOR:

Lou Hammond Group

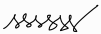

Lou Hammond (Aug 22, 2024 10:47 EDT)

LOU HAMMOND, CHARMAN/FOUNDER

DATE: Aug 22, 2024
CRS#03-294385-00-7

Registration #227318

ATTEST:



GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 09/25/2024 X/V

CITY ATTORNEY'S OFFICE:


Patricia Feghali (Aug 22, 2024 08:50 MDT)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:


ALEXIS LOTERO (Aug 27, 2024 11:54 MDT)

EMILY OSTER, FINANCE DIRECTOR

Item# 22-0360

Munis Contract# _____

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and Lou Hammond Group, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as a Public Relations firm for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of four years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services-for the City:

Strategy:

- A. Collaborate with Tourism Santa Fe (TSF) to develop a multi-year National Public Relations strategy that will:
 - 1) integrate TSF's public relations with paid and owned media plans;
 - 2) organically inspire targeted journalists and influencers;
 - 3) forge strong, positive relations with journalists, editors and producers;
 - 4) optimize digital branded content and trends with TSF's available creative assets;and

- 5) be updated on an annual basis, or as requested by TSF, to improve key performance metrics and apply the latest media relations trends, key lessons learned, and databased assessments.
- B. Through a storytelling approach, develop compelling key messaging that personifies Santa Fe's brand platform – *cultural courage* – and secure third-party validation of the brand promise.
- C. Actively and regularly participate in marketing strategy and marketing campaign team sessions with TSF to provide recommendations and glean public relations opportunities, as directed by TSF.
- D. Propose an annual action plan incorporating an editorial pitching calendar and other scheduled media relations tactics, including but not limited to, media missions, familiarization tours, and public relations campaigns.
- E. Incorporate the following strategic principles:
 - 1) Embed The City Different's *Brand Beliefs and Traits* into the public relations strategic framework.
 - 2) Integrate TSF paid and owned marketing strategies, as well as optimize branded content.
 - 3) Propose, develop, utilize and pitch evergreen content to leverage current events and HARO (Help a Reporter Out) for increased earned media, as appropriate.
 - 4) While considering TSF's media mix, target audiences, and creative development, assess and prioritize national, regional and interest-based media to realize public relations potential.
 - 5) Maximize earned media opportunities unique to Santa Fe. Some examples may include:
 - a) Significant tourism product centennials/anniversaries/milestones;
 - b) Native American Art and Culture year-round offerings and seasonal annual events;
 - c) Outdoor recreation offerings and spa/wellness offerings.

Media Relations:

- A. Draft pitches, press releases and other communication pieces as agreed upon and approved by TSF, incorporating branded content as appropriate.
- B. Manage distribution of communication pieces and track media relations activity; improve back-linking and other SEO (Search Engine Optimization) efforts.
- C. Make recommendations to showcase top-tier earned media for owned consumer-facing digital platforms.
- D. Forge new and steward existing media relations in collaboration with TSF.
- E. Coordinate with TSF to communicate with influencers, journalists, editors, and producers to develop relationships and inspire coverage through social media and other digital engagement platforms.
- F. Secure quality earned media impressions to strengthen Santa Fe's positioning amongst competitor markets.

- G. Execute public relations tactics and collaborate with tourism industry partners as agreed upon with TSF, including but not limited to, media missions, familiarization tours, and public relations campaigns.
- H. Coordinate and assist with all individual and group media familiarization tours. This includes:
 - 1) Developing target media list,
 - 2) Recruiting media participants who will deliver coverage in top tier national and regional publications with extraordinarily high circulation,
 - 3) Designing invitations,
 - 4) Managing responses and communications with participants,
 - 5) Making flight/transportation arrangements, and
 - 6) Preparing a press trip itinerary for participants.
- I. Coordinate and schedule media desk side tour appointments in various U.S. cities/media markets for TSF Staff. On occasion agency may be asked to accompany TSF Staff on appointments.
- J. In collaboration with TSF, develop a HARO query plan to optimize TSF's utilization of HARO keyword inquiries and support pitching efforts to HARO regularly.

Reporting & Performance Measures:

- A. Propose incremental annual goals and key performance indicators, to include impressions and value, positive sentiment, search engine optimization, share of voice, media quality score, and conversion metrics.
- B. Provide ongoing strategic recommendations established from monthly and quarterly metrics and analytics assessment.
- C. Track and report all articles developed and assisted by TSF. Deliver a monthly media coverage report that would include the following for each piece of coverage:
 - 1) publication name,
 - 2) clip/copy of coverage,
 - 3) publication date,
 - 4) electronic link to coverage (if available), and
 - 5) media value and circulation or impressions.
- D. Provide monthly reports on all media assistance, communications, contacts and results from pitch communications and press releases on behalf of TSF.
- E. TSF may request custom reporting as necessary throughout the contract term.

