



The McHard Firm

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Delivered electronically

Report of Investigation

Re: City of Las Cruces, Convention and Visitors Bureau

Dear Auditor Colón:

We were engaged by the City of Las Cruces ("City") to conduct a fraud examination and investigation into transactions and events related to the Las Cruces Convention and Visitors Bureau ("CVB"). Our contract with the City, dated June 6, 2019, was provided to your office on June 20, 2019. After our initial fieldwork in July of 2019, the scope of our agreement was expanded to include reconstruction of income and spending related to the Friends of Visit Las Cruces ("Friends"), the Las Cruces Country Music Festival ("CMF"), events held at the Las Cruces Plaza ("Plaza Events"), and the Rio Grande Theatre ("Theatre"). This investigation into the CVB, Friends and associated events, included the fiscal years ending June 30, 2016, June 30, 2017, June 30, 2018, and June 30, 2019.

At the request of the City, we met with representatives of your office on August 9, 2019, to discuss our initial findings and the expansion of the scope of our agreement. Also, at the request of the City, we met with the Office of the Attorney General on August 8, 2019, to discuss our initial findings and expanded scope of investigation.

This report details our investigation into issues of concern regarding the CVB, Friends, the Country Music Festival, Theatre, Plaza Events, and other associated events. This report includes conclusions regarding policy and contract violations, as well as recommendations for referral to law enforcement to determine whether or not criminal violations occurred.

Where appropriate, we also make recommendations for improvement to help ensure events such as those detailed in this report do not occur again in the future. We understand that some of the recommendations in this report, which we discussed verbally with the City Attorney, have already been put into place. We do not attempt to differentiate between recommendations which have already been enacted, and those under consideration or in process.

1. BACKGROUND:

In April 2019, we were contacted by the City of Las Cruces regarding concerns related to the CVB and related entities, and worked with City Attorney Jennifer Vega-Brown. We

received a contract to conduct this investigation on June 6, 2019. This contract was provided to your office on June 20, 2019. Following our fieldwork in July 2019, we were asked to also conduct a reconstruction of the books of CMF and Friends. The initial findings of our investigation, at the direction of the City, were provided to your office on August 9, 2019. The same findings were also provided to the Office of the Attorney General on August 8, 2019, also at the direction of the City. We were contracted to conduct the reconstruction on August 27, 2019. Additional fieldwork was performed in Las Cruces in October 2019. We requested and received documents during the course of the investigation, conducting analysis as we received documents. The final documents responsive to our ongoing requests were provided on March 12, 2020. A draft of our report was provided to your office on March 19, 2020. This final report is issued solely to the Office of the State Auditor, at the request of the City of Las Cruces and **with the approval of the Office of the State Auditor**, for direct referral to the appropriate law enforcement agency by the **Office of the State Auditor**.

We were initially informed that there were concerns of potential impropriety surrounding the CVB, the CMF, and Friends, the non-profit established to fundraise for the CVB. Concerns surrounded employees of the City, some of whom had been placed on administrative leave pending an investigation, as well as possible concerns around City contractors and/or vendors.

Friends of Visit Las Cruces is a non-profit in the state of New Mexico formed on November 9, 2015 (**Exhibit 1**). Per a memorandum of understanding ("MOU"), Friends was formed to implement fundraising programs to support the CVB (**Exhibit 2**). Funds raised by the Friends were to be used to support the CMF and other official CVB events. The MOU with the City was signed on March 11, 2016.

At the time Friends was created, the CMF was in its fourth year. The CMF was started in fiscal year 2013 and was the creation of Philip San Filippo. Mr. San Filippo was the Director of the CVB until April of 2017, when Mr. San Filippo was promoted to Director of Economic Development, a position he held until his employment with the City was terminated in August of 2019.

The CMF was designed to provide a "premier festival" that would encourage people to travel to Las Cruces for "a festival which is truly a New Mexico experience" (excerpts from 2016 Las Cruces Country Music Festival Review, included as **Exhibit 3**). The non-profit group, Friends, became involved with the CMF in fiscal year 2016.

Also, in fiscal year 2016, the company managing the event was switched from Helping Hands Events, LLC, to Dickerson's Catering, Inc. ("Dickerson's"). Dickerson's signed a contract with the City to provide various services for the CMF on December 15, 2015 (**Exhibit 4**).

The CMF was held in April in fiscal years 2016 and 2017. The date of the event was moved to October beginning in 2018. Because the City operates on a July 1 to June 30 fiscal year, there was no CMF held in fiscal year 2018. The CMF occurring in October 2018 was actually within fiscal year 2019.



2. INVESTIGATION:

The McHard Firm conducted fieldwork at the City of Las Cruces the week of July 22, 2019, and again the week of October 21, 2019. While on-site, we collected documents, performed analysis and conducted interviews. Where appropriate, original documents or other items of potential evidentiary value were secured and are held in our evidence locker awaiting an appropriate disposition as directed by law enforcement or other appropriate authority.

Throughout the investigation, we made document requests of the City and Friends, as well as other associated individuals and entities. We requested and were provided with records to include City accounting records, banking records including bank statements for Friends accounts, such as check copies, deposit slips, deposit offset items, and communications authorizing transactions for Friends. We also requested and received backups of the electronic QuickBooks accounting records for Friends.

We requested and received emails available from the City's server, including emails exchanged between current or former employees, Friends board members, as well as contractors and vendors exchanging emails with current or former City employees. We requested and received procurement files, bids, contracts, vendor files and other procurement information, human resources files and information, payroll and timekeeping records, purchase orders, invoices, and receipts.

We requested P-card (purchasing credit card) records and upon analysis requested supporting documentation for hundreds of transactions. Other documentation we requested and received included travel vouchers, travel reimbursement requests and supporting documentation, performing artist contracts, electronic ticket sales data, and other data and documentation. In all, we were provided with over 51 GB of electronic data, representing well over 3,000,000 pages of documentation.

We interviewed the following individuals:

- Joe Anzivino - Internal Auditor
- James Bagwell, CPA - Bookkeeper for Friends
- Bryan Bagwell- Bookkeeper for Friends
- Barbara De Leon - Interim Assistant City Manager
- David Dollahon - Assistant City Manager
- Chris Faivre - CVB Employee
- Albert Herrera - CVB Employee
- Dr. Griselda T. Martinez - Economic Development
- Rochelle Miller-Hernandez - CVB Employee
- Viola M. Perea - Internal Auditor
- Veronica Quezada - CVB Employee
- Liz Vega - CVB Employee
- Karla Walton - Former CVB Employee

We met numerous times with City Attorney Jennifer Vega-Brown during the course of our investigation. Ms. Vega-Brown provided legal opinions and clarification of issues upon



our request, and assisted with the investigation by ensuring we had access to City personnel and documentation. We also communicated with the City's current financial statement auditors regarding this matter.

After our work on this issue was made public in the local media, we received anonymous calls regarding our investigation. Anonymous callers alleged various concerns, including possible tax fraud by City employees and vendors, which were outside the scope of this investigation. We did not attempt to fully investigate anonymous reports, except as those reports directly related to an issue we were already considering.

We conducted on-site interviews in both July and October; during the July interviews, some employees expressed concern that the supervisory employees on administrative leave would be reinstated, and return to retaliate against them for talking to us candidly. In our October interviews, most employees we interviewed felt that those individuals would not be coming back, as the individuals had been terminated, and employees we interviewed were less guarded with information.

In addition to our interviews in this case, we relied on documents that we examined and analyzed, including but not limited to those attached as exhibits to this report. Emails, bank statements and financial documents, among a myriad of other documents clearly depict what was occurring at the CVB, Friends and other associated organizations and individuals. We relied on information provided during interviews to the extent that the statements were supported by documentation or were corroborated by multiple witnesses.

Because the chronology of events is important in this case, we created a timeline of select events. We do not attempt to include all the events which are important or pertinent to this investigation, but only those necessary to illustrate the timeline of events around concerns such as bid rigging and other procurement violations. The timeline is included in this report as **Exhibit 5**.

A. Investigation related to Country Music Festival:

a. Director of CVB – Philip San Filippo:

Issues identified in this investigation largely center around Philip J. San Filippo, who was hired by the City of Las Cruces on March 12, 2012, after a national search for the Director of CVB position was conducted. Mr. San Filippo claimed extensive experience in the tourism industry and provided three professional references. However, analysis of his personnel file revealed that only one of his references knew him at all, another had heard of him, but didn't know him personally, and the third didn't have a good telephone number and the City Human Resources ("HR") Department was unable to locate the person to provide a reference.

Mr. San Filippo's employment history was equally opaque; at the time of his hiring by the City, not a single one of his claimed prior employment experiences could be verified. A professional background check service did not fare any better than the City's HR Department, and wasn't able to verify any prior employment either. Despite the fact that



none of his prior employment could be directly verified, and only one of his professional references provided an actual reference, Mr. San Filippo was hired and became the Director of the CVB.

At some point, he began calling himself the “Executive Director”, instead of the Director, as is demonstrated in an email dated April 18, 2016 to Karen Wootton, but a supporting personnel action form for this change in title was not located (**Exhibit 6**). The position description and title for subsequent hires was still Director, and was still so-titled when the position was filled by Jennifer Bales in 2017 (see position descriptions at **Exhibit 7** and **Exhibit 8**).

We attempted to independently verify Mr. San Filippo’s prior employment. We succeeded in verifying that he was employed with the Cayman Islands Tourism Department. The reference verifying employment for Mr. San Filippo was a Cayman Islands government audit, which was critical of his handling of funds, alleged favoritism, conflicts of interest and procurement violations (see pages from that audit at **Exhibit 9**). His employment ended in July 2001, the same month the audit was published. In his application with the City, and in emails to City Manager Stuart Ed and others, Mr. San Filippo stated that he was let go after a new Minister was elected (**Exhibit 10**). In fact, per publicly available records, the Hon. McKeeva Bush was elected Minister for Tourism, Environment and Transport in November 2000, and served through November 2001; the election dates do not correspond with Mr. San Filippo’s departure in July 2001, but do correspond with the release of the audit.

According to employees, Mr. San Filippo was a fairly polarizing figure. He had relationships so close with certain employees that there were rumors of impropriety, while he barely spoke to other employees, including his direct reports. At least one employee told us that Mr. San Filippo would walk down the hallway of the new CVB offices greeting each employee, except for that employee. That employee would then greet Mr. San Filippo, who would just grunt at the employee, despite having warmly greeted every other employee.

Mr. San Filippo also had close relationships with certain vendors. For example, he invested \$25,000 in one of the companies owned by Marci Dickerson, a City contractor, and did not properly notify the City of this investment. He also failed to disclose the conflict of interest on the annual form, “Employee’s Request for Outside Employment and Notification of Possible Conflicting Financial Interests”, required by City policy. This relationship with Ms. Dickerson meant that Mr. San Filippo shouldn’t have been involved with any procurement involving Ms. Dickerson. However, Mr. San Filippo not only failed to disclose the financial relationship, he also failed to remove himself from purchasing decisions involving her. According to employees, there were several occasions where CVB employees wanted to use a different vendor, but Mr. San Filippo insisted that Dickerson’s Catering be used, even when another, more attractive option was available. Mr. San Filippo personally signed off on the Dickerson’s Catering invoices. This matter is discussed at length later in this report.

Employees told us that Mr. San Filippo was very open about the fact that he had previous personal or professional relationships with out-of-state vendors that he selected including



Valerie Snow of Moetiv8, Cynthia Howland of Social Media Sharks and Gene Dries of Jux.ta.Promotion. This matter is also discussed at length later in this report.

b. Country Music Festival and other CVB events:

Almost as soon as Mr. San Filippo started as Director of the CVB, he began talking about running events, specifically starting a Country Music Festival. CVB employees who were employed prior to 2012 told us that under the previous director the CVB conducted business in a different way. Prior to Mr. San Filippo being the Director, the CVB would market Las Cruces for tourism and would work to bring events to the Convention Center, which is run by a third-party vendor. Previously, the CVB did not put on its own events, as that wasn't their role. In other cities, most CVB organizations operate in this manner, they don't put on events, they promote business and visitor travel, essentially marketing for tourism.

In a change to the way the CVB had previously been operated, Mr. San Filippo put on the first Country Music Festival in fiscal year 2013 and reported the initial attendance at roughly three times the actual number of attendees, per staff. By 2016, Mr. San Filippo was reporting official attendance numbers at 9,100 (**Exhibit 3**), when actual ticket sales were 3,912 (see "Attendance Trend" chart, 2019 Final Event Report, **Exhibit 11**).

Employees we interviewed all stated that the initial attendance numbers were inflated by Mr. San Filippo. In reports, Mr. San Filippo would describe someone who attended all three days of the music festival as three attendees, even though that person only purchased one ticket. Numerous employees complained about the deception, and were frustrated about the fact that they could never report real numbers. Even when attendance went up in subsequent years, they couldn't report the real numbers or celebrate, because Mr. San Filippo gave inflated attendance numbers the first year, and then continued to inflate the numbers in order to be able to report growth.

Mr. San Filippo also reported that the CMF and Theatre were financial successes, and that they brought in hundreds of thousands of dollars in revenue and economic benefit, when in fact, the events lost hundreds of thousands of dollars each year, while only producing modest economic benefit. The estimated direct economic benefit for the festival occurring in fiscal year 2020 was around \$338,000 and the festival itself generated around \$157,000, however the expenses for the event exceeded \$600,000 (**Exhibit 11**). Additionally, the CMF never made a notable difference in the lodger's tax, meaning it was not generating significant hotel sales. Even when the CMF moved from spring to fall, the quarterly lodger's tax appears practically identical for all time periods (**Exhibit 12**).

On January 15, 2019, then-City Manager Stuart Ed sent an email to the Mayor and City Council reporting the financial success of the Theatre (**Exhibit 13**). Mr. Ed stated the City invested \$125,000 from the General Fund in calendar year 2018 and "the Theater [sic] produced nearly \$130,000 in gross receipts". However, our reconstruction of the Theatre's accounting records shows gross receipts of about \$105,000 for the same time period. (A detailed description of our reconstruction is included later in this report; please note, the reconstruction was performed using a fiscal year and the numbers used for the comparison in this paragraph are calculated using a calendar year.) Our



reconstruction also shows expenses from the City for the same period in Mr. Ed’s email of \$92,000, not including salaries and benefits for the employees who operate the Theatre, one of which earned just over \$65,000 per year. The email demonstrating the “tremendous performance” of the Theatre also does not include almost \$59,000 in expenses paid by the City through Friends in calendar year 2018. While the email touts an “annual net profit of \$4,823.71 to the General Fund”, in reality, the Theatre lost over \$111,000 for that period.

The discrepancies in this email were known by CVB staff. In fact, Jennifer Bales forwarded the email from Mr. Ed to Mr. San Filippo stating, “there are many things wrong with this email” (**Exhibit 13**).

Mr. San Filippo reported that in 2016 the CMF received \$131,000 in free editorial coverage, including coverage in the Dallas Morning News, Washington Post, San Diego Union-Tribune, and the Hawaii Tribune-Herald (**Exhibit 3**). Coverage was only found in the Dallas and Hawaii papers, and this consisted of a few lines mentioned in a list of upcoming event calendars. It is entirely unclear how that coverage was worth anything approaching \$131,000, even if the coverage in other papers occurred.

In fact, the only mention we located of the CMF in the entire history of the San Diego Union-Tribune was the coverage of singer Gretchen Wilson being thrown out of the Hotel Encanto for being too loud. Along with a subsequent story noting that police video shows that Wilson was not the problem and should not have been expelled by the Heritage Hotels property, including that Heritage Hotels did not immediately return the reporters’ request for a comment. See **Exhibit 14** for the article reported by the San Diego Union-Tribune. This is the most prominent national media mention of the CMF that we were able to find in our research.

The charts below depict the losses for the CMF and Plaza Events, and the Theatre each fiscal year and over time. Because the loss grew each year, the numbers get larger over time. The total loss for 2016-2019 CMF and Plaza Events was over \$1.3 million dollars. The total loss for the Theatre for 2017-2019 was over \$350,000.

Table 1: Total Loss – CMF and Plaza Events

Fiscal year	2016	2017	2018	2019
Total Income/(Loss) for Country Music Festival and Plaza Events	\$(243,222)	\$(407,543)	\$(294,341)	\$(376,435)
Cumulative Income/(Loss) for Country Music Festival and Plaza Events	\$(243,222)	\$(650,765)	\$(945,106)	\$(1,321,542)

From reconstruction performed by The McHard Firm under the AICPA Standards for Consulting Services No. 1 (“SSCS No. 1”) and/or Statements of Standards for Forensic Services No. 1 (“SSFS No. 1”). This information is not a compilation, review or audit as defined by the accounting profession. Note: No CMF was held in fiscal year 2018, however, there were still expenses related to planning and marketing the event in fiscal year 2019.



Table 2: Total Loss – Theatre

Fiscal year	2017	2018	2019
Total Income/(Loss) for Theatre	\$(18,374)	\$(206,560)	\$(128,148)
Cumulative Income/(Loss) for Theatre	\$(18,374)	\$(224,934)	\$(353,082)

From reconstruction performed by The McHard Firm under the AICPA SSSC No. 1 and/or SSFS No. 1. This information is not a compilation, review or audit as defined by the accounting profession.

For the CMF and Plaza Events table above, please note that no CMF was held in fiscal year 2018. However, there were still expenses related to planning and marketing the event in fiscal year 2019, so the loss continued to grow.

c. Bid Rigging:

Mr. San Filippo and Marci Dickerson began communicating about Ms. Dickerson’s CMF contract well before the public request for proposal (“RFP”) issued. Just the fact that they were communicating at all was a violation of procurement rules. On May 4, 2015, Mr. San Filippo emailed Mr. James Bagwell regarding providing accounting for the CMF (**Exhibit 15**). This email included attachments provided by the previous event management company, Helping Hands, LLC. On June 29, 2015, Mr. James Bagwell emailed Mr. San Filippo a quote for the accounting services (**Exhibit 16**). Mr. Bagwell emailed the same quote in a separate email to Marci Dickerson (**Exhibit 17**). Mr. San Filippo also forward the email from Mr. Bagwell to Ms. Dickerson (**Exhibit 18**). Mr. Bagwell provided a discounted quote of \$2,400 to perform the accounting for the CMF, and ultimately did perform the accounting for Friends. In the email on June 29, 2015, Mr. James Bagwell acknowledged that his daughter, Bri Bagwell, has performed at the CMF in previous years and stated that he does not expect special treatment based on his potential involvement in the CMF (**Exhibit 16**). Both Ms. Dickerson and Mr. San Filippo respond separately to Mr. James Bagwell confirming his quote as reasonable (**Exhibits 16 and 17**).

When we interviewed the Bagwells, James Bagwell, CPA, and Bryan Bagwell, his son and associate, it became clear that they had not been made aware of the MOU between Friends and the City, nor its requirements, nor were they familiar with the City’s RFP and bid processes. They stated that they thought they were providing a community service by performing discounted accounting services for Friends and the CMF. They stated that the bookkeeping for Friends and CMF was a much larger project than they could have ever anticipated, but they continued to provide the service at the quoted rate, as a community service.

On July 2, 2015, the request for proposal (“RFP”) was issued to solicit bids for the event management contract for the 2016 CMF, but the outcome of the “competitive bid” process was a foregone conclusion. On August 28, 2015, Jennifer Bales emailed James Bagwell requesting a meeting between Mr. James Bagwell, Mr. San Filippo, Ms. Dickerson and herself to “get the ball rolling” (**Exhibit 19**). In this email, Ms. Bales also stated “Marci did officially get the contract for CMF”, however, the contact was not approved by the City Purchasing Manager until September 24, 2015 (**Exhibit 20**). On September 21, 2015, Ms. Dickerson opened an account for CMF at Pioneer Bank, and on September 23, 2015, the funds from prior CMF revenues were deposited into that account, these



accounts were opened prior to Ms. Dickerson being awarded the event management contract (**Exhibit 21**).

It wasn't until the following day that the purchasing manager officially recommended that Dickerson's Catering win the RFP – even though Ms. Dickerson had already taken possession of City funds for the event by that time and had already met with CVB staff and Mr. James Bagwell regarding the event. City Council didn't approve the event management contract until October 19, 2015, by which time Ms. Dickerson had been in possession of the City's CMF prior-year funds for nearly a month (**Exhibit 22**).

In November 2015, Friends of Visit Las Cruces was created as a non-profit organization. However, Friends of Las Cruces was already intertwined in what San Filippo and Ms. Dickerson had set into motion (**Exhibit 5**). The stated purpose for Friends was to be able to accept donations and fundraise for the CVB and CMF. However, Mr. San Filippo stated to several individuals during official City meetings, that his real motivation for running CMF funds through Friends was to hide money from City Council, so Council couldn't use CMF funds for anything else.

From the very start, Friends was set up by Mr. San Filippo in such a way as to be under his complete control. The initial board meeting for Friends was held on October 21, 2015, only two days after Dickerson's event management contract was approved by Council (**Exhibit 23**). On November 9, 2015, Friends of Visit Las Cruces was incorporated by Attorney Karen E. Wootton, and a bank account was opened for Friends on December 28, 2015 by James Bagwell and Belia Alvarez, then-Secretary of Friends (**Exhibit 24**). The account was opened with a \$200 currency deposit, which was provided by Mr. San Filippo, as evidenced by a reimbursement paid to Mr. San Filippo via check on January 7, 2016 (**Exhibit 25 and 26**). The first deposit of revenues for the CMF was made in Friends account on January 5, 2016 (**Exhibit 27**), which is months before the City Manager signed the MOU between the City and Friends on March 11, 2016.

The competitive bidding process for the CMF contract awarded to Dickerson's Catering was egregiously manipulated. Ms. Dickerson was always going to receive the event management contract, as is clearly shown by Mr. San Filippo's actions. Mr. San Filippo and Ms. Dickerson emailed the CPA long before the RFP even went out. They set up the bank account and Ms. Dickerson took possession of the City's funds before she was even recommended as the winner, much less before Council approved her as the event management contractor. Friends was incorporated, the bank account was opened for Friends, and Friends began accepting revenue on behalf of the City before the City ever approved the MOU. In the meantime, just three days after the Friends bank account was opened, Philip San Filippo agreed to loan Marci Dickerson \$25,000 for one of her sports bars. (See a detailed discussion of this loan and potential conflicts of interest elsewhere in this report.)

d. Breaches of MOU between Friends and the City:

On March 3, 2016, a MOU was put in place between the City and Friends of Visit Las Cruces, Inc., the MOU is included with this report as **Exhibit 2**. Friends was incorporated



in New Mexico on November 9, 2015 (**Exhibit 1**). The MOU specified that Friends was supposed to be an independent non-profit entity which would implement fundraising efforts to support the CVB. Net income derived from fundraising by Friends was supposed to pay for CMF expenses, such as talent, lighting, sound, and equipment to support the CMF and other CVB events. Friends was supposed to donate to the City at least 90% of the net funds raised during the calendar year from their fundraising activities, which was to be deposited into a City account, as determined by the City Finance Department. All purchases made by Friends were required to comply with the City Procurement Code. If Friends' gross income exceeded \$250,000, they were supposed to be audited in accordance with generally accepted accounting principles ("GAAP"), and the independent auditor was to furnish copies of the audit, which were to be public record. Friends was to provide its own volunteers and contract labor, and be solely responsible for compensating its contract labor.

Friends never complied with any of those aspects of the MOU.

Under the terms of the MOU, the City was never supposed to provide any services in support of Friends. Per the MOU, the City was precluded from providing anything of value, including staff support or services, facility space, or use of equipment such as telephones, copy machines or computers.

The City, specifically the CVB under the direction of Philip San Filippo, never complied with any of those aspects of the MOU, either. This occurred despite the fact that Friends' attorney, Ms. Wootton, reminded Mr. San Filippo in an email on April 18, 2016 that City employees could not work on City time at a Friends' event (**Exhibit 6**)

In fact, Friends was an independent entity only in its corporate paperwork. Instead, Friends was completely supported by the City in every aspect of its existence, all in violation of the MOU. All money coming into Friends was City money, beginning with ticket revenues to the sponsorships solicited by Mr. San Filippo and Ms. Dickerson, neither of whom were on the Friends board.

Since all the money that went into the Friends bank accounts were City funds, all the money that was expended from Friends accounts were also City funds. This included donations to Barbara Hubbard's non-profit ACTS, payments in violation of the procurement code described elsewhere in this report, and purchases for other events, including the Giddyup Gallop.

Furthermore, all the work done by Friends was actually performed by City employees, on City computers, using City phones, and on City time. During our interview with Friends' accountants, James Bagwell CPA, and Bryan Bagwell, they indicated all financial transactions for the Friends were initiated by CVB employees. This was confirmed in our interviews with CVB employees and was also confirmed in our analysis of support for the financial transactions, as well as emails between Friends board members and City employees (**Exhibit 28**).

Mr. San Filippo stated he wanted to form Friends to keep City money away from the City Council and others who might use it for something other than CMF. Witnesses stated



that in meetings on March 1, 2019, and March 19, 2019, Mr. San Filippo stated that the reason to create Friends was to keep funds from City events for use by CVB, without interference from elected officials; on March 7, 2019, Stuart Ed made similar statements about the creation of Friends. These statements were made in several different meetings, including those noted above, and were witnessed by numerous City employees, who reported this to us, including individuals who kept contemporaneous notes of the incidents.

Checks from the Friends bank account were signed by James Bagwell, CPA. However, no checks were issued without instruction and supporting documentation from CVB employees. In our interviews with CVB employees, it became clear that the Board of Directors for Friends had no real control over the operations of the organization and did not perform any operational functions.

The fact that City employees had check-issuance authority for the Friends account put everyone at risk of fraud. We saw instances where City employees, including Philip San Filippo, Jennifer Bales, Veronica Quezada, Liz Vega and Chris Faivre sent emails and supporting documents to Mr. James Bagwell requesting checks or other withdrawals. Philip San Filippo and Jennifer Bales also had online access to the Friends' bank accounts, which was entirely inappropriate considering they were neither on the board nor were they employees of that organization (**Exhibit 29**).

We were able to confirm through interviews with James Bagwell and Bryan Bagwell that they would not issue a check without some kind of supporting documentation, which did reduce the risk of fraud, but there were still not enough internal controls in place to sufficiently protect City assets. James Bagwell and Bryan Bagwell also performed bank reconciliations on a regular basis and would likely have caught any unauthorized transfers of funds performed by City employees with online access. We performed a thorough analysis of the banking records as part of our reconstruction of Friends and did not find any unauthorized payments or payments which appeared fraudulent.

We also located an instance where Jennifer Bales emailed the Bagwells "approving" a check be cut to an individual named Ruben ("Kenny") Arroyos, owner of KW Sound and Lighting for \$61,427.27 (**Exhibit 30**). She requests this check be cut from "the Pioneer Bank" account. This is the bank account opened by Marci Dickerson for the CMF. It is unclear why a City employee was "approving" a purchase for a Contractor that was included in the budget for the events management contract. Further, it is unclear why a City employee was approving and authorizing a payment for a bank account owned by a contractor, especially when the City has already paid that contractor to obtain accounting services.

The President of the Board of Directors of Friends, Belia Alvarez, signed some of the corporate documents for Friends, including Form W-9, the request for Taxpayer Identification Number. However, in our analysis of supporting documents for transactions, we found that while artist contracts were signed in the name "Belia Alvarez", the actual signatures were that of other individuals. It is unknown if these contracts were signed with Ms. Alvarez's name with her permission or not. We did find once instance where CVB employees requested to sign Ms. Alvarez's name for her if she



was unavailable (see **Exhibit 31**), but it is unclear if this permission was obtained every time. Regardless of whether permission was given, one would expect to see someone sign their own name, then write "For Belia Alvarez, President", or similar. It is clear from related communications that all vendor contracts were negotiated by CVB employees, Gene Dries or Barbara Hubbard, and the Friends' Board President performed no actual function in this area.

It is important to note, Friends was never intended to be the entity that purchased artist talent for the CMF, as this task was clearly included in Marci Dickerson's event management contract. In fact, the RFP attached to the event management contract for Dickerson's states:

"The CVB will make all final decisions on artists who will perform at the festival and any subcontractors that may be needed. As the fiscal agent, the Contractor will be required to execute any related agreements authorized by the CVB" (**Exhibit 4**).

Additionally, the MOU with Friends does not include any language allowing Friends to contract or subcontract on behalf on the City.

The MOU with Friends also established that Friends would implement fundraising programs to support the CVB. Friends was required to donate to the City "not less than 90% of the net funds raised during the calendar year" (**Exhibit 2**). Based on analysis of communications and on interviews with CVB employees, the Board of Directors for Friends did not participate in fundraising activities other than to provide sponsorship checks from their own organizations. Per CVB employees, most other sponsorships were solicited by Philip San Filippo, who was Director of the CVB until April of 2017 (**Exhibit 32**).

After Mr. San Filippo was promoted to Director of Economic Development, he continued to participate in the solicitation of sponsorships for Friends. However, based on interviews and analysis of emails, the bulk of the sponsorships for the CMF held in fiscal year 2019 were solicited by Albert Herrera, who is also a City employee. Solicitation of sponsorships was the sole purpose of Friends being created as an entity, according to their bylaws. The Friends Board of Directors was not actively performing that function, except for providing their own sponsorships. Friends was not entitled to keep 10% of the sponsorships and donations solicited by City employees or contractors, this is another violation of the MOU.

Additionally, there was nothing in the MOU or contracts that allowed Ms. Dickerson to keep 10% of what she solicited. She was not a board member for Friends, and we were unable to find any agreement between Friends/the City and Ms. Dickerson authorizing her to keep a commission. If her solicitations were done as a City contractor, as part of putting on the CMF, then no commissions should have been paid to Ms. Dickerson. The entirety of the 10% of donations retained by Marci Dickerson was simply City money entrusted to her that Ms. Dickerson improperly kept for herself.



All expenses incurred to operate Friends were paid from City funds, many from Friends' bank account, but some directly from City accounts. See examples at **Exhibit 33**. These amounts included business formation and licensing fees, legal fees, bank fees, and insurance costs. The total expenses for Friends paid using City funds for all years is \$20,184 (see Table 3):

Table 3: Friends expenses paid from City funds

Fiscal year	Friends Expenses
2016	\$5,948
2017	1,052
2018	2,506
2019	10,678
Total	\$20,184

From reconstruction performed by The McHard Firm under the AICPA SACS No. 1 and/or SSFS No. 1. This information is not a compilation, review or audit as defined by the accounting profession. FY 2019 includes expense for additional insurance purchased for CMT contract.

Because all of the income for the CMF and other events was being received in the Friends bank account, Friends was in violation of another requirement in the MOU; if Friends "gross annual income" (**Exhibit 2**) exceeded \$250,000, Friends was required to have an audit performed using generally accepted auditing standards, which requires that financial records be kept in accordance with GAAP.

The table below shows the gross annual income received by Friends (prepared using cash basis of accounting):

Table 4: Gross Annual Income by Fiscal Year

Fiscal year	CMF/ Plaza Events	Theatre	Total Gross Annual Income
2016	\$285,425	-	\$285,425
2017	330,122	-	\$330,122
2018	79,311	65,556	\$144,867
2019	328,062	93,487	\$421,550

From reconstruction performed by The McHard Firm under the AICPA SACS No. 1 and/or SSFS No. 1. This information is not a compilation, review or audit as defined by the accounting profession. FY 2019 includes expense for additional insurance purchased for CMT contract.

Friends clearly exceeded the \$250,000 requirement in all but one year of operation. Per our interview with James Bagwell and Bryan Bagwell, the accounting for Friends was maintained using what is called the "cash basis" of accounting. Cash basis accounting records transactions when funds are *received* and when funds are *paid*. Cash basis accounting is not in accordance with GAAP. GAAP requires the use of accrual basis accounting, where income is recorded when it is *earned* and expenses are recorded when they are *incurred*.

