



City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | lasvegasnm.gov

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
SPECIAL CITY COUNCIL MEETING
May 22, 2023– Monday – 1:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

*City Council Meetings are
Available via YouTube*

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **APPROVAL OF MINUTES (May 4, 2023)**
- VIII. **BUSINESS ITEMS**
 1. Request approval of the Professional Services Agreement between the City of Las Vegas and Sunny 505.

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

Leo Maestas, City Manager Request for Proposal (RFP) #2023-02 for Destination Marketing Services was approved and awarded to Matthew Mora Sunny 505 at the February 8, 2023 Council Meeting. The Council requested that the contract be brought back for review and approval. The Contract has been reviewed and approved by City Attorney.

IX. PRESENTATION/DISCUSSION/DIRECTION

Presentation by City Manager and Finance Director on Fiscal Year 2023-2024 Preliminary Budget

Leo Maestas, City Manager/Tasha Martinez, Finance Director As per the Municipal Charter Article VII, Financial Procedures Section 7.02 Preparation and Submission of Budget. The City Manager in consultation with the Finance Director shall prepare a recommended budget at least forty (40) days prior to the beginning of each budget year, in accordance with the rules and regulations established by the New Mexico Department of Finance and as such rules may be amended from time to time, and shall submit the budget to the Governing Body with an explanatory budget message.

X. EXECUTIVE SESSION

Pursuant to NMSA 1978, Section 10-15-1(D), (I), the Council may convene in a closed session upon motion of any Councilor and majority vote of the Council. Any closed session shall be limited to only those subjects announced prior to the vote to convene a closed session and those subjects properly placed on the agenda, thereby affording the general public notice of the subjects to be discussed. No votes shall be taken in closed session.

XI. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: The meeting room and facilities are accessible to persons with mobility disabilities. If you plan to attend the meeting and will need an auxiliary aid or service, please contact the City Clerk's Office prior to the meeting so that arrangements may be made.

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the City Chambers you consent to photography, audio recording, video recording and its/their use for inclusion on the City of Las Vegas website and to be broadcast on YouTube.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from City Hall, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov

MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON THURSDAY, MAY 4, 2023 AT 11:00 A.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Barbara Casey
Michael L. Montoya *via Google Meet*
David Ulibarri

ALSO PRESENT: Leo Maestas, City Manager
Casandra Fresquez, City Clerk
Elias Rael, Sergeant at Arms

CALL TO ORDER

Mayor Trujillo called the meeting to order at 11:00 am.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo took a moment of silence to recognize the sudden passing of a City of Las Vegas employee, Mr. Tim Nix.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David Ulibarri	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

There was no public input.

BUSINESS ITEMS

1. Discussion and Consideration of an emergency water lease contract for bulk purchase of water from Storrie Lake shareholder, Michael Quintana.

Mayor Trujillo advised they have discussed occupying storage space or bulk water from Storrie Lake and would like to move forward.

Councilor Romero asked about the proposed contract that they were given, and advised the original intent was for a lease and asked for an explanation.

City Manager Maestas advised the title does state, “lease contract for bulk purchase”. City Manager Maestas advised that was the language Attorney Pete Domenici chose to put into the document.

Councilor Casey advised sale and lease mean two different things. Councilor Casey advised she thought it should say, “water sale through two year lease or water lease through two year lease”.

City Manager Maestas advised they should ask Water Rights Attorney Pete Domenici.

Councilor Romero advised he wanted the experts' opinions and would like to see a long term agreement instead of band-aiding the problem like the past.

City Manager Maestas advised Mr. Domenici, Mrs. Gilvarry and himself were given direction to sit down and discuss what needed to be in the document. City Manager Maestas advised they also included State Water Engineer Mike Hamman for any of his knowledge or language to be included in the document.

Hydrologist Jay Lazarus with Glorieta Geoscience discussed wanting a long term agreement with Storrie Lake. Mr. Lazarus advised they need that security for a long term water supply for the city to grow. Mr. Lazarus advised his recommendation would be for a 40 year lease and mentioned the leasing statute for bulk water purchase. Mr. Lazarus advised they need to consider Mr. Quintana and other farmers in the area that any arrangements with the City won't affect their ability to farm or make a profit off their land. Mr. Lazarus advised the way the agreement was written, for the next two years the State would pay and it would not come out of the City's pocket.

Mayor Trujillo asked for Mr. Lazarus to discuss what was meant by the agreement not setting a precedent price of the water.

