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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 6 Ordinance/Resolution # 14-15-016

For Meeting of _____
 (Ordinance First Reading Date)

For Meeting of September 2, 2014
 (Adoption Date)

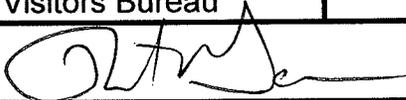
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION APPROVING A SERVICE AGREEMENT FOR EVENT COORDINATION AND LOGISTICS PLANNING FOR THE LAS CRUCES COUNTRY MUSIC FESTIVAL WITH HELPING HANDS EVENT PLANNING, LLC OF LAS CRUCES, NEW MEXICO IN THE AMOUNT OF \$13,500, PLUS APPLICABLE NEW MEXICO GROSS RECEIPTS TAX, PLUS DIRECT EXPENSES FOR A TOTAL AWARD NOT TO EXCEED \$125,000 FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS AND ANNUAL RENEWAL.

PURPOSE(S) OF ACTION:

To procure logistic services for the Las Cruces Country Music Festival.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Phil San Filippo	<u>Department/Section:</u> Community & Cultural Services / Convention & Visitors Bureau	<u>Phone:</u> 541-2166
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

The Las Cruces Convention & Visitors Bureau (CVB), in conjunction with the Purchasing Section, solicited a request for proposal (RFP) for a provider that could manage the logistical needs of the 2015 Country Music Festival; including receipt of income from vendors, sponsors and merchandise; and disperse funds for entertainment, sanitation, security, and other services.

The RFP was posted on July 4, 2014 and closed on July 22, 2014. The RFP was sent to 13 potential respondents with only Helping Hands Event Planners, LLC (Helping Hands) submitting a bid by the established deadline. Helping Hands' proposal was evaluated and determined to be a qualified respondent to provide the required services. Helping Hands is a local company with a history of coordinating many of the area's main events. The Las Cruces Country Music Festival is a weekend of activities celebrating the Country lifestyle. This is a unique and exciting event that is enjoyed by local residents as well as tourists. It has greatly evolved over the last

(Continue on additional sheets as required)

two years and 2015 will bring the festival to a higher level. The event has received substantial media coverage throughout the US and continues to be seen as a very significant way of showcasing Las Cruces. The long-term goal is to make the event self-sustaining within the next five to seven years.

The budgeted \$125,000 includes a fee of \$13,500 to Helping Hands plus the cost of entertainment, staging, lighting, and other logistical necessities. The entire Las Cruces Country Music Festival will be paid from the CVB Fund, which is entirely funded by Lodger's Tax revenue and contains no City General Fund monies.

Staff is proposing the 2015 event be held April 24 – 26, 2015.

SUPPORT INFORMATION:

1. Exhibit "A", Purchasing Manager's Request to Contract.
2. Exhibit "B", Service Agreement.

SOURCE OF FUNDING:

Is this action already budgeted?	Yes	<input checked="" type="checkbox"/>	See fund summary below
	No	<input type="checkbox"/>	If No, then check one below:
	<i>Budget Adjustment Attached</i>	<input type="checkbox"/>	Expense reallocated from: _____
		<input type="checkbox"/>	Proposed funding is from a new revenue source (i.e. grant; see details below)
		<input type="checkbox"/>	Proposed funding is from fund balance in the _____ Fund.
Does this action create any revenue?	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____.
	No	<input checked="" type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

N/A

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
CVB Fund	27205020 722190 CVB02	\$125,000	\$191,711	\$66,711	Other CVB expenditures

(Continue on additional sheets as required)

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow the Las Cruces Convention and Visitors Bureau to purchase service for the logistic coordination of the Las Cruces Country Music Festival.
2. Vote "No"; this will not allow the Las Cruces and Convention and Visitors Bureau to purchase services for the logistic coordination of the Las Cruces Country Music Festival.
3. Vote to "Amend"; this would delay planning of the festival and diminish our ability to bring in the best possible entertainment available.
4. Vote to "Table"; this would delay planning of the festival, securing of acts and could force date change or cancellation.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 14-15-016