Based on our analysis of the records kept by James Bagwell, he was not provided enough information to keep the accounting records using the accrual basis of accounting. James Bagwell also stated he was not aware of any requirement to keep the accounting records using the accrual basis, nor was he aware of any requirement for the accounting records to be audited. In fact, neither James Bagwell nor Bryan Bagwell could recall ever



receiving a copy of the MOU and they were also not informed of any of the specific accounting requirements in the MOU.

However, it is clear that both Ms. Bales and Mr. San Filippo were aware that the MOU with Friends included audit requirements. On July 29, 2016, James Bagwell sent Mr. San Filippo a draft of the financial statements ending June 30, 2016, for Friends of Visit Las Cruces (**Exhibit 34**). Mr. San Filippo forwarded the financials to Ms. Bales stating "attached is a copy of the financial statements from James. Before I submit it, I want to talk it over with you. There are some major questions that we need to be decide [sic]. Once we discuss, we submit." (**Exhibit 35**). The item on the financial statements that caused Mr. San Filippo and Ms. Bales concern was the addition of \$341,313.51 in "CVB Expenses". James Bagwell added those expenses at the request of Ms. Bales who stated "we asked that he add another column with CVB spend in it so it could be seen the total cost of the festival" (**Exhibit 35**). However, in order to follow proper accounting procedures, Mr. James Bagwell had to add a "donation" from the City in the amount of \$341,313.51, which increased the gross income for Friends to \$621,817.76.

Mr. San Filippo was concerned about the "donation" line item, stating "it now inflates the gross income to where we need to pay for a full blown audit". Ms. Bales then suggested that they "just ask him to remove that money" (**Exhibit 35**).

Mr. San Filippo emailed Mr. James Bagwell asking him to make the change, explaining that the \$341,000 is "too high", "it is more around \$163,000". He also stated, "if we show a gross income that is too high; we may need to have an audit that will be very costly" (**Exhibit 36**). Mr. San Filippo failed to tell James Bagwell the threshold for an audit in that email. Mr. Bagwell made the requested changes to the financial statements. After changes, the gross income for Friends was \$280,504.25 (**Exhibit 37**). This was still in excess of the \$250,000 gross income for an audit, of which Mr. San Filippo was obviously aware. This also excluded a large amount of expenses incurred by the City for the CMF from the financial statements. While Mr. San Filippo estimated that the City incurred "around \$163,000" for the CMF in fiscal year 2016, our reconstruction shows the City actually incurred expenses of \$425,183 (**Exhibit 38**).

The final requirement in the MOU is that all funds received by the City from the Friends to be deposited into an appropriate City account and for any purchases made using those funds to comply with the City Procurement code. CVB employees, including Philip San Filippo, failed to provide any of the funds received by Friends for the CMF to the City until the end of fiscal year 2019. CVB employees, also at the direction of Philip San Filippo, used the City funds held in the Friends bank accounts to make purchases which did not comply with the procurement code (see **Exhibit 28**).

It is important to note that Friends had no staff, no contractors, no payroll, no office space, no phone number, and no office equipment. In short, Friends had no ability to perform the tasks assigned to it in the MOU. When we visited the CVB offices, we found documents for Friends in Ms. Bales' office, including the non-profit's tax returns and corporate documents. City employees set the meeting times and agenda for Friends, they led the meetings, took the minutes, and performed all follow-up.



e. Breaches by Dickerson's Catering of event management contract:

In addition to being operated by CVB employees, Friends was performing functions that Dickerson's was contractually obligated to perform – in other words, City employees were performing the obligations of the Dickerson's Catering event management contract. The obligations discussed in RFP 15-16-023 require Dickerson's to "serve as fiscal agents" and "receive funds from booth sales, sponsorships, merchandise and ticket sales". Dickerson's was also required to "provide ticketing to include online services", "provide weekly ticket counts", "create reports of ticket sales", "provide a weekly report of all income and expense transactions to CVB" and "use an independent accounting firm to oversee all financial records and accounting of the CMF" (**Exhibit 4**).

Dickerson's Catering contract required the company to provide services including ticket sales, booth sales, sponsorships and merchandise sales, however, those tasks were initiated and managed by CVB employees and the funds from these sales were all deposited into a bank account held by Friends. CVB employees were managing all online ticket sales and related reporting. CVB employees were also solely responsible for communication with the accounting firm who was performing the bookkeeping for the CMF. Per James Bagwell and Bryan Bagwell, Dickerson's provided some financial records to them, but this practice ended in fiscal year 2017. Additionally, all of the income from the CMF and the majority of the expenses for the CMF were processed through the Friends bank accounts at the direction of CVB employees, as discussed throughout this report.

As discussed previously, Dickerson's was required by contract to "execute artist agreements" (**Exhibit 4**). Instead, all artist agreements were executed by Friends board members, or by City employees and/or Gene Dries signing the name of Friends board members. These agreements were negotiated by CVB employees, Barbara Hubbard or Gene Dries. Finally, some artists performed without an executed agreement at all. Considering Dickerson's was the fiscal agent for the Festival, it was Dickerson's responsibility to ensure all artists had complete, written contracts.

Further, the majority of artist payments were processed through the Friends bank account at the direction of CVB employees. The artist agreements were supposed to be paid by Dickerson's Catering out of her event management contract, and \$22,000 was specified in that contract for booking talent. In fact, talent acquisition cost up to 10 times that amount, and was paid by Friends using City funds, not by Dickerson's Catering. Mr. San Filippo signed off on the Dickerson's catering invoices for approval of payment, as did Ms. Bales in most cases.

CVB employees told us that Mr. San Filippo chastised Jennifer Bales because Ms. Bales wasn't doing a good job keeping Ms. Dickerson in the loop about CMF. We were told that Ms. Dickerson was upset because the City employees who were performing much of the work for the Dickerson's Catering CMF contract weren't adequately keeping her filled in on their progress, and as a result, Ms. Dickerson wasn't able to answer questions about the status. While we were told this by more than one employee, we were unable to find any emails to support the employees' recollections.



f. Eventbrite:

Ticket sales for the CMF and Plaza Events were managed through Eventbrite. Eventbrite is a common event management platform that is used by a variety of organizations for the purpose of selling tickets to an event and/or managing the number of attendees at events. Event attendees purchase tickets using Eventbrite's website. Eventbrite performs all credit card processing and then deposits the receipts, less fees, to a bank account indicated by the user. Prior to Dickerson's being awarded the event management contract for the CMF, ticket sales were handled by the previous event management contractor, Helping Hands LLC. According to the event management contract signed by Ms. Dickerson, Dickerson's was not only responsible for managing the ticket sales, Dickerson's was also to collect the revenues from ticket sales and provide weekly and monthly reporting to the City regarding ticket sales (**Exhibit 4**). Dickerson's did not perform any of these functions, rather, these functions were performed by City employees.

The Eventbrite platform for ticket sales was established using the federal tax ID number ("FEIN") for Friends of Visit Las Cruces. However, per interviews with CVB staff, this, like all other Friends' tasks, was done by City employees. The Eventbrite platform also had a single login which was only used by City employees, and multiple City employees had access to the Eventbrite account. All revenues for CMF ticket sales and Plaza event sales were designated through Eventbrite to be deposited into the bank account held by Friends.

This is problematic for several reasons. First, Friends was not considered a fiscal agent for the City, as the City never intended for Friends to receive revenues on behalf of the City. Dickerson's Catering was supposed to be performing this function based on their contract for event management. Second, the board members for Friends were not actually performing this function, City employees were. Additionally, City employees were performing this function using City equipment. Reports were also stored and generated using City equipment, all of which was prohibited according to the MOU between Friends and the City.

Finally, the internal controls over ticket revenues were poor. All City employees shared one login to the Eventbrite account, which means any City employee with the login information had the ability to change the deposit account information in Eventbrite to any bank account, including their personal bank accounts. During our investigation, we requested that Liz Vega pull a "payout detail" report from Eventbrite, and we were provided the deposit history for that account. We were able to confirm that funds from ticket sales were only deposited into bank accounts owned by Friends (**Exhibit 39**). While the report does not show that any funds were diverted, the fact remains that a significant amount of City funds were at risk of theft due to poor internal controls.

The other anomaly in the Eventbrite account was that for 2016 a Form 1099-K was generated for Friends' FEIN showing that \$15,201,113 in ticket sales came into the Friends account (**Exhibit 40**). As is demonstrated in **Exhibit 39**, deposits to the Friends bank account were nowhere close to that amount. It is unknown if the Form 1099 was simply an error on the part of Eventbrite, whether someone else used Friends' FEIN



through Eventbrite, or some other alternative. We recommend that the City work with Eventbrite to figure out what happened, and to request a corrected 2016 Form 1099. Although the Form 1099 was issued for Friends, we have established that all of the money in the Friends account belonged to the City, thus this should be corrected.

g. Currency at CMF:

The CMF had several areas where event staff collected currency for payment. Currency payments were accepted at vendor booths, including alcohol sales, at the entrance for on-site ticket purchases, and at the merchandise booths. While collections at vendor booths were the responsibility of the vendors who rented the booth and collections for food and alcohol sales were the responsibility of Dickerson's Catering, City employees worked the entrance and merchandise booths and collected payments in currency and other payment methods in these areas. (See discussion elsewhere in this report regarding unpaid overtime to City employees for this work.)

Analysis of banking and accounting records related to Friends show there were withdrawals for "change funds" for the CMF in 2016 and 2017 that appear to be excessive. According to the records we analyzed, a \$40,000 change fund was provided by Dickerson's Catering in 2016. In 2017, Dickerson's Catering provided a \$50,000 change fund and in addition a \$40,000 change fund was also withdrawn from the Friends' bank account. These withdrawals created a \$90,000 change fund for the 2017 CMF (**Exhibit 41**). Based on banking documents we were provided; these change funds represent currency withdrawals from bank accounts.

As a comparison, the currency withdrawn for the change fund for the 2018 CMF was \$10,000. Per interviews with CVB employees, the currency withdrawal for the change fund for the 2019 CMF was approximately \$4,500. CVB employees also said during interviews that they did not run out of currency to use for change in 2018 and 2019 despite the change fund being just a fraction of what it had been in 2016 and 2017.

Generally, change funds for a cashier's drawer are between \$200 and \$300. Using that standard, if \$90,000 in currency were needed for the 2017 CMF that means there should have been 300 cash handling locations at the event. The CMF did not have that many cash handling locations and did not have the attendance to even accommodate that much cash activity.

When we asked CVB employees about the large currency withdrawals for change funds, employees stated that part of the reason for the large amount was to cover "buy-outs" for the artists that were performing. Performing artist contracts usually include what is known as a "rider". This dictates the items the performers will receive during the show and cover everything from musical equipment, to towels, to food. At times, instead of having the venue provide all of the food, the artist and his or her staff will receive a buy-out. A buy-out is when the venue provides the artist with a pre-determined amount per person, which is usually required to be paid in currency on the day of the performance. We analyzed all of the artist contracts and determined that some, but not all, of the artists did request buy-outs. As shown below, currency amounts for buy-outs were withdrawn separately from the "change fund" withdrawals described above.



A document titled "Checks and Cash for Bands" (**Exhibit 42**) was provided to Mr. James Bagwell prior to the 2017 CMF. This document shows \$7,820 was requested in cash for artist buy-outs and other payments. Mr. James Bagwell withdrew \$8,000 in currency from the Friends bank account on April 27, 2017 (**Exhibit 41**). On April 28, 2017, a withdrawal of \$40,000 in currency was made for the "change fund". Per an email from Liz Vega, the large withdrawal was at the request of Jennifer Bales (**Exhibit 43**). Per the email, "it is mostly because we are selling the artists merchandise and have to pay them out day of". It is unclear why the merchandise sales themselves would not have generated enough currency to pay the artists' portion of the merchandise sales. In fact, \$40,000 in currency was deposited back into the Friends bank account on May 1, 2017, the first business day immediately following the CMF, making it clear that the \$40,000 withdrawal was unnecessary.

The excessive change funds in those years also created additional risk for the City and City employees. Because the withdrawal was made in currency, City employees were then carrying around large amounts of paper money. Per interviews with CVB employees and the Bagwell CPA firm, in 2016 and 2017, the excess currency was kept in a safe in a recreational vehicle belonging to Marci Dickerson. While the entire change fund was provided by Dickerson's in 2016, \$40,000 of the change fund in 2017 was provided from City funds held in Friends' bank accounts. Based on multiple interviews, these City funds were also co-mingled with funds that did not belong to the City, such as funds from alcohol sales.

Having thousands of dollars of currency onsite at the CMF left City employees and other CMF contractors at risk for robbery and left City funds at high risk of loss or theft due to a lack of controls.

Finally, in all years of the CMF we analyzed, all of the merchandise booths and the entrance to the festival were staffed by CVB employees, none of whom had any formal cash handling training. Per interviews with CVB employees, they relied on Ms. Dickerson's knowledge of cash handling to ensure they were following appropriate controls. However, it is unclear from our interviews what procedures, if any, were in place to ensure appropriate internal controls over cash. We found no documents that were kept to track currency that would also have reduced the opportunity of theft of this currency. We also identified no record of which individuals were ultimately responsible for the cash collected by City employees.

h. Procurement of talent:

The City thought they were paying \$22,000 for talent per year, as Ms. Dickerson's event management contract required her to contract talent for that amount. In actuality, over \$250,000 was paid for talent in fiscal year 2019, and artist payments were no less than \$125,000 in each of the years we examined. Most of the big names were in excess of \$50,000 each, for example, Dwight Yoakam was paid \$100,000 to play the CMF in fiscal year 2019. In all, \$797,350 was spent for artists for the CMF for fiscal years 2015-2019.



Table 5: Contracts with talent for CMF

Performance Date	CMF Year	Artist Name	Amount	Contract?	Entity on Contract	Procurement Required?
4/25/2015	2015	Bri Bagwell	\$3,500	Y	ACTS	N
4/25/2015	2015	Dustin Lynch	35,000	Y	Helping Hands	Y
4/24/2015	2015	Kenny Rogers	65,000	Y	ACTS	Y
4/25/2015	2015	The Swon Brothers	25,000	Y	ACTS	Y
4/24/2015	2015	RaeLynn	10,000	Y	ACTS	Y
4/30/2016	2016	Chris Baker Band	850	Y	Las Cruces CMF	N
4/29/2016	2016	Border Avenue	300	Y	Las Cruces CMF	N
4/30/2016	2016	Vince Alten	300	Y	Las Cruces CMF	N
4/29/2016	2016	Yarbrough Band	500	Y	Las Cruces CMF	N
4/29/2016	2016	Josh Grider	4,000	Y	Friends	N
4/30/2016	2016	Bri Bagwell	4,000	Y	ACTS	N
4/29/2016	2016	Aaron Watson	7,500	Y	ACTS	N
4/30/2016	2016	David Nail	35,000	Y	ACTS	N
4/29/2016	2016	Nitty Gritty Dirt Band	35,000	Y	ACTS	N
4/30/2016	2016	Rick Trevino	6,000	Y	ACTS	N
4/30/2016	2016	Cam	20,000	Y	ACTS	N
4/29/2016	2016	Lee Ann Womack	35,000	Y	ACTS	N
4/29/2017	2017	Kacey Musgraves	75,000	Y	Friends & Dries	N
4/29/2017	2017	Eli Young Band	47,500	Y	Friends	N
4/28/2017	2017	Travis Tritt	50,000	Y	Friends & Dries	N
4/28/2017	2017	Tanya Tucker	40,000	Y	Friends	N
4/29/2017	2017	Bri Bagwell	4,000	Y	Friends	N
4/28/2017	2017	The Marshall Tucker Band	25,000	Y	Friends & Dries	N
4/29/2017	2017	Abe Mac Band	800	N	N/A	N
4/29/2017	2017	Brian & the Wild Oats	1,000	N	N/A	N
4/28/2017	2017	Justin Kemp Band	850	N	N/A	N
4/28/2017	2017	The Yarbrough Band	1,000	N	N/A	N
10/20/2018	2018	Sawyer Brown	35,000	Y	Las Cruces CMF	N
10/20/2018	2018	Randy Houser	75,000	Y	Friends	N



10/19/2018	2018	King Leg	6,000	Y	Friends	N
10/21/2018	2018	Rick Trevino	6,500	Y	Friends	N
10/19/2018	2018	Frankie Ballard	30,000	Y	Friends	N
10/19/2018	2018	Dwight Yoakam	100,000	Y	Friends	N
10/20/2018	2018	Brennin [Hunt]	5,000	N	N/A	N
10/19/2018	2018	Vince Alten	1,350	N	N/A	N
10/20/2018	2018	Simon Balkey	800	Y	Visit Las Cruces	N
10/20/2018	2018	Tell Runyan	750	Y	Visit Las Cruces	N
10/19/2018	2018	CoCo O'Connor	700	Y	Visit Las Cruces	N
10/19/2018	2018	Sidnye Askew	1,000	Y	Visit Las Cruces	N
10/21/2018	2018	Abe Mac Band	800	N	N/A	N
10/19/2018	2018	Yarbrough Band	1,000	N	N/A	N
10/20/2018	2018	Half-Broke Horses	750	Y	Visit Las Cruces	N
10/20/2018	2018	Christopher Baker	600	Y	Visit Las Cruces	N
Total artists payments for CMF			\$797,350			

From reconstruction performed by The McHard Firm under the AICPA SSCS No. 1 and/or SSFS No. 1. This information is not a compilation, review or audit as defined by the accounting profession.

Talent became an exception to the procurement code for the City only after April 25, 2015. Prior to April 2015, all talent payments that didn't go through the appropriate procurement and RFP process were procurement violations, based on the amount paid. Thus, for the CMF in 2013, 2014 and 2015, all talent over \$5,000 should have gone for a quote, and any contracts at or above \$50,000 should have gone to Council for approval. Prior to April 25, 2015, the City's procurement code requires documented efforts to procure entertainment just like any other purchase of goods or services.

The procurement code also clearly sets out who has the authority to obligate the City to purchases and contracts. Depending on the amount, contracts should have been approved by City Council, the City Manager or the Procurement Manager. While Ms. Dickerson was allowed by contract to procure entertainers for the CMF, she did not actually contract with any of the artists who were hired while she held the event management contract.

In fact, artists had contracts with several different "organizations", none of which were allowed by the City to enter into such contracts and some of which weren't even legal entities. There were 11 instances where artists contracted with ACTS, owned by Barbara Hubbard. In seven of these instances, we were able to confirm that payment for the artists were made to ACTS, who then paid the artists directly.

There were 12 instances where the artists were contracted with Friends. We were not provided with signed contracts for several of these artists. One of the contracts with Friends was signed by Mr. San Filippo, who is not a board member or employee of



Friends and was not able to legally obligate that organization. Several of the contracts were purportedly signed by Belia Alvarez, however, the signatures on the contracts are clearly not that of Belia Alvarez. It is unclear if Ms. Alvarez authorized anyone else to sign on her behalf or whether her signature was forged.

There were five instances where artists contracted with the “Las Cruces Country Music Festival”, which is not a legal entity, but rather an event hosted by the CVB. Four of these contracts specifically call the festival itself as the “client” and then note “Friends of Visit Las Cruces acts only as agent and assumes no responsibility as between the employer and the performer” (**Exhibit 44**). It is unclear which entity would be held liable if there was a contract dispute in these instances. These four contracts total \$1,950.

The fifth instance where an artist was contracted with the “Las Cruces Country Music Festival” involves the contract with Sawyer Brown in fiscal year 2019 (**Exhibit 45**). In this instance, the contract was signed by “Belia Alvarez”, however, the signature clearly does not belong to Ms. Alvarez. Again, the festival itself is not a legal entity and if there were a contract dispute, it is unclear which entity would be held liable.

Finally, there were eight instances where an artist was paid without a contract. One of these artists is Brennin Hunt. (See additional discussion regarding Brennin Hunt and Mr. San Filippo elsewhere in this report.)

i. KW Sound & Lighting and other CMF vendor payments:

KW Sound & Lighting (also referenced as K&W Sound in some documents) is a Las Cruces-based company that provides sound and audio equipment for concerts, as well as various other audio services. KW Sound was used for the CMF for all years we analyzed. In fact, the Dickerson’s event management contract had a line item specific to the purchase of KW’s services for the CMF. Per the event management contract, Dickerson’s was to procure this particular service for \$55,000 per year.

Dickerson’s did not procure the services of KW Sound for some of the years Dickerson’s was under contract. Instead, the following payments were made to KW Sound through the Friends bank account:

Table 6: Payments to KW Sound from Friends bank accounts

Date of Payment	Fiscal year	Vendor	Amount
5/6/2016	2016	KW Sound	\$50,874.38
10/17/2018	2018	KW Sound	\$48,594.41

From reconstruction performed by The McHard Firm under the AICPA SACS No. 1 and/or SSFS No. 1. This information is not a compilation, review or audit as defined by the accounting profession.

Copies of these payments are included as **Exhibit 46** and **Exhibit 47**.

The MOU in place between the City and Friends required Friends to follow City Procurement Code when making purchases with City funds (**Exhibit 2**). The payments made to KW Sound used the revenues generated by ticket sales for the event, which were City funds. As such, Friends was required to obtain no fewer than three written



quotes for these purchases and obtain approval from the City Manager to make this purchase. There is no documentation to show that City employees acting on behalf of Friends made any attempt to comply with this requirement. The only supporting documentation for these purchases is an invoice provided by KW Sound.

The City Procurement Code also requires two written quotes and approval from the Purchasing Manager to make purchases between \$10,000 and \$25,000 (**Exhibit 48**). There were three payments made to other vendors from Friends bank accounts that should have complied with this requirement (see table below). As with KW Sound, there is no documentation to show that City employees acting on behalf of Friends made any attempt to comply with this procurement requirement.

Table 7: Payments to other vendors from Friends bank accounts

Date of Payment	Fiscal year	Vendor	Amount
9/20/2016	2017	Blueline Rental	\$15,155.73
6/21/2017	2017	Sunbelt Rentals	\$14,930.34
10/17/2018	2018	Southcoast Audio	\$16,247.00

From reconstruction performed by The McHard Firm under the AICPA SSCS No. 1 and/or SSFS No. 1. This information is not a compilation, review or audit as defined by the accounting profession.

These payments were for generator rentals to power vendor booths and for additional audio support at the CMF. These are also services that were supposed to be procured by Dickerson’s, but were instead paid for using City funds from Friends’ bank account. Copies of these payments are included collectively as **Exhibit 49**.

In all of these instances, the City Procurement Code required records of showing quotes were obtained and approved to be saved, but this did not occur.

j. Country Music Television production:

Country Music Television’s (“CMT”) Hot 20 Countdown was filmed at the CMF held in fiscal year 2019. Mr. San Filippo sent an email to Stuart Ed on October 4, 2018 stating “I am happy to inform you that Visit Las Cruces has confirmed that CMT’s Top 20 TV Show will be filming during the Las Cruces Country Music Festival. This includes pre-publicity, filming at the festival and afterwards. This is a major coup for the Country Music [sic] and all of Las Cruces.” (**Exhibit 50**). What Mr. San Filippo fails to mention in this email, which was later forwarded to the Mayor and City Council, was the privilege of having the CMT Hot 20 Countdown film in Las Cruces was not free.

In an email dated October 4, 2018, Jamila Gilbert, Director of Marketing & Communications for the CVB, emailed a contract for the CMT Hot 20 Countdown to Belia Alvarez requesting signature (**Exhibit 31**). This contract is between the Las Cruces Convention and Visitors Bureau and CMT Productions, Inc., (**Exhibit 51**). Ms. Alvarez was not a City employee and did not have authority to contractually obligate the City in any way. Additionally, it is clear from a series of emails between Ms. Gilbert and Elaheh Ziglari, Senior Coordinator for Business & Legal Affairs with CMT, that Ms. Gilbert was the one responsible for negotiating the contract on behalf of the CVB (**Exhibit 52**). It is



unclear that Ms. Gilbert has the appropriate authority and ability to be able to negotiate such a contract.

The contract obligated the CVB to pay \$10,000 for “production costs” related to the show. The contract also required the CVB to pay for lodging for the crew of the show and obtain specific insurance related to the production. The City procurement code requires at least two quotes for purchases of \$10,000 to \$25,000 and requires approval by the City Purchasing Manager (**Exhibit 48**). While this is arguably a sole source purchase, the sole source justification was not documented and the purchase was not approved by the Purchasing Manager. The final invoice from CMT is paid by Friends on November 15, 2018 (**Exhibit 53**). The lodging for the crew was charged to the City P-card on October 29 and 30, 2018 (**Exhibit 54**). The total paid for lodging is \$3,654.29.

The additional insurance required for the CMT production was also obtained outside of normal procurement channels by CVB staff. The insurance policies were negotiated and obtained by Veronica Quezada, Administrative Assistant for the CVB (**Exhibit 55**). Two policies were obtained: one for Friends of Visit Las Cruces with a premium of \$2,423 and one for Las Cruces Convention and Visitors Bureau with a premium of \$7,805 (**Exhibit 56**). Both policies, totaling \$10,231, were paid from the Friends bank account using City funds (**Exhibit 57**).

CVB employees made no attempt to contact the City to determine if appropriate insurance was already in place, thus possibly incurring an unnecessary expense. Also, neither the insurance policies nor the production contract was cleared through the City Attorney’s office. Not only did CVB staff ignore the procurement process entirely, they also put the City at increased risk if there was some dispute with the contract or insurance policy. Finally, Mr. San Filippo did not reveal to his superiors that the filming would cost the City a total of \$23,885 (see table below).

Table 8: Cost for CMT production

Production cost contribution	\$10,000
Hotel rooms for CMT staff	3,654
Insurance	10,231
Total	\$23,885

From reconstruction performed by The McHard Firm under the AICPA SSCS No. 1 and/or SSFS No. 1. This information is not a compilation, review or audit as defined by the accounting profession.

k. Procurement of talent by Philip San Filippo was for his wife’s birthday party:

One of Barbara Hubbard’s students, country singer Brennin Hunt, played at Ms. Hubbard’s birthday party, which was funded by the City and held on July 27, 2017. While attending Barbara Hubbard’s City-funded party, Mrs. San Filippo reportedly told Mr. San Filippo that she wanted Mr. Hunt for her birthday. Mr. San Filippo then announced to the crowd that he was giving his wife Brennin Hunt for her birthday (**Exhibit 58**).

Nearly a year later, on June 24, 2018, Mr. San Filippo did indeed arrange for Mr. Hunt to sing at his wife’s birthday party. The performance at Marsha San Filippo’s birthday party



only cost Mr. San Filippo \$500, plus Mr. Hunt's actual travel expenses, which were minimal, since Mr. Hunt evidently stayed with Mrs. Hubbard. (**Exhibit 59**).

Following the trip to Las Cruces to perform at Mrs. San Filippo's birthday party, Mr. Hunt performed at CMF held in fiscal year 2019, specifically on October 20, 2018. We found no contract for Mr. Hunt's appearance at the CMF. Despite a lack of contract, Mr. Hunt was paid \$5,000 plus travel expenses (**Exhibit 60**).

Assuming that Brennin Hunt played the CMF for his regular rate, Mr. San Filippo received a significantly discounted rate for his wife's birthday party, paying just 10% of Mr. Hunt's CMF rate. It is unclear whether or not the discounted rate for Mrs. San Filippo's birthday party was quid pro quo for being invited to play at the CMF, and Mr. San Filippo was doing a favor for Mr. Hunt, or if Mr. Hunt was doing the favor for Mr. San Filippo by discounting the rate. The fact that Mr. Hunt played without a contract could have resulted in liability for the City, and appears to underscore the secretive nature of the arrangement between Mr. San Filippo and Mr. Hunt.

I. Gene Dries contract:

Despite being a portion of Ms. Dickerson's event management contract, the City paid Gene Dries, owner of Jux.ta.Promotion, to book talent for the CMF; he was listed as the Creative Director of the CMF on invoices and in emails (**Exhibit 61**). Mr. Dries was paid over \$36,000 for his services as Creative Director, beginning in 2016. There was no contract between the City or Friends and Mr. Dries until June 20, 2019, after scrutiny over CMF began (**Exhibit 62**). The agreement with Mr. Dries didn't go through procurement in any form and no sole source justification was attached to the contract.

City employees told us that Mr. San Filippo stated that he knew Mr. Dries from their work together in the Cayman Islands. We found press clippings referencing a country music festival put on in the Cayman Islands involving Mr. Dries in 2001, during Mr. San Filippo's tenure there (**Exhibit 63**).

Research turned up only a LinkedIn page for Mr. Dries and Jux.ta.Promotion, listing no prior experience, and no other information about the company. Jux.ta.Promotion has no web presence, although an email address is linked with Mr. Dries and his home address in public records searches. The entity has a Tennessee address, however, neither Jux.ta.Promotion nor any company with a similar name, is registered as either a current or former company with the Tennessee Secretary of State. Jux.ta.Promotion is not a New Mexico registered company, either. Mr. Dries previously had a company registered in Tennessee, called Wet/TV Productions LLC, listed at his home address, but that company dissolved in 2001 (**Exhibit 64**). Clearly, no vendor due diligence was done by anyone at the City, even when a written contract was eventually put into place.

m. Conflict of interest:

On December 1, 2015, Philip San Filippo loaned \$25,000 to Marci Dickerson and Dickerson's Holding II, LLC, in exchange for a promissory note and value received. The note specified 8% interest on the \$25,000, with interest only payments of \$166.67 per



month. The note lacked any specificity as to repayment, except that as of December 1, 2020, repayment could be demanded with 90 days written notice. This investment represented an interest in Dickerson's Holding II, LLC, the property owner of 4131 Northrise Dr, which is The Game II sports bar owned by Ms. Dickerson (**Exhibit 65**). This loan occurred exactly 15 days before Marci Dickerson DBA Dickerson's Catering signed the contract award for CMF event management services on December 15, 2015, (**Exhibit 4**) and is a conflict of interest for Mr. San Filippo regarding Ms. Dickerson and her businesses.

Mr. San Filippo failed to report this conflict of interest to the City form when it occurred, nor in any subsequent year on the form, "Employee's Request for Outside Employment and Notification of Possible Conflicting Financial Interests", required annually used to report conflicts. In fact, Mr. San Filippo never disclosed the conflict appropriately on the form. Instead, he signed forms during those years attesting that he did not have any conflicts of interest.

City regulations state that any employee with a conflict of interest is not allowed to either directly or indirectly be part of any procurement involving the entity with whom they have a relationship. Instead, Mr. San Filippo was directly involved in procurement of Dickerson's Catering contracts for CMF and other events, and also personally signed off on Ms. Dickerson's invoices, authorizing payment.

Beginning on April 25, 2016, a series of emails were received by Mr. San Filippo on his City email from Mountain States Escrow. The emails include statements depicting a balance of \$25,000 due to Philip San Filippo from Marci Dickerson; subsequent emails through May 6, 2019, reflect payments of \$166.67 per month made by Ms. Dickerson (**Exhibit 66**). The payments were for interest only; the balance of \$25,000 was not reduced by the payments.

On June 7, 2016 and again on August 11, 2016, emails from Marci Dickerson to her investor "dream team", included Mr. San Filippo at his City email. The emails discuss building improvement progress, hiring of staff and ribbon cutting events for The Game II. She notes that everyone should be receiving their payments, and to let her know if there were any problems, and closes "thank you dream team for making this a reality". Email recipients, including Mr. San Filippo were reminded to "wear your dream team shirts" at the ribbon-cutting ceremony on September 14, 2016, and were invited to the grand opening and surrounding events on September 19, 2016. These emails are included in their entirety as **Exhibit 67**. Per a citizen's complaint, the ribbon cutting for The Game II was filmed and depicted on the City's website with a congratulatory message to Ms. Dickerson.

On April 19, 2016, Marci Dickerson emailed to Jennifer Bales' City email a copy of the \$25,000 promissory note with Mr. San Filippo, and another promissory note for \$50,000 with another investor couple. Both promissory notes are dated December 1, 2015 and both are unsigned. The purpose of the email is unclear; the subject line is "Phil" (**Exhibit 68**).