Mr. Lazarus advised there was language in the agreement on section 12 stating, "nothing in this agreement is intended to create a precedent for future bulk water purchases and/use of the Storrie Intake Canal by the City from SPWUA, this Emergency water lease is due to the conditions set forth in the recitals above and it is unknown if such conditions will apply in the future".

Councilor Montoya discussed the town of Red River selling water rights to the ski valley for fifty dollars an acre and advised the City is paying ten times more than the average price for water rights. Councilor Montoya advised he had asked Mr. Quintana if they would be interested in leasing or selling their water rights and selling wasn't an option at the time. Councilor Montoya stated that he also asked about having a 40 year lease and that wasn't an option. Councilor Montoya

advised that he asked City Manager Maestas and with the approval of Council that he attend the Storrie Lake Water Association Board meetings because they are members and own 37 acres. Councilor Montoya advised he has not been invited to attend any of the meetings or been advised when the dates are for those meetings. Councilor Montoya stated that the Federal Government started the fire and they owe it to us to agree that we have an emergency water lease from the U.S. Federal Government, the Fish and Wildlife Refuge and at Storrie Lake. Councilor Montoya further stated that they have more water than Mr. Quintana and more water than any shareholder. Councilor Montoya advised the reservoirs are 80% full and if they don't use the bulk water from Storrie Lake then they lose out on that water and also lose 2 million dollars. Councilor Montoya voiced his concerns regarding procurement issues and not including the other Storrie Lake Water Association members who may want to sell or lease any of their water rights.

Councilor Montoya advised that he hasn't seen any confirmation from the State regarding funding this purchase. Councilor Montoya advised that they cannot go into an agreement without having that documentation. Councilor Montoya advised that the City of Las Vegas has never had an individual lease before which is concerning to him and thinks it should go out as an RFP to allow anyone in the area to apply. Councilor Montoya discussed the application permit needing to be changed before purchasing the water. Councilor Montoya asked what happens after the two years and the possibility of water rate increases to come up with one million dollars year after year which is not feasible. Councilor Montoya stated that this is just a temporary fix and they need a long term plan. Councilor Montoya advised that the 2 million dollars could be spent on repairs to the treatment plants and doesn't think the budget can afford this type of purchase. Councilor Montoya mentioned the previous discussion was for a 15-20 year term and now it's down to 2 years, which is not acceptable.

State Water Engineer Mike Hamman discussed all the high level concerns that took place last year in regards to water issues. Mr. Hamman discussed the needs for the City such as infrastructure for the Storrie Project. Mr. Hamman advised he

was in the process of working with Homeland Security and Emergency Management to get FEMA moving forward to confirm that the 2 million dollars would be reimbursed. Mr. Hamman advised Senator Pete Campos stated he would do what he needs to do to ensure the funding is there for reimbursement. Mr. Hamman advised that funding is not an issue and they would figure it out. Mr. Hamman advised he would have answers within 45 days. Mr. Hamman advised this would be an emergency one time purchase, which is covered by the State and FEMA. Mr. Hamman further advised it could be true that they don't use the full 500 acre feet of water but it's there if the monsoons hit hard or the runoff causes problems. Mr. Hamman recommended using the time to continue building a relationship with the Storrie Lake members, get an agreement in place for storage and an agreement to use the diversion to divert the 800 acre feet and anything else in the future from the river.

Mayor Trujillo asked if the two year agreement would allow them to negotiate a longer term with Mr. Quintana.

Mr. Domenici advised one way to look at the two year lease would be like an insurance policy in case of emergency. Mr. Domenici advised he drafted the contract the way he was instructed to do at the last meeting. Mr. Domenici advised it was a one million dollar purchase, Mr. Quintana agreed to two years as he was sitting there with him. Mr. Domenici advised he added language that the water could be used for a 12 month period as Mr. Quintana advised he did not have control of storage in that reservoir but he is trying to get the Storrie Project to agree that Mr. Quintana's water can be used under the lease for a 12 month period and then start again when the next irrigation season starts. Mr. Domenici advised the permitting is easy and they worked through that with Mr. Hamman and there won't be a delay. Mr. Domenici advised if there are a series of thunderstorms that start tonight and next week, they would have the tools in place in the contract, should Mr. Quintana accept what's in the contract then Utilities Director Gilvarry would have water if needed. Mr. Domenici advised if there are minor adjustments needed on the contract they could revise it. Mr. Domenici stated they had input from the State Engineer's Office, his legal counsel,

the commitment from the State for funding, a time period of when they can use the water, they have permitting in place and it gives two years to work on other pieces to have a carryover of the water that they would be obtaining in the lease which could make it more valuable and using their diversion.

