



City of Las Cruces®

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 3Ordinance/Resolution# 15-16-023For Meeting of _____
(Ordinance First Reading Date)For Meeting of October 19, 2015
(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 DICKERSON'S CATERING AND EVENT PLANNING OF LAS CRUCES, NEW MEXICO IN THE AMOUNT OF \$125,000.00 PLUS APPLICABLE GROSS RECEIPTS TAX FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS AND ANNUAL RENEWALS.

PURPOSE(S) OF ACTION:

Approve service agreement.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Jennifer Bales	<u>Department/Section:</u> Community & Cultural Services / Convention & Visitors Bureau	<u>Phone:</u> 541-2258
<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 2016 Las Cruces Country Music Festival including receiving income from vendors, sponsors, merchandise and disbursement of funds for entertainment, sanitation, security, and other services.

Following the competitive procurement process, staff requests the Service Agreement be awarded to Dickerson's Catering and Event Planning of Las Cruces, NM, 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 three years and 2016 is planned to 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

(Continue on additional sheets as required)

way of showcasing Las Cruces. The long-term goal is to make the event self-sustaining by 2017 - 2019. The budgeted \$125,000.00 includes a fee of \$15,000.00 to Dickerson's Catering and Event Planning plus the cost of entertainment, staging, lighting and other logistical necessities. We are proposing the 2016 event be held April 29 through May 1, 2016.

The term of the Service Agreement is for a period of one year with the option to renew for four additional years subject to approved budget appropriations.

SUPPORT INFORMATION:

1. Exhibit "A", Purchasing Managers Request to Contract.
2. Exhibit "B", Dickerson's Catering and Event Planning 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	27205020-722190-CVB02	\$125,000.00	\$145,938.54	\$20,938.54	Other Purchased Services

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will allow for the Las Cruces Country Music Festival to be conducted with assistance through an outside logistical event planning firm.

(Continue on additional sheets as required)

2. Vote "No"; this will not allow for the Las Cruces Country Music Festival to be conducted with assistance through an outside logistical event planning firm.
3. Vote to "Amend"; this would delay planning of the Las Cruces Country Music Festival and the securing of acts.
4. Vote to "Table"; this would delay planning of the Las Cruces Country Music Festival, securing of acts and could force date change or cancellation.

REFERENCE INFORMATION:

N/A

RESOLUTION NO. 15-16-023

A RESOLUTION APPROVING A SERVICE AGREEMENT FOR EVENT COORDINATION AND LOGISTICS PLANNING FOR THE LAS CRUCES COUNTRY MUSIC FESTIVAL WITH DICKERSON'S CATERING AND EVENT PLANNING OF LAS CRUCES, NEW MEXICO IN THE AMOUNT OF \$125,000.00 PLUS APPLICABLE GROSS RECEIPTS TAX FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS AND ANNUAL RENEWALS.

The City Council is informed that:

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

WHEREAS, the Request for Proposal was issued on July 3, 2015 and closed on July 23, 2015 and was sent to six potential respondents; and

WHEREAS, Dickerson's Catering and Event Planning of Las Cruces, NM, was one of two companies that responded by the established deadline; and

WHEREAS, Dickerson's Catering and Event Planning was evaluated through competitive procurement and determined to be a qualified respondent to provide coordination and logistical planning for the 2016 Las Cruces Country Music Festival; and

WHEREAS, Dickerson's Catering and Event Planning has been instrumental in assisting the CVB with their logistical expertise during the first three 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 and there are many logistical needs that are best served by an outside vendor; and

WHEREAS, in order to ensure the festival's continued growth and success 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 the 2016 Las Cruces Country Music Festival's events coordination and logistics planning is hereby awarded to Dickerson's Catering and Event Planning of Las Cruces, NM, in the amount of \$125,000.00 to include direct expenses and an event management fee of \$15,000.00 as shown in Exhibit "B", attached hereto and made part of this Resolution.

(II)

THAT the Purchasing Manager is authorized to contract with Dickerson's Catering and Event Planning 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 options to renew for four additional years, subject to approved budget appropriations and annual renewals.