Additionally, on February 24, 2017, after multiple warnings from law enforcement, Ms. Dickerson was cited for criminal noise ordinance violations at The Game II. On February 27, 2017, she emailed Philip San Filippo and Stuart Ed to schedule a meeting to assist her in dealing with the criminal summons (**Exhibit 69**). Mr. Ed ultimately directed City staff, including the City Attorney, to change the noise ordinance to make it “more business friendly”. This was a benefit to Ms. Dickerson’s sports bar, The Game II; this was also a benefit to Mr. San Filippo, as an investor in Ms. Dickerson’s business.

On May 19, 2017, an unknown individual filed a complaint about a conflict of interest via the City’s Hotline. The reporting party stated that Mr. San Filippo was an investor in The Game II restaurant and bar, and that Mr. San Filippo’s photo was inside The Game II, depicting him with a matching red outfit, along with other investors. The reporting party questioned why The Game II received a business permit without adequate parking, and why CVB depicted a video segment on the ribbon cutting for The Game II on the City’s website, which was produced by City employees. The video was entitled “Congratulations to Marci Dickerson”, according to the reporting party, and Mr. San Filippo was depicted in the video assisting with the ribbon-cutting. The complaint stated that other businesses were not similarly featured on the City’s website, just The Game II. The reporting party questioned whether or not the investment and relationship was disclosed to the City by Mr. San Filippo, and requested an investigation into whether City funds were being used to assist an employee with a personal investment (**Exhibit 70**).

On January 11, 2018, more than eight months after the hotline complaint was made, Mr. San Filippo sent an email to Stuart Ed apologizing for failing to mention his loan to Marci Dickerson, but denying that he was an investor in her company, and stating that there was no conflict of interest. He denied being involved in decision-making, meetings or discussion on any business dealings, and stated that the loan has nothing to do with Dickerson’s Catering (**Exhibit 71**). Stuart Ed replied within a few minutes, only to Mr. San Filippo, “Thank you for the response. This should suffice.” The following day, in a second response to Mr. San Filippo only, Stuart Ed replied, “In accordance with the recommendation of the Hotline Committee, I am advising you to be cognizant of the perceptions that can occur due to the responsibilities of your position and your interaction with the public.” (**Exhibit 72**).

It is unknown what actions were immediately taken in response to the hotline complaint, if any. The City has a third-party hotline vendor, but we were told that hotline calls only went to the City Auditor, which at the time was Audrey Evins. At that time, the Auditor only shared complaints with the City Manager, who would then decide if it was appropriate for the complaint to go to the entire Hotline Committee. We could not determine whether or not Ms. Evins or Mr. Ed sent the complaint on to the Hotline Committee, as should have happened, or if the complaint went to Mr. Ed and was never sent to the Committee.

We were told that the Hotline Committee did not meet regularly unless there were complaints to discuss, and members of the committee we interviewed do not recall ever meeting to discuss the complaint regarding Philip San Filippo around the time the complaint was received. It is not known what actions were immediately taken, if any, by



Mr. Ed, Ms. Evins, or the Hotline Committee, regarding the complaint against Mr. San Filippo.

In April of 2019, questions arose about how the matter was handled, and Stuart Ed sent an email to members of the Hotline Committee stating that he was “sharing my honest recollection as best I can” of the events following the hotline complaint. He stated that the Hotline Committee made up of the Internal Auditor, City Attorney and Assistant City Manager all reviewed the hotline complaint, and all allegedly felt that there were no issues of concern (**Exhibit 73**).

Other Hotline Committee members’ memories differed about what was done and decided at the time, and dispute Mr. Ed’s “honest recollection”. When Stuart Ed suggested via email that the payments are fine as long as the compensation meets certain criteria, City Attorney Jennifer Vega-Brown replied, “It’s a conflict no matter how much he receives” (**Exhibit 73**). Mr. Ed’s statements were misleading; there is no evidence that the Hotline Committee made the decision that there was no conflict of interest, nor that they decided not to investigate or take any action. There is, however, indication that Mr. Ed unilaterally decided that it wasn’t an issue at the time. When other concerns arose, he prompted Mr. San Filippo for details, which resulted in the email of disclosure and apology from Mr. San Filippo, and Mr. Ed’s two different replies regarding the same email (**Exhibit 73**).

Mr. San Filippo’s investment in Dickerson’s Holdings II, LLC, the holding company for the building that housed Ms. Dickerson’s restaurant, meant he should have been precluded from any direct or indirect involvement with procurement around Marci Dickerson’s companies, including Dickerson’s Catering. The timing of the loan or investment, right in the midst of the initial CMF event management contract with Dickerson’s Catering, leaves little to the imagination in terms of an obvious and direct conflict of interest.

Instead of recusing himself from any involvement in Dickerson’s procurement in years 2015-2019, Mr. San Filippo sat on the committee that gave the CMF contract to Marci Dickerson and/or supervised others who were on the committee, and was directly involved with negotiating those contracts. Additionally, during our interviews, several employees stated that there were numerous occasions when Mr. San Filippo directed that Dickerson’s Catering be used to provide services to the City, even in cases where another vendor was more appropriate, or another vendor was preferred (examples provided as **Exhibit 74**). City employees told us that any time another catering vendor was suggested, Mr. San Filippo would immediately state, “Just use Dickerson’s”.

Additionally, Mr. San Filippo disclosed the relationship between himself and Marci Dickerson’s company to Stuart Ed in 2018, but continued to certify in the City form that there was no conflict. The City’s conflict policy and form requires disclosure of any “direct or indirect” conflict of interest. Mr. San Filippo should have disclosed his conflict of interest on December 1, 2015, and on all annual forms thereafter (**Exhibit 75**).

Mr. Ed had also received other complaints and criticism of Mr. San Filippo, ranging from complaints about lack of professionalism in meetings, to information questioning his prior employment and background. Unknown person(s), using the name Paul Zimmerman has



made multiple IPRA requests, and provided a report alleging issues with Mr. San Filippo and with Friends. The President of the Arts Council was critical of Mr. San Filippo, as were others, in a series of emails (**Exhibit 76**).

In each case, Mr. Ed vigorously defended Mr. San Filippo. Although these emails were frequently forwarded by Mr. Ed to Mr. San Filippo, there is no evidence that Mr. Ed informed the City Attorney, or took any actions to investigate the allegations of impropriety, unprofessionalism, or conflicts of interest. Instead, it appears that Stuart Ed actively covered up or squelched complaints and concerns regarding Mr. San Filippo, the CVB, the CMF and Friends.

n. Alcohol sales at CMF:

The City is precluded from directly receiving revenue from alcohol sales; however, this was the one role where Friends could have legitimately been used to benefit CVB. Friends could have properly procured and selected the alcohol sales vendor that was most qualified, while providing the highest percentage of profits back to Friends. Those profits could have then been donated to the City, as per the MOU (**Exhibit 2**).

Instead, with no written agreements or contracts, Dickerson's Catering served all alcoholic beverages, and retained all profits. No records were kept for the sale or profits from alcohol sales for City events. We estimate, based on what is known of alcohol sales in 2019, and attendance at the various events, that alcohol sales each year were between \$40,000 and \$60,000. The City received no benefit from these sales, and all revenue was retained by Dickerson's Catering.

o. Fair Labor Standards Act violations and time card manipulation:

Employees we interviewed at CVB complained that Mr. San Filippo required all hourly and salaried CVB employees to list their work hours on each time sheet as Monday through Friday, 8am to 5pm. Employees were not allowed to put their actual work hours, which unsurprisingly varied widely from that standard schedule, particularly around events such as the CMF, Plaza Events and the Theatre. This manipulation of time sheets, at the direction of Mr. San Filippo, violated City policy.

Employees reported to us that they worked significantly more than 40 hours during the weeks when the CMF was held. Employees also worked more than 40 hours a week during other times, working as much as 20 hours per day. Contemporaneous emails supported these statements (**Exhibit 77**). As discussed throughout this report, this occurred because CVB staff were required to work the events, including staffing ticket booths, collecting money, moving, setting up and breaking down stages and heavy equipment, transporting CMF artists, running errands for artists, staffing ancillary events such as the charity fundraising breakfast put on by Mr. San Filippo's wife, and much more.

City employees were used for these tasks, even though Dickerson's event management contract mandated that Dickerson's was supposed to provide that labor, and Friends was supposed to be providing volunteer labor for such tasks (**Exhibits 2 and 4**). City



employees also worked outside their position descriptions, including exceeding lifting limits, working odd hours, working outside and at night, and handling cash without cash handling training.

Prior to our investigation, the CVB employee responsible for reporting timesheets to the City had complained to the HR Department that the CVB was not following procedure, and employees complained that they were not receiving the paid overtime to which they were entitled. According to an internal investigation performed by the HR Department, Mr. San Filippo told CVB employees that the CVB was not like the rest of the City, and did not have a budget to pay overtime, so no overtime pay would be granted. In truth, the CVB was funded by Lodgers' Tax, and thus had ample money for overtime pay. More importantly, the CVB also has the obligation to pay overtime as required by law.

Instead of paying employees for actual time spent working, Mr. San Filippo directed that both hourly and salaried employees could track their time outside the City's official timekeeping system, and could use the time on an hour-for-hour basis, as time permitted (**Exhibit 77**). Employees who should have received overtime should have received this flex time at the same 1.5-hour rate. They did not (**Exhibit 77**). Mr. San Filippo's unofficial tracking system violated Fair Labor Standards Act ("FLSA") rules for hourly employees, and failed to comply with City timekeeping and compensatory time rules for all CVB employees. Jennifer Bales was responsible for tracking the flex time outside the City's official timekeeping system, per an email from Mr. San Filippo (**Exhibit 77**).

At least one CVB employee filed an FLSA complaint in February 2019 regarding these facts. The City has undertaken its own investigation into the matter, and, per the City Attorney, has now compensated employees for unpaid hours.

Additionally, much of this work by City employees violated the New Mexico State Constitution's anti-donation clause, as previously discussed, as well as City policy.

p. Unnecessary travel by City staff:

Some of the travel taken by CVB staff was entirely unnecessary and a needless expense to the taxpayers. For example, City staff went to the International Entertainment Buyers' Association ("IEBA") conference in Nashville, TN, on several occasions. The cost to the City was roughly \$3,000 per employee, per trip, plus the lost productivity of their time in the office. Philip San Filippo went to the IEBA in fiscal years 2017, 2018, and 2019, which includes a year he was no longer Director of CVB. The total cost for City employees' travel to the IEBA conference was in excess of \$21,000.

For an idea of what the IEBA conference is all about, visit their website and promo video: (<https://www.youtube.com/watch?v=NlmF91z2BBo&feature=youtu.be>). Basically, entertainment buyers get to watch lots of live music to decide which acts to book, they network with agents and other entertainment professionals, and attend networking mixers, including events where alcohol is served.

The IEBA conference is supposed to be for entertainment buyers to see acts and meet agents, however, City employees were never supposed to be booking the talent for the



CMF. Marci Dickerson's event management contract stipulated that she would be the person arranging for talent, with potentially the assistance of the Friends' board members. Eventually, entertainment buying was done by contractor Gene Dries, owner of Jux.ta.Promotion.

City employees were never doing entertainment buying, thus, there was never a reason for any City employee to have ever gone to IEBA. There was definitely no conceivable justification for Philip San Filippo to have attended in 2019 as he was no longer the Director of CVB; he did not replace another employee on the trip, Liz Vega and Jennifer Bales also attended in 2019. The trip was merely a City-paid vacation and live concert series for Mr. San Filippo to enjoy, all at the taxpayer's expense.

We were told in interviews that certain City employee attendees at these or similar events acted unprofessionally after consumption of adult beverages, and had to be taken care of by other City staff. This happened often enough that it became a running joke among CVB staff. We identified receipts showing alcohol purchases at various events attended by CVB staff. See receipts for alcohol purchases paid for with City P-cards at **Exhibit 78**. We were also told that, Philip San Filippo sent around an email with the City's alcohol purchase policy, which allowed the purchase of alcoholic beverages by certain City employees, including CVB staff, in some circumstances. While the purchase of alcohol by certain City employees may not have been a violation of policy, the policy specifically prohibits the type of unprofessional behavior described to us by CVB employees (**Exhibit 79**).

B. Investigation of other issues noted:

a. Moetiv8 procurement and selection:

According to our interviews and emails we analyzed, Mr. San Filippo was involved in selecting contractors for CVB and CMF, and those he selected tended to be those with whom he had a prior personal or professional relationship. Many of these individuals were from out of state, with whom he had previously worked in the Cayman Islands or knew from his time living in Florida. These contractors include Moetiv8 (Valerie Snow), Social Media Sharks (Cynthia Howland) and Jux.ta.Promotions (Gene Dries).

The City of Las Cruces published RFP No. 12-13-373 for CVB Graphic Design and marketing services, with responses due November 8, 2012. On October 15, 2012, prior to the RFP being advertised, at the request of Chris Faivre, Procurement Buyer Terri Del Ferraro approved deviating for the normal procurement through sealed bids based on price. This allowed firms to submit proposals and examples, rather than the selection being made on price alone. This justification was based, in part on Mr. Faivre's "lack of expertise to create exact specifications" according to the memo (**Exhibit 80**).

Two firms responded to the RFP, Moetiv8 of Hallandale, FL, and Wilson Binkley of Las Cruces, NM. Both firms were deemed to be qualified offerors, despite the fact that Moetiv8 didn't have the requisite experience required in the RFP. In a memo dated November 19, 2012, a special exception was granted by Terri Del Ferraro of the



Purchasing Department, waiving as a “minor technicality” the minimum experience of 10 years (**Exhibit 81**).

The RFP file contains only the electronic scoring sheets for the members of the committee. The original hand-scored sheets were absent from the file. The selection committee consisted of Chris Faivre, Jennifer Bales, Rochelle Miller-Hernandez, and Andrea Lawrence, all of whom worked for CVB Director Philip San Filippo. The other committee member was Public Information Officer Udell Vigil, who reported to the City Manager. Thus, four of the five members of the committee who selected Moetiv8 reported to Mr. San Filippo.

Moetiv8 was located in Florida, and examples of Ms. Snow’s work in her bid were limited to the Hollywood, Florida area; none of the work had been performed in or near New Mexico. Examples in Ms. Snow’s bid included one municipality, one hospital and several redevelopment projects. While Ms. Snow herself had more than 10 years of experience, the company Moetiv8, as an entity, had only existed since January 2012, less than one year at the time of the bid.

The other offeror was Wilson Binkley Advertising & Marketing, a local marketing firm, whose experience included marketing for numerous New Mexico municipalities and events, which had been in business since December 10, 1997, more than 15 years at the time of the bid (**Exhibit 82**).

Hourly rates for each firm were within \$10 of each other, with Moetiv8 being the lower at \$85 per hour, and Wilson Binkley’s price at \$95 per hour (**Exhibit 83**). There is no evidence that any local preference was given to Wilson Binkley, as required by the procurement code (§24-91(g) and §42-100 Las Cruces Code of Ordinances).

CVB employees who were on the selection committee told us during interviews that Mr. San Filippo told them he wanted to use Valerie Snow because he had worked with her before, and he knew that she did good work; thus, Moetiv8 was selected at Mr. San Filippo’s behest. As evidence that Mr. San Filippo and Ms. Snow were close, Ms. Snow was known to stay with Mr. San Filippo at his home when visiting Las Cruces (**Exhibit 84**). Most of the CVB employees that we spoke to stated that after she was selected Ms. Snow did a very good job for the CVB, and was always very responsive. However, this positive view of Ms. Snow was not universal among CVB employees, some of whom were dissatisfied with her work.

Moetiv8 was selected as the winner of the bid, in the process described above, and was awarded a contract with an amount of \$49,000 to cover the remainder of fiscal year 2013 and all of fiscal year 2014. The contract was signed in February 2013, for a total term of four years, with up to two optional renewals of one year each (**Exhibit 85**).

Although the contract with Moetiv8 was supposed to cover the period through from February 2013 to June 30, 2014, the \$49,000 was fully expended by July 1, 2013. The entire \$49,000 was paid to Ms. Snow in less than five months, rather than the 17 months the contract was supposed to cover (**Exhibit 86**). The fact that the entire budget was



expended within a few months, suggests that the contract of \$49,000 was actually never designed to be adequate to cover the purpose intended.

Mr. San Filippo wrote a memo of justification, requesting additional funds for the contract and associated media buys (**Exhibit 87**). On September 3, 2013, City Council took up the matter, and awarded another \$36,000 to Moetiv8, for a total of \$88,000, plus an additional \$500,000 for media buys. Moetiv8 expended a total of \$558,000 during the period between February 2013 and June 2014, more than 10 times the original RFP and contract amount.

At the request of CVB, the Moetiv8 contract was renewed through fiscal year 2016 (**Exhibit 88**). In 2016 another RFP was issued. The RFP and hand-numbered score sheets indicate that the contract went out to bid again, with Moetiv8 competing against ZIV, LLC, and 24-Communications. The contract was again awarded to Moetiv8, but other than the score sheets, which were not totaled, the file does not contain the required bid elements for the 2016 bid; notably, responses from all the companies who bid are missing. Again, many members of the selection committee reported to Mr. San Filippo. The complete committee composition is unknown, because some members are identified only by illegible signature on score sheets. The contract with Moetiv8 was ultimately extended through June 30, 2019, in a series of annual requests.

On October 25, 2016, Valerie Snow was notified by City Purchasing that she would be awarded another contract. She emailed Mr. San Filippo and others at the CVB, stating "Yay!!!! Thank you so much! It is such an honor to be part of this amazing team. Always a labor of love for me. Much gratitude, Valerie Snow, Moetiv8 Marketing". Mr. San Filippo responded, "I am also thrilled. Now shut-up and get back to work. We have a festival in 6 months." (**Exhibit 89**).

During this second contract, concerns regarding the selection of contractors were raised by outside members of the community. In March of 2017, a citizen emailed the Mayor Pro Tem Gregory Z. Smith asking why a Florida marketing firm would be given an \$88,000 contract for Las Cruces tourism. The citizen worked in marketing in Las Cruces and felt that a number of local firms could have done the job. This email was forwarded through City Manager Stuart Ed to Philip San Filippo. Mr. San Filippo emailed Chris Faivre, Jennifer Bales and Valerie Snow at Moetiv8, saying "Please see the correspondence below. I don't anticipate any fallout from this, since we followed all the rules. I do believe future RFP's will be tougher." (**Exhibit 90**). Mr. San Filippo sent another email notifying Ms. Bales and Mr. Faivre that City Councilor Gandara had asked to see the RFP file (**Exhibit 91**). It is unknown if Mr. San Filippo was referring to future RFPs that he planned to award to Valerie Snow of Moetiv8 being tougher to award, or if it would be more difficult to get his preferred contractor selected for RFPs, or that RFPs in general would be subject to greater scrutiny. Regardless of what he meant, the statement is improper; RFPs are supposed to be awarded fairly and based on specifications, they should always stand up to scrutiny.

Notably absent was any evidence of response to these citizen concerns from the Internal Auditor, or from the head of the Finance Department, or from the Chief Procurement



officer. Despite seeing the payments to Moetiv8 and subcontractors, we found no evidence that concerns were raised from those departments.

During the 6-year, 5-month course of the contract, \$3,399,139 was paid to Moetiv8, in the form of compensation and reimbursements. Ms. Snow, as Moetiv8, was supposed to be billing hourly at \$85 per hour, but instead, she invoiced the City at a flat rate of between \$300 and \$10,250 per month. The usual invoice was for \$7,333 per month. Exact hours worked were not provided on any invoices, although some contained an approximate range of hours worked (see **Exhibit 92**). Additionally, the City made over \$100,000 in payments to Moetiv8 when no invoice was provided, according to City records.

Table 9: Payments to Moetiv8

Fiscal year	Fees paid to Moetiv8	Reimbursements paid to Moetiv8	Subcontract fees paid to Moetiv8	Fees paid - no invoice	Totals
2013	\$38,000	\$750	-	-	\$38,750
2014	81,533	401,416	37,143	-	\$520,092
2015	87,996	391,505	46,000	-	\$525,501
2016	80,663	335,840	111,108	7,333	\$534,944
2017	102,413	371,436	52,634	33,516	\$559,999
2018	186,743	329,676	63,255	46,389	\$626,062
2019	81,885	417,294	79,946	14,666	\$593,791
Totals	\$659,233	\$2,247,916	\$390,086	\$101,904	\$3,399,139

From reconstruction performed by The McHard Firm under the AICPA SSCS No. 1 and/or SSFS No. 1. This information is not a compilation, review or audit as defined by the accounting profession.

As discussed above, Moetiv8 was to be paid \$88,000 a year for all services with the exception of media buys. The contract allowed for \$500,000 a year in media buys. This means Moetiv8 itself should never have received more than \$88,000 in any given fiscal year and the total payments under the contract should never have exceed \$588,000 in a single year. Moetiv8 exceeded its \$88,000 limit in 2017 and 2018. The full contract value of \$588,000 was exceeded in 2018 and 2019.

Additionally, from 2013 through April 2015, media and advertising buys were not exceptions to the procurement code; thus, much of the \$500,000 of media buys in those years should have gone through a procurement process. In April 2015, the City procurement code was changed to provide media buys as an exception to procurement.

Most City employees told us that Ms. Snow's performance was always more than adequate, and that she was very responsive to their requests, although that feeling was not universal. Despite this general opinion of responsiveness, City employees had no way of calculating the number of hours Ms. Snow put in, and whether or not the invoices she submitted were accurate for her agreed-upon hourly pay rate.

Of note, the comparison of Lodger's tax, which should be an indicator of tourism success, is very seasonally regular throughout the period. The \$3 million dumped into the Moetiv8 contract and media buys does not appear to have had an effect (**Exhibit 12**).



Likewise, the CMF, rather than being the City’s biggest tourist event each year, as Mr. San Filippo alleged, didn’t make any notable difference in the lodger’s tax. Even when the CMF moved from spring to fall, the quarterly lodger’s tax appears practically identical for all time periods (see **Exhibit 12**).

b. Social Media Sharks and other procurement:

Mr. San Filippo gave contracts to people with whom he had a prior personal or professional relationship, in many cases, running those contracts through the Moetiv8 contract, to avoid procurement as well as outside scrutiny. These included Social Media Sharks (formerly Big Couch Media Group) and others.

Mr. San Filippo paid several subcontractors through Moetiv8 despite the fact that the contracts in place prohibited Moetiv8 from hiring subcontractors. The contracts require Moetiv8 to provide written quotes for projects to be paid for with City funds to the City. City employees are then required to complete the procurement following the City’s procurement code. The contract specifically states that “contractors are not authorized to order or obligate funds on the City’s behalf.” (**Exhibit 85**).

Table 10: Subcontractors paid through Moetiv8

Fiscal year	Tucker & Associates	Big Couch Media Group	Bendel Communications	Social Media Sharks	Totals
2013	-	-	-	-	-
2014	\$37,143	-	-	-	\$37,143
2015	46,000	-	-	-	\$46,000
2016	56,878	54,230	-	-	\$111,108
2017	-	34,300	18,334	-	\$52,634
2018	-	-	27,405	35,850	\$63,255
2019	-	-	26,171	53,775	\$79,946
Totals	\$140,021	\$88,530	\$71,910	\$89,625	\$390,086

From reconstruction performed by The McHard Firm under the AICPA SSCS No. 1 and/or SSFS No. 1. This information is not a compilation, review or audit as defined by the accounting profession.

Each of these contracts depicted in the chart above was a procurement violation. At the time when Tucker & Associates was utilized, any contract over \$10,000 required written quotes and approval of the purchasing manager, and a contract over \$35,000 required the signature of the City Manager (**Exhibit 48**). After 2015, all contracts over \$25,000 required written quotes and approval from the City Manager, which means all payments to Big Couch and Social Media Sharks should have had quotes and approval. Two of the three payments to Bendel Communications would also have required written quotes and City Manager approval.

c. Sole source procurement:

Rather than properly procuring Big Couch Media/Social Media Sharks, both of Florida, and Bendel Communications International, of Arizona, the work of those firms was performed through the Moetiv8 contract, as a subcontractor. At the time each was selected, the



contract should have gone through the procurement process, either for quotes or an RFP, depending on the contract amount.

Once the City began scrutinizing CVB's purchasing in early 2019, CVB staff were instructed to properly contract for this work. In response, CVB staff wrote sole source rationale that essentially stated that since they had been using each company already, the companies were now intimately familiar with CVB's needs, and it would be expensive and time-consuming to select someone else and integrate them in the social media marketing (**Exhibits 93 and 94**).

This is not an appropriate sole source justification. The CVB attempted to justify a sole source contract with the circular reasoning, essentially saying that because they improperly contracted with them previously, it would now be costly and inconvenient to do it the right way. Using a prior inappropriate subcontract to justify an inappropriate sole source contract is still a procurement violation.

d. Promotion of Jennifer Bales:

Jennifer Bales was hired on July 27, 2007, as the City's CVB Services Manager, her first day of work was August 6, 2007. She served in that capacity until her promotion to Director of CVB on June 1, 2017. According to Ms. Bales' original application, at the time of hire she held an Associate Degree in Motion Picture/Broadcast Production, and had just over 3.5 years of experience in the hospitality industry. At the time, the CVB Services Manager position required "equivalent to an associate degree in Pre-Business, Hospitality Services, or related field PLUS two (2) years' experience in the hospitality or customer service industries. Ms. Bales met those requirements (**Exhibit 95**).

On January 27, 2013, the CVB Services Manager position was reclassified from pay grade 38 to pay grade 52, resulting in a pay increase of 11.5% (**Exhibit 96**). The revised job description for CVB Services Manager requires a "bachelor's degree in marketing, hospitality, restaurant and/or tourism management, business or public administration or related field plus five (5) years of experience in hospitality, tourism, or event management industries. A combination of education, experience, and training may be applied in accordance with City of Las Cruces policy" (**Exhibit 97**). While Ms. Bales did not have a Bachelor's degree, she did have the equivalent experience for the change in requirements for her position. She held an associate degree and, as of January of 2013, had nine years of experience in the hospitality or tourism industry. Per the City Personnel manual, experience can be substituted for education on a year for year basis (Section 206 – 5a).

The position description for Director of CVB when Mr. San Filippo was hired included the *same* minimum qualifications as the CVB Services Manager position; the Director of CVB position description remained unchanged from July 2007 until April 2017 (**Exhibit 7**).

On April 10, 2017, Mr. San Filippo sent an email with an attached memo to HR stating that he would be taking control of the process to hire the new CVB Director, his memo laid out the process for hiring; he was the hiring manager throughout the process (**Exhibit 98**). The updated job description was emailed to Mr. San Filippo for approval



by the HR department (**Exhibit 99**). Mr. San Filippo then emailed the HR department directing them to post the job immediately. The new required minimum qualifications were a high school diploma and seven years of relevant experience (**Exhibit 99**). Even though the new minimum qualifications were substantially lower, the salary range did not change.

After the Director of CVB description was changed and approved by Mr. San Filippo on April 21, 2017, the position was posted on April 25, 2017, and Ms. Bales applied for the position on May 3, 2017. She was hired June 11, 2017. The position that Ms. Bales vacated of CVB Services Manager, required a Bachelor's degree and five years' experience, or "a combination of education, experience and training" equivalent to a Bachelor's degree, which Ms. Bales possessed. Her promotion to Director, now required no degree whatsoever.

Ms. Bales was selected by Mr. San Filippo and a selection committee consisting of the CEO of the NM Hospitality Association, a Friends of Visit Las Cruces Board member, a CVB Advisory Board member and the City's Public Information Officer (see **Exhibit 100**). Ms. Bales was given an annual salary of \$72,562.66 (see **Exhibit 101**). By September 7, 2017, three months later, Ms. Bales received a raise making her annual salary \$75,000; this was requested by Mr. San Filippo and approved by City Manager Stuart Ed. The justification was that Ms. Bales had "taken on her new responsibilities very well". Included in Ms. Bales' human resources file is a copy of City policy indicating that the City Manager can make changes to pay rates without regard to precedent (**Exhibit 102**). The following year, Ms. Bales' salary was adjusted again to \$82,938.51 (**Exhibit 103**).

Thus, it appeared Mr. San Filippo significantly changed the job requirements of his old job so that he could promote Ms. Bales, deleting the requirement for a Bachelor's degree, without changing the salary scale, despite the fact that Ms. Bales met the minimum requirements for the position as it was written. He then hired Ms. Bales using the new requirements and gave her a generous salary to go with the new position, then three months later gave her a raise on top of the promotion. The following year, her salary was raised again, in excess of another \$8,000. These kinds of raises are almost unheard of in New Mexico municipal government, particularly for someone without a Bachelor's or Master's degree.

Witnesses told us that this adjustment to the Director of CVB position was made with the knowledge and approval of City Manager Stuart Ed, and his authority was cited in giving Ms. Bales another raise shortly after the promotion. Employees we interviewed were very much aware that Mr. San Filippo took these steps, believing he gave special consideration to Ms. Bales. Everyone was under the impression that the Director of CVB position required a Bachelor's degree, as opposed to a combination of experience and education, and that Ms. Bales was thus unqualified to apply for the position. Evidently, Mr. San Filippo also misunderstood the minimum requirements, and needlessly altered the position description so he could hire Ms. Bales as Director of CVB.

During interviews we were told by a current CVB employee who had wanted to apply for the Director position, who already had a Bachelor's degree and relevant experience, that she should not bother applying, because the decision to hire Ms. Bales had already been



made. CVB employees were resentful of the appearance of special treatment given to Ms. Bales. We were also told by witnesses that Mr. San Filippo had previously embarrassed Ms. Bales by mentioning that she didn't have a bachelor's degree in front of groups of employees, including meetings where Mr. Ed was present.

e. Personal favors:

As discussed elsewhere in this report, Mr. San Filippo and Mr. Ed assisted Ms. Dickerson in working with law enforcement to deal with her criminal noise violation complaint. Mr. Ed directed City employees to rewrite the current noise ordinance, and to take the matter before City Council, to make the noise ordinance "more business friendly". This benefits Ms. Dickerson's business interests; given Mr. San Filippo's investment in Ms. Dickerson's business, this was also a direct benefit to Mr. San Filippo. If the Game II Sports Bar, Ms. Dickerson's business, had to close or stop having live bands and loud music, this could have had a damaging effect on business, and thus endanger Mr. San Filippo's return on investment.

As another example of Mr. San Filippo using City staff to assist Ms. Dickerson's business interests, he used Economic Development staff to find out how Ms. Dickerson could get her dumpster moved at The Game II (**Exhibit 104**). This was an improper use of CVB staff time, Ms. Dickerson should have been referred to the proper department, just like any other citizen.

City Manager Stuart Ed decided to bring his high school reunion to Las Cruces in 2017. The event was planned by Mr. San Filippo and Ms. Bales at the direction of Mr. Ed, on City time using City resources. A meeting was held at City facilities to plan the event, and the City's teleconference bridge was offered to any attendees who needed to call in. The meeting organizer was Stuart Ed (**Exhibit 105**). Friends President Belia Alvarez provided a room block at the hotel, owned by Heritage Hotels and Resorts, where she was General Manager. Later on, City staff on City time negotiated the room rate down from the originally offered price (**Exhibit 106**).

f. Anti-donation clause violations:

The New Mexico Constitution has an "anti-donation" clause (Article IX, Section 14) that prohibits the government from giving gifts of money, property or credit to private parties. This precludes donations to non-profit organizations like Friends of Visit Las Cruces. This is specifically addressed in *Hutcheson v. Atherton*, 99 P.2d 462, 471 (1940), when the Supreme Court ruled that even if the corporation was a non-profit corporation "composed of a group of public spirited, patriotic citizens who have banded themselves together for [a worthy] purpose...this fact does not make it a proper subject of governmental bounty. The mere fact that the work in which it is engaged is of great educational and patriotic value does not legally entitle it to state or county aid."