2. Standard of Performance; Licenses.

- A. The Contractor represents that Contractor possesses the personnel, 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.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON DELIVERABLES, such compensation not to exceed five hundred thirty thousand dollars (\$530,000), excluding gross receipts tax. The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed \$530,000. 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.

Payment shall be rendered as follows:

- 1) ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) in FY23.
- 2) ONE HUNDRED THIRTY-ONE THOUSAND DOLLARS (\$131,000) in FY24.
- 3) ONE HUNDRED THIRTY-SEVEN THOUSAND DOLLARS (\$137,000) in FY25.
- 4) ONE HUNDRED THIRTY-SEVEN THOUSAND DOLLARS (\$137,000) in FY26.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. 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.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on JUNE 30, 2026, unless terminated pursuant to paragraph

4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

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. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately 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. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

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. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. 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.

11. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered

into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, sec. 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

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.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. 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.

24. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: [Jordan Guenther, 201 W. Marcy Street, Santa Fe, NM 87501 and
jguenther@santafenm.gov]

To the Contractor: [Lou Hammond, Lou Hammond Group, 145 King Street, Suite 411, Charleston, SC, 29401].

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

29. Non-Collusion.

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of

the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:



ALAN WEBBER, MAYOR

DATE: Jul 28, 2022



Lou Hammond (Jul 27, 2022 15:43 EDT)

LOU HAMMOND, CHAIRMAN/FOUNDER


DATE: Jun 27, 2022

CRS#: 03-294385-00-7

Santa Fe Business License # 227318

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK 
GB MTG 07/27/2022

CITY ATTORNEY'S OFFICE:


ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED FOR FINANCES:



Alexis Lotero (Jul 28, 2022 15:59 MDT)

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

VSF. Service Contracts/2130521.510310 

CITY OF SANTA FE PROCUREMENT CHECKLIST



Contractor Name: Lou Hammond Group

Procurement/contract Title: TSF Public Relations

Procurement Method/Vehicle: ☐ Sole Source ☐ State Price Agreement/Existing ☐

Cooperative ☒ Request For Proposals(RFP) ☐ Invitation To Bid (ITB) ☐ Exempt: 13-1-98

☐ Small Purchase (Contract Under \$60,000) ☐ Other: _____

Requesting Department: TOURISM Santa Fe Staff Name: Shirley Spencer

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Written Determination (srvs)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quote(s) (3 Valid & Current for Over 20k)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RFP - Confidential info to be provided to GB by CPD Buyer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB (include bid tab)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance (srvs)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, page, and items to be purchased)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contract (only on contracts)			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Santa Fe Business Registration (or Exemption if no tax)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report (RFPs only)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)			

Shirley Spencer
Department Point of Contact

Admin Mgr. 8/23/2024
Title Date

Bandy Randall
Bandy Randall / Aug 23, 2024 13:03 MDT
Department Director

08/23/24

Shirley Spencer
Chief Procurement Officer

Date
Aug 26, 2024
Date

ITT Representative

Title Date

CoSF

Version 3 12.1 2023



City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203513

Procurement # (RFP/ITB# If any):

Contractor: Lou Hammond Group

Procurement Method/Vehicle

Small Purchase ☐

RFP ☒

ITB ☐

Sole Source ☐

GSA ☐

Cooperative ☐

Exempt ☐

SWPA/Existing ☐

Description/Title: TSF Public Relations

Contract: ☐

Agreement: ☐

Lease/Rent: ☐

Amendment: ☒

Term Start Date: July 28, 2022

Term End Date: June 30, 2026

Total Contract Amount: 545,000

☐ Approved by Council (If over the City Manager's approval threshold you must go through GB)

Contract / Lease:

1.b Amendment #: One to the Original Contract/Lease # 22-0360

Increase/(Decrease) Amount \$: Increase by \$15,000 per year (FY25, FY26 & FY27)

Extend Expiration Date to:

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason)

Date:

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
22-0360 530,000 Term: FY23-FY27
Amend One Pending

3. **Procurement History:**

Shirley Spencer

Purchasing Officer Review:

Aug 26, 2024

Date:

Comment & Exceptions:

4. **Funding Source:** VSF/Service Contracts (FY25 \$5,000)

Andy Hopkins

Budget Officer Approval:

Org / Object: 2130521.510310

Aug 23, 2024

Date:

Comment & Exceptions:

5. **Grant History** (if applicable):

Grants Administrator Approval:

Date:

Staff Contact who Completed This Form: Shirley Spencer

Phone #: 6208

To be recorded by City Clerk:

Email: sjspencer@santafenm.gov

Clerk #

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date

The City of Santa Fe
AND
TOURISM Santa Fe (TSF)

REQUEST FOR PROPOSALS (RFP)

**Santa Fe Communications/Public Relations Contract for
TOURISM Santa Fe**



RFP#
22/37/P

RFP Release Date: 4/1/22

Proposal Due Date: 5/11/22

ELECTRONIC-ONLY PROPOSAL SUBMISSION

From: [GUENTHER, JORDAN](#)
To: [SPENCER, SHIRLEY J.](#)
Subject: FW: [DETERMINATION REQUESTED] Santa Fe Public Relations SOW for Contract- FD 2/25/22
Date: Wednesday, August 14, 2024 3:43:24 PM
Attachments: [Public Relations SOW FY23 DRAFT.docx](#)
[Electronic Only RFP Template Version4.1 .13 .22 .docx](#)
[image001.png](#)
[image002.png](#)

I think this may be it??