(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: _____

VOTE:

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Smith: _____

Councillor Pedroza: _____

Councillor Small: _____

Councillor Sorg: _____

Councillor Levatino: _____

APPROVED AS TO FORM:



City Attorney

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST TO CONTRACT

For Meeting of: October 19, 2015

Resolution No.: 15-16-023

Contract Purchase For Country Music Festival Management

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

RFP SOLICITATION INFORMATION:

1. RFP No./ Due Date: **RFP No. 15-16-023 / July 23, 2015**
2. Description: **Country Music Festival Management**
3. Using Department: **Community and Cultural Services**
4. Number of Responses Solicited: **Five (5)**
5. Number of Responses Accepted: **Two (2)**
6. Award Recommendation To: **Dickerson's Catering and Event Planning
of Las Cruces, NM**
7. Total Award Amount excluding NMGRT: **\$125,000.00**
8. Contract Duration: **Five (5) years subject to Approved
Budget Appropriations and Annual Renewals**

LOCAL PREFERENCE FACTOR

Local Preference Factor Applied Per LCMC §24-100	No	<input checked="" type="checkbox"/>	LCMC §24-100 not applicable to this solicitation
	Yes	<input type="checkbox"/>	Made A Difference To Awards(s)
		<input checked="" type="checkbox"/>	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**.

Deb Smith 19-24-15
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 day _____, 2015 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Dickerson's Catering & Event Planning, of 3920 W. Picacho, Las Cruces, NM 88007 hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

The coordination and logistics planning of the Las Cruces Country Music Festival.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S RFP No.15-16-023 incorporated herein by reference 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 plus applicable gross receipts tax per the attached Exhibit A – Revised Cost Proposal, which includes the \$15,000.00 fee for event management 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 on date of award for a term of one (1) year and has four (4) one-year renewable options to be exercised at the discretion of the CITY, upon mutual written consent. CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR.

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.

DICKERSON'S CATERING & EVENT
PLANNING

CITY OF LAS CRUCES

BY: _____
Marci Dickerson
Owner

BY: _____
Deb Smith
Purchasing Manager

Date

Date

APPROVED AS TO FORM

City Attorney

Exhibit A - REVISED Cost proposal – Dickerson’s Catering and Event Services

The CMF will incur the following costs:

Event Management **\$15,000.00**

This will include all planning, and management service, Trash labor.
Gate labor. Setup/break down.

Accountant **\$2,500.00**

Equipment **\$6,500.00**

- Tent company
 - 1500 chairs
 - 4 bleachers
 - Tents - VIP, merchandise, artist, green room, seating, sound
 - Tables
 - Fencing

K&W sound **\$55,000.00**

- Main stage
- Local stage
- Sound
- Lights

Port-a-potties **\$3,000.00**

Generators for vendors etc **\$3,000.00**

Security **\$4,000.00**

Catering **\$14,000.00**

- Green room
- Hospitality
- Brunch
- Staff and gratuity

Entertainment & Fees **\$22,000.00**

Total cost including artists **\$125,000.00**

Taxes: All appropriate gross receipts taxes will be additional to this bid.

Credit card processing and online fees - these fees will be negotiated with the vendors upon awarding of the contract.



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COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

R-15-16-023

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of October 19, 2015
(Adoption Date)

TITLE:

A RESOLUTION APPROVING A SERVICE AGREEMENT FOR EVENT COORDINATION AND LOGISTICS PLANNING FOR THE LAS CRUCES COUNTRY MUSIC FESTIVAL WITH DICKERSON'S CATERING AND EVENT PLANNING OF LAS CRUCES, NEW MEXICO IN THE AMOUNT OF \$125,000.00 PLUS APPLICABLE GROSS RECEIPTS TAX FOR A PERIOD OF ONE YEAR WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL YEARS, SUBJECT TO APPROVED BUDGET APPROPRIATIONS AND ANNUAL RENEWALS.

Purchasing Manager's Request to Contract (PMRC) {Required?} Yes No

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact Jennifer Bales	<i>Jennifer Bales</i>	541-2258	9/25/15
Department Director David Dollahon	<i>David Dollahon</i>	541-3060	9/28/2015
Assistant City Manager /CAO Management & Budget Manager	<i>Victoria Frederick for Mark Wilson</i> <i>Victoria Frederick</i>	541-2271	9/30/15 9/30/15
Other			
Assistant City Manager/COO	<i>Daniel Alba</i>	541-2100	10/6/15
City Attorney	<i>Wesley</i>	541-2128	8 OCT 2015
City Clerk - Interim	<i>Joyce Davis</i>	541-2115	10-9-15