A RESOLUTION APPROVING A SERVICE AGREEMENT FOR EVENT COORDINATION AND LOGISTICS PLANNING FOR THE LAS CRUCES COUNTRY MUSIC FESTIVAL WITH HELPING HANDS EVENT PLANNING, LLC OF LAS CRUCES, NEW MEXICO IN THE AMOUNT OF \$13,500, PLUS APPLICABLE NEW MEXICO GROSS RECEIPTS TAX, PLUS DIRECT EXPENSES FOR A TOTAL AWARD NOT TO EXCEED \$125,000 FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS AND ANNUAL RENEWAL.

The City Council of the City of Las Cruces is informed that:

WHEREAS, the City's Purchasing Section, on behalf of the Las Cruces Convention and Visitors Bureau (CVB), solicited a Request for Proposals for event coordination and logistical planning for the Las Cruces Country Music Festival; and

WHEREAS, the Request for Proposal was posted on July 4, 2014 and closed on July 22, 2014 and was sent to 13 potential respondents; and

WHEREAS, Helping Hands Event Planning, LLC (Helping Hands) of Las Cruces, NM was the only respondent by the established deadline; and

WHEREAS, Helping Hands proposal was evaluated and determined to be a qualified respondent to provide event coordination and logistical planning for the 2015 Las Cruces Country Music Festival; and

WHEREAS, Helping Hands has been instrumental in assisting the CVB with their logistical expertise during the first two years of the Las Cruces Country Music Festival; and

WHEREAS, the festival continues to grow and is establishing itself as a signature event for the City of Las Cruces, and there are many logistical needs that are best served by an outside vendor; and

WHEREAS, in order to ensure the continued growth and success of the festival

an option for multi-year extensions, as outlined within the proposed Service Agreement, is in the best interest of the City.

NOW, THEREFORE, be it resolved by the governing body of the City of Las Cruces:

(I)

THAT the Service Agreement for events coordination and logistics planning is hereby awarded to Helping Hands Event Planning, LLC of Las Cruces, New Mexico in the amount of \$13,500, plus applicable New Mexico Gross Receipts Tax, plus direct expenditures for a total award not to exceed \$125,000 for the 2015 Las Cruces Country Music Festival, as shown in Exhibit "B", attached hereto and made part of this Resolution.

(II)

THAT the Purchasing Manager is authorized to contract with Helping Hands Event Planning, LLC of Las Cruces, NM as shown in Exhibit "A", Purchasing Manager's Request to Contract, attached hereto and made part of this Resolution, for a period of one year, plus the option to renew for four additional years, subject to approved budget appropriations and annual renewal.

(III)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 20__.

APPROVED:

Mayor

ATTEST:

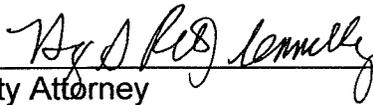
City Clerk

(SEAL)

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Smith: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Levatino: _____

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CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: September 2, 2014

Resolution No.: 14-15-016

Contract Purchase For
Event Coordination & Logistics Planning for the LC Country Music Festival

The Las Cruces City Council is provided the following information concerning this request:

RFP SOLICITATION INFORMATION:

- 1. RFP No./ Due Date: RFP No. 14-15-016 / July 22, 2014
- 2. Description: **Transit Event Coordination & Logistics Planning
for the LC Country Music Festival**
- 3. Using Department: **Community and Cultural Services**
- 4. Number of Reponses Solicited: **Thirteen (13)**
- 5. Number of Responses Accepted: **One (1)**
- 6. Award Recommendation To: **Helping Hands Event Planning, LLC
of Las Cruces, NM**
- 7. Total Award Amount: **\$125,000.00**
- 8. Contract Duration: **TBD**