Mayor Trujillo thanked Mr. Domenici for his advice.

Councilor Romero asked what water would be used should the City get a \$100 million pre-treatment plant if they don't go with the lease agreement.

Utilities Director Gilvarry advised it would be river water from Storrie and they have 800 acre feet at Storrie, the reservoirs are at 97% full.

Councilor Romero advised the point was should something happen then we won't have water. Councilor Romero advised he reached out to Mr. Quintana because last year the negotiations were going nowhere. Councilor Romero mentioned had they purchased acres from the Quintana family 20 years ago then maybe we wouldn't be in this situation today.

Mayor Trujillo discussed their goal for the community to have plenty of water and this opportunity doesn't come around often. Mayor Trujillo discussed the monsoon season and the condition of the water during that time and the possibility of lowering the water restrictions.

Councilor Casey discussed the language on pg. 2, number 13, regarding the agreement is contingent on the State of New Mexico making complete payment of the amounts, and asked Mr. Hamman how he would help them get money for a longer term lease.

Mr. Hamman discussed there having to be a strong case made under the Hermit's Peak relief act.

Councilor Montoya discussed the worst case scenario of the water from Storrie Lake being contaminated and not being able to use the water. Councilor Montoya thanked everyone for their efforts, for coming to Las Vegas and for paying attention to us.

Councilor Casey advised she would like to hear from Mr. Quintana.

Mr. Quintana discussed always being open to a long term lease and advised the two year lease came out of nowhere. Mr. Quintana advised he hadn't seen the lease agreement and it was never sent to him. Mr. Quintana discussed his water attorney, personal attorney and himself needing to look over the agreement. Mr. Quintana discussed being open to a long term lease and advised the City needs to start standing on their own legs and start figuring out the future. Mr. Quintana advised if they want the city to continue to grow they are going to need more water. Mr. Quintana advised he did address the rest of the members of the association that he was possibly entering into a lease. Mr. Quintana discussed the association having an annual meeting once a year and a member from the City of Las Vegas was more than welcome to go. Mr. Quintana advised his family was the largest private shareholder in the lake.

Mayor Trujillo thanked Mr. Quintana for being there and advised if they pass the agreement then it would give them time to work on a long term agreement to be brought back to Council in the next month or so.

Mr. Quintana advised a short two year lease would be hard for him if he plants his crops, which was why he had also done a 10 year lease.

Councilor Romero asked about the reimbursement cycle qualifying the two year lease agreement but asked if they could give direction or approve a long term lease within this two year lease.

Mr. Quintana discussed his letter of intent.

Mayor Trujillo advised moving forward with the lease agreement and giving direction to City Manager Maestas, staff and attorneys to work out a long term deal with Mr. Quintana for 20 years.

Councilor Casey asked Mr. Quintana if he was open to that.

Mr. Quintana advised he was and it would be beneficial for the City if they did a long term lease.

Councilor Casey advised that would be the way to go and to be fair for Mr. Quintana and to provide for the citizens of the community. Councilor Casey advised she liked Mayor Trujillo's suggestion and if Mr. Quintana was willing to work with them.

Mr. Hamman advised they would back their efforts to try to find the long term funding associated with Hermit's Peak effort.

Mr. Lazarus suggested seeing a 40 year lease with another 40 year option because if they're going to grow, they need water security. Mr. Lazarus discussed the opportunity to purchase the whole non-federal share 20 years ago but the council then decided not to. Mr. Lazarus suggested going for a 40 year lease with another 40 years added and maybe another 40 years after that.

Mayor Trujillo advised that his primary meeting with Mr. Quintana included the language of 40 years whether its renewable for the next 40 years would be up to the City's attorneys and Mr. Quintana's attorneys.

Councilor Romero discussed the Enterprise fund and the responsibility of the City Manager and the Finance Director to be able to come up with the million dollars they would have to pay after the 2 years.

Councilor Casey made a motion to approve the emergency water lease contract for bulk purchase of water for two years as per the language that State Engineer

Hamman added with the proviso that at the May 17th meeting they have an additional lease agreement for anywhere from 25-40 years so they can have something more permanent for the community. Councilor Romero seconded the motion.