From: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Date: Friday, February 25, 2022 at 1:23 PM
To: GUENTHER, JORDAN <jguenther@santafenm.gov>, HERRERA, RAYMOND R. <rrherrera@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>, HUDSON, JOANNE G. <jghudson@santafenm.gov>, ROMERO, VALERIE E. <veromero@santafenm.gov>
Subject: RE: [DETERMINATION REQUESTED] Santa Fe Public Relations SOW for Contract- FD 2/25/22

Good afternoon Jordan,

The attached SOW "*Public Relations Consultants to assist Tourism Santa Fe in further Defining & Meeting the City's Tourism Promotion Goals*" has been determined "**professional services**" and shall be procured as RFP.

Yes the lasted RFP template is attached. Thank you!

Fran Dunaway, CNMB, CPO

Chief Procurement Officer
Finance Department/Procurement Division
City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501
Office Phone: (505) 955-6432
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded." A. Lincoln

From: GUENTHER, JORDAN <jguenther@santafenm.gov>

Sent: Wednesday, February 23, 2022 12:42 PM

To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>; HERRERA, RAYMOND R. <rrherrera@santafenm.gov>

Cc: RANDALL, RANDY <rrandall@santafenm.gov>; HUDSON, JOANNE G. <jghudson@santafenm.gov>; ROMERO, VALERIE E. <veromero@santafenm.gov>

Subject: [DETERMINATION REQUESTED] Santa Fe Public Relations SOW for Contract

Hello Fran,

We're currently in the fourth and final year in our contract with our Public Relations Agency so I'd like to get a jumpstart on the RFP process for FY23.

I've attached the Draft SOW that I'd like to use to build out the RFP, but I wanted to first make sure that I sent your way for final determination on process. Annually, this contract is budgeted for \$120,000 - \$130,000 and I'd like to issue the new contract for 4 years.

I've also attached what I believe to be the most up-to-date RFP template. Can you confirm that this is correct, please?

Thanks a bunch!!



Created with h-hello me



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: LOU HAMMOND & ASSOCIATES INC
DBA: LOU HAMMOND & ASSOCIATES
INC

Business Location: 900 3RD AVE STE 200
NEW YORK, NY 10022

Owner: LOU HAMMOND

License Number: 227318

Issued Date: August 09, 2024

Expiration Date: August 09, 2025

CRS Number: 03294385007

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

LOU HAMMOND & ASSOCIATES INC
900 3RD AVE STE 200
NEW YORK, NY 10022

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2024

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(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
100 Brigade Street, 2nd Floor
Charleston SC 29403

CONTACT
NAME:PHONE
(A/C, No, Ext): 843-725-1930FAX
(A/C, No):E-MAIL
ADDRESS: certificates@MarshMMA.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Hartford Underwriters Insurance Company

30104

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Lou Hammond and Associates, Inc.
145 King Street
Ste 411
Charleston SC 29401

LOUHAMMOND

COVERAGES

CERTIFICATE NUMBER: 1402090572

REVISION NUMBER:

THIS IS TO CERTIFY 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 REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			22SBABH6DFE	7/12/2024	7/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			22SBABH6DFE	7/12/2024	7/12/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A				PER STATUTE OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EPLI			22SBABH6DFE	7/12/2024	7/12/2025	Each Claim Limit 25,000 Aggregate Limit 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Sante Fe
Conventions & Visitors Bureau
201 West Mercy St.
Sante Fe NM 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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24-0581 Lou Hammond Group

Final Audit Report

2024-09-30

Created:	2024-09-27
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwHj4K6ye7JyLMDK8Z0J_nHyY3bIKXYv9

"24-0581 Lou Hammond Group" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2024-09-27 - 3:45:36 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2024-09-27 - 3:49:02 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2024-09-27 - 4:09:04 PM GMT- IP address: 104.28.111.172
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2024-09-27 - 4:54:07 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature
2024-09-27 - 4:54:12 PM GMT
-  Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
2024-09-30 - 4:55:41 PM GMT- IP address: 174.218.18.47
-  Document e-signed by GERALYN CARDENAS (gfcardenas@santafenm.gov)
Signature Date: 2024-09-30 - 4:56:00 PM GMT - Time Source: server- IP address: 174.218.18.47
-  Agreement completed.
2024-09-30 - 4:56:00 PM GMT