LOCAL PREFERENCE FACTOR

Local Preference	No		LCMC §24-100 not applicable to this solicitation
Factor Applied Per	Yes	X	Made A Difference To Awards(s)
LCMC §24-100			X Made No Difference To Bid Award(s)

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to purchase is hereby requested pursuant to **Section 24-92.**

Karen Medina, 8/20/14
Purchasing Manager Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION or PURCHASE ORDER NUMBER:	TBD
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SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this _____, 2014 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Helping Hands Event Planning, of P.O. Box 15150, Las Cruces, NM 88004 hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

The project consists of all required services to be provided by the CONTRACTOR for the conduct of the CITY'S country music festival including but not limited to being fully responsible for all expenses, payments, receiving all revenue generated under this AGREEMENT.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP 14-15-016 incorporated herein by reference and as set forth in Exhibit A, attached hereto and made a part of this Agreement.

3. APPROPRIATIONS

The terms of this Agreement are contingent on sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement shall terminate upon written notice given by the CITY to CONTRACTOR. The CITY'S, decision as to whether sufficient appropriations and authorizations exist shall be accepted by CONTRACTOR and shall be final.

4. COMPENSATION

In consideration of the CONTRACTOR'S performance of the SERVICES, the CONTRACTOR will be compensated a fixed fee not exceeding \$125,000.00 which includes the \$13,500.00 fee for services, and payable Net/30 from date of related invoice. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order from the CITY. Any costs charged prior to issuance of the purchase order are not authorized under the terms of this AGREEMENT.

CONTRACTOR is responsible for payment of State of New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement. CONTRACTOR agrees to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

5. DEVOTION OF ADEQUATE TIME

CONTRACTOR will devote the necessary hours each week to the performance of project that are required by the CITY, and it will serve the CITY, diligently and faithfully, and according to its best ability in all respects and will promote the best interests of the CITY.

6. TERM AND SCHEDULE

This Agreement shall become effective for one year from date of award, and pending mutual written agreement, may be extended annually thereafter for up to four more years.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B.

7. EXTENSIONS, CHANGES, AND AMENDMENTS

This Agreement shall not be extended, changed, or amended except by instrument in writing executed by the parties. The CITY shall not be liable for payment of any extra services nor shall CONTRACTOR be obligated to perform any extra services except upon such written agreement. Such written approval shall indicate the date said extension, change, or amendment is effective and shall be signed by the parties to this Agreement. In the event that the parties cannot reach agreement as to a particular change, the issue shall be resolved pursuant to Article 21.

8. CHANGES AND EXTRA SERVICES BY THE CITY

The CITY may make changes within the general scope of the SERVICES plus may also request CONTRACTOR to perform other extra services not incorporated within the Services set forth in this Agreement. If the CONTRACTOR is of the opinion that such change causes an increase or decrease in the cost and/or the time required for performing the changes or other services required by the CITY, CONTRACTOR shall so notify the CITY, of that fact within five (5) business work days from the date of receipt of change by the CITY. The CITY shall provide written response to the CONTRACTOR within five (5) business work days from the date of receipt of CONTRACTOR'S written notification.

9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

In the event a condition is identified by the CONTRACTOR which, in the opinion of the CONTRACTOR, changes the services, costs, and/or time required for performance under this Agreement, the CONTRACTOR shall provide written notification to the CITY within five (5) business work days of such identification. The CITY shall respond in writing to such notification within five (5) business work days from the date of receipt of CONTRACTOR'S notification.

10. DELAYS

In the event that performance of SERVICES is delayed by causes beyond reasonable control of CONTRACTOR, and without the fault or negligence of CONTRACTOR, the time and total compensation for the performance of the SERVICES may be equitably adjusted by written agreement to reflect the extent of such delay. CONTRACTOR shall provide the CITY, with written notice of delay pursuant to Article 9 including therein a description of the delay and the steps contemplated or actually taken by CONTRACTOR to mitigate the effect of such delay. The CITY will make the final determination as to reasonableness of delays.