At the direction of Stuart Ed and Philip San Filippo, the City made dozens of illegal donations. This covered everything from the use of City employees' time and City equipment to perform the work of the non-profit organization Friends, to cash donations of \$5,000 and \$10,000 to non-profit groups, to donating virtually all of the funds, staffing



and equipment for the CMF. Each of these donations, described in detail below, represents a violation of New Mexico law.

Specifically, many of the MOU violations between the City and Friends are violations of the New Mexico anti-donation clause. The MOU specifically states, "The City provides no services in support of Friends. The City shall not provide anything of value, including staff services, facility space, or use of equipment such as telephones, photocopy machines, and computers" (**Exhibit 2**). The MOU further states, "Friends shall provide its own contract labor and volunteers for its programs and events and shall be solely responsible for compensating its contract labor" (**Exhibit 2**).

However, Friends failed to organize itself in accordance with the MOU. Our investigation revealed that Friends had no staff, no contractors, no computers, no office space, and no ability to perform the requirements of the MOU. City staff were used for virtually every task performed by Friends, including the daily banking, such as collecting and depositing funds, and sending check requests (**Exhibit 28**). City computers and copy machines were used for Friends business, City landline and cellular phones were used for Friends business, virtually all meetings related to Friends were held at City space, and City buildings were used as Friends' physical address for tax purposes (**Exhibit 107**). These all represent violations of the MOU, as well as violations of the anti-donation clause.

City employees performed virtually all CMF ticket sales, despite the MOU violation as well as the fact that Ms. Dickerson's event management contract specified that this was her task. Additionally, City employees performed virtually all of the Friends organizational functions such as preparing agendas, recording minutes, and sending Friend's meeting notifications, using City computers. Revenues received from CMF were used to pay for Friends expenses including licensing fees, bank fees, and insurance. Revenues received from CMF were used to pay for accounting for Friends, as well as for the accounting for Dickerson's event management contract, even though the contract specified that Ms. Dickerson was to pay for accounting services. These revenues received from the CMF were City funds being inappropriately held in Friends' bank accounts. Additionally, City P-cards were used to purchase shirts and meals for CMF volunteers.

City funds were expended for meals, beverages and snacks for Friends meetings, using City P-cards (**Exhibit 108**). Friends board meetings were attended by multiple City employees – and often Philip San Filippo directed the board meetings personally. In short, Friends was not a legitimate stand-alone organization, it was staffed and supported entirely by City employees.

City staff estimated that up to half of their time was spent working on the CMF and Friends' work. This was not without a cost. The CVB was constantly clamoring for additional staff, and the justification was that additional staff were needed to run City events. If City employees had been allowed to do their actual jobs, then CVB staffing would have been more than adequate. Instead, they were spending half their time, or more, doing the work of Friends, the work contracted to Dickerson's Catering to perform, and various other tasks, such as organizing Stuart Ed's high school reunion.



City funds and City employee time were used to support ancillary events for the CMF, including a half-marathon (Giddyup Gallop) and “kiddie” area. During our investigation we found that City P-cards were used to purchase over \$96,000 in items in support of the CMF and Plaza Events (**Exhibit 109**). Additionally, City employees staffed events, and City funds paid for items for charity events held by Mr. San Filippo’s wife, including the “Tough Enough to Wear Pink” breakfast, which occurred on CMF weekend (**Exhibits 109 and 110**).

City employees were directed by Mr. San Filippo to purchase alcohol for CMF artists, including purchases of alcohol on City P-cards (**Exhibit 111**). This occurred even though care and feeding of the CMF artists was specifically part of Dickerson’s event management contract (**Exhibit 4**). In an email included as **Exhibit 112**, Jennifer Bales writes to Brennin Hunt, “I’m taking care of talent and all their needs while here”, she goes on to discuss his green room requests, and says, “I don’t want to get you Coors Light when I know you prefer darker beer”.

Revenues received from CMF belonged to the City, and these funds were used to provide a “donation” to Friends board member Barbara Hubbard’s 501(c)(3), called ACTS (**Exhibit 110**). This donation was essentially payment to Ms. Hubbard for her work procuring talent for the CMF. This was a task that was supposed to be performed by Dickerson’s Catering, who was paid by the City to perform that task under the event management contract. It would have also been appropriate for Ms. Hubbard to provide assistance to Dickerson’s on an unpaid, volunteer basis as a board member of Friends. It was not appropriate for City funds to be used to essentially pay for this service twice.

City employees demonstrated their knowledge of the prohibition against donations in several communications. In an email included as **Exhibit 113**, the Wee Warriors project billed the City for a donation. In another email on August 3, 2018 (**Exhibit 113**), Jennifer Bales forwarded the invoice to Marci Dickerson, stating, “I thought we were gonna pay you and you’d pay them?” Ms. Dickerson replies, “Yea, I didn’t know she was billing you”. The email demonstrates that Ms. Bales and Ms. Dickerson both understood that the City could not make a donation, and both were involved in trying to conceal the donation, by making the payment for the donation through Ms. Dickerson. Ultimately, if any donation was made to Wee Warriors, it was made through Dickerson’s Catering, as discussed above by Ms. Bales and Ms. Dickerson, and we did not have access to those records.

City funds and City employees were used to plan, organize, market and sell tickets to a 90th birthday party for Barbara Hubbard (**Exhibit 114**). Mr. San Filippo solicited sponsorships for the event, including a \$500 payment of City money, listed as “Phil San Filippo’s City Sponsorship”. This sponsorship was charged on Mr. San Filippo’s P-card (**Exhibit 115**). The City paid Dickerson’s Catering \$2,266.13 for the dinner; per the invoice 160 people were served salad, tri-tip, chicken, green chile wild rice, green beans and a dessert buffet, courtesy of the City (**Exhibit 116**). The event was held at the NM Farm and Ranch Heritage Museum; Dickerson’s Catering had an exclusive contract to host catered events at the Museum. Tickets were \$50 each or \$500 for a table of 10, and all proceeds for this event went to support Ms. Hubbard’s non-profit, ACTS.



On May 10, 2018, Stuart Ed received an invoice for \$5,000 for the City's sponsorship of the New Mexico Wilderness Alliance's Outdoor Economics Conference. Mr. Ed immediately forwarded the invoice to Philip San Filippo, with the comment "Let's discuss the account to pay this out of." Mr. San Filippo forwards it to Janice Jones, with the instructions, "Hold this invoice." Any financial support by the City such as this \$5,000 sponsorship, would be considered a donation. In emails between Stuart Ed and Philip San Filippo, regarding other donations to non-profits, there are discussions of using care about which accounts should be used to make donations (**Exhibit 117**).

Mr. San Filippo directed City employees to put together estimates for a Virgin Galactic event, including City sponsorship, and cost of sound, chairs, tables, portable toilets, and alcoholic beverage service (**Exhibit 118**). This is a use of City time for employees, as well as City funds, and constitutes a donation to benefit Virgin Galactic.

At the direction of Philip San Filippo, the City paid a \$10,000 donation in the form of a tourism sponsorship, to the 2017 Las Cruces International Film Festival. The Film Festival was an event which, not coincidentally, was produced by Philip San Filippo's wife, Marsha San Filippo (**Exhibit 119**). The payment of this sponsorship was made on November 4, 2016; other than Friends/CMF, this was the largest cash sponsorship payment we found (**Exhibit 120**).

The procurement records for this payment to the Las Cruces International Film Festival reference a "CVB Sponsorship Policy" that was approved by City Council in December 2015 (**Exhibit 120**). This policy allows CVB to "sponsor" events that have the ability to bring in overnight guests and generate room revenue. In its proposal, the CVB stated this is not a violation of the anti-donation clause because the City was receiving a benefit from the events. This policy allows for sponsorships up to \$6,000. Yet, the Film Festival produced by Mrs. San Filippo received \$10,000 and was approved despite the fact it was outside of the policy and despite the fact that Mrs. San Filippo's name is included on the invoice. Mr. San Filippo was one of the parties who approved the invoice despite his clear conflict of interest in the procurement.

On January 16, 2019, City Manager Stuart Ed used City funds to purchase a table for the 2019 Blizzard Blast Lumberjack Bash benefitting Marci Dickerson's charity, Revolution 120, Inc. An invitation went out for City employees to attend on a first-come first-served basis (see **Exhibit 121**). Revolution 120 is a 503(c)(3) charitable organization, whose stated purpose is to provide goods and services to needy groups and individuals, with no overhead or paid staff; Marci Dickerson is the founder and President and Jennifer Bales is one of the founding board members (**Exhibit 122**). Revolution 120, Inc., invoiced Stuart Ed directly on January 14, 2019, and the invoice was paid with a City purchase order dated January 16, 2019 (**Exhibit 123**).

Each of these examples represents a violations of the New Mexico State Constitution's anti-donation clause, and each instance was initially performed at the behest of Philip San Filippo in his role as Director of the CVB or Stuart Ed, then City Manager; the practice was continued by Jennifer Bales, after she became Director of CVB. As demonstrated above, Mr. San Filippo, Mr. Ed, and/or Ms. Bales clearly took steps to conceal that fact that donations of City funds, time and equipment were being made.



g. Lodger's tax violations:

To the extent that lodgers or occupancy taxes were used to pay for general event costs for the CMF, Plaza Events, Theatre or any other events, each of those payments likely violated the law. In authorizing the occupancy tax for revenue on lodging with municipalities, the Legislature decided that the proceeds could only be used primarily for advertising, publicizing and promoting tourist-related attractions, facilities and events (§3-38-15(D) NMSA (1978)). Paying for general event costs is not included among the authorized uses for occupancy taxes (§3-28-15 & 3-38-21).

Depending on the year, we calculated between 94% and 99% of the CVB's budget came from City lodger's tax. Virtually all of the CVB funds used to pay for the CMF and all other CVB events, were an improper use of lodger's tax, and also a likely violation of the New Mexico anti-donation clause.

h. Internal Auditor:

The City of Las Cruces has an Internal Audit Department. The mission of the Internal Audit department, per the City's website, is: "The City of Las Cruces Internal Audit Office is dedicated to providing management with independent, objective assurance and consulting services designed to add value, improve operations, and promote transparency, accountability and efficiency."

The City of Las Cruces also has a fraud policy (**Exhibit 124**). According to the fraud policy, "an employee who discovers or suspects fraudulent activity must report it immediately to their supervisor... If an employee is unable to report suspected fraud to their supervisor, he/she may by-pass their supervisor and report directly to the Division Director, Assistant City Managers, or Internal Audit Office".

The fraud policy further states, "The Internal Audit Office has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy".

During our interviews with CVB staff, more than one staff member stated they believed Jennifer Bales contacted the City Auditor regarding concerns she had with the Friends organization and its involvement in the CMF. We were able to confirm that Jennifer Bales emailed Audrey Evins, the City Auditor at the time, on July 8, 2016 at 9:47am (**Exhibit 125**). The email states, "I tried calling but all lines when [sic] to Rosa. Would you mind giving me a call when you get a minute?"

Ms. Bales requested a read receipt for this email. The email was read by Ms. Evins on July 8, 2016 at 11:14 am (**Exhibit 126**).

About 18 months later, on January 3, 2018 at 8:48am, Ms. Bales emailed Ms. Evins, stating, "Tried calling you back – was forwarded to Case so I couldn't leave you a message. I'll try again later." (**Exhibit 127**) Ms. Evins responded, "In meeting. Will call when I get out."



On January 25, 2018, Ms. Evins emailed Ms. Bales asking “Do you have the MOU or whatever agreement there is with the Rio Grande’s non profit [sic]. Also is it the same for the Country Music Fest or is there another one. [sic] If another one, I need copies of both.” (**Exhibit 128**). Ms. Bales responds “It’s just the agreement for the Friends. I was told we were fine with what we had because it says ‘for supporting tourism and economic development by assisting and supporting official events of the CVB such as the LC CMF. [sic]” (**Exhibit 129**).

We looked through the email of various employees, including Mr. San Filippo and Ms. Bales. Other than the communication discussed above, we found no evidence to suggest that Ms. Evins was actively investigating the CVB or Friends. The only emails we found concerned updating policies, and concerns around the audits of other non-profits with whom the City interacted. We were unable to confirm the subject of any additional conversations with Ms. Bales and Ms. Evins because they were no longer employed by the City at the time of our investigation.

While we were unable to confirm what Ms. Bales communicated to Ms. Evins, there is evidence showing Ms. Bales did contact Ms. Evins and that Ms. Bales provided information regarding Friends. If Ms. Bales provided concerns regarding inappropriate activity to Ms. Evins, Ms. Evins was obligated by the fraud policy and her role at the City to perform an investigation.

While we cannot state that Ms. Evins failed to report the information, we were unable to locate any email or other communication from Ms. Evins to City management or to City Legal regarding any concerns related to the Friends and the CMF. Additionally, it appears that none of the concerns regarding any improprieties investigated in this report were communicated to the City’s external auditors by Ms. Evins, nor is there any evidence that she informed the Office of the State Auditor. If Ms. Evins did have information regarding the activities related to the CMF, we were unable to find evidence to suggest that she acted upon that information as she was required to do by City policy.

We are additionally concerned that there is no evidence that Ms. Evins followed up on the Hotline complaint regarding Mr. San Filippo in any way. Ms. Evins was the only individual receiving Hotline complaints from the City’s third-party Hotline vendor; it was her role to forward complaints on. At the time, her only practice was to forward complaints to the City Manager. Thus, the only person who dealt with the complaint after it was initially received by Ms. Evins was Mr. Ed, who apparently unilaterally decided that there wasn’t a conflict of interest, or even a problem. There is no evidence that Ms. Evins took the next step, and communicated the concerns voiced in the Hotline complaint with City Legal or the Hotline Committee.

3. RECONSTRUCTION:

This reconstruction was performed under the American Institute of Certified Public Accountants Standards for Consulting Services No. 1 (“SSCS No. 1”), and/or its Statement on Standards for Forensic Services No. 1 (“SSFS No. 1”). The reconstruction is not a “financial statement audit” and should not be relied on for such purposes. We did not conduct any “review” of financial statements, as the term “review” is defined in



accounting professional standards. We offer no “assurance”, as that term is defined in accounting professional standards, as to any financial reporting of the Friends of Visit Las Cruces. This reconstruction is also not a “compilation” as defined in accounting professional standards.

Our initial assignment was to investigate allegations of impropriety, as discussed above. We were then given an additional assignment to reconstruct the books of Friends of Visit Las Cruces, Inc. However, the books of Friends were comingled with City funds, and involved transactions not just for the CMF, but also for Plaza Events and the Rio Grande Theatre. Thus, the reconstruction of the financial results of the CMF, Plaza Events and the Theatre was a multi-step process.

This section discusses our reconstruction of the books of Friends, including the financial transactions, methodology and assumptions used to prepare the accounting reconstruction.

The accounting for Friends involved not only transactions for Friends and the CMF, but also Plaza Events, and eventually funds for the Rio Grande Theatre. As previously mentioned, all the funds in the Friends bank account were City funds, in that Friends did not generate meaningful revenue aside from sponsorships obtained by City employees.

Initially, the only transactions processed through bank accounts held by Friends were for the CMF. In fiscal year 2017, CVB also started hosting events held on the Plaza in downtown Las Cruces. These revenue and expenses for Plaza Events were also processed using the Friends bank account. Unfortunately, the Plaza Events were not segregated from CMF in the financial records we received. As such, the results for Plaza Events have been combined in our reconstruction.

Revenues and Expenses for events held at the Theatre were segregated in a separate bank account and we have presented that financial information separately in our reconstruction. We segregated transactions based on which bank account they were processed through and based on notations, emails, or other documentation that accompanied receipts, where available.

Our first step was to reconstruct all of the transactions processed through Friends bank accounts. We were able to obtain all of the financial records for Friends from Bagwell CPA. These included all bank statements, check copies, deposit slips, deposit offset items, and communications authorizing transactions.

Because the records we have received do not have sufficient information to reconstruct the accounting of Friends using the accrual basis of accounting specified by the MOU, we have completed our reconstruction using the cash basis of accounting.

As we stated previously, the financial records of Friends have never been audited. The transactions processed through the Friends bank accounts have not been included in any financial statement audits of the City.



In preparing our reconstruction, we entered all of the banking transactions in our own accounting software and reconciled this database back to the bank records to ensure completeness; we did not rely on accounting performed by James Bagwell, or anyone else, for classification of these transactions. Transactions were classified by us based on the nature of the transaction and the supporting documents that accompanied the transactions. These classifications are used to summarize all of the transactions in our results.

Two summaries are included in this report for the CMF and Plaza Events. A very high-level summary is included in the body of the report. A more detailed summary of our reconstruction is included as **Exhibit 38**. The same two summaries are included for the Theatre, the second included as **Exhibit 130**. Detailed reconstructed information is available to the City or the Office of the State Auditor, upon request.

There are notable instances where our classification of revenues and expenses differed from those used by James Bagwell. This is not because James Bagwell was performing the accounting incorrectly, but was because he was not provided accurate or complete information when he was preparing the records. For example, on page 9 of the Form 990 (Return of Organization Exempt From Income Tax) for Friends filed on February 2, 2017, line 1e includes \$140,000 in "government grants" (**Exhibit 107**). This figure includes the \$110,000 paid to Marci Dickerson and a \$30,000 "grant" from the State of New Mexico Tourism department. Mr. Bagwell was not aware the City had a separate contract with Ms. Dickerson and the \$110,000 was a payment for services, not "seed money" provided by the City for the CMF. Additionally, based on analysis of emails and supporting documents, the money from State of New Mexico Department of Tourism was a cooperative marketing agreement and would not be considered "grant" funds.

During our analysis of records provided by Bagwell CPA and by the City, we noticed expenses for the CMF, Plaza Events and the Theatre were paid two ways: 1) paid for through Friends, using funds that ultimately belonged to the City; and, 2) paid for using the City accounts payable process or by using City P-cards. With the assistance of the City's current Internal Audit personnel, we performed a search for specific vendors in the City's accounting system called MUNIS. We also looked at all transactions conducted on P-cards held by employees at CVB. We requested invoices, receipts or other supporting documentation for all transactions that appeared to be related to the CMF, Plaza Events or the Theatre. Using this methodology, we were able to capture what we believe to be the majority of transactions processed in this manner. However, due to the volume of transactions for the CMF, Plaza Events and Theatre, and due to reliance on documentation in MUNIS, it is possible that not all of the expenses for the CMF, Plaza Events and the Theatre are included in the financial reconstruction presented here.

Finally, we performed an analysis to include wages and benefits which were paid, or which should have been paid, to City employees in the financial results for these events. As discussed above, CVB employees provided all of the support for Friends and provided staffing for the events themselves. At times, these events were staffed by hourly employees who should have been paid overtime. The amounts for wages, benefits, and overtime are all estimates due to the lack of detailed recordkeeping of these hours at CVB.



During our interviews with CVB employees, we discovered several employees at CVB were spending the majority of their time on the CMF throughout the year. The CMF is a very large, complex event and requires months of planning and implementation. During our interviews, we asked each employee to provide an estimate of their time spent throughout the year on the CMF, Plaza Events and the Theatre. We then obtained the employee payroll records from the City’s internal audit department and applied these estimates to gross wages and benefit costs. Because CVB employees did not track the specific number of hours spent working on any one event, we are unable to provide a more accurate estimate.

As noted previously, some employees also incurred overtime while working on the CMF, Plaza Events and Theatre events. Employees who incurred overtime were instructed by Philip San Filippo not to record the overtime in City’s time keeping system. These employees were later provided with “flex time”, in some cases, but the flex time, when provided, was awarded on an hour-for-hour basis, not the 1.5 hours flex time for each 1 hour worked in excess of regular hours. Our reconstruction includes overtime at 1.5 hours that should have been paid are appropriately categorized as expenses of the various events in our reconstruction. We did not decrease overtime hours for “flex time” taken by employees as those hours would still be considered a cost of the event.

As discussed above, the City contracted with Dickerson’s Catering for event management of the CMF. The Dickerson’s event management contract included the following budget:

Table 11: Budget line items for Dickerson’s event management contract

Category	Budget amount
Event Management	\$15,000.00
Accountant	2,500.00
Equipment	6,500.00
K&W sound	55,000.00
Port-a-potties	3,000.00
Generators for vendors, etc.	3,000.00
Security	4,000.00
Catering	14,000.00
Entertainment & Fees	22,000.00
Total	\$125,000.00

Actual costs of the CMF exceeded this budget established in the event management contract with Dickerson’s Catering in each year the CMF was presented. The additional costs for these categories were processed through the Friends bank accounts. In our reconstruction, the overage for these items are included in the summary table as “CMF expenses in Dickerson’s event management contract”. In preparing our analysis, we identified those payments made from Dickerson’s to Friends and reduced the expenses presented in our reconstruction by those payment amounts from Dickerson’s to prevent



double counting those expenses. The amount for the Dickerson's event management contract paid by the City is included in "expenses paid by City of Las Cruces".

Our reconstruction shows the CMF and Plaza Events were never profitable for the City of Las Cruces, nor were they close to breaking-even. While the Friends, as a separate entity, showed a profit in three of the four years analyzed, this profit is negated once expenses paid by the City are included. The total cumulative loss for all years is \$1,321,542. See the summary table below:

Table 12: Financial Results – CMF and Plaza Events

Fiscal year	2016	2017	2018	2019
Total Gross Income	\$285,425	\$330,122	\$79,311	\$328,062
Friends Expenses	5,948	1,052	2,506	10,678
CMF Expenses not included in Dickerson's event management contract	20,865	26,342	5,000	35,257
CMF VIP Party expenses	6,673	5,220	-	6,085
CMF expenses in Dickerson's event management contract paid by Friends	69,978	279,652	9,275	337,762
Plaza Events expenses	-	2,000	39,372	27,000
Net Income/(Loss) recorded by Friends	181,961	15,856	23,157	(88,719)
Less: Total expenses paid by City of Las Cruces	(425,183)	(423,399)	(317,499)	(287,716)
Total Income/(Loss) for Country Music Festival and Plaza Events	\$(243,222)	\$(407,543)	\$(294,341)	\$(376,435)
Cumulative Income/(Loss) for Country Music Festival and Plaza Events	\$(243,222)	\$(650,765)	\$(945,106)	\$(1,321,542)

From reconstruction performed by The McHard Firm under the AICPA SSCS No. 1 and/or SSFS No. 1. This information is not a compilation, review or audit as defined by the accounting profession. Note: No CMF was held in fiscal year 2018. However, there were still expenses related to planning and marketing the event in fiscal year 2019.

Likewise, our reconstruction shows the Theatre events were not profitable for the City. While the Friends, as a separate entity, showed a profit for the Theatre in two of the three years analyzed, this profit is negated once expenses paid by the City are included. The total cumulative loss for all years is \$353,082. See the summary table on next page:



Table 13: Financial Results - Theatre

Fiscal year	2017	2018	2019
Total Gross Income	-	\$65,556	\$93,487
Theatre Expenses			
Net Income/(Loss) recorded by Friends	-	11,125	45,396
Less: Total Theatre expenses paid by City of Las Cruces	(18,374)	(217,686)	(173,544)
Total Income/(Loss) for Theatre	\$(18,374)	\$(206,560)	\$(128,148)
Cumulative Income/(Loss) for Theatre	\$(18,374)	\$(224,934)	\$(353,082)

From reconstruction performed by The McHard Firm under the AICPA SSSC No. 1 and/or SSFS No. 1. This information is not a compilation, review or audit as defined by the accounting profession.

As is described in the previous paragraphs, the financial records for the events operated by CVB were fragmented and processed through separate entities. There was no central location for tracking all of the costs associated with the events and some information was not tracked at all, such as labor costs. Additionally, the fragmented nature of accounting for transactions concealed the true costs of the events. This accounting was performed at the request and behest of Philip San Filippo.

Because of the actions of CVB employees under the direction of Mr. San Filippo, the City has incurred a total of \$1,674,624 in losses since fiscal year 2016. This is \$1,321,542 in reconstructed losses for the CMF and Plaza Events combined with \$353,082 in reconstructed losses from the Theatre.

4. CONCLUSIONS:

Our conclusions are based upon our investigation, including the documents and interviews referenced above, along with our experience, training and expertise. Our experience includes forensic accounting and both sworn and non-sworn investigations.

Based on the investigation and exhibits detailed above, there is probable cause to believe that criminal violations have occurred in this matter, involving former City employees Philip San Filippo and Stuart Ed, as well as by City contractor Marci Dickerson, and potentially others. To the extent that the actions revealed in our investigation rise to level of violations of criminal statutes, we recommend that this matter be investigated by law enforcement for criminal prosecution as deemed appropriate.

Specifically, concerns exist that state laws were violated including but not limited to fraud, embezzlement, criminal violations of the procurement code, bid rigging and money laundering. Concerns exist that federal criminal violations occurred, including misappropriation of funds involving an entity receiving federal funds, violations of anti-trust laws and criminal violations of the Fair Labor Standards Act.

There is also cause to believe that civil or administrative statutes were violated, including violations of the anti-donation clause of the New Mexico State Constitution, procurement code violations, conflicts of interest, bid-rigging, ethics violations, FLSA violations and more.



During much of the period covered by our investigation, the City of Las Cruces had a tone at the top of the organization, specifically in the City Manager's office, that precluded transparency, prohibited candid reporting of issues of concern, and discouraged conformity to policies, rules, regulations, and City ordinances such as procurement, as well as New Mexico State laws, such as the anti-donation clause, and federal regulations, such as the Fair Labor Standards Act. Others have investigated and reported on the "management style" of the former City Manager, Stuart Ed, so we do not attempt to cover it here. However, elected officials need to understand that the tone set by the City Manager as the day-to-day head of the organization, becomes pervasive throughout the City. Whether the City Manager embodies transparency and ethical behavior, or models unethical behavior, allows conflicts of interest and pervasive violation of rules, that tone percolates down through the entire organization.

There no evidence to suggest that other leadership, including the Internal Auditor, Assistant City Managers, and the heads of Finance and Procurement took any affirmative action to address what should have been obvious concerns regarding spending on the CMF, conflicts of interest, procurement violations and violations of the New Mexico Anti-Donation Clause.

There is evidence that Philip San Filippo, both in his role as Director of Economic Development, and his role as Director of CVB, and former City Manager Stuart Ed, actively covered up violations of policy, rules, regulations and laws, and discouraged or prevented others from complying. In addition to committing likely violations, they also covered up violations by others, including burying a hotline complaint, and complaints voiced by elected officials and citizens. These leaders also actively discouraged reporting of concerns by employees, despite the existence of a City fraud policy that encouraged employees to come forward.

Contracts were awarded based on relationship, rather than qualifications, in violation of procurement rules. Specifically, CVB employees were influenced or pressured by Mr. San Filippo to select Moetiv8, a marketing company from Florida, for a marketing contract, rather than a local vendor. Technical contract requirements were waived for Moetiv8, who was ultimately selected. The entire 17-month contract amount was spent in a few weeks, so Mr. San Filippo arranged for additional funds, with an additional \$500,000 for media buys. Some of the funds were spent on advertising, as allowed, but funds were also spent on other contracts, including Tucker & Associates, Big Couch Media Group, Bendel Communications and Social Media Sharks, each of which should have been separately procured. Ultimately, \$3,399,139 was paid to and funneled through Moetiv8 by Mr. San Filippo, over the course of six years. Once CVB came under scrutiny, they were required to contract directly with the entities they wanted to continue using. CVB Staff used improper sole source justifications to move these improper subcontracts to contractor status. Numerous procurement violations occurred involving the contract and these subcontractors.

Friends of Visit Las Cruces was conceived and used by Mr. San Filippo as a way to conceal the existence and usage of City funds from elected officials. This was accomplished so that Mr. San Filippo could put on events as he pleased, without



oversight or limitation. City Manager Stuart Ed voiced no concerns about this arrangement, but instead echoed Mr. San Filippo's reasoning that CMF funds should be withheld from the City and the control of elected officials.

At the direction of Mr. San Filippo, City employees performed the functions of Friends volunteers, in violation of the MOU, City Procurement Code and FLSA regulations, as well as the New Mexico anti-donation clause. City employees, City equipment and City facilities were used to prop up the illusion of Friends as a legitimate non-profit entity. City employees called meetings, set agendas, attended and ran meetings, negotiated contracts, worked events, and performed virtually every task that was supposed to have been accomplished by Friends.

At the direction of Mr. San Filippo, City employees also performed the functions of Dickerson's Catering, in violation of the event management contract terms, procurement code and FLSA regulations. At the direction of Mr. San Filippo, City funds were used to pay or reimburse Dickerson's Catering for purchases required to be made by and costs borne by the contractor. Mr. San Filippo and Ms. Bales both signed off on multiple Dickerson's Catering invoices, knowing that in some cases City employees were doing the work of the contractor. Dickerson's failed to perform the obligations of the event management contract, and yet accepted payment for services not rendered. Additionally, Marci Dickerson kept 10% of the sponsorships she solicited on behalf of Friends; these were funds to which she was not entitled.

Lodger's tax funds were spent on event costs, also in violation of state regulations. Because the CVB is funded almost exclusively by lodger's tax dollars, and had insufficient budget in any other area to have covered what was spent on events, it can definitely be stated that lodger's tax dollars were spent directly on the cost of events, including CMF, Plaza Events and the Theatre.

Job descriptions were changed to apparently favor a pre-selected individual a month before the job was posted, and pressure was brought to bear in what should have been a competitive hiring process. This led to Jennifer Bales' promotion to Director of CVB in a new position with qualifications lower than the job she vacated. This also meant that she was supervising employees whose minimum job qualifications included a college degree, while her new job description as Director required only a high-school diploma. Individuals who expressed concern about the hiring process were silenced, and potentially qualified applicants were discouraged from applying, being told that the decision was already made.

Mr. San Filippo's hiring did not conform to City policies that require verification of employment and references. At the time of his hiring, none of his prior employment was able to be independently verified, and only one of his references was able to provide a reference of any kind.

Philip San Filippo filed City reports filled with exaggerations and outright lies to promote the continuation of the CMF. These included reports that were made to elected officials; when citizens and elected officials questioned the contents of such reports, these questions were silenced with terse emails.



Vendors or contractors were involved in violating and/or bypassing procurement regulations. Vendors or contractors assisted City employees in thwarting regulations around competitive bidding and fair processes in the award of City contracts. Pressure was brought to bear in the selection process, with certain competitive bidding processes being egregiously manipulated, with the selected vendor a foregone conclusion, specifically the contract with Dickerson's Catering for event management services for the CMF. Mr. San Filippo and Ms. Dickerson worked together in a way that demonstrates their intent to bypass a true competitive bidding process. Despite rules against communication between bidders and City officials, Mr. San Filippo and Ms. Dickerson worked together getting quotes for accounting, setting up bank accounts, and even transferred City funds from prior CMF events to Ms. Dickerson's control prior to being awarded the event management contract. Mr. San Filippo signed off on all of the Dickerson's Catering invoices, as did Ms. Bales, all the while being aware that many of the functions of the contractor were instead being performed by City employees. These are all violations of the City's procurement code, as well as constituting potential other criminal and civil violations. Because the initial procurement of the Dickerson's Catering event management contract was egregiously manipulated and a series of procurement violations, subsequent renewals were also tainted.

Immediately following the event management contract award to Ms. Dickerson, Mr. San Filippo invested \$25,000 in Ms. Dickerson's company, becoming part of her "dream team" of investors. Mr. San Filippo concealed that fact, and subsequently lied on City forms reporting that he had no direct or indirect conflicts of interest with any vendors. When a Hotline complaint was filed against Mr. San Filippo, City Manager Stuart Ed controlled the process of responding to the complaint, ultimately making a unilateral decision that no conflict of interest existed, despite advice from the City Attorney to the contrary. The investment relationship continued through subsequent renewals of Dickerson's event management contract.