Councilor Romero asked Mr. Quintana if he would be okay with a longer lease should it be brought back.

Mr. Quintana advised he would be.

Councilor Montoya asked since they do not have a City Attorney, would the motion state if they don't have a 40 year plan within one month then the agreement won't go through.

Mr. Domenici advised it is based on the language in the motion and also the issue with the procurement code. Mr. Domenici advised he thinks with the emergency of the purchase they would be okay but would like to discuss with City Manager Maestas about the requirements associated with a 40 year lease. Mr. Domenici advised last time they met along with Mr. Quintana, they discussed the two year lease because they wanted to get him paid before he closed the window on the deal. Mr. Domenici advised May 17th is too quick to draft out a 40 year commitment and they may have a procurement issue involved. Mr. Domenici asked that the motion be clear that the Council is approving the contract regardless of what happens in the next 40 days. Mr. Domenici advised the contract be presented and executed as soon as possible so there is a two way commitment binding, so they know they have the water and Mr. Quintana knows he has his money. Mr. Domenici asked for more time perhaps the next meeting after May 17th so they can come back and negotiate with Mr. Quintana, review the procurement issues and come back if able to, to present a proposed long term lease document and discuss options if there is a procurement issue. Mr. Domenici discussed the advantages of buying water from one person rather than multiple transactions.

Councilor Montoya asked where do they leave the other stakeholders in the motion because it's only pertaining to Mr. Quintana.

Mayor Trujillo advised yes, the agreement is strictly between Mr. Quintana and the City of Las Vegas.

Councilor Montoya advised that he was interested in a long term plan.

Mayor Trujillo advised that was what they're working on, if it gets passed right now with the provision that Councilor Casey change her motion that within a month's time or the second meeting in June, they would have prepared and looked at the long term contract for 40 years.

Councilor Montoya mentioned that Mr. Domenici stated that 30 days was not enough time to prepare a long term contract.

Mayor Trujillo advised that Mr. Domenici stated 10 days was not enough time to prepare the long term contract.

Mr. Domenici advised they should be able to engage in negotiations and perform a procurement analysis within 30 days.

Councilor Montoya asked if they don't come to an agreement on a long term plan then the deal still goes through.

Mayor Trujillo advised yes.

Councilor Casey amended her motion to accept the emergency water lease contract for bulk purchase of water for the two year lease with the proviso that was just discussed with the recommendations Mr. Domenici made and they have the subsequent lease agreement come before Council at the second meeting in June. Councilor Romero agreed to the amended motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David Ulibarri	Yes
Barbara Casey	Yes	Michael L. Montoya	No

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 12:18 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk



**CITY OF LAS VEGAS SPECIAL
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: May 22, 2023

Date Submitted: 5/16/23

Department: Executive

Item/Topic: Request approval of the Professional Services Agreement between the City of Las Vegas and Sunny 505.

Request for Proposal (RFP) #2023-02 for Destination Marketing Services was approved and awarded to Matthew Mora Sunny 505 at the February 8, 2023 Council Meeting. The Council requested that the Contract be brought back for review and approval. Contract has been reviewed and approved by City Attorney.


Fiscal Impact: \$189,000 + NMGR

Attachments: Professional Services Agreement

THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Reviewed By:



City Manager

Finance Director

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND SUNNY 505

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Griffin & Associates Marketing Inc. (“Contractor”), of 119 Dartmouth Dr SE, Albuquerque, New Mexico 87106, on this _____ day of May, 2023 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

Recitals

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

Now, therefore, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

1. SCOPE OF SERVICES:

The Offeror shall perform Professional Destination Marketing Services as hereafter stated, to promote the City of Las Vegas to local, state, and nationwide audiences. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The Offeror will provide Destination Marketing Services in the following areas:

The Contractor shall perform Destination Marketing to promote the City as a destination for visitors, new businesses and new residents. The promotional materials shall include the following: (1) Develop a new brand for the City to include a new slogan and logo, (2) Produce the official City of Las Vegas Visitor’s Guide which must be available in electronic and printed format (3) Story Writing to include written articles in newspapers, magazines and other electronic media platforms and (4) Redesign of the City’s website, visitlasvegas.com.

1. Branding - The City seeks to update its image to the public, not only to increase tourism and promote Las Vegas as a great place to visit, but also a place to open a new business or relocate an existing business and become a permanent resident and a part of the community. The City’s brand and message must reflect that desire. The scope is to

include a new slogan and a new logo for the City.