11. TERMINATION

This Agreement may be terminated by either party hereto upon fifteen (15) calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. This Agreement may also be terminated by the CITY, for its convenience or because the PROJECT has been permanently abandoned, but only upon fifteen (15) calendar days written notice to CONTRACTOR.

In the event of termination, CONTRACTOR shall be compensated for all services performed and costs incurred up to the effective date of termination for which CONTRACTOR has not been previously compensated.

Upon receipt of notice of termination from the CITY, CONTRACTOR shall discontinue the SERVICES unless otherwise directed and upon final payment from the CITY, deliver to the CITY, the required number of copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by CONTRACTOR in the performance of this Agreement, whether completed or in process.

12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S, right to recover excessive or illegal payments.

13. DISCLOSURE AND OWNERSHIP OF DOCUMENTS, PRODUCTS, DESIGN, ELECTRONIC FILES

All technical data, electronic files, and other written and oral information not in the public domain or not previously known, and all information, electronic files, and data obtained, developed, or supplied by the CITY, will be kept confidential and CONTRACTOR will not disclose to any other party, directly or indirectly, without the CITY'S, prior written consent unless required by lawful order.

All technical data, electronic files, products developed, operational parameters, blueprints, and other information and work of the CONTRACTOR shall be the sole property of the CITY, and shall be delivered to the CITY, when requested and at the end of the Agreement.

14. INDEPENDENT CONTRACTOR

CONTRACTOR represents that it has, or will secure, at its own expense, all personnel required in performing the SERVICES under this Agreement. Such personnel shall not be employees of, nor have any contractual relationship with the CITY, CONTRACTOR, consistent with its status as an independent contractor, further agrees that its personnel will not hold themselves out as, nor claim to be officers or employees of the CITY, by reason of this Agreement.

To the extent that CONTRACTOR employs any employees, CONTRACTOR shall be solely responsible for providing its own form of insurance for its employees and in no event shall CONTRACTOR's employees be covered under any policy of the CITY.

CONTRACTOR'S retention hereunder is not exclusive. Subject to the terms and provisions of this Agreement: (i) CONTRACTOR is able, during the Term hereof, to perform services for other parties; and (ii) CONTRACTOR may perform for its own account other professional services outside the scope of this Agreement.

CONTRACTOR is and shall be an Independent Contractor and shall be responsible for the management of its business affairs. In the performance of the work under this Agreement, CONTRACTOR will at all times be acting and performing as an Independent Contractor, as that term is understood for federal and state law purposes, and not as an employee of the CITY. Without limitation upon the foregoing, CONTRACTOR shall not accrue sick leave, jury duty pay, retirement, insurance, bonding, welfare benefits, or any other benefits, which may or may not be afforded employees of the CITY. CONTRACTOR will not be treated as an employee for purposes of: Workers' Compensation benefits; the Federal Unemployment Tax Act; Social Security; other payroll taxes, federal or any state income tax withholding; or the employee benefit provisions described in the Internal Revenue Code of 1986, as amended. Neither the CITY, nor its agents or representatives, shall have the right to control or direct the manner, details or means by which CONTRACTOR accomplishes and performs its services. Nevertheless, CONTRACTOR shall be bound to fulfill the duties and responsibilities contained in the Agreement.

15. NO JOINT VENTURE OR PARTNERSHIP

Nothing contained in this Agreement shall create any partnership, association, joint venture, fiduciary or agency relationship between CONTRACTOR and CITY. Except as otherwise specifically set forth herein, neither CONTRACTOR nor CITY, shall be authorized or empowered to make any representation or commitment or to perform any act which shall be binding on the other unless expressly authorized or empowered in writing.

16. ASSIGNMENT

CONTRACTOR shall perform all the services under this Agreement and shall not assign any interest in this Agreement or transfer any interest in same or assign any claims for money due or to become due under this Agreement without the prior written consent of the CITY.