Mr. San Filippo also used his position with the City to do personal favors for Ms. Dickerson. When Ms. Dickerson was cited for a noise violation from the sports bar in which Mr. San Filippo was an investor, Mr. Ed and Mr. San Filippo held meetings to deal with the problem. This ultimately was resolved when Mr. Ed ordered the City Attorney's office to redraft the noise ordinance, and take it to City Council. It is doubtful that a different citizen would have received this kind of service from the City Manager. Additionally, Mr. San Filippo used CVB staff time to assist Ms. Dickerson in getting the dumpster moved at The Game II. Any other citizen would have been sent through proper channels; this was well outside the work that should have been performed by CVB Staff.

As a direct result of the handling of City funds through Friends, the Las Cruces Country Music Festival lost money in each year of its existence, with taxpayers spending more than a million dollars to put on the event, with minimal gain to the City in the form of economic benefits. These facts were concealed from elected officials and taxpayers, just as Mr. San Filippo and Mr. Ed had designed. Once a legitimate fiscal analysis was performed by City staff, after Mr. San Filippo's departure, the CMF event was discontinued.



The New Mexico State Constitution precludes government entities from giving gifts of money, property or credit to non-profits or any private parties. At the direction of Stuart Ed and/or Philip San Filippo, the City made dozens of illegal donations. Emails between employees demonstrate that they understood that these donations were improper, and took efforts to cover up the spending.

Examples of illegal donations include, but are not limited to:

- Friends of Visit Las Cruces – All funds received, held and spent by Friends was City money, as our reconstruction of their books proves. Friends also received hundreds of hours of City employee time, building space, and many other improper donations from the City. The value of City employee time and donations totaled in the hundreds of thousands of dollars.
- Barbara Hubbard – Ms. Hubbard's non-profit ACTS received a donation of City money of \$2,000, and the City paid the costs of her 90th birthday party, the proceeds of which went to ACTS.
- NM Wilderness Alliance – Received a \$5,000 donation for its Outdoor Economic Conference. Stuart Ed sent emails about which account to pay the donation out of to avoid scrutiny.
- Las Cruces International Film Festival – Mr. San Filippo directed that the City make a \$10,000 donation to this organization; the event was produced by his wife, Marsha San Filippo.
- Revolution 120 – Stuart Ed used \$900 in City funds to purchase a table at the 2019 Blizzard Blast Lumberjack Bash; Marci Dickerson is founder and president of this non-profit.

In addition to the procurement violations discussed with the Dickerson's and Moetiv8 contracts, there are numerous other issues. Procurement of talent and media buys prior to 2015 were required to follow the procurement code, and did not. Payment to vendors for sound and lights, generators and other services for the CMF violated procurement, and in some cases were supposed to be paid by Dickerson's Catering, through the event management contract, not by the City.

Mr. San Filippo emailed his self-congratulation for getting the CMF onto the Country Music Television Top 20 show. He failed to mention that this promotion cost the City over \$23,000, violating procurement, and bypassing the City Attorney's office for advice, and instead paying \$10,231 for insurance for one day of filming.

Mr. San Filippo made at least one side deal with an artist, including paying \$500 plus travel to Brennin Hunt to play at his wife's birthday party, while Friends paid \$5,000 plus travel for Mr. Hunt to play the CMF.

Mr. San Filippo had an unwritten contract with another individual with whom he had a prior relationship, paying \$36,000 in City money for Gene Dries of Jux.ta.Promotion to be the Creative Director of the CMF. In addition to the procurement violation, Mr. Dries was being paid by the City to do what Dickerson's Catering was supposed to be doing under the event management contract – procuring and booking talent for the CMF.



Mr. San Filippo directed CVB staff to falsify their time cards, showing regular 8am to 5pm working hours, while demanding they work additional hours at the CMF and other events, without receiving appropriate overtime pay. Time was tracked off to the side, at a one-for-one hour "flex time", which violated both FSLA regulations and City policy. The work done by City employees at CMF and other events was supposed to be performed by Friends volunteers and/or Dickerson's Catering.

Dickerson's Catering breached the CMF event management contract, by accepting funds for work not performed. Dickerson's was obligated by the event management contract to receive funds, act as a fiscal agent, perform ticketing functions, and provide catering to the VIP and green room areas. Dickerson's was to execute artist agreements, including paying artists out of her contract, and was responsible for taking care of the artist's needs. Instead, those tasks were performed by others, including City employees and other City contractors or subcontractors. Dickerson's was allotted \$22,000 for booking talent, when in fact, artist talent for CMF costs as much as \$250,000 in a single year.

We reconstructed the books of Friends as part of our assignment. We determined that all the money funneled through Friends was, in fact, City money. Friends would have been entitled to keep 10% of the donations they solicited. However, Friends failed to solicit any sponsorships of their own, all sponsorships were secured by City employees, or Dickerson's Catering, thus, Friends had no funds of their own. Friends and certain City employees, as discussed above, violated the terms of the MOU, rendering Friends nothing more than a shell company for Philip San Filippo to use to cover up the true costs of his pet projects and events.

5. RECOMMENDATIONS:

As a result of this investigation, we have several recommendations for the City of Las Cruces to improve internal controls and policies. Improvements in these areas will help prevent future abuses of City assets and resources.

At the City's request, we are available to assist with reporting this matter to law enforcement. We are also available to assist the City in implementing these recommendations. We understand that some of the recommendations in this report, which we discussed verbally with Counsel, have already been put into place. We do not attempt to differentiate between recommendations which have already been enacted, and those under consideration or in process.

One of the most important internal controls to prevent fraud, waste and abuse is an appropriate tone at the top. Violations of laws, regulations and City policy were rampant within City management. We recommend the City provide training to elected officials and management not only on laws, regulations and policies, but also on fraud prevention and detection. Being able to recognize practices that are inappropriate and could be concealing fraud will help elected officials and management take appropriate action early on, minimizing and mitigating risk to the City.

An important element to reinforce the new tone at the top of the organization should be the City's Fraud Hotline. The City must immediately reorganize their Hotline complaint



process. There should never be a single person who receives the complaints from the third-party Hotline administrator. Every complaint should go directly from the third-party provider to the entire Hotline Committee, via email with read receipt. The Hotline Committee should include at minimum the City Attorney, Inspector General, Internal Auditor, Human Resources Director, City Manager and Assistant City Managers. This Committee must meet regularly. Meetings should be held within a week of any serious allegations, and otherwise should be a consistent monthly meeting.

If there are no Hotline complaints pending, the Committee should meet to strategize about promotion of the Hotline to employees and citizens. The City's Hotline number should be ubiquitous, appearing on posters in employee break rooms, on employee direct deposit advices slips, reimbursement checks, vendor checks and EFT notifications, resident utility billing slips and on every footer of the City's website. The City could consider adding a process for making efficiency suggestions to the Hotline process, so that City employees can make suggestions and receive recognition, with possible awards for their team for money saved.

For additional information on setting up and promoting an effective and positive Hotline, please see our article "Hotlines for Heroes", which was published in *Fraud Magazine*, the official publication of the Association of Certified Fraud Examiners. The article is available on our website at <https://themchardfirm.com/whatwedo/>, click Hotlines for Heroes at the bottom of the page to download the article. We are available to assist the City in setting up, rebranding and rolling out an effective Hotline program, upon request.

Another tool to prevent inappropriate behavior on behalf of management is to establish an Inspector General position at the City. The Inspector General should be independent of City Management and report directly to City Council, or a subcommittee of the City Council, working cooperatively with the City Attorney as appropriate. This independence allows the Inspector General to perform investigations without the influence of City management. The Inspector General should have the authority, along with the City Attorney, to commission outside investigations as needed.

In addition to an independent Inspector General, we recommend that the City create and maintain a strong Internal Audit Department. We also recommend the City provide training to its Internal Audit department regarding how to begin a special investigation and provide training regarding reporting to external auditors and regulatory authorities. The Internal Audit Department should report to the City Attorney until a subcommittee of City Council is formed for reporting.

We note that non-City employees appeared on hiring panels and on selection panels for procurement. In some cases, citizens outnumbered City employees and essentially made the hiring and procurement decisions. Because all the friendships and relationships between citizens and applicants and bidders cannot be known, and because citizens are not required to reveal direct or indirect conflicts of interest, we recommend that citizens not be used as voting members of panels. If particular expertise is required, and can be provided through the use of a citizen volunteer, such a person could be used as a technical advisor, but would be a non-voting member of the hiring panel.



We also recommend that the City Procurement Department use cooperative or group purchasing programs wherever possible. Such organizations have already done the procurement and have tremendous buying power to obtain the best price. The City could also piggy-back State of New Mexico contracts. When the City deems it appropriate to procure goods and services via an RFP, the Purchasing Manager or qualified designee should sit on all selection committees, to ensure that undue influence is not being applied by any individual or group.

The City created a "City Sponsorship Program" by which groups and non-profits could solicit cash donations from the City for various purposes. Such a program violates both the letter and the spirit of the New Mexico anti-donation clause, and should cease immediately. The City Attorney should review this entire program to determine if any portion of it complies with the law. In the unlikely instance that any portion of the program remains, the City Attorney or a qualified designee should be the first level review and approval for any applications under the program, without which no application may be discussed or considered.

We recommend that the CVB get out of the "event planning" business, and back into the tourism promotion business. The CVB can work cooperatively with independent organizations who wish to hold events at the City, for the purposes of marketing tourism, but should not be event planners or sponsors. The CVB, whether City operated or contracted to a third-party, is to bring visitors to Las Cruces, not to run large commercial events. The City already contracts with a third-party to run the Convention Center, and could explore using either the same or a different third-party to run the Convention and Visitors Bureau, as many cities do.

The CVB has operated as a de-facto cultural affairs department, which is not their role. If the City wishes to have a cultural affairs department, that should be organized and funded appropriately, without the improper use of lodger's tax funds. Such a department could work cooperatively with the many arts and culture organizations already working within Las Cruces, for the purposes of community enrichment.

We are told that the CMF has already been discontinued, but replacement music festivals are being explored. The CMF event has always been put on at a huge loss; this fact has simply been concealed from elected officials and the public via the use of Friends as a shell company. The actual top 25 events in New Mexico have their own for-profit or non-profit organizations who own and operate them, and even some of those operate at a loss. Any future music festival should be organized and operated separately from City government, and must not use City employees or City funds in any way.

We are not recommending that Las Cruces stop holding public events and festivals designed for residents of Las Cruces, such as Plaza events or celebrations. But these should be put on by the Parks and Recreation Department, as part of their mission to provide local residents with recreational and entertainment opportunities, or by a newly created cultural affairs department. The City may wish to put on local events, even if they operate at a loss, for the cultural enrichment of citizens, but there must always be transparency in spending, so that elected officials and citizens can decide whether the event experience is worth the cost to taxpayers.



Likewise, the City should evaluate the Rio Grande Theatre as a continued City-owned and City-operated venture, and consider the options of selecting a third-party contractor to operate the Theatre, having a truly independent non-profit run the Theatre, or selling the Theatre. Again, elected officials and citizens may decide that running the Theatre at a loss is worth the cultural enrichment for local residents, but that decision should be made with complete and accurate financial information in a transparent process.

The current City procurement code contemplates a maximum vendor debarment of three years. We recommend that the City consider adopting a longer debarment period of anywhere from three years to lifetime vendor debarment, depending on the circumstances. We additionally recommend that the City Attorney begin proceedings to determine whether any of the parties in this report are appropriate for vendor debarment, which would preclude them from bidding for or accepting City business.

As of this writing, Friends of Visit Las Cruces, Inc., is an active entity listed with the New Mexico Secretary of State Corporations Division, although they have not been in "Good Standing" since July 28, 2019, when Karen Wootton resigned as the Registered Agent. We recommend that the City Council formally disavow Friends, thus leaving Friends without a lawful purpose. Friends should then officially dissolve as an entity, since their only purpose or standing was in relation to the City. Friends should appropriately report their new status to the New Mexico Secretary of State Corporations Division, as well as the Internal Revenue Service.

The City's current alcohol policy allows select City employees to purchase alcohol using City funds, including purchasing alcohol for others, and using City P-cards to purchase alcohol. This policy must change immediately; it is fraught with liability for the City, and sends entirely the wrong tone to employees, citizens, vendors and others. Nobody expects government employees to buy them alcohol, and City employees should neither be purchasing nor consuming alcohol on City time. The only exception allowed should be law enforcement necessity, such as for vice or narcotics operative operations. The City should additionally work with their bank or P-card provider to configure P-cards to decline sales for alcoholic beverages or package sales.

The City should revisit hiring practices, including verification of employment and references. Applicants for City jobs for whom experience is a prerequisite must have that experience verified, or should not be selected for employment. Mr. San Filippo was hired as the CVB Director, despite robustly failing a check of employment verification, as well as having only a single professional reference. There is nothing in the HR file to document why he was hired when neither City HR staff, nor a professional background investigation company, could officially verify any prior employment. This was obviously a failed process, and should be corrected to ensure that employment and references are verified for all City employees.

We recommend that the City institute a process of requesting additional references and contact information for prior employers from applications, until references can be checked and employment verified. Applicants whose prior employers are no longer in business could show prior year taxes or W-2's to verify employment. Since tax



documents are supposed to be kept for seven years, applicants should be able to provide them. If an applicant cannot prove the prior experience or education required for the position, they should not be hired.

6. TECHNICAL NOTES:

Our work is not a "financial statement audit" and should not be relied on for such purposes. We did not conduct any review of financial statements, as the term "review" is defined in accounting professional standards. We offer no "assurance", as that term is defined in accounting professional standards, as to any financial reporting of the City of Las Cruces in general. This work is not a "compilation" as defined in accounting professional standards. This engagement was performed under the Association of International Certified Professional Accountants Standards for Consulting Services No. 1, and/or its Statement on Standards for Forensic Services No. 1.

In conducting this fraud examination and financial reconstruction, The McHard Firm obtained or was provided with documents by the City of Las Cruces. We relied on these documents during this engagement, as well as interviews we conducted, in forming our opinions as to this matter. If documents or other information later becomes available which supersede, update or correct the documents and information we relied on, we reserve the right to examine the new documentation and information to inform and potentially revise relevant facts and our opinions as stated here.

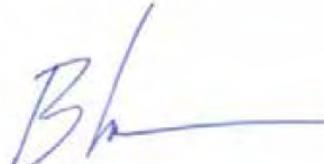
Our curriculums vitae are attached to this letter. Please see **Attachments A, B, and C.**

We appreciate the opportunity to assist you with this matter. Please do not hesitate to contact us if you have any questions, or if we can be of assistance in this matter.

Sincerely,



Janet M. McHard, CPA, CFE, MAFF, CFF
Founding Partner



Beth A. Mohr, CFE, CAMS, CCCI, PI¹
Managing Partner



Anne Layne, CPA/CFF, CFE, CAMS
Partner

Please see accompanying Index of Tables, Attachments, and Exhibits.

¹ NM Private Investigator license #2503



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9	Payments to Moetiv8 for Fiscal years 2013-2019
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16	Email dated June 29, 2015, from James Bagwell to Philip San Filippo
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21	Marci Dickerson DBA Pioneer Bank September 2015 account statement and check deposited
22	Dickerson's Catering and Event Planning contract – City Council approval
23	Email dated October 19, 2015, from Philip San Filippo
24	Friends of Visit Las Cruces, Citizens Bank of Las Cruces deposit account agreement and disclosures
25	Friends of Visit Las Cruces, Citizens Bank of Las Cruces opening deposit slip
26	Friends of Las Cruces, Citizens Bank of Las Cruces check #1001 payable Phil San Filippo
27	Friends of Visit Las Cruces, Citizens Bank of Las Cruces January 2015 account statement
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29	Email dated June 9, 2016, from Philip San Filippo regarding login information to the Citizen Bank account
30	Email dated May 2, 2017, from Jennifer Bales regarding KW Sound and Lighting invoices
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Exhibit	Description
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47	Check#1050 for \$48,594.41 payable to Kenny Arroyos
48	City of Las Cruces Procurement Code details by The McHard Firm
49	Check#1036 for \$15,154.73 payable to Blueline Rental; Check#1075 for \$14,930.34 payable to Sunbelt Rentals; Check#1149 for \$16,247.00 payable to South Coast Audio LLC
50	Email dated October 4, 2018, from Philip San Filippo
51	Contract between the Las Cruces Convention and Visitors Bureau and CMT Productions, Inc
52	Series of emails dated October 2018 between Jamila Gilbert and Elaheh Ziglari/Cynthia Mangrum, coordinators for Business & Legal Affairs with CMT
53	Invoice and Check#1156 for \$10,000 payable to Viacom (CMT)
54	Hotel Encanto folio dated October 30, 2018, for \$3,654.29 for CMT lodging
55	Series of emails dated October 2019, from Veronica Quezada regarding insurance coverage
56	Proposals for insurance policies
57	Email dated October 19, 2018, from Veronica Quezada and Check#1152 for \$10,231.00 payable to Commercial Insurance Group LLC
58	Email dated May 14, 2018, from Philip San Filippo
59	Email dated March 27, 2018, from Philip San Filippo to Brennin Hunt
60	Check#1094 for \$2,500 and Check# 1137 for \$2,500 both payable to Brennin Hunt
61	Invoice from Eugene Dries owner of Jux.ta.Promotion for \$5,000.
62	Service Agreement for Jux.ta.Promotion dated June 20, 2019
63	Press clipping referencing Gene Dries
64	Wet/TV Productions, LLC State of Tennessee business filing information



Exhibit	Description
65	Promissory Note dated December 1, 2015, between Phil San Filippo and Dickerson Holdings II, LLC
66	Mountain States Escrow seller statements
67	Emails from Marci Dickerson regarding Game II progress and Grand Opening
68	Email dated April 19, 2016, from Marci Dickerson to Jennifer Bales
69	Email dated February 27, 2017, from Marci Dickerson regarding noise issues
70	Conflict of Interest Hotline complaint dated May 19, 2017
71	Email dated January 11, 2018, from Philip San Filippo
72	Email dated January 12, 2018, from Stuart Ed
73	Emails dated April 2019, from Stuart Ed
74	City employee emails regarding Dickerson's Catering
75	Philip San Filippo's Employee Request for Outside Employment and Notification of Possible Conflicting Financial Interests dated January 17, 2017
76	Series of emails regarding "Report on City of Las Cruces Antidonation, IPRA and Procurement issues"
77	Series of email regarding CMF flex/comp time
78	Receipts for alcohol purchases paid with City P-cards
79	City of Las Cruces Limited Purchase and Use of Alcohol Policy
80	Memo dated October 15, 2012, from Terri D. Del Ferraro regarding CVB Graphic Design Services & Destination Marketing Price Agreement RFP
81	Memo dated November 19, 2012, from Terri D. Del Ferraro regarding waiving minor technicalities for RFP CVB Graphic Design Services & Destination Marketing Price Agreement
82	Wilson Binkley Advertising & Marketing LLC, New Mexico Secretary of State filing
83	Marketing firms cost proposals
84	Email dated May 3, 2016, from Chris Faivre
85	Moetiv8 Contract
86	Amendment to Existing Contract for Graphic Design Services & Destination Marketing
87	City Council Action and Executive Summary dated September 3, 2013, drafted by Phil San Filippo
88	Moetiv8 Marketing, Inc contract renewal dated February 10, 2014
89	Email dated October 25, 2016, from Philip San Filippo
90	Email dated March 8, 2017, from Philip San Filippo
91	Email dated March 8, 2017, from Philip San Filippo
92	Moetiv8 Marketing, Inc - February 2017 Invoice
93	Sole Source Procurement section – Bendel
94	Sole Source Procurement section – Social Media Sharks
95	Jennifer Bales, City of Las Cruces employment application and reference check records



Exhibit	Description
96	Personnel Action Notice for Jennifer Bales CVB Service Manager position effective January 27, 2013
97	Revised job description on October 2012 for CVB Services Manager
98	Email and memo dated April 10, 2017, from Philip San Filippo
99	Email and revised job description for the CVB Director position from Philip San Filippo dated April 21, 2017
100	Memo dated June 1, 2017, from Philip San Filippo regarding "Request to Hire – CVB Director"
101	Personnel Action Notice for Jennifer Bales for CVB Director position salary increase effective June 11, 2017
102	Personnel Action Notice and memo for Jennifer Bales for CVB Director position salary increase effective October 1, 2017
103	Memo dated October 5, 2018, from Andre Moquin, Director of Human Resources regarding Jennifer Bales, 2018 Merit Increase
104	Email dated October 17, 2017, from Philip San Filippo
105	Meeting invitation from Stuart Ed that contains a teleconference call in number
106	Various emails regarding planning of Stuart Ed's high school reunion
107	Friends of Visit Las Cruces Inc. – 2015 Tax Form 990
108	Receipts for Friends' meetings meal and snack purchases
109	List of transactions benefitting CMF/Plaza events paid using City P-cards or City Accounts Payable
110	Check #1031 and #1032 from Citizens Bank
111	Receipt for packaged alcohol purchase on City P-card
112	Email dated October 5, 2018, from Jennifer Bales
113	Email dated August 3, 2018, from Jennifer Bales regarding Wee Warrior Project
114	Emails dated July 2017 regarding Barbara Hubbard's event
115	Receipt for Barbara Hubbard reception sponsorship paid by Philip San Filippo's P-card
116	Purchase Order and Invoice for \$2,266.13 to Dickerson's Catering, LLC for Barbara Hubbard's reception
117	Email dated May 10, 2018, from Stuart Ed
118	Email dated December 20, 2018, from Philip San Filippo regarding Virgin Galactic event
119	Email from Philip San Filippo and invoice dated September 14, 2016, for the Las Cruces International Film Festival
120	Check #81794 in the amount of \$10,000 payable to "NMSU DBA Las Cruces International Film Festi" and supporting documentation
121	Email invitation for 2019 Blizzard Blast event dated January 16, 2019 from Annette Granado
122	Revolution 120 website information
123	Purchase Order and Invoice from Revolution120 for \$900 for Lumberjack Bash sponsorship
124	The City of Las Cruces fraud policy



Exhibit	Description
125	Email dated July 8, 2016, at 9:47am from Jennifer Bales to Audrey Evins
126	Read receipt for the July 8, 2016, email from Jennifer Bales to Audrey Evins
127	Email dated January 3, 2018, from Jennifer Bales to Audrey Evins
128	Email dated January 25, 2018, from Audrey Evins to Jennifer Bales
129	Email dated January 25, 2018, from Jennifer Bales to Audrey Evins
130	Rio Grande Theatre – Reconstruction by The McHard Firm





The McHard Firm

933 San Mateo Blvd NE, Suite 500-151, Albuquerque, NM 87108
1220 Rosecrans St, Suite 102, San Diego, CA 92106
505/554-2968 NM 619/764-6144 CA 877/279-2942 Fax

JANET M. McHARD, MBA, CPA, CFE, MAFF, CFF, CGMA, PI

EDUCATION:

Bachelor of Arts - December 1994
University of New Mexico

Master of Business Administration - August 1997
Robert O. Anderson Graduate School of Management
University of New Mexico

PROFESSIONAL DESIGNATIONS:

Certified Public Accountant
State of New Mexico – August 1998
State of Arizona – June 2013
State of California – December 2015

Certified Fraud Examiner - December 1999
Association of Certified Fraud Examiners

Master Analyst in Financial Forensics, as of April 2013, formerly known
as Certified Forensic Financial Analyst as of March 2007, originally
awarded as Certified in Fraud Deterrence in January 2004
National Association of Certified Valuation Analysts

Certified in Financial Forensics – November 2008
American Institute of Certified Public Accountants

Private Investigator
State of New Mexico – Firm – License 2878
State of Arizona – Associate – License 1639940
State of California – President – License 29074

Chartered Global Management Accountant – August 2014
American Institute of Certified Public Accountants

PROFESSIONAL EMPLOYMENT:

McHard Accounting Consulting, LLC – July 2009 to present
Founding Partner
Albuquerque, New Mexico

Association of Certified Fraud Examiners – October 2003 to present
Faculty
Austin, Texas

City of Albuquerque – February 2010 to September 2010
Inspector General
Albuquerque, New Mexico

Meyners + Company, LLC - November 2000 to July 2009
Senior Manager, Business and Tax Services
Albuquerque, New Mexico

Meyners + Company, LLC - August 1998 to November 2000
Senior, Audit Department
Albuquerque, New Mexico

Arthur Andersen LLP - August 1997 to August 1998
Staff Accountant, Economic and Financial Services
Albuquerque, New Mexico

Law Offices of E. Justin Pennington - July 1994 to January 1997
Legal Secretary and Paralegal
Albuquerque, New Mexico

John M. H. Allen, M.B., B.S., F.R.C.S.
Orthopaedic Surgeon - January 1988 to July 1994
Business Manager
Albuquerque, New Mexico

PROFESSIONAL ASSOCIATIONS:

American Institute of Certified Public Accountants

New Mexico Society of Certified Public Accountants

Association of Certified Fraud Examiners
Past Treasurer, NM Chapter Assoc. of Certified Fraud Examiners
Past President, NM Chapter Assoc. of Certified Fraud Examiners

National Association of Certified Valuation Analysts

Association of Government Accountants (National and New Mexico) -
past

Institute of Internal Auditors (National and New Mexico) – past

PROFESSIONAL COMMITTEES:

Association of Certified Fraud Examiners, Board of Regents Advisory
Working Group, member

New Mexico Bar Association, Tax Section Committee, Past CPA Liaison



Association of Certified Fraud Examiners, Professional Development Committee, past member

PUBLICATIONS:

Mohr, Beth Anne, & McHard, Janet M. *Jan/Feb 2020*. A Primer on Financial Records in Economic Crime Cases. *The Champion*. NACDL.

McHard, Janet M. & Mohr, Beth Anne. *September/October 2012*. Career Connection: Hanging out your Shingle, Part 2. *Fraud Magazine*.

McHard, Janet M. & Mohr, Beth Anne. *Vol 27, No. 4, July/August 2012*. Career Connection: Hanging out your Shingle, Part 1. *Fraud Magazine*.

McHard, Janet M. & Mohr, Beth A. *Vol. 26, No. 4, July/August 2011*. Hotlines for Heroes: Making a Fraud Hotline Accessible and Successful. *Fraud Magazine*.

McHard, Janet M. (2007). They Didn't Know Jack. In J. T. Wells (Ed.), *Fraud Casebook: Lessons from the Bad Side of Business* (pp. 137-144). Hoboken, NJ: John Wiley & Sons.

HONORS:

2017 James Baker Award – Speaker of the Year at 28th Annual Global Association of Certified Fraud Examiners Conference

2016 Woman to Watch – Experienced Leader, New Mexico Society of Certified Public Accountants.

2016 Inductee to the University of New Mexico Anderson Schools of Management Hall of Fame.

PROFESSIONAL SPEAKING:

Date: January 2020
Group: New Mexico Tribal Gaming Symposium
Topic: Anatomy of Fraud: Insight from Real Cases
Location: Santa Ana, New Mexico

Date: October 2019
Group: Association of Certified Fraud Examiners – San Diego Chapter
Topic: Fraud in Governmental Entities and ACFE Ethics
Location: San Diego, California

Date: September 2019
Group: Escrow Institute of California
Topic: Red Flags of Fraud and Psychology of Fraud
Location: Irvine, California



Date: September 2019
Group: Association of Certified Fraud Examiners – Greater Toronto Area Chapter
Topic: Understanding and Investigating Management Fraud
Location: Toronto, Ontario, Canada

Date: August 2019
Group: Association of Certified Fraud Examiners
Topic: How to Testify – Custom Course
Location: Washington, District of Columbia

Date: August 2019
Group: Office of the State Auditor and Inspector
Topic: Stupid Fraud: Too Dumb to Get Caught & Professional Ethics
Location: Oklahoma City, Oklahoma

Date: July/August 2019
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course
Location: Denver, Colorado

Date: June 2019
Group: 30th Annual Global Association of Certified Fraud Examiners Conference
Topic: Panelist - Audit Panel: Challenges of Auditing for Fraud in 2019
Location: Austin, Texas

Date: May 2019
Group: New Mexico Society of Certified Public Accountancy and New Mexico Office of the State Auditor
Topic: Preventing and Detecting Fraud in Government Agencies
Location: Albuquerque, New Mexico

Date: April 2019
Group: New Mexico State Bar Foundation
Topic: Moderator: Surviving White Collar Cases
Location: Albuquerque, New Mexico

Date: April 2019
Group: Association of Certified Fraud Examiners – Las Vegas Chapter
Topic: Anatomy of Fraud
Location: Las Vegas, Nevada

Date: April 2019
Group: New Mexico State Bar Foundation
Topic: Surviving White Collar Cases - moderator
Location: Albuquerque, New Mexico



Date: April 2019
Group: National Association of Criminal Defense Lawyers
Topic: Forensic Accounting 101
Location: Las Vegas, Nevada

Date: February 2019
Group: Association of Certified Fraud Examiners
Topic: Financial Statement Fraud
Location: San Francisco, California

Date: February 2019
Group: Asurion – Internal Audit Department
Topic: Fraud Examinations: Methodology and Case Studies
Location: Nashville, Tennessee

Date: February 2019
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course
Location: San Diego, California

Date: December 2018
Group: New Mexico Government Finance Officers Association
Topic: Fraud Prevention Strategies: Beyond Internal Controls
Location: Albuquerque, New Mexico

Date: November 2018
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course for USAA
Location: San Antonio, Texas

Date: October 2018
Group: Association of Certified Fraud Examiners
Topic: Auditing for Internal Fraud – Custom Course
Location: Sacramento, California

Date: October 2018
Group: Association of Certified Fraud Examiners – San Diego Chapter
Topic: Fraud and Ethics Half-Day Seminar
Location: San Diego, California

Date: August 2018
Group: Office of the State Auditor and Inspector
Topic: Fraudsters and Fraud Victims: Case Studies into the Psychology of Both
Location: Oklahoma City, Oklahoma



Date: July 2018
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course for Fannie Mae
Location: Plano, Texas

Date: June 2018
Group: 29th Annual Global Association of Certified Fraud Examiners Annual Conference
Topic: The New Revenue Recognition Standards: How Might Fraud Be Hidden Now?
Location: Las Vegas, Nevada

Date: May 2018
Group: Association of Certified Fraud Examiners
Topic: Using Data Analytics to Detect Fraud and Professional Interviewing Skills – Custom Course
Location: Cheyenne, Wyoming

Date: April 2018
Group: Auburn University Harbert College of Business School of Accountancy – 2018 Accounting & Auditing Summit: Understanding Fraud
Topic: Bad Accounting or Criminal Act: The Challenge of Proving Intent
Location: Auburn, Alabama

Date: April 2018
Group: Association of Certified Fraud Examiners
Topic: Financial Statement Fraud
Location: San Diego, California

Date: December 2017
Group: American Bar Association: 34th Annual National Institute on Criminal Tax Fraud and the 7th Annual Institute on Tax Controversy
Topic: Tools and Toys: How an Internal Investigator Can Help
Location: Las Vegas, Nevada

Date: November 2017
Group: Association of Certified Fraud Examiners
Topic: Auditing for Internal Fraud – custom course
Location: San Diego, California

Date: October 2017
Group: Hawaii Chapter of Association of Certified Fraud Examiners
Topic: Fraud Case Studies and Ethical Considerations in Fraud Examinations
Location: Honolulu, Hawaii



Date: September 2017
Group: Association of Certified Fraud Examiners – Greater Kansas City Chapter
Topic: Ethical Considerations, Case Studies and Expert Witness Seminar
Location: Kansas City, Kansas

Date: September 2017
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Interviewing for the facts: Getting from “Yes” to “No” to Resolution and Beyond
Location: Albuquerque, New Mexico

Date: August 2017
Group: Association of Certified Fraud Examiners
Topic: Financial Statement Fraud
Location: Las Vegas, Nevada

Date: August 2017
Group: Oklahoma State Auditors
Topic: Anatomy of Fraud: Insights from Real Cases
Location: Oklahoma City, Oklahoma