2. Visitor's Guide - The visitors guide is the primary pamphlet to have available to distribute to other tourist destinations in New Mexico and surrounding states. It must market the City as a visitor's destination. Proposals should clearly demonstrate an understanding and ability to produce a publication that meets the City's objectives in a creative, organized, informative and graphically attractive format, balanced with cost efficiency. The final product must be made available in electronic format as well as a printed brochure.
3. Story Writing - Engage talented writers to attract visitors, potential businesses and new residents, from both regional and national audiences with written articles in newspapers, magazines and media platforms.
4. Website - Assess the City's existing visitor's website www.visitlasvegasnm.com. Provide a proposal for its redesign, upkeep and maintenance and a way to track its effectiveness.
5. Additional marketing services as determined by the City Manager.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.

A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

D. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Agreement.

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue

Department the applicable gross receipts taxes on all monies paid to Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the “Scope of Services” in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City’s Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits, and causes of action to the proportionate extent such claims, suits, and causes of action are due to his performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, 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 provisions of the New Mexico Tort Claims Act.

21. THIRD PARTY BENEFICIARIES: By entering into this agreement, the Parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.

22. APPROPRIATION: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement.

If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.

23. WORKERS COMPENSATION INSURANCE: Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

CONTRACTOR:

Approved By:

Leo J. Maestas, City Manager

Signature

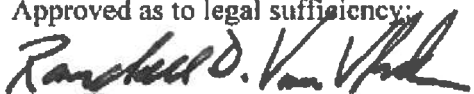
Attest:

Printed Name: _____

Cassandra Fresquez, City Clerk

Position: _____

Approved as to legal sufficiency:



“ATTACHMENT “A”

SUNNY505 Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

OPENING NO. 2023-02

DESTINATION MARKETING SERVICES

RATES FOR SERVICE BROKEN DOWN

Citywide Rebranding including a new logo, new tagline, new color palette that will be integrated throughout the City of Las Vegas and in all tourism promotion	\$15,000
Design of a new Visitors Guide - including graphic design, printing 5,000 copies and contracting a distribution service. The final product will also be a downloadable PDF that will go on the Tourism website	\$17,000
Public Relations/Media Relations - including disseminating monthly news releases and pitching regional and national media to write stories on Las Vegas	\$18,000
Website Redesign - a complete update of the tourism website that includes videography and photography, SEO, email capture and it will be mobile friendly	\$30,000
Develop and send out a quarterly/seasonal electronic newsletter	\$6,000
Video/Photo shoot to create new tourism assets including still photos and :15, :30 and :60 commercials	\$30,000
Social Media Management of the Tourism social media accounts	\$18,000
Television Advertising throughout New Mexico	\$30,000
Advertising in the Santa Fe & Albuquerque Visitors Guides	\$10,000
New Mexico True Account Management	\$15,000
Total	\$189,000 + NMGRT



Approval Form

(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

Date Submitted: 05/01/2023

Department Submitting: Community Development Submitter: Bersabella Vigil

Documents To Be Reviewed: Professional Service Sunny 505Marketing LLC
Deadline: ASAP

Submitter Comments: _____

Received by Human Resource: _____ Date: _____

HR Comments: _____

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval):* _____
Date: _____

Changes: _____ Date: _____

2 Ronald D. Van Vleet 05.11.2023
Attorney Review Date

Approved / Disapproved: *(Reason for Disapproval):* _____
Date: _____

3 _____
Finance Director Date

Approved / Disapproved: *(Reason for Disapproval):* _____
Date: _____

1 _____
Leo Maestas, City Manager Date

Received by City Clerk's Office Date: _____
(Only if being placed on the Agenda)

**This form must be submitted with an Attorney Review prior to review and approval by City Manager. If there is no Attorney Review, it will not be processed until this step is completed.*



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: May 22, 2023

Date Submitted: May 12, 2023

Department: Finance

Item/Topic: Presentation by City Manager and Finance Director on Fiscal Year 2023-2024 Preliminary Budget.

Fiscal Impact: Annual Budget for Fiscal Year 2023-2024.

Attachments: Preliminary Budget Book

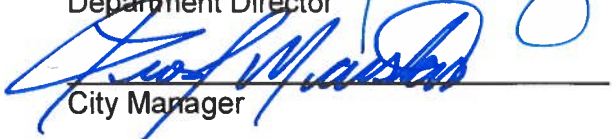
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:

Reviewed By:


Department Director


Finance Director


City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____