17. INSURANCE

CONTRACTOR shall obtain and maintain insurance at its own cost and expense during the life of this Agreement, and shall require Subcontractors, if any, to maintain during the life of his subcontract:

1. \$1,000,000 (One Million Dollars) General Liability Insurance with the City named as an additional named insured with the same coverage as the CONTRACTOR.

2. \$100,000 (One Hundred Thousand Dollars) Property Damage Insurance.
3. In the case of any approved subcontract, the CONTRACTOR shall require the subcontractor to provide statutory Workers' Compensation and Employers' Liability Insurance, with the same limits as those required by the CONTRACTOR.
4. Worker's Compensation Per New Mexico Statute (3 or more employees)
 - \$1,000,000 - Bodily Injury: By Accident - Each Accident
 - \$1,000,000 - By Disease: Policy Limit
 - \$1,000,000 - By Disease: Each Employee
 - This coverage required for non-construction contractor with three (3) or more employees
 - Exception: Not applicable to out-of-state companies unless they are hiring in NM
5. The CONTRACTOR must immediately notify the CITY if insurance is canceled or not renewed.

The City must be named as additional insured - This coverage must be as broad as the coverage provided to the insured; coverage must be primary and non-contributory before any other insurance or self-insurance. A copy of endorsement for this coverage must be provided as a condition of this Agreement.

Waiver of Subrogation will apply and shall be noted on the certificate.

CONTRACTOR shall furnish the CITY, with a certificate(s) of insurance showing CONTRACTOR and Subcontractors, if any, have complied with this Article. The CONTRACTOR shall provide insurance certificates before work is to start on the project and shall provide the CITY thirty (30) days written notification of cancellation of such policies.

18. INDEMNITY AND LIMITATION

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, from and against any and all claims, suits, actions, judgments, demands, losses, costs, expenses, damages, and liability caused solely by, resulting solely from, or arising solely out of the negligent acts, errors, or omissions of CONTRACTOR, its officers, employees, agents, or representatives in the performance of SERVICES under this agreement.

19. APPLICABLE LAW

This Agreement and the rights and obligations of the parties shall be governed by and construed by the laws of the State of New Mexico applicable to Agreements between New Mexico parties made and performed in that state, without regard to conflicts of law principles. Venue shall be in the Third Judicial District, State of New Mexico.

CONTRACTOR shall abide and be governed by all applicable state law, CITY ordinances, and laws regarding the CONTRACTOR'S services or any work done pursuant to this Agreement.

agreement. No prior agreement or understanding verbal or otherwise of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

HELPING HANDS EVENT PLANNING LLC

CITY OF LAS CRUCES

BY: _____
Dawn Starostka
Owner

BY: _____
Karen Medina
Purchasing Manager

Date

Date

APPROVED AS TO FORM

City Attorney

EXHIBIT A

SERVICES

Helping Hands Event Planning, LLC will manage the Las Cruces Country Music Festival to include:

- Overseeing, booking and paying for all site logistics to include: stage, fencing, tenting, seating, sanitation
- Secure all staffing: security, permits, trash removal, gate, volunteers
- Contract all needed entertainment/music services to include: staging, sound lights, music contracts
- Receive and account for funds coming in from vendors, sponsors and merchandise

Costs to be covered by \$125,000 include:

Entertainment deposits, travel and fees	\$ 90,000
Site Expenses (rentals, sanitation, fencing)	\$ 16,500
Staffing (security, EMS, event staffing)	\$ 5,000
Helping Hands Fee	\$ 13,500

EXHIBIT B

SCHEDULE

2015

November 1

Contract Venues
Contract all entertainment; 50% deposit
Contract all site services

2015

By March 1

Contract all staff and grounds services

April 23

Oversee all site set ups

April 23 – 26

On Site to oversee all events, pay all providers

May 10

Prepare and submit final budget to CVB