Date: June 2017
Group: 28th Annual Global Association of Certified Fraud Examiners Annual Conference
Topic: Auditing/Investigating Fraud Seminar
Location: Nashville, Tennessee

Date: June 2017
Group: 28th Annual Global Association of Certified Fraud Examiners Annual Conference
Topic: Bad Accounting or Criminal Act: The Challenge of Proving Intent
Location: Nashville, Tennessee

Date: May 2017
Group: Keshet Center for the Arts - KIIC
Topic: Accounting for Artists
Location: Albuquerque, New Mexico

Date: May 2017
Group: Association of Certified Fraud Examiners – Knoxville Chapter
Topic: Detecting Fraud through Vendor Audits
Location: Knoxville, Tennessee



Date: April 2017
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course
Location: Austin, Texas

Date: January 2017
Group: Association of Certified Fraud Examiners – Ottawa (Ontario, Canada) Chapter
Topic: Conducting Internal Investigations and Auditing for Internal Fraud
Location: Ottawa, Ontario, Canada

Date: December 2016
Group: American Bar Association: 33rd Annual National Institute on Criminal Tax Fraud and the 6th Annual Institute on Tax Controversy
Topic: Addressing Employment Tax Issues in Sensitive Examinations
Location: Las Vegas, Nevada

Date: October 2016
Group: Embry-Riddle Aeronautical University
Topic: Fraud Examinations: Methodology, Interviews & Case Studies
Location: Prescott, Arizona

Date: September 2016
Group: Paralegal Division – New Mexico State Bar
Topic: Financial Discovery: Dealing with what you do and don't have
Location: Albuquerque, New Mexico

Date: September 2016
Group: First National Rio Grande and First National Santa Fe
Topic: Red Flags of Fraud: What to look for and how to control fraud in your business
Location: Albuquerque and Santa Fe, New Mexico

Date: June 2016
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Panel Participant: Expert (and Fact) Witness Seminar
Location: Albuquerque, New Mexico



Date: June 2016
Group: Association of Certified Fraud Examiners Annual Conference
Topic: Chapter Leaders' Meeting: Success Begins at the Top: Creating Leaders in Your Chapter – Beyond the "Strategy of Hope"
Location: Las Vegas, Nevada

Date: May 2016
Group: Association of Certified Fraud Examiners – El Paso (Texas) Chapter
Topic: Ethical Considerations in Fraud Examinations & Fraud in Governmental Entities: Case Studies and Other Fun Stories
Location: El Paso, Texas

Date: May 2016
Group: Administrative Office of the U.S. Courts Defender Services Office, Training Division, Federal Defender Investigator and Paralegal Seminar
Topic: Forensic Accounting Part I: Dealing With What You Don't Have
Location: Chicago, Illinois

Date: May 2016
Group: Administrative Office of the U.S. Courts Defender Services Office, Training Division, Federal Defender Investigator and Paralegal Seminar
Topic: Forensic Accounting Part II: Dealing With What You Do Have
Location: Chicago, Illinois

Date: March 2016
Group: The Conference That Counts!
Topic: Ethical Considerations in Fraud Examinations & Fraud in Governmental Entities: Case Studies and Other Fun Stories
Location: Albany, New York

Date: January 2016
Group: Association of Certified Fraud Examiners
Topic: Financial Statement Fraud – International Financial Reporting Standards Version
Location: Vancouver, British Columbia, Canada

Date: December 2015
Group: Association of Certified Fraud Examiners
Topic: Specialized Knowledge Course
Location: Washington, District of Columbia



Date: December 2015
Group: American Bar Association: 32nd Annual National Institute on Criminal Tax Fraud and the 5th Annual Institute on Tax Controversy
Topic: When the Past Isn't the Past: How To Correct Past Wrongdoing
Location: Las Vegas, Nevada

Date: November 2015
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Panel Participant: The Witness Stand
Location: Albuquerque, New Mexico

Date: November 2015
Group: Association of Certified Fraud Examiners – Raleigh Chapter of the ACFE
Topic: Investigating Conflicts of Interest
Location: Raleigh, North Carolina

Date: October 2015
Group: New York Chapter of the Association of Certified Fraud Examiners – Investigations 2015
Topic: Case Study: Ethical Obligations in Examinations
Location: New York, New York

Date: August 2015
Group: New Mexico State Bar, 2015 Tax Seminar
Topic: *Kovel* Accounting
Location: Albuquerque, New Mexico

Date: June 2015
Group: Association of Certified Fraud Examiners Annual Conference
Topic: Using Tax Returns in Investigations
Location: Baltimore, Maryland

Date: April 2015
Group: Association of Certified Fraud Examiners
Topic: Financial Statement Fraud – International Financial Reporting Standards Version
Location: Toronto, Ontario, Canada

Date: March and April 2015 (various dates)
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course
Location: Via Webinar



Date: March 2015
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Case Study: Ethical Obligations in Examinations
Location: Albuquerque, New Mexico

Date: March 2015
Group: Association of Certified Fraud Examiners
Topic: Using Tax Returns in Examinations
Location: Via Webinar

Date: February 2015
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course
Location: Las Vegas, Nevada

Date: February 2015
Group: Wells Fargo Specialty Markets Group
Topic: Anatomy of Theft & Personality of a Thief
Location: Albuquerque, New Mexico

Date: February 2015
Group: Association of Certified Fraud Examiners
Topic: Fraud Risk Management
Location: New Orleans, Louisiana

Date: January 2015
Group: United Way of Central New Mexico – Center for Nonprofit Excellence
Topic: Red Flags of Fraud for Nonprofit Organizations
Location: Albuquerque, New Mexico

Date: January 2015
Group: New Mexico Criminal Defense Lawyers Association
Topic: Gaining Trust in Your Trust Account; Ethical and Practical Issues of Accepting and Accounting for Client Funds, Co-Speaker and Panelist
Location: Albuquerque, New Mexico

Date: January 2015
Group: Association of Governmental Accountants – Albuquerque Chapter
Topic: An Update on AU-C 240: Today's Name for Consideration of Fraud in a Financial Statement Audit
Location: Albuquerque, New Mexico



Date: December 2014
Group: American Bar Association: 31st Annual National Institute on Criminal Tax Fraud and the 4th Annual Institute on Tax Controversy
Topic: Eggshell Audits in a Comprehensive Tax Enforcement Environment
Location: Las Vegas, Nevada

Date: November 2014
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course
Location: San Antonio, Texas

Date: November 2014
Group: Central Carolina Chapter of Certified Fraud Examiners
Topic: Effective Report Writing for Fraud Examiners
Location: Raleigh, North Carolina

Date: October 2014
Group: San Juan Basin Chapter, New Mexico Society of Certified Public Accountants
Topic: Red Flags of Fraud
Location: Farmington, New Mexico

Date: October 2014
Group: Association of Certified Fraud Examiners
Topic: Fraud Risk Management
Location: Seattle, Washington

Date: September 2014
Group: Association of Certified Fraud Examiners
Topic: Effective Report Writing for Fraud Examiners
Location: Las Vegas, Nevada

Date: September 2014
Group: 2014 Santa Fe County and Rio Arriba County Treasurer's Affiliate Summer Conference
Topic: Fraud Prevention Case Study
Location: Santa Fe, New Mexico

Date: August 2014
Group: New Mexico Defense Lawyers Association – Women in the Courtroom V
Topic: Are You Smarter Than An Expert Witness? Mounting and Defending a *Daubert* Challenge
Location: Albuquerque, New Mexico



Date: July 2014
Group: Association of Certified Fraud Examiners
Topic: Conducting Internal Investigations – State Fund of California
Location: Vacaville, California

Date: July 2014
Group: Association of Certified Fraud Examiners
Topic: Financial Statement Fraud
Location: San Francisco, California

Date: June 2014
Group: Association of Certified Fraud Examiners Annual Conference
Topic: Selling Your Services: Marketing Tips for CFEs
Location: San Antonio, Texas

Date: June 2014
Group: New Mexico Gaming Control Board
Topic: Understanding Financial Statements and Financial Statement Fraud, Interactive Case Studies, Conducting Investigative Interviews and Admission Seeking Interviews. *Course Certified for Law Enforcement credit by the NM Department of Public Safety*
Location: Albuquerque, New Mexico

Date: May 2014
Group: New Mexico Gaming Control Board
Topic: Fraud Basics, Basic Financial Investigations with Case Studies, Using Tax Returns in Financial Investigations, Casino Compliance, the Bank Secrecy Act and Anti-Money Laundering. *Course Certified for Law Enforcement credit by the NM Department of Public Safety*
Location: Albuquerque, New Mexico

Date: May 2014
Group: Association of Certified Fraud Examiners – NM Chapter
Topic: ACFE Professional Standards – “Don’t Let Your Tongue Trip You Up”
Location: Albuquerque, New Mexico

Date: April 2014
Group: New Mexico Regulation – Securities Division
Topic: Interviewing and Interrogation
Location: Santa Fe, New Mexico



Date: March 2014
Group: The Conference That Counts!
Topic: Why Fraud Happens, Fraud Prevention and Interactive Fraud Case Studies
Location: Albany, New York

Date: December 2013
Group: New Mexico Government Finance Officers Association
Topic: Fraud Prevention through Process Improvement
Location: Albuquerque, New Mexico

Date: October 2013
Group: McHard Accounting Consulting and Don Rabon
Topic: Contemporary Interviewing Dynamics
Location: Albuquerque, New Mexico

Date: October 2013
Group: Institute of Internal Auditors – El Paso Chapter
Topic: Fraud Seminar: Case Studies
Location: El Paso, Texas

Date: July 2013
Group: DOE Contractors Internal Audit Directors
Topic: Fraud Prevention: Tone at the Top
Location: Albuquerque, New Mexico

Date: June 2013
Group: Association of Certified Fraud Examiners – New Mexico Taxation and Revenue Dept., Tax Fraud Investigations Division
Topic: Conducting Internal Investigations
Location: Albuquerque, New Mexico

Date: May 2013
Group: New Mexico Chapter International Association of Special Investigations Units
Topic: Forensic Accountants: An Aid to Claims Investigations
Location: Albuquerque, New Mexico

Date: January 2013
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course
Location: Las Vegas, Nevada

Date: November 2012
Group: Association of Certified Fraud Examiners – Sandia National Laboratory
Topic: Legal Elements of Fraud and Professional Interviewing Skills for Fraud Examiners
Location: Albuquerque, New Mexico



Date: October 2012
Group: Association of Certified Fraud Examiners – NM Chapter
Topic: Fraud Examination: Case Studies in Government
Location: Albuquerque, New Mexico

Date: October 2012
Group: Association of Certified Fraud Examiners
Topic: Using Data Analytics to Detect Fraud
Location: Los Angeles, California

Date: October 2012
Group: United Way of Central New Mexico – Center for Non-Profit Excellence
Topic: Red Flags of Fraud for Non-Profit Organizations
Location: Albuquerque, New Mexico

Date: September 2012
Group: New Mexico Criminal Defense Lawyers Association
Topic: White Collar Crime Symposium: Thoughtcrime: Defending on the Battlefield of Intent – Panel Member
Location: Albuquerque, New Mexico

Date: September 2012
Group: Association of Certified Fraud Examiners – Indiana Gaming Commission
Topic: Custom two-day course
Location: Indianapolis, Indiana

Date: August 2012
Group: Association of Certified Fraud Examiners – Oklahoma State Auditor Training
Topic: Investigating Conflicts of Interest
Location: Oklahoma City, Oklahoma

Date: August 2012
Group: Association of Certified Fraud Examiners – Jefferson County Public Schools
Topic: Conducting Internal Investigations
Location: Louisville, Kentucky

Date: July 2012
Group: Association of Certified Fraud Examiners
Topic: Conducting Internal Investigations
Location: Washington, District of Columbia



Date: June 2012
Group: Association of Certified Fraud Examiners Annual Conference
Topic: Fraud Analytics: Taking Data Analysis to the Next Level
Location: Orlando, Florida

Date: June 2012
Group: Association of Certified Fraud Examiners Annual Conference
Topic: Hanging Out Your Shingle Without Messing Up
Location: Orlando, Florida

Date: June 2012
Group: Association of Certified Fraud Examiners
Topic: Chapter Representatives Meeting - Facilitator
Location: Orlando, Florida

Date: June 2012
Group: Association of Certified Fraud Examiners – DCAA Custom Course
Topic: Using Data Analytics to Detect Fraud
Location: Denver, Colorado

Date: April 2012
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Ethics for Fraud Examiners: Professional Standards and Conflicts of Interest, Part II
Location: Albuquerque, New Mexico

Date: April 2012
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course
Location: Las Vegas, Nevada

Date: April 2012
Group: Association of Certified Fraud Examiners
Topic: Auditing for Internal Fraud – Custom Course
Location: Las Vegas, Nevada

Date: March 2012
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Ethics for Fraud Examiners: Professional Standards and Conflicts of Interest, Part I
Location: Albuquerque, New Mexico



Date: January 2012
Group: Association of Certified Fraud Examiners
Topic: Investigating Conflicts of Interest
Location: Los Angeles, California

Date: August 2011
Group: Association of Governmental Accountants – El Paso Chapter, Professional Development Conference
Topic: Hotlines for Heroes
Location: El Paso, Texas

Date: July 2011
Group: Association of Certified Fraud Examiners – Habif, Arogeti & Wynne, LLP
Topic: Specialized Knowledge
Location: Atlanta, Georgia

Date: June 2011
Group: Association of Certified Fraud Examiners, Annual Conference
Topic: Member - Audit Panel: Increasing Audit Effectiveness in Deterring and Detecting Fraud
Location: San Diego, California

Date: June 2011
Group: Association of Certified Fraud Examiners, Annual Conference
Topic: Member - Fraud Risk Assessment Panel: Actions Speak Louder Than Words
Location: San Diego, California

Date: May 2011
Group: United Way of Central New Mexico – Center for Non-Profit Excellence
Topic: Red Flags of Fraud for Non-Profit Organizations
Location: Albuquerque, New Mexico

Date: May 2011
Group: Association of Certified Fraud Examiners
Topic: Conducting Internal Investigations
Location: San Antonio, Texas

Date: April 2011
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Financial Statement Fraud
Location: Albuquerque, New Mexico



Date: April 2011
Group: Association of Governmental Accountants
Topic: Government Fraud Case Studies – NM PDC
Location: Albuquerque, New Mexico

Date: March 2011
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course
Location: Providence, Rhode Island

Date: January 2011
Group: New Mexico Criminal Defense Lawyers Association
Topic: Ring Out the Old, Ring in the New: Law Practice Management 2011 – Fraud Basics
Location: Albuquerque, New Mexico

Date: December 2010
Group: Association of Certified Fraud Examiners
Topic: Auditing for Internal Fraud and Investigating Conflicts of Interest
Location: Plano, Texas

Date: November 2010
Group: University of New Mexico School of Law
Topic: Use of Experts in Litigated Matters
Location: Albuquerque, New Mexico

Date: November 2010
Group: Association of Certified Fraud Examiners
Topic: Investigating Conflicts of Interest
Location: Orlando, Florida

Date: November 2010
Group: Association of Certified Fraud Examiners – KMJ
 Corbin and Company, LLP
Topic: Auditing for Internal Fraud
Location: Costa Mesa, California

Date: September 2010
Group: Association of Certified Fraud Examiners
Topic: Auditing for Internal Fraud
Location: Salt Lake City, Utah

Date: August 2010
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course
Location: Chicago, Illinois



Date: August 2010
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Prevention of Management and Occupation Fraud - Hotlines
Location: Albuquerque, New Mexico

Date: July 2010
Group: Institute of Internal Auditors – Albuquerque Chapter
Topic: When Your Audit Takes a Left Turn into Investigation
Location: Albuquerque, New Mexico

Date: July 2010
Group: Association of Government Accountants – Albuquerque and New Mexico Chapters
Topic: Red Flags of Fraud
Location: Santa Fe, New Mexico

Date: June 2010
Group: Association of Certified Fraud Examiners
Topic: CFE Exam Prep Course
Location: McLean, Virginia

Date: May 2010
Group: Albuquerque Chapter of CPAs
Topic: Forensic Accounting: Basics to Case Studies
Location: Albuquerque, New Mexico

Date: March 2010
Group: Association of Certified Fraud Examiners – NM Chapter
Topic: Procurement Fraud
Location: Albuquerque, New Mexico

Date: March 2010
Group: Association of Certified Fraud Examiners – IIA LA Chapter
Topic: Auditing for Internal Fraud
Location: Los Angeles, California

Date: March 2010
Group: Association of Certified Fraud Examiners
Topic: Auditing for Internal Fraud
Location: New York City, New York

Date: January 2010
Group: New Mexico Criminal Defense Lawyers Association
Topic: Financial Resolve: Saving Your Assets and Stay Organized: Dealing with Your Trust Account
Location: Albuquerque, New Mexico



ACTIVITIES:

Commissioner, Vice-Chairperson, Past Chairperson
Board of Commissioners
Albuquerque Housing Authority
Albuquerque, New Mexico

Commissioner, Vice-Chairperson, Past Chairperson
Board of Commissioners
Albuquerque Housing Authority Housing Development Corporation
Albuquerque, New Mexico

Member, National Board of Advisors
Past Member, Past President, Board of Directors
Past Member, Finance Committee
Keshet Dance Company
Albuquerque, New Mexico

Alexis de Tocqueville Society, Member
Women in Philanthropy, Past Volunteer and Mentor
United Way of Central New Mexico
Albuquerque, New Mexico

Past Treasurer, Past President
New Mexico Chapter
Association of Certified Fraud Examiners
Albuquerque, New Mexico

Past Member
Board of Directors
WildEarth Guardians
Santa Fe, New Mexico

Past Treasurer
Committee to Keep Judge Gerard Lavelle
Albuquerque, New Mexico

Past Volunteer Mediator
Settlement Week
Court Alternatives
Second Judicial District Court
Albuquerque, New Mexico

Past Member, Board of Directors
Albuquerque Softball/Baseball Hall of Fame
Albuquerque, New Mexico





The McHard Firm

933 San Mateo Blvd NE, Suite 500-151, Albuquerque, NM 87108
1220 Rosecrans St, Suite 102, San Diego, CA 92106
505/554-2968 NM 619/764-6144 CA 877/279-2942 Fax

BETH A. MOHR, CFE, CAMS, CCCI, MPA, PI

EDUCATION:

Master of Public Administration – December 2007
School of Public Administration
University of New Mexico

Bachelor of Science – February 1995
Administration of Justice
Pacific Western University

PROFESSIONAL DESIGNATIONS:

Certified Cyber Crimes Investigator (CCCI) – September 2015
International Association of Financial Crimes Investigators (IAFCI)

Certified Anti-Money Laundering Specialist (CAMS) – June 2013
Association of Certified Anti-Money Laundering Specialists (ACAMS)

Certified Fraud Examiner (CFE) – April 2011
Association of Certified Fraud Examiners

Licensed Private Investigator
State of New Mexico, License #2503
Expires 12/31/2021

Licensed Private Investigator
State of Arizona, License #1639941
Expires 6/20/2021

Licensed Private Investigator
State of California, License #28441
Expires 9/30/2021

New Mexico Department of Public Safety
Certified Law Enforcement Instructor #NM14-63M

Certified Police Officer - December 1990
Intermediate P.O.S.T. Certification
Police Officer Standards & Training
State of California

ATTACHMENT B

Certified Police Officer - February 1985
Basic P.O.S.T. Certification
Police Officer Standards & Training
State of California

PROFESSIONAL EMPLOYMENT:

McHard Accounting Consulting, LLC – July 2010 to present
Managing Partner as of January 2011
Albuquerque, New Mexico

Mohr Investigations LLC – December 2010 to December 2014
NM Firm PI License #2505
Albuquerque, New Mexico

City of Albuquerque – July 2006 to December 2011
Performance Improvement Manager
Albuquerque, New Mexico

City of Albuquerque – September 2001 to July 2006
Independent Review Investigator
Independent Review Office of the Police Oversight Commission
Albuquerque, New Mexico

Protection & Advocacy Systems – February 1997 to July 2002
Fair Housing & Investigative Trainer
Albuquerque, New Mexico

ArcA Inc. - March 1997 to September 2001
Housing & Transportation Manager
Albuquerque, New Mexico

Legal Aid Society of Albuquerque – March 1997 to March 1998
Investigator & Testing Coordinator – Fair Housing Project
Albuquerque, New Mexico

Whatcom County Public Defender - January 1993 to February 1997
Criminal Investigator
Bellingham, Washington

San Diego Police Department – October 1984 to February 1992
Senior Police Officer & Investigator
San Diego, California

PROFESSIONAL ASSOCIATIONS:

Association of Certified Fraud Examiners (ACFE)

Association of Certified Anti-Money Laundering Specialists (ACAMS)



San Diego & Baja California ACAMS Chapter
International Association of Financial Crimes Investigators (IAFCI)
Association of Certified Financial Crimes Specialists (ACFCS)
California Association of Licensed Investigators (CALI)
Association of Former Intelligence Officers (AFIO)
New Mexico Chapter, Association of Certified Fraud Examiners
Arizona/New Mexico Chapter, International Association of Financial
Crimes Investigators (IAFCI)
National Association for Civilian Oversight of Law Enforcement
(NACOLE)
International City/County Management Association, Past Member
American Society of Public Administration, Past Member
St. Joseph's Hospital/Ardent Central Institutional Review Board
Past Member, IRB/Ethics Board

PROFESSIONAL COMMITTEES:

Diverse Leaders 2017 Selection Committee
Albuquerque Business First, Business Journal

Police Oversight Board, Past Chair
City of Albuquerque, New Mexico
Appointed February 2015
Chair February 2016-January 2017

Association of Certified Fraud Examiners, New Mexico Chapter
Past President
Past Director of Education

Association of Certified Fraud Examiners
ACFE Advisory Council, Member

California Bureau of Security and Investigative Services (BSIS)
Designated Subject Matter Expert, Investigations

National Association for Schools of Public Affairs & Administration
Commission on Peer Review and Accreditation (NASPAA-COPRA)
Site visit team – 2015: John Jay College of Criminal Justice, CUNY



Advisory Board on Graduate Education
International City/County Management Association
Past Board Member

University-Profession Connections Committee
International City/County Management Association
Past Committee Member

PUBLICATIONS:

Mohr, Beth Anne, & McHard, Janet M. *Jan/Feb 2020*. A Primer on Financial Records in Economic Crime Cases. *The Champion*. NACDL.

Mohr, Beth Anne. *January 2018*. Retaining the expert witness: Begin with the end in mind. *Defense News: The Legal News Journal for New Mexico Civil Defense Lawyers*.

Mohr, Beth Anne. *June 2017*. Expert Briefing: Bitcoin Basics. *Financier Worldwide Magazine*

Mohr, Beth Anne. *Summer 2015*. What Defense Attorneys need to know about Bitcoin, *For the Defense*, publication of the New Mexico Criminal Defense Lawyers Association Vol XIX, Issue 2

Mohr, Beth Anne. *July 2015*. What Private Investigators need to know about Bitcoin- Part 2, *The California Investigator Magazine*

Mohr, Beth Anne. *April 2015*. What Private Investigators need to know about Bitcoin- Part 1, *The California Investigator Magazine*

Mohr, Beth Anne. *March/April 2014*. Don't let your tongue trip you up: As an expert witness, avoid implicating in hypothetical situations, *Fraud Magazine*

Mohr, Beth Anne. *July/August 2013*. CFEs Investigate This: Are you required to be licensed as a Private Investigator? *Fraud Magazine*

McHard, Janet M. & Mohr, Beth Anne. *September/October 2012*. Career Connection: Hanging out your Shingle, Part 2. *Fraud Magazine*

McHard, Janet M. & Mohr, Beth Anne. *July/August 2012*. Career Connection: Hanging out your Shingle, Part 1. *Fraud Magazine*

Mohr, Beth. *Winter 2011*. Leveraging the Expert: How Soon is too Soon? *For the Defense*, publication of the New Mexico Criminal Defense Lawyers Association. Vol XV, Issue 4.

McHard, Janet M. & Mohr, Beth Anne. *July/August 2011*. Hotlines for Heroes: Making a Fraud Hotline Accessible and Successful. *Fraud Magazine*



Mohr, Beth Anne. 2009. Feeling Blue in the South Valley: A case study of nitrate contamination in Albuquerque's South Valley. *Bulletin of Science, Technology & Society* 29 (5): 408-420. (Peer Reviewed Journal)

Mohr, Beth Anne. 2007. The Use of Performance Measurement in Civilian Oversight of Law Enforcement, School of Public Administration, University of New Mexico, Albuquerque.

PROFESSIONAL SPEAKING:

Date: January 2020
Group: New Mexico Tribal Gaming Symposium
Topic: Money Laundering in Casinos
Location: Santa Ana, New Mexico

Date: January 2020
Group: New Mexico Tribal Gaming Symposium
Topic: Anatomy of Fraud: Insight from Real Cases
Location: Santa Ana, New Mexico

Date: October 2019
Group: Association of Certified Fraud Examiners – San Diego Chapter
Topic: Fraud in Governmental Entities and ACFE Ethics
Location: San Diego, California

Date: September 2019
Group: Escrow Institute of California
Topic: Red Flags of Fraud and Psychology of Fraud
Location: Irvine, California

Date: September 2019
Group: Association of Certified Fraud Examiners – Greater Toronto Area Chapter
Topic: Understanding and Investigating Management Fraud
Location: Toronto, Ontario, Canada

Date: August 2019
Group: Office of the State Auditor and Inspector
Topic: Stupid Fraud: Too Dumb to Get Caught & Professional Ethics
Location: Oklahoma City, Oklahoma

Date: June 2019
Group: 30th Annual Global Association of Certified Fraud Examiners Conference
Topic: Evidence Collection for CFEs and Auditors
Location: Austin, TX
Date: April 2019



Group: Association of Certified Fraud Examiners – Las Vegas Chapter
Topic: Anatomy of Fraud
Location: Las Vegas, Nevada

Date: April 2019
Group: New Mexico State Bar Foundation
Topic: Surviving White Collar Cases – Just the Facts Ma'am: The Challenge of Proving Intent – Dumb or Diabolical Accounting?
Location: Albuquerque, New Mexico

Date: April 2019
Group: National Association of Criminal Defense Lawyers
Topic: Forensic Accounting 101
Location: Las Vegas, Nevada

Date: March 2019
Group: TCTC – New York State Auditors
Topic: Psychology of Fraud & Case Studies, Bitcoin Basics, Hotlines for Heroes
Location: Albany, NY

Date: October 2018
Group: ACFE –San Diego Chapter & IIA San Diego Chapter
Topic: Fraud & Ethics – Half-day Seminar
Location: San Diego, CA

Date: August 2018
Group: Office of the State Auditor & Inspector
Topic: Fraudsters & Fraud Victims: Case Studies into the Psychology of Both
Location: Oklahoma City, OK

Date: October 2017
Group: Association of Certified Fraud Examiners – Hawaii Chapter
Topic: Ethical Considerations for Fraud Investigations, Fraud Case Studies
Location: Honolulu, Hawaii

Date: September 2017
Group: Association of Certified Fraud Examiners – Greater Kansas City Chapter
Topic: Ethical Considerations, Case Studies and Expert Witness Seminar
Location: Kansas City, Kansas



Date: September 2017
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Interviewing for the facts: Getting from “Yes” to “No” to Resolution and Beyond
Location: Albuquerque, New Mexico

Date: August 2017
Group: Oklahoma State Auditors
Topic: Anatomy of Fraud: Insights from Real Cases
Location: Oklahoma City, Oklahoma

Date: July 2017
Group: Century Bank Business Connector Group
Topic: Red Flags of Fraud & Employee Investigations
Location: Albuquerque, New Mexico

Date: March 2017
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Ethics – The Game Show
Location: Albuquerque, New Mexico

Date: February 2017
Group: Virginia Banker Association
Topic: The Personality of the Fraudster
Location: Charlottesville, VA

Date: January 2017
Group: Institute of Managerial Accountants
Topic: Bitcoin Basics: What you need to know
Location: Albuquerque, New Mexico

Date: October 2016
Group: Embry-Riddle Aeronautical University
Topic: Fraud Examinations: Methodology, Interviews & Case Studies
Location: Prescott, Arizona

Date: August 2016
Group: Financial Investigations
Topic: Bitcoin Basics: What investigators need to know
Course Certified for Law Enforcement credit by the NM Department of Public Safety
Location: Albuquerque, New Mexico

Date: May 2016
Group: Nusenda Credit Union
Topic: Bitcoin Basics: What CFEs need to know
Location: Albuquerque, New Mexico



Date: May 2016
Group: ACFE-El Paso (Texas) Chapter
Topic: Fraud in Governmental Entities: Case Studies and Other Fun Stories, Bitcoin Basics
Location: El Paso, Texas

Date: February 2016
Group: ACFE-New Mexico Chapter
Topic: Bitcoin Basics: What CFEs need to know
Location: Albuquerque, New Mexico

Date: August 2015
Group: New Mexico State Bar, 2015 Tax Seminar CLE
Topic: Money Laundering
Location: Albuquerque, New Mexico

Date: July 2015
Group: AGA Albuquerque Chapter
Topic: Interviewing Techniques
Location: Albuquerque, New Mexico

Date: February 2015
Group: Wells Fargo Specialty Markets Group
Topic: Anatomy of Theft & Personality of a Thief
Location: Albuquerque, New Mexico

Date: January 2015
Group: New Mexico Criminal Defense Lawyers Association
Topic: Practice Management
Location: Albuquerque, New Mexico

Date: October 2014
Group: San Juan Basin Chapter, New Mexico Society of Certified Public Accountants
Topic: Red Flags of Fraud
Location: Farmington, New Mexico

Date: August 2014
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Ethics: New ACFE Professional Guidance – “The Ethics Game Show”
Location: Albuquerque, New Mexico



Date: June 2014
Group: New Mexico Gaming Control Board
Topic: Understanding Financial Statements and Financial Statement Fraud, Interactive Case Studies, Conducting Investigative Interviews and Admission Seeking Interviews. *Course Certified for Law Enforcement credit by the NM Department of Public Safety*
Location : Albuquerque, New Mexico

Date: May 2014
Group: New Mexico Gaming Control Board
Topic: Fraud Basics, Basic Financial Investigations with Case Studies, Using Tax Returns in Financial Investigations, Casino Compliance, the Bank Secrecy Act and Anti-Money Laundering. *Course Certified for Law Enforcement credit by the NM Department of Public Safety*
Location : Albuquerque, New Mexico

Date: May 2014
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: ACFE Professional Standards – “Don’t Let Your Tongue Trip You Up”
Location : Albuquerque, New Mexico

Date: April 2014
Group: Virginia Bankers Association
Topic: Interviewing & Interrogation Basics
Location : Charlottesville, Virginia

Date: April 2014
Group: New Mexico Regulation – Securities Division
Topic: Interviewing & Interrogation
Location: Santa Fe, New Mexico

Date: December 2013
Group: New Mexico Government Finance Officers Association
Topic: Fraud Prevention through Process Improvement
Location: Albuquerque, New Mexico

Date: October 2013
Group: McHard Accounting Consulting & Don Rabon
Topic: Contemporary Interviewing Dynamics
Location: Albuquerque, New Mexico



Date: September 2013
Group: Institute of Internal Auditors – El Paso Chapter
Topic: Fraud Seminar: Case Studies
Location: Albuquerque, New Mexico

Date: September 2013
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: NM Private Investigations License – Who needs one?
Location: Albuquerque, New Mexico

Date: May 2013
Group: International Association of Special Investigation Units
Topic: Forensic Accounting: An Aid to Claims Investigations
Location: Albuquerque, New Mexico

Date: April 2013
Group: Admiral Beverage Corporation
Topic: Red Flags of Fraud
Location: Albuquerque, New Mexico

Date: October 2012
Group: Institute of Internal Auditors – El Paso Chapter
Topic: Interview Techniques for the Auditor
Location: El Paso, Texas

Date: July 2012
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Essential Interview Secrets for the CFE
Location: Albuquerque, New Mexico

Date: May 2012
Group: City of Albuquerque, Family & Community Services
Topic: 2012 Management Retreat: Leveraging FCS Services
Location: Albuquerque, New Mexico

Date: February 2011
Group: Association of Certified Fraud Examiners
Topic: Hotlines for Heroes: Creating an Approachable Fraud Reporting Hotline
Location: Webinar; Albuquerque, New Mexico

AWARDS:

Albuquerque Business First Diverse Business Leader 2016
 Albuquerque Business First, Business Journal



Phi Kappa Phi, December 2007
National Graduate Honor Society of Public Administration

Pi Alpha Alpha, May 2007
National Honor Society for Public Administration

Commanding Officer's Citation, July 1990
San Diego Police Department
Development of training program for SDPD

Commanding Officer's Citation, April 1987
San Diego Police Department
Investigation/arrests of serial burglary ring

Commanding Officer's Citation, June 1986
San Diego Police Department
Investigation/arrests of white-collar crime syndicate

ACTIVITIES:

ACLU of New Mexico
Board of Directors, Member
ACLU-NM Foundation, Treasurer

Alexis de Tocqueville Society, Member
United Way of Central New Mexico
Albuquerque, New Mexico

Operation from the Heart
Volunteer Agent
Albuquerque, New Mexico





The McHard Firm

933 San Mateo Blvd NE, Suite 500-151, Albuquerque, NM 87108
505/554-2968 Phone 877/279-2942 Fax

ANNE M. LAYNE, CPA/CFF, CFE, CAMS, MBA

EDUCATION:

Associates of Science - May 2004
Embry Riddle Aeronautical University

Bachelor of Science - September 2007
University of Phoenix

Master of Business Administration - December 2009
W.P. Carey School of Business
Arizona State University

Master of Criminal Justice - December 2014
New Mexico State University

PROFESSIONAL DESIGNATIONS:

Certified Public Accountant – October 2009
State of New Mexico

Certified Fraud Examiner – November 2010
Association of Certified Fraud Examiners

Certified in Financial Forensics – January 2015
American Institute of Certified Public Accountants

Certified Anti-Money Laundering Specialist – March 2016
Association of Certified Anti-Money Laundering Specialists

PROFESSIONAL EMPLOYMENT:

The McHard Firm – February 2017 to Present
Partner
Albuquerque, New Mexico

The McHard Firm – August 2015 to February 2017
Senior Manager
Albuquerque, New Mexico

REDW LLC – April 2013 to August 2015
Audit and Consulting Manager
Albuquerque, New Mexico

State of New Mexico – September 2011 to March 2013
Regulation and Licensing Department – Securities Division
Forensic Analyst
Santa Fe, New Mexico

REDW LLC - January 2010 to September 2011
Audit and Consulting Senior Accountant
Albuquerque, New Mexico

LarsonAllen - September 2007 to July 2009
Staff Associate
Phoenix, Arizona

Sandia Resort and Casino- January 2005 to August 2007
General Ledger Accountant
Albuquerque, New Mexico

Sandia Resort and Casino - January 2004 to January 2005
Accounting Clerk
Albuquerque, New Mexico

PROFESSIONAL ASSOCIATIONS:

American Institute of Certified Public Accountants

New Mexico Society of Certified Public Accountants

Association of Certified Fraud Examiners
Past Director of Education, NM Chapter Assoc. of Certified Fraud
Examiners
Past Treasurer, NM Chapter Assoc. of Certified Fraud Examiners

Association of Certified Anti-Money Laundering Specialists

HONORS:

2014 New Mexico Society of Certified Public Accountants Leadership
Academy

2016 New Mexico Society of Certified Public Accountants Women to
Watch, Emerging Leader Award

2017 Albuquerque Business First 40 Under Forty honoree

2017 American Institute of Certified Public Accountants Leadership
Academy



PUBLICATIONS:

Layne, Anne M. *May 2017*. Preventing expense reimbursement fraud: building a solid foundation, *Financier Worldwide*

Layne, Anne M. *February 2017*. Stealing the corporate ladder: Preventing, detecting and investigation occupational fraud at all levels, *Financier Worldwide* Special Report: Corporate Fraud & Corruption

PROFESSIONAL SPEAKING:

Date: January 2020
Group: New Mexico Tribal Gaming Symposium
Topic: Money Laundering in Casinos
Location: Santa Ana, New Mexico

Date: December 2019
Group: Wiss & Company LLP
Topic: Real-world Fraud Found in Government and Not-For-Profits
Location: Livingston, New Jersey

Date: December 2019
Group: Washington Society of Certified Public Accountants
Topic: Internal Control and COSO Essentials for Financial Managers, Accountants and Auditors
Location: Bellevue, Washington

Date: December 2019
Group: Washington Society of Certified Public Accountants
Topic: Forensic Accounting Investigative Practices
Location: Bellevue, Washington

Date: November 2019
Group: Prager Metis
Topic: Annual Update for Accountants and Auditors
Location: Atlantic City, New Jersey

Date: November 2019
Group: Prager Metis
Topic: Audit Staff Essentials – New Staff: Practical Application
Location: Atlantic City, New Jersey



Date: October 2019
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Ethics
Location: Albuquerque, New Mexico

Date: October 2019
Group: Association of Government Accountants Albuquerque Chapter
Topic: Ethics: The Game Show
Location: Albuquerque, New Mexico

Date: August 2019
Group: New Mexico Society of Certified Public Accountants
Topic: Women’s Leadership Summit
Location: Albuquerque, New Mexico

Date: August 2019
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Is it Fraud? Demonstrating Intent in White Collar Cases
Location: Albuquerque, New Mexico

Date: July 2019
Group: Wyoming Society of Certified Public Accountants
Topic: Fraud Update: Detecting and Preventing the Top Ten Fraud Schemes
Location: Casper, Wyoming

Date: July 2019
Group: Wyoming Society of Certified Public Accountants
Topic: Preventing, Detecting and Investigating Identity Theft
Location: Casper, Wyoming

Date: June 2019
Group: New Mexico Department of Workforce Solutions
Topic: Wage Investigations: Looking Beyond Payroll
Location: Albuquerque, New Mexico

Date: May 2019
Group: New Mexico Society of Certified Public Accountants and New Mexico Office of the State Auditor
Topic: Preventing and Detecting Fraud in Government Agencies
Location: Albuquerque, New Mexico



Date: May 2019
Group: ePay Resources and Federal Bureau of Investigation
Topic: Emerging Trends in Electronic Payments Fraud
Location: Albuquerque New Mexico

Date: May 2019
Group: Association of Certified Fraud Examiners – Central Mississippi Chapter
Topic: Ethics and Financial Analysis in Criminal Investigations – Full Day Seminar
Location: Jackson, Mississippi

Date: April 2019
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Ethics: It's all Fun and Games until you Plead the 5th
Location: Albuquerque, New Mexico

Date: April 2019
Group: New Mexico State Bar Foundation Center for Legal Education
Topic: Surviving White Collar Cases – Prosecution and Defense Perspectives
Location: Albuquerque, New Mexico

Date: January 2019
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Is it Fraud? An Interactive Analysis of Fact Patterns
Location: Albuquerque, New Mexico

Date: November 2018
Group: New Mexico Office of the Attorney General
Topic: Lessons Learned Working Defense Cases
Location: Albuquerque, New Mexico

Date: November 2018
Group: New Mexico Office of the Attorney General
Topic: Accounting 101 – The Game Show
Location: Albuquerque, New Mexico

Date: September 2018
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Use of Audit Reports in Fraud Investigations
Location: Albuquerque, New Mexico



Date: June 2018
Group: New Mexico Society of Certified Public Accountants
Topic: The Most Common Financial Statement and Asset Fraud Schemes: How to Detect and Prevent Them
Location: Albuquerque, New Mexico

Date: June 2018
Group: New Mexico Society of Certified Public Accountants
Topic: Fraud and Cash Receipts: Common Frauds and Internal Controls
Location: Albuquerque, New Mexico

Date: April 2018
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Advanced Financial Investigations
Location: Las Cruces, New Mexico

Date: March 2018
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Advanced Financial Investigations
Location: Santa Fe, New Mexico

Date: March 2018
Group: National Reservation Economic Summit
Topic: The Business Owner or Tribe's Role in Managing Fraud Risk
Location: Las Vegas, Nevada

Date: March 2018
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Advanced Financial Investigations
Location: Albuquerque, New Mexico

Date: January 2018
Group: New Mexico Office of the Attorney General
Topic: Use of Forensic Accountants in Criminal Investigations
Location: Albuquerque, New Mexico

Date: October 2017
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Ethics in Your Office Space
Location: Albuquerque, New Mexico



Date: October 2017
Group: Young Professionals of Albuquerque
Topic: Top 10 Tips for Financial Safety
Location: Albuquerque, New Mexico

Date: March 2017
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Ethics: The Game Show
Location: Albuquerque, New Mexico

Date: March 2017
Group: The Conference That Counts!
Topic: Financial Investigations: Tips and Tricks; Ethical Dilemmas & Protecting Government and Business from Investment Fraud
Location: Albany, New York

Date: October 2016
Group: Investor Protection Trust and Investor Protection Institute
 Elder Investment Fraud and Financial Exploitation (EIFFE) Prevention Program Summit
Topic: EIFFE Prevention Program for Financial Professionals
Location: Santa Fe, New Mexico

Date: August 2016
Group: Association of Certified Fraud Examiners – New Mexico Chapter and New Mexico Office of the Attorney General
Topic: Financial Investigations
Location: Albuquerque, New Mexico

Date: June 2016
Group: Association of Certified Fraud Examiners
 27th Annual Global Fraud Conference
Topic: Securities Fraud: An Overview and Case Studies
Location: Las Vegas, Nevada

Date: April 2016
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Ethical Decision Making
Location: Albuquerque, New Mexico

Date: March 2015
Group: Association of Governmental Accountants – Albuquerque Chapter
Topic: Accountant’s Role in White Collar Criminal Investigations
Location: Albuquerque, New Mexico



Date: March 2015
Group: National Indian Gaming Association
Topic: Occupational Fraud
Location: San Diego, California

Date: November 2014
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Social Engineering
Location: Albuquerque, New Mexico

Date: November 2014
Group: REDW – Tribal Finance and Leadership Conference
Topic: Occupational Fraud
Location: Phoenix, Arizona

Date: April 2014
Group: Beta Alpha Psi – University of New Mexico Chapter
Topic: Securities Fraud in New Mexico
Location: Albuquerque, New Mexico

Date: November 2013
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Auditing and Fraud: Myths and Misconceptions
Location: Albuquerque, New Mexico

Date: October 2013
Group: National Indian Gaming Association
Topic: Interviewing and Investigations
Location: Albuquerque, New Mexico

Date: September 2013
Group: Intel Corporation – Finance Division
Topic: Bribery and Corruption
Location: Chandler, Arizona

Date: July 2013
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Securities Fraud in New Mexico
Location: Albuquerque, New Mexico

Date: May 2013
Group: Association of Certified Fraud Examiners – New Mexico Chapter
Topic: Internal Audit
Location: Albuquerque, New Mexico



Date: April 2013
Group: Association of Governmental Accountants –
Albuquerque Chapter
Topic: Internal Audit
Location: Albuquerque, New Mexico

ACTIVITIES:

Board of Directors, Past Director of Education, Past Treasurer
New Mexico Chapter
Association of Certified Fraud Examiners
Albuquerque, New Mexico

Board of Directors, President
Children's Grief Center
Albuquerque, New Mexico

Board of Directors
Girl Scouts of New Mexico Trails
Albuquerque, New Mexico



Nonprofit Corporation

ARTICLES OF INCORPORATION

The undersigned, acting as incorporator to form a corporation under the New Mexico Nonprofit Corporation Act, adopts the following Articles of Incorporation:

ARTICLE ONE: The name of the Corporation is: **Friends of Visit Las Cruces, Inc.**

ARTICLE TWO: The period of duration is perpetual.

ARTICLE THREE: The purpose for which the corporation is organized is to aid, benefit and help the City of Las Cruces Convention and Visitor's Bureau promote the civic interests of the City of Las Cruces, including promoting tourism and economic development in the community generally. The corporation is organized exclusively for charitable purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, to aid, benefit and help the Convention and Visitor's Bureau, or other governmental, quasi-governmental, or not-for-profit entities to promote cultural and civic events to encourage tourists to come to the City of Las Cruces and surrounding communities. This aid may be through acceptance of gifts, sponsorships, donations of time, money, and/or materials, and assisting in developing, managing, and promoting events to encourage tourism and economic development.

Upon dissolution of the corporation, assets in the United States shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the U.S. Internal Revenue Code, or corresponding section(s) of any future federal tax code, or shall be distributed to the Federal Government, or to a state or local government, for a public purpose. Assets not in the United States shall be disposed of in accordance with the applicable law of the jurisdiction(s) involved.

ARTICLE FOUR: The New Mexico street address of the corporation's initial registered office is: 1001 E. Lohman Avenue, Las Cruces, New Mexico 88001

The name of the initial registered agent at the address of the initial registered office is: Karen E. Wootton

ARTICLE FIVE: The names and addresses of the initial board of directors are:

NAME	ADDRESS
Frank Leto	1320 Avenida de Mesilla, Las Cruces, NM 88005
Delia Alvarez	825 Stone Canyon, Las Cruces, NM 88011
Louis F. Sisbarro	425 W. Boutz Rd., Las Cruces, NM 88005
Barbara Hubbard	5810 Tres Sendes, Las Cruces 88005

ARTICLE SIX: The name and address of each incorporator is:

NAME	ADDRESS
Karen E. Wootton	1001 E. Lohman Avenue, Las Cruces, NM 88001

Dated: 11-6-15

Karen E. Wootton

Signature of Incorporator(s)
(each person named in Article Six must sign)

**STATEMENT OF ACCEPTANCE OF APPOINTMENT
BY DESIGNATED INITIAL REGISTERED AGENT**

I, Karen E. Wootton, hereby acknowledge that the undersigned individual or corporation accepts the appointment as Initial Registered Agent of Friends of Visit Las Cruces, Inc., the corporation which is named in the annexed Articles of Incorporation.



Karen E. Wootton



City of Las Cruces[®]

PEOPLE HELPING PEOPLE

INTER-DEPARTMENTAL MEMORANDUM

TO: Robert Garza, City Manager P.E.

FROM: Phil San Filippo, Visit Las Cruces Executive Director *PSF*

DATE: March 3, 2016 **FILE NO.** FY16-051

SUBJECT: Agreement between City of Las Cruces and Friends of Visit Las Cruces

Attached is a copy of an agreement between the newly formed Friends of Visit Las Cruces and the City of Las Cruces. Also attached are copies of the associated New Mexico Statute, and the organization's certificate of incorporation. The group was formed on November 9, 2015 and over the past few months they have undergone the process of establishing articles of incorporation, by-laws and a conflict of interest policy. They also have a pending application with the IRS for 501- (c) (3) status.

The purpose of the group is to support the Convention and Visitors Bureau in its efforts to attract more tourism into the area and to serve as an impetus for economic growth. The organization is currently working to ensure the sustainability of the Country Music Festival by soliciting corporate and individual sponsorships.

The document has been signed by the organization's president, Ms. Belia Alvarez. To ensure consistency, the agreement has been modeled after the Friends of Thomas Branigan Library. If you have any questions, please feel free to contact me at extension 2166.

cc: Daniel Avila, Assistant City Manager, Chief Operating Officer *D*
David Dollahon, Assistant City Manager/CAO (Interim Community & Cultural Services Director) *DD*
Rusty Babington, City Attorney *B*

EXHIBIT 2

**AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND THE FRIENDS
OF VISIT LAS CRUCES, INC.**

The City of Las Cruces ("City"), a New Mexico municipal corporation, on behalf of the Las Cruces Convention and Visitors Bureau ("CVB") and the Friends of Visit Las Cruces, Inc. ("Friends"), a New Mexico non-profit corporation, enter into this Agreement on this ____ day of _____, 2016 as follows:

BACKGROUND

1. The City operates the CVB which provides a wide array of services for visitors coming to Las Cruces.
2. The Friends was incorporated as a New Mexico non-profit corporation in 2015 for the purpose of supporting tourism and economic development by assisting and supporting official events of the CVB such as the Las Cruces Country Music Festival. It also has a pending application for federal tax exemption as an Internal Revenue Code Section 501(c)(3) organization.
3. The New Mexico legislature first enacted NMSA 1978, Section 6-5A-1 in 1992 and amended the statute in 2011. The statutory intent was to provide assurance to the public that, when federal tax exempt organizations such as the Friends raise money or acquire property for a particular governmental agency such as the CVB, such money and property shall benefit the governmental agency. A copy of the state statute is attached as Exhibit "A". To ensure compliance, the statute requires that the governmental agency and the organization enter into a written agreement that minimally includes the specific requirements itemized in Section 6-5A-1(B)(1) through (8). Unless such an agreement complies with the state statute, the governmental agency is prohibited from accepting property or funds from the organization.
4. City departments and divisions of City departments that receive such funds and property from supporting organizations have been directed to formalize agreements that comply

with the state statute. This Agreement in the opinion of City staff satisfies the statutory requirements, and entitles the City to accept property or funds from the Friends for the benefit of the CVB.

5. The incorporation papers for the Friends on file with the New Mexico Office of the Secretary of State indicate that the Friends' principal place of business is 211 North Water Street which is the primary office location for the CVB. The Friends do not physically occupy space at that location and, therefore, a separate lease of space within a City facility is not required. However, should the Friends desire to have space reserved for its exclusive use at that location or within another City facility, a separate lease of space within a City facility would be required.

CONDITIONS

1. Term and Renewal: The Agreement will continue in full force and effect for five (5) years from the date of execution, or until terminated by either party with or without cause on thirty (30) days written notice to the other party. This Agreement may be renewed in writing on the same or substantially the same conditions before the expiration of the current term.

2. Non-Profit and Tax Exempt Status: The Friends shall remain both a New Mexico non-profit corporation in good standing with the New Mexico Office of the Secretary of State and an Internal Revenue Code Section 501(c)(3) federal tax exempt organization during the term of this Agreement. Proof of such status shall be provided to the City upon request.

3. Section 6-5A-1(B)(1) Compliance: The Friends' Certificate of Incorporation, a copy of which is attached as Exhibit "B", provides that its purpose shall focus public attention on the CVB and tourism development, encourage support of CVB events, and support and cooperate with the CVB in developing tourism-related services and programs.

4. Section 6-5A-1(B)(2) Compliance: The Friends operate separately and autonomously from the CVB; however, the parties share relevant information on a regular basis.

5. Section 6-5A-1(B)(3): The Friends complement and support CVB functions by developing and implementing fundraising and sponsorship programs thereby enabling the CVB to provide and grow events and to acquire assets that the City would not otherwise be able to do for the benefit of the CVB. Net income derived from fundraising activities pay for such items as talent, lighting, sound and other equipment to support the Las Cruces Country Music Festival and other official CVB events. The Friends shall consult with the CVB Executive Director to identify CVB needs at least annually. The Friends shall annually donate to the CVB not less than 90% of the net funds raised or property acquired by it during the calendar year. Acquired property shall be valued by the Friends based on its acquisition cost or fair market value.

6. Section 6-5A-1(B)(4) Compliance:

A. If the Friends' gross annual income exceeds \$250,000.00, it must have a financial accounting system considered adequate under customarily and currently accepted accounting standards, and its financial affairs shall be audited annually in accordance with generally accepted auditing standards by an independent professional auditor who is required to furnish to the City copies of the annual audit which, exclusive of any lists of donors or donations, shall be a public record. The Friends' auditor shall make associated working papers available to the City for review upon written request for a period of three years after the audit report date as required by state law.

B. If the Friends' gross annual income is \$250,000 or less, it must file an annual statement with the City in the form of a balance sheet showing its assets, including capital cash reserves, liabilities, income classified by general source, and its expenditures classified by object.

7. Section 6-5A-1(B)(5) Compliance: Any funds or property transferred to the City by the Friends on behalf of the CVB shall be subject to all applicable state laws and regulations

governing the disbursement and administration of public funds and property as well as applicable City regulations. Records shall be maintained by the City and the Friends documenting the transfer of funds and property. These records will be reconciled annually by the designated City liaison within thirty (30) days after the end of the City's fiscal year.

8. Section 6-5A-1(B)(6) Compliance: The Friends' Certificate of Incorporation attached as Exhibit "B" is the equivalent of corporate by-laws and is deemed acceptable by City staff.

9. Section 6-5A-1(B)(7) Compliance: The City provides no services in support of the Friends. Specifically, to ensure that there are no allegations that the City has violated the anti-donation prohibitions as set forth in Article IX, Section 14 of the New Mexico Constitution, the City shall not provide to the Friends anything of value, including staff services, facility space, or use of equipment such as telephones, photocopy machines, and computers unless the City receives fair market value in return.

10. Section 6-5A-1(B)(8) Compliance: The Friends shall apply the standard for evaluating investments set forth in NMSA 1978, Section 6-8-10 (2001) and as amended. That standard is the prudent investor rule set forth in the New Mexico Uniform Prudent Investor Act.

11. City Liaison: The City liaison to the Friends shall be the CVB Executive Director or designee. The duties of the liaison shall include but shall not be limited to the following:

A. To attend the Friends' meetings at the invitation of the Friends.

B. To submit requests for financial support to the Friends. All funds received from the Friends will be deposited into the appropriate City account for the benefit of the CVB as determined by the City Finance Department. Any purchases made by the City from those funds will comply with the City Procurement Code.

12. The Friends' Programs and Events:

A. The Friends shall provide its own contract labor and volunteers for its

programs and events and shall be solely responsible for compensating its contract labor.

B. City employees shall not work directly or indirectly for the Friends' programs or events on City time, nor shall City employees be required either directly or indirectly to volunteer to staff the Friends' programs or events on their own time.

However, the City's volunteer program coordinator may respond to requests by the Friends for volunteers as part of his/her City job duties.

13. CVB Programs and Events:

A. The City shall provide its own employees and volunteers for all CVB programs and events.

B. The Friends' contract labor and/or volunteers may volunteer to staff City programs or events, but they shall not be directly or indirectly required to do so.

14. Friends' Use of CVB Offices:

A. The Friends shall not use the CVB offices or other City facilities for fundraising or for any single event without a written facility use agreement. Single event facility use agreements for an event such as a sponsor reception shall be approved by the City's CVB Executive Director or designee.

15. Joint Programs and Events: Any joint or collaborative programs and events between the Friends and the CVB shall be separately approved by the CVB Executive Director or designee in writing.

16. The Friends' Fundraising:

A. The Friends shall design and implement fundraising programs in consultation with the CVB Executive Director for the benefit of CVB programs and events.

B. The Friends shall be solely responsible for its fundraising programs and events and for all costs related thereto. All advertising for its programs and events shall

clearly state that the program or event is being provided solely by the Friends.

C. The Friends may solicit, receive and accept for its benefit and the ultimate benefit of the CVB restricted and unrestricted gifts of money, and real or personal property.

D. The Friends may contract with persons or entities such as fundraising consultants, accountants and investment managers as it deems necessary to carry out its purposes to support the CVB.

17. Grant Writing/Fiscal Agent Status:

A. The Friends may solicit and accept grants for the benefit of CVB. The Friends shall be the fiscal agent for its grants and shall administer its grants in accordance with the grant terms. The City Manager on behalf of the City and the CVB reserves the right to decline to accept the benefits of any grants obtained by the Friends if the City was not consulted in advance.

B. The City shall not provide technical assistance for the Friends' grant writing, shall not act as fiscal agent for grants obtained by the Friends, and shall not directly or indirectly provide any matching funds for grants obtained by the Friends.

18. The Friends' Property and Liability Insurance: Because the Friends has no leased space within the CVB office or other City facilities and will not be conducting fund raising activities or programs and events there except pursuant to a separate written facility use agreement referenced above, there is no requirement for the Friends to obtain either property insurance for its property within the City facilities or general liability insurance covering its operations under this Agreement.

19. Public Records: This Agreement does not subject the Friends to the provisions of

the New Mexico Open Meetings Act or make the Friends' records, other than the annual audit or other documents required to be provided herein to the City, public records under the New Mexico Inspection of Public Records Act.

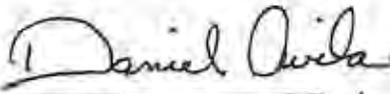
20. Amendment: This Agreement may be amended by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

APPROVED BY:


City Attorney

CITY OF LAS CRUCES

By: 
for Robert L. Garza, P.E. 3/11/16
City Manager

THE FRIENDS OF VISIT LAS
CRUCES

By: 
President

EXHIBIT A

§ 6-5A-1. Definitions; requirements for governmental entities that..., NM ST § 6-5A-1

West's New Mexico Statutes Annotated
Chapter 6. Public Finances
Article 5a. Requirements for Receiving Funds from Certain Organizations

N. M. S. A. 1978, § 6-5A-1

§ 6-5A-1. Definitions; requirements for governmental entities
that receive funds or property from certain organizations

Effective: June 17, 2011

Currentness

A. As used in this section:

(1) "agency" means any state agency, department or board, any public institution of higher education or public post-secondary educational institution and any county, municipality or public school district;

(2) "organization" means an organization that has been granted exemption from the federal income tax by the United States commissioner of internal revenue as an organization described in Section 501(c) of the Internal Revenue Code of 1986,¹ as amended or renumbered, and whose principal and authorized purpose is to complement, contribute to and support or aid the function of or forward the purposes of a single agency through financial support or contribution of services, goods, data or information that help or aid the agency in carrying out its statutory purpose and goals, including, but not limited to, the provision of scholarships to students of educational institutions and the provision of grants to supplement ongoing research or to provide funds for research and programs being carried out by an agency;

(3) "post-secondary educational institution" means an educational institution designated in Article 12, Section 11 of the constitution of New Mexico and includes an academic, vocational, technical, business, professional or other school, college or university or other organization or person offering or purporting to offer courses, instruction, training or education through correspondence or in person to any individual within this state over the compulsory school attendance age, if that post-secondary educational institution is directly supported in whole or in part by state or local taxation; and

(4) "transferred" means given or otherwise transferred, with or without consideration.

B. Prior to an agency accepting property or funds that have been transferred to an agency by an organization, the agency and the organization shall enter into a written agreement that includes at least the following:

(1) a concise statement of the organization's purpose and of how that purpose is supportive of the agency's statutory responsibilities and authority;

(2) provisions explicitly describing the relationship of the agency to the organization in connection with such issues as authority, autonomy and information sharing and reporting;

§ 6-5A-1, Definitions; requirements for governmental entities that..., NM ST § 6-5A-1

(3) provisions defining the extent to which the organization may complement and support functions that are the statutory responsibility of the agency;

(4) requirements that the organization:

(a) if its gross annual income exceeds two hundred fifty thousand dollars (\$250,000), have a financial accounting system considered adequate under customarily and currently accepted accounting standards and that the financial affairs of the organization be audited annually in accordance with generally accepted governmental auditing standards by an independent professional auditor who would be required to furnish to the agency copies of the annual audit, which, exclusive of any lists of donors or donations, shall be a public record, and to make the associated working papers available to the agency for review upon its written request for a period of three years after the audit report date; or

(b) if its gross annual income is two hundred fifty thousand dollars (\$250,000) or less, file a statement with the agency in the form of a balance sheet showing the assets of the organization, its liabilities, its income, classified by general source, and its expenditures, classified by object;

(5) a provision requiring that any funds or property transferred to the agency by the organization be considered subject to all state laws and regulations governing the disbursement and administration of public funds and public property, except to the extent of any specific conditions of the transfer that are acceptable to the agency and do not require actions that are punishable as crimes under state law;

(6) a provision stating that the agency has reviewed the bylaws of the organization and found them acceptable and a provision requiring that the organization furnish copies of the bylaws to the agency;

(7) a provision requiring specification of the consideration that the agency received from the organization for any agency services provided in support of the organization; and

(8) a provision requiring the application by the organization of the standard described in Section 6-8-10 NMSA, 1978 as the standard for evaluating investments of the organization.

✓ C. The written agreement required by Subsection B of this section is not required for each transfer but is a precondition of an agency's acceptance of any transfers. The agreement may be amended by mutual written agreement of the agency and the organization.

D. Nothing in this section subjects an organization to the provisions of the Open Meetings Act¹ or makes its records, other than the annual audit required under this section, public records within the purview of Section 14-2-1 NMSA 1978.

Credits

L. 1992, Ch. 27, § 1; L. 2011, Ch. 174, § 1, eff. June 7, 2011

**OFFICE OF THE SECRETARY OF STATE
NEW MEXICO**

Certificate Of Incorporation

OF

FRIENDS OF VISIT LAS CRUCES, INC.

5138833

The Office of the Secretary of State certifies that the Articles Of Incorporation, duly signed and verified pursuant to the provisions of the

Nonprofit Corporation Act

(53-8-1 To 53-8-99 NMSA 1978)

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate Of Incorporation and attaches hereto a duplicate of the Articles Of Incorporation.

Dated : **November 9, 2015**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



Mary Quintana

**Mary Quintana
Acting Secretary of State**

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 0768
DESTINATION TEL # 95248115
DESTINATION ID
ST. TIME 03/18 09:40
TIME USE 00'59
PAGES SENT 1
RESULT OK

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Friends of Visit Las Cruces

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLO; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) 1
 Exemption from FATCA reporting code (if any) _____
(Applicable to estates and trusts only)

5 Address (number, street, and apt. or suite no.)
211 N Water Street

6 City, state, and ZIP code
Las Cruces, NM, 88001

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 7 and the chart on page 4 for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

						6	7	9	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
- Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person *Dell Arroy* Date 3/10/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/form990](#).

- Form 1099 (home mortgage interest), 1099-E (student loan interest), 1099-T (dividend)
- Form 1000-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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COUNTRY
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A NEW MEXICO *fr* & *e*. Experience

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DOWNTOWN LAS CRUCES

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RODEO Country Fashion Show

Featuring



LEE ANN WOMACK

NITTY GRITTY DIRT BAND

DAVID NAIL

CAM

AARON WATSON

RICK TREVINO

BRI BAGWELL

JOSH GRIDER

TICKETS ON SALE NOW lccountryfest.com

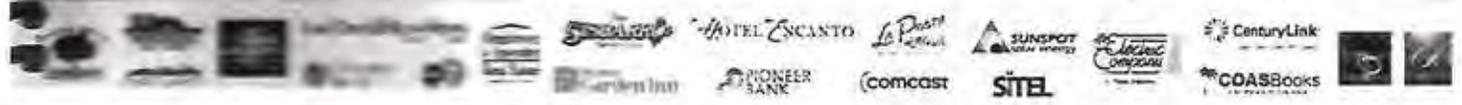
NEW MEXICO *Team*

575-541-2444

FOLLOW US

LAS CRUCES

EXHIBIT 3



2016 Las Cruces Country Music Festival Review

Background

Over the past four years, the Las Cruces Country Music Festival has grown to become one of the premier festivals in all of New Mexico. The rapid success of the festival has proven that people will travel to Las Cruces for a great event. Combining country music, with great food, crafts and children's activities is a big winner for Las Cruces. And by keeping almost everything unique and authentic to New Mexico, we have established a festival which is truly a New Mexico experience.



Our Fourth Year

In order to keep the festival fresh, keep people excited and coming back year after year, we added several new elements for attendees to enjoy and improved upon areas that were popular to make them even better.

Changes

- The Friends of Visit Las Cruces Foundation was formed to assist with the sponsorship solicitation and to provide community support for the event. As a result of the foundation's support, festival sponsorship funding increased by 48% over 2015.
- The New Mexico True Experience vendor area has grown to over 65 vendors in 2016, an increase of about 30% in vendor revenue. The growth was seen in all categories with food, beverages, crafts and destinations represented from around the state.
- The First Light Federal Credit Union Kids Area offered many more activities and keeping with our tradition of being a "family-friendly" festival, all kids activities were free. This year the festival partnered with the Teen Mobile Unit from the Parks and Recreation Department to expand the free activities for kids.
- The VIP/sponsor area was enhanced over previous years. Food and refreshments were provided and sponsors were given a different color lanyard so they could be better recognized for their contributions to the success of the event.
- We added a Wounded Warrior seating area and worked with the Wounded Warrior Project to get tickets to wounded veterans. Citizens Bank sponsored the area.
- We used the stage from the Parks and Recreation Department and branded it the Visit Las Cruces South Stage. It was placed on Las Cruces Avenue facing the New Mexico True North Stage and helped to create great crowd flow between the stages and vendor area. The south stage was a salute to local country music talent and was headlined and hosted by Josh Grider (who is from Las Cruces) on Friday night, and Bri Bagwell (also from Las Cruces) on Saturday night. The area was very popular with the attendees, and when there was a break in music on the New Mexico True North Stage, the majority of the crowd shifted to the Visit Las Cruces South Stage.

2016 Las Cruces Country Music Festival Review

- ABC channel 7 came on board as “Official Television Station of the Las Cruces Country Music Festival” and helped to increase ticket sales in El Paso by 112%.
- Video screens were again positioned on both sides of the north stage allowing for a better attendee experience. It also allowed us to air commercials from our sponsors during breaks in entertainment.
- A separate VIP parking area and entrance was created for VIPs and sponsors for faster access to the event.
- The festival increased its marketing footprint by working with a professional social media company to get the word out early. As a result, ticket pre-sales increased 124% over 2015. Additionally, the festival partnered with several radio stations around New Mexico to ensure that commercials for the festival would reach almost the entire state. As a result, ticket sales from across New Mexico were up 142%, including 75% increase in Albuquerque.
- The festival contracted with the more experienced Dickerson’s Event Planning to handle onsite festival logistics and the result was a smoother run festival and a better attendee experience.

Items That Remained the Same

- We continued with our formula of combining heritage acts with younger entertainers who are just establishing themselves as major artists. This worked very well on Friday night, as the addition of Aaron Watson (an up-and-coming Texas Country artist) to the lineup increased attendance for the Friday night headliners.
- The CVB made a concerted effort to notify businesses in the downtown area affected by street closings for the event. As a result, there were fewer complaints and a lot more complements than in previous years. Our efforts included:
 - An email sent out by DLCP
 - CVB staff going to all businesses along festival route and disseminating flyers
 - Street closures were mentioned on the radio and in the Sun News newspaper

Overview

The Las Cruces Country Music Festival continues to grow and gain momentum. Ticket sales revenue was up 24% over last year, while overall attendance was also up approximately 13%. Approximately 9,100 attended the festival, about 1,100 more than the previous year. This includes all purchased and promotional tickets included with sponsorships and media partnerships. The increase in revenue and attendance can be attributed to a slight increase in ticket prices as well as a strong line up, and an aggressive targeted digital and social media program which helped to increase ticket presales by 124% over 2015.

The festival continues to draw an audience that will spend the night in local hotels. This year’s attendees included visitors from Alabama, Arizona, California, Colorado, Florida, Georgia, Iowa, Idaho, Indiana, Maine, Michigan, Minnesota, Missouri, North Carolina, New Hampshire, New Mexico, New York, Ohio, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia and Washington. We estimated that 864 visitors (25% of total ticket

2016 Las Cruces Country Music Festival Review

sales) attended the festival from a distance of over an hour drive from Las Cruces. Given the fact that the festival did not end until after 11 pm each night, it is mostly likely that they all overnighted in Las Cruces.

Overall, 18 official packages were sold with each averaging 2 adults; however, many others purchased tickets and arranged for their own accommodations. 219 tickets were purchased from people coming from out of state with an additional 4 coming from an international originating market. In addition, 645 New Mexicans traveled over 150 miles to attend the concert and stay in hotels, a 233% increase over last year! In total, 864 people stayed at least two nights in a hotel.

Demographical Information About Ticket Holders (advance tickets only)

Gender - Female 59.5% Male 40.5%

Age - 45-54 (27%), 35-44 (21%), 25-34 (17%), 55-64 (16%), 65+(10%), 21-24 (7%), 18-20 (2%)

Home Owners - Own 93.7% Rent 6.3%

Marital Status - Married 69.8% Single 30.1%

Children - Yes 55.1% No 44.9%

Household Income - \$35k – 50k (28%), \$50k – 75k (21%), \$75k – 100k (14%), \$25k – 35k (13%)

Education - Completed High School (44%), Completed College (30%), Completed Graduate School (17%), Attended College (9%)

Occupation - Professional (30%), White Collar (17%), Blue Collar (16%), Middle Management (11%)

Buyer's Behavior/Interest - Books (28.10%), Magazine Buyer (26.70%), Health & Wellness (24.50%), Cooking (23.60%), Occupation (22.70%), Charitable Donors (22.10%), Sports (22.00%), Travel (21.00%), Arts & Crafts (20.10%), Home & Garden (18.80%), Automotive (17.60%), Technology (17.20%), Pets (16.90%)

Exhibit A Estimated Economic Impact of Festival Attendees who more than likely overnighted in Las Cruces

Item	Per Person/Per Night	864 Visitors/ 2 Nights Minimum Stay
Lodging - Per Person/Double Occupancy	\$ 49.50	\$85,536
Lodgers Tax	\$ 2.48	\$4,285
Convention Center Fee	\$ 1.25	\$2,160
Breakfast	\$ 10.00	\$17,280
Lunch	\$ 13.00	\$22,464
Dinner	\$ 23.00	\$39,744
Miscellaneous	\$ 18.00	\$31,104
GRT 083125	\$ 8.22	\$16,839
EI 864 People staying a minimum of 2 nights (based on double occupancy)		\$219,412

2016 Las Cruces Country Music Festival Review

In total, over 9,100 people attended one or more days of the festival including over 200 for the Thursday night VIP party at Hotel Encanto, and over 400 for the Tough Enough to Wear Pink Country Breakfast at the New Mexico Farm & Ranch Heritage Museum on Sunday morning. For the purpose of the analysis in Exhibit B, each time a person came to an event, they were counted.

Exhibit B Estimated Economic Impact of Festival Attendees who more than likely did not stay-over

Estimated Expenses Per Person other than cost of Admission	Estimated EEI Spending beyond the cost of the festival ticket = \$40.00 per day	8,236 attendees who attended one or more day of the festival but did not overnight.
Expenses per day	\$40.00 X 8,236	\$329,440
GRT	\$329,440 X .083125	\$27,384
Total EEI for non-stay-over		\$356,824

Festivals usually take about 3-5 years to catch on and longer before visitors start coming to a festival. Considering the Las Cruces Country Music Festival just completed its fourth year and the results indicate that Las Cruces is well on its way of having its signature event.

Media Coverage

As mentioned above, the festival substantially increased its marketing efforts in 2016. The largest and most important contribution to the marketing program was the addition of Big Couch Marketing Group, a partner of the CVB's current marketing agency, Moetiv8 Marketing. Big Couch employed a pre-festival strategy that included targeted social and digital marketing that would convert potential attendees to an opt-in email program that would keep subscribers up-to-date on festival information and encourage them to purchase their tickets in advance. Historically, the audience that has followed the festival on social media has been very active and engaged, so building momentum for this program was very easy. From a social space, we targeted anyone within the region who demonstrated an interest in country music and specifically any of the festival performers. This audience was very receptive to our marketing efforts and helped us share the word on social media. Regarding digital advertising, we targeted key words related to country music and country music festivals, and over a period of time, were able to fine tune our audience to those key words with the highest click-through rates. The festival was also able to capitalize the popularity of satellite radio by running a campaign in the month leading up to the festival. As a result, we had over 2,500 visits to our Pandora landing page, which was one of our most visited landing pages.

Our media partnerships allowed us to get more bang for our buck and spend less money on advertising. The Sun News gave the festival a free ad for every paid ad, turning a \$13,000 media buy into over \$26,000 in print and digital advertising. By allowing Zia Country to be the "official radio station of the Las Cruces Country Music

2016 Las Cruces Country Music Festival Review

Festival", we were able to receive close to \$23,000 in radio advertising on three local stations for an investment of only \$6,000. Comcast Cable supplemented our television media buy with \$15,000 in additional state-wide coverage, giving us well over the 1,000 television spots we were already running per month. Additionally, by bring ABC Channel 7 on as the "Official Television station of the Las Cruces Country Music Festival", we received \$16,000 in media coverage for an investment of \$8,000. The station also did live on-air interviews with festival artists Bri Bagwell and Rick Trevino, as well as doing a live broadcast and weather report from the festival Friday night.

By striking partnerships with country music radio stations around New Mexico, we were able to reach many of the smaller rural communities throughout the state where other forms of traditional media are not as effective. In exchange for a \$1,000 media buy and 12 pairs of promotional tickets, the festival received \$4,000 in advertising from each of seven stations around the state. We also purchased media in Albuquerque, Santa Fe and El Paso where we received \$126,000 in coverage for an investment of only \$10,000 in Albuquerque, \$18,000 for a \$5,000 investment in Santa Fe and \$12,000 for a \$8,000 buy in El Paso. We also continued our partnerships with the Sun News and Zia Country Radio in Las Cruces and brought ABC 7 television on board.

The festival also partnered with the PBS television stations in Las Cruces and El Paso to promote the festival during the broadcast of the Nitty Gritty Dirt Bands 50th Anniversary concert which aired in February.

The festival also supplemented with billboards in Las Cruces and full-page ads in New Mexico Magazine.

Because of those relationships, we were able to increase pre-sales 124% over 2015 which included 864 tickets sold to potential overnight visitors living more than 1.5 hours from Las Cruces. This was a 25% increase over last year, and remains to be the biggest reason the CVB continues to host the festival. Of the 864, 219 were from outside New Mexico (and El Paso) and likely stayed for 2 or more nights.

The festival also received \$131,000 in free editorial coverage before then event in several publications including the Dallas Morning News, Washingtonpost.com, sandiegouniontribune.com and the hawaii-tribune-herald.com.

Exhibit C Media Exposure (Promotional and non-paid)

Additional Broadcast Media	\$192,000
Print and Digital Articles	\$131,000
Total Free Media Exposure	\$323,000

2016 Las Cruces Country Music Festival Review

Exhibit D Total Estimated Economic Impact

Estimated Economic Impact – Overnight Visitors	\$216,793
Estimated Economic Impact - No Overnight	\$356,824
Ticket Sales	\$177,932
Total Estimated Economic Impact	\$751,549

Room for Improvement/concerns

Although the festival is considered a major success, there is always room for improvement. As we begin our planning for 2017, there are many ways that we can enhance the festival experience.

1. Improving the Wounded Warrior area.
2. Construction in downtown and continued growth of the festival will impact a permanent location for the festival.
3. Long-range funding projections could impact the CVB's ability to fund the festival at the necessary levels.
4. More Wi-Fi for festival crew/staff.
5. Better stage screen quality and management.

Final Comments

In just four years, the festival has become a well-established event. We need to continue to establish a strong sponsorship base to ensure its growth. Moving forward, our goal will be to become a signature event for all New Mexico.

10:12 AM

06/11/16

Accrual Basis

Friends of Visit Las Cruces Inc

Balance Sheet

As of June 11, 2016

	<u>Jun 11, 16</u>
ASSETS	
Current Assets	
Checking/Savings	
Citizens Bank of Las Cruces	170,867.37
Total Checking/Savings	<u>170,867.37</u>
Accounts Receivable	
Accounts Receivable- SITEL	2,500.00
Total Accounts Receivable	<u>2,500.00</u>
Total Current Assets	<u>173,367.37</u>
TOTAL ASSETS	<u><u>173,367.37</u></u>
LIABILITIES & EQUITY	
Equity	
Net Income	173,367.37
Total Equity	<u>173,367.37</u>
TOTAL LIABILITIES & EQUITY	<u><u>173,367.37</u></u>

Friends of Visit Las Cruces Inc
Profit & Loss Budget vs. Actual
December 1, 2015 through June 10, 2016

	Pioneer - Dickerson	Citizens - Friends	TOTAL	Budget	\$ Over Budget	% of Budget
	Dec 1, '15 - Jun 10, 16	Dec 1, '15 - Jun 10, 16	Dec 1, '15 - Jun 10, 16			
Ordinary Income/Expense						
Income						
% of artist merchandise	0.00	0.00	0.00	0.00	0.00	0.0%
% of COKE	0.00	1,090.86	1,090.86	0.00	1,090.86	100.0%
Bull Riding Income	0.00	1,120.00	1,120.00	0.00	1,120.00	100.0%
CVB Seed Money	110,000.00	0.00	110,000.00	125,000.00	-15,000.00	88.0%
Event Merchandise, Licensed	0.00	5,323.00	5,323.00	10,000.00	-4,677.00	53.23%
Gate - on site	0.00	37,750.87	37,750.87	55,000.00	-17,249.13	68.64%
Gate - Pre-sale tickets						
Cash, Check, Square	0.00	35,784.52	35,784.52	22,000.00	13,784.52	162.66%
Eventbrite - online tickets	0.00	123,821.45	123,821.45	50,000.00	73,821.45	247.64%
Gate - Pre-sale tickets - Other	0.00	0.00	0.00	0.00	0.00	0.0%
Total Gate - Pre-sale tickets	0.00	159,605.97	159,605.97	72,000.00	87,605.97	221.68%
Sponsorship - Cash	0.00	35,000.00	36,000.00	45,000.00	-9,000.00	80.0%
State Tourism Grant	0.00	30,000.00	30,000.00	30,000.00	0.00	100.0%
Vendors	0.00	1,230.00	1,230.00	6,000.00	-4,770.00	20.5%
Total Income	110,000.00	272,110.70	382,110.70	340,000.00	39,110.70	111.4%
Expense						
Accounting Services	0.00	2,400.00	2,400.00	2,500.00	-100.00	96.0%
ACTS	0.00	2,000.00	2,000.00	2,000.00	0.00	100.0%
Automobile Expense	0.00	0.00	0.00	0.00	0.00	0.0%
Bank Service Charges	0.00	1.18	1.18	0.00	1.18	100.0%
Brunch - meal, runway, decor						
NMSU Tough Enough TWP Donation	0.00	1,500.00	1,500.00	0.00	1,500.00	100.0%
Brunch - meal, runway, decor - Other	0.00	6,750.00	6,750.00	7,500.00	-750.00	90.0%
Total Brunch - meal, runway, decor	0.00	8,250.00	8,250.00	7,500.00	750.00	110.0%
Depreciation Expense		0.00	0.00	0.00	0.00	0.0%
EMS		0.00	0.00	2,000.00	-2,000.00	0.0%
Entertainment			0.00			
Acts performance fees	71,250.00	73,250.00	144,500.00	170,000.00	-25,500.00	85.0%
Gene Dries	10,369.95	5,000.00	15,369.95	15,000.00	369.95	102.47%
Lights, Sound, Generators	0.00	51,374.38	51,374.38	55,000.00	-3,625.62	93.41%
Local Stage	2,000.00	1,950.00	3,950.00	2,000.00	1,950.00	197.5%
Par dem travel, green room	0.00	4,914.39	4,914.39	2,500.00	2,414.39	196.58%
Entertainment - Other	0.00	750.00	750.00	0.00	750.00	100.0%
Total Entertainment	83,619.95	137,238.77	220,858.73	244,500.00	-23,641.27	90.33%
Event Management		15,000.00	15,000.00	15,000.00	0.00	100.0%
Insurance Expense		893.00	893.00	0.00	893.00	100.0%
Internet Expense		0.00	0.00	0.00	0.00	0.0%
Kids Area		4,331.51	4,331.51	3,500.00	831.51	123.76%
Miscellaneous		1,550.00	1,550.00	5,000.00	-3,450.00	31.0%
NM GRT - Vendors & Sponsors		0.00	0.00	0.00	0.00	0.0%
Office Supplies	210.19	122.40	332.59	0.00	332.59	100.0%
Payroll Expenses		0.00	0.00	0.00	0.00	0.0%
Professional Fees		80.51	80.51	0.00	80.51	100.0%
Refund - Sunspot Solar		0.00	0.00	0.00	0.00	0.0%
Rent Expense		0.00	0.00	0.00	0.00	0.0%
Repairs and Maintenance		0.00	0.00	0.00	0.00	0.0%
Rodeo Donation		1,500.00	1,500.00	1,500.00	0.00	100.0%
Sanitation - porta-pot, dumpster		3,455.17	3,455.17	3,500.00	-44.83	98.72%
Seamstress - Chelsea Duplontis		0.00	0.00	0.00	0.00	0.0%
Security		4,532.88	4,532.88	6,000.00	-1,467.12	75.55%
Site rentals - fencing, chairs,		12,166.48	12,166.48	16,000.00	-3,833.52	76.04%
Staffing - CHS		0.00	0.00	0.00	0.00	0.0%
Telephone Expense		0.00	0.00	0.00	0.00	0.0%
Tickets/Passes/Badges		0.00	0.00	2,000.00	-2,000.00	0.0%

9:14 PM
06/10/16
Cash Basis

Friends of Visit Las Cruces Inc
Profit & Loss Budget vs. Actual
December 1, 2015 through June 10, 2016

	Pioneer - Dickerson	Citizens - Friends	TOTAL	Budget	\$ Over Budget	% of Budget
	Dec 1, '15 - Jun 10, 16	Dec 1, '15 - Jun 10, 16	Dec 1, '15 - Jun 10, 16			
Travel Expense		0.00	0.00	0.00	0.00	0.0%
Utilities		0.00	0.00	0.00	0.00	0.0%
Vendor Coord. - Duane Mosley		1,500.00	1,500.00	1,500.00	0.00	100.0%
Venue Rental		0.00	0.00	200.00	-200.00	0.0%
VIP Reception/Sponsorship Recep	250.00	15,335.35	15,585.35	7,500.00	8,085.35	207.81%
Total Expense	84,080.15	210,357.25	294,437.40	320,200.00	-25,762.60	91.95%
Net Ordinary Income	25,919.85	61,753.45	87,673.30	22,800.00	64,873.30	384.53%
Other Income/Expense						
Transfers To/From Banks	-111,613.92		-111,613.92		0.00	
Transfers To/From Banks	111,613.92	0.00	111,613.92	0.00	0.00	100.0%
Total Other Expense	0.00	0.00	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.00	0.00	0.0%
Net Income	25,919.85	61,753.45	87,673.30	22,800.00	64,873.30	384.53%



SERVICE AGREEMENT

THIS AGREEMENT made and entered into on this day 12/15, 2015 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Dickerson's Catering LLC, 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 CONTACTOR.
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.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

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.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces,
PO Box 20000
Las Cruces, NM 88004
ATTENTION: Philip San Filippo

With Copies to: Purchasing Manager

TO CONTRACTOR: Dickerson's Catering LLC
3920 W. Picacho
Las Cruces, NM 88007
ATTENTION: Marci Dickerson

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written

Exhibit A - REVISED Cost proposai – 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.

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 LLC

CITY OF LAS CRUCES

BY: _____
Marci Dickerson
Owner

BY: Deb Smith
Deb Smith
Purchasing Manager

12-7-15
Date

12-15-15
Date

APPROVED AS TO FORM

[Signature]
City Attorney
SR ASST



RFP COMPLIANCE DECLARATION

RFP TITLE: Event Coordination and Logistical Planning – Las Cruces Country Music Festival

RFP NO.: 15-16-023

DUE DATE/TIME: July 23, 2015 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: _____ is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

_____	Authorized Signature
_____	Typed or Printed Name
_____	Title
_____	Email address

Telephone number _____ Fax number _____

NM Tax & Revenue Dept. CRS # _____

Current NM Public Regulatory Commission Registration # _____ (corporations only)

Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number _____ (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ____ Yes ____ No

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION**

**CITY OF LAS CRUCES
REQUEST FOR PROPOSAL**

RFP TITLE: Event Coordination and Logistical Planning – Las Cruces Country Music Festival

RFP NO.: 15-16-023

DUE DATE/TIME: July 23, 2015 / 4:00 p.m.

I. GENERAL

- A. The City of Las Cruces (City), a New Mexico Municipal Corporation, is soliciting proposals from qualified firms interested in entering an agreement for the coordination and logistics planning of the Las Cruces Country Music Festival as described herein.
- B. Responses to this solicitation must be received by the DUE DATE/TIME at the City Purchasing Section subject to requirements and conditions of the enclosed Schedule A (General Conditions of Proposing). The conduct of this procurement is subject to Chapter 24 of the City's Municipal Code incorporated herein by reference.
- C. The conduct of this RFP shall be pursuant to the City Procurement Code, Chapter 24, LCMC, 1998.
- D. City Contact:
 - Except for:
 - 1. Communications during any pre-proposal conference conducted by the City for this solicitation,
 - 2. Any related interviews initiated by the City,
 - 3. Any related negotiations initiated by the City, and,
 - To ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or City staff, other than the City Purchasing Section staff, relating to this solicitation is strictly prohibited during this solicitation process until contract award. Upon such finding, the violating party will be deemed non-compliant and a proposal from such party will not be considered for award.
- E. A pre-proposal conference will not be conducted.
- F. ATTACHMENT A - Enclosed herein is a draft of the agreement to be entered for the proposed services. The agreement will be for a base period of one year from the time of award with the option to renew at the discretion of the City for an additional four (4), one (1) year terms.
- G. The City intends to award to the highest ranking firm to meet its need for services based upon the criteria herein.

II. BACKGROUND

The Las Cruces Country Music Festival was established in 2013 by the Las Cruces Convention & Visitors Bureau (CVB). Aside from some outside sponsors, the Festival is primarily funded by the CVB. It is a three day (Friday, Saturday & Sunday) festival with the major events held downtown on Church Street and Las Cruces Avenue.

In 2015 attendance was roughly 10,000 people during the entire festival. At that time it was a three-day festival which included a songwriter's workshop held at The Rio Grande Theatre, two nights of country music and other festivities held downtown, and a Country Brunch and Fashion Show held at the Farm & Ranch Heritage Museum. Number of days, locations and events surrounding the festival are still being determined.

The Country Music Festival coincided and partnered with the NMSU Intercollegiate Rodeo and will do so again in 2016. The dates of the 2016 festival will be April 29, 30 and May 1.

III. SCOPE

A. Services

Contractor is needed to facilitate the coordination and logistics of the Las Cruces Country Music Festival as outlined below. The CVB will retain final approval on any and all decisions needing to be made in reference to the Las Cruces Country Music Festival.

B. Site Details

Contractor will be responsible for all of the site details for the event and will work in conjunction with the CVB to determine layout. Contractor will sub-contract all needed site services, oversee their installation and setup, ensure service is received and make payments for services after the event. These site needs include but are not limited to: stage, fencing, signage, port-a-potties, lights, sound & lighting, security and staffing. Contractor will also be responsible for signing agreements/permits with the city and any other property owners for the use of their property for the event.

C. Merchandise

Contractor will sell and prepare reports of merchandise sold.

D. Artists/Sub-Contractors

The CVB will make all final decisions on artists who will perform at the festival and any sub-contractors that may be needed. As the fiscal agent, the Contractor will be required to execute any related agreements authorized by the CVB.

E. Ticketing

Contractor will provide ticketing to online services. Contractor will provide weekly ticket counts to artist agents as required by contracts and the CVB staff at regular meetings. Contractor will create reports of ticket sales, comp redemption and other data as needed after the event.

F. Vendors

Contractor will keep vendor agreements and receive checks for deposit and record keeping.

G. Fiscal Agent

The Contractor will be required to obtain the services of an independent accounting firm to oversee all financial records and accounting of the Country Music Festival. The accounting firm must be approved by the CVB and will be required to work with the Contractor to oversee all fiscal agent responsibilities. Costs for the independent accounting firm must be included in the proposal.

The selected contractor will serve as the fiscal agent for the Las Cruces Country Music Festival. The Contractor will receive funds to cover the cost of entertainment, lighting, staging and other items and will sign all contracts that require payment from funds held by organizer for the event. It will be the responsibility of the Contractor, as fiscal agent, to make appropriate and timely payments as directed by the independent accounting firm. Appropriate bookkeeping procedure of funds coming in and leaving the fiscal agent is expected and subject to audit.

Income from booth sales, sponsorships and merchandise will be coming into the fiscal agent as well as ticket sales. It will be the responsibility of the Contractor to keep an accurate accounting of all funds coming in; and provide a weekly report to the Convention and Visitors Bureau indicating all income and expense transactions. Contractor will oversee all festival cash on site at the event to include cashiers, merchandise, payments to artists, payments to vendors, and any other receipt or payments during the event.

The Contractor shall also be responsible for payment of New Mexico Gross Receipts Tax levied on the amounts payable under this agreement. Contractor will also agree to comply with all federal and state tax payments and report all items of gross receipts as income from the operations of its business.

H. Records and Audit

The 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.

I. 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 EmployeeThis 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.

IV. PROPOSAL CONTENT

Each copy of the proposal must include a completed and signed RFP COMPLIANCE DECLARATION (page 1 of this solicitation document). Failure to submit the RFP COMPLIANCE DECLARATION page will subject the response to rejection.

A. Technical Proposal Content

The respondent's Technical Proposal shall include the following items and in the sequence presented:

1. To address Evaluation Criteria No. 1 below, provide description of the proposed technical approach of all professional, technical and customary work to be performed.
2. To address Evaluation Criteria No.2 below, provide the names of key personnel who will be assigned to work on the project. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided.
3. To address Evaluation Criteria No. 3 below, provide the following:
 - a. Description of past contracts similar to the scope herein that have been completed by the firm.
 - b. If applicable, list of subcontractors, including addresses, qualifications and areas of responsibility.
 - c. Location(s) of office(s) where the work will be performed, and percent of work to be performed at each.
4. To address Evaluation Criteria No. 4 below, provide the following:
 - a. Name, address, telephone number, of the principal member/officer of the firm responsible for administration of the contract.
 - b. Name, address, and New Mexico registration (if applicable) of the professional responsible for and in direct charge of the work.
 - c. A project time schedule, operational/management approach, major tasks to be accomplished, and a detailed statement of services to be provided under each task.
5. To address Evaluation Criteria No. 5 below, provide the following:
Description and name of a minimum of five past contracts similar to the scope herein that have been completed by the firm including the name and telephone number of the contact person for each project.
6. To address Evaluation Criteria No. 6 below, respond to related Schedule A requirements herein and organize response according to this Section IV sequence. Note that the RFP COMPLIANCE DECLARATION page incorporated herein must be completed, signed and included within the contents of the technical proposal and not with the contents of the cost proposal.

B. Cost Proposal Content

The cost proposal will not be used in the evaluation of the RFP, it will be used as a basis for negotiating a contract. The cost proposal must be submitted in a separate sealed envelope and contain the following:

1. Direct costs
2. Indirect costs
3. Labor (hours) by major tasks
4. Materials
5. Equipment
6. Sub consultants
7. Any other proposed costs that may be incurred by the City.

C. Proof of Residency

1. Respondents seeking a state residency preference pursuant to §13-1-21 or §13-4-2, NMSA, 1978, of the New Mexico Statutes must submit within its proposal documents a copy of its residency certificate issued by the New Mexico Tax and Revenue Department.

2. Respondents seeking a local preference pursuant to Section 24-100 of the City Procurement Code, as applicable, must complete and submit the LAS CRUCES IN-CITY LOCAL PREFERENCE CERTIFICATION FORM incorporated herein.
3. Any state or local residency preference shall not apply whenever federal funds are involved in a City procurement of goods/services.

V. PROPOSAL EVALUATION AND SELECTION

- A. Evaluation of the technical proposals determined to be responsive to the submittal requirements will be conducted by an evaluation committee in accordance to the procedures incorporated within enclosed "Schedule B - Proposal Scoring and Evaluation Information".

EVALUATION CRITERIA	WEIGHT (Percent)
1. Technical approach to the project	15%
2. Qualifications/competence of project team members to perform project	25%
3. Capacity and capability of the firm to perform the project, and to do so in a timely manner	25%
4. Management structure and approach to the project including time-line, task breakdowns and assignments	15%
5. Performance of the firm with previous clients, based upon quality of the work, control of costs, ability to meet schedules or deadlines; and responsiveness to the client	15%
6. Clarity of proposal	5%
TOTAL	100 %

- B. Preference For State and Local Resident Businesses/Contractors
1. Pursuant to §13-1-21 and §13-4-2, NMSA, 1978, of the New Mexico Statutes, applicable percent preference will be added to the scores of respondents who submit within their proposal a copy of their New Mexico residency certificate issued by the New Mexico Tax and Revenue Department.
 2. Pursuant to Section 24-100, LCMC, 1998, a 5% preference will be added to the scores of respondents who submit within their proposal a copy of their City of Las Cruces business certification issued by the City's Community Development Department.
 3. The maximum geographical preference that can be applied shall not exceed 10%.
 4. Proposals received without copy of resident certificates stated herein do not qualify for this preference.
 5. Any and all geographical preference herein presented within this RFP shall not apply whenever federal funds are used in procuring goods/services.
- C. Upon completion of the evaluation process, a recommendation for award of contract(s) will be issued by the evaluation committee to the Council for review and approval. Contract(s) will have been negotiated prior to the committee's recommendation and may follow the format of the contract enclosed herein.

ATTACHMENT A**SERVICE AGREEMENT**

THIS AGREEMENT made and entered into on this date, 2014 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Company Name, of Street Address, City, Town, State, Zip Code, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Enter general description of the services

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES as proposed in response to the CITY'S, Bid/RFP XX-XX-XXX incorporated herein by reference and made a part of this Agreement.

(This piggyback clause is used only if the related RFP stipulated a piggyback option)

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

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

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount (not to exceed \$ _____) (agreed to for each assigned project), plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a written Notice to Proceed (for each assigned project) from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

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(s) that (is/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 _____ days through month/day/year (and, pending mutual written agreement, may be extended annually thereafter for up to _____ more years through month/day/year).

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit A (and as agreed to for each project assigned under the terms of this Agreement).

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:

6. \$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.
7. \$100,000 (One Hundred Thousand Dollars) Property Damage Insurance.
8. 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.
9. 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 EmployeeThis 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
10. 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.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

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.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces,
PO Box 20000
Las Cruces, NM 88004
ATTENTION: (Project Manager)

With Copies to: Purchasing Manager

TO CONTRACTOR: Company Name
Address and Street
City, State and Zip
ATTENTION:

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written 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.

COMPANY NAME

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Karen Medina
Purchasing Manager

Date

Date

APPROVED AS TO FORM

City Attorney

EXHIBIT A

SERVICES

Delineate any and all negotiated services, deliverables, time frames and other items not identified in Contractor's response to the RFP.



SCHEDULE A

GENERAL CONDITIONS FOR RESPONSES

1. Proponents are advised that this solicitation is subject to the provisions of the City of Las Cruces (City) Procurement Code incorporated herein by reference.
2. **Inquiries and Related Addenda:**

Except for communications during any informational meeting conducted by the City for this solicitation and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the City Purchasing Section staff relating to this solicitation is strictly prohibited throughout the duration of the solicitation and evaluation process, and, upon such finding, will render a respondent and/or related proposal non-compliant.

 - a. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Section no later than one week before the due date/time unless otherwise specified in the solicitation documents. Inquiries received after the deadline may not be considered.
 - b. Inquiries may be mailed or hand delivered to the address stated on Section 4 below, emailed to bidclerk@las-cruces.org, or faxed to 575-541-2515. When faxing in questions, the following rules must be followed to ensure proper handling:
 1. All transmissions should include a cover sheet.
 2. Cover sheet shall contain:
 - a. The RFP number.
 - b. Opening Date and Time of the RFP.
 - c. Proponent name, contact person, phone number, and return fax number.
 - c. Telephone inquiries will not be responded to, including the results of this solicitation.
 - d. Inquiries will be compiled and responded to via written addendum issued before the due date/time.
 - e. In the event addendum is received by a proponent after its response is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.
 - f. In the event addendum is received by a proponent after its response is submitted and forces a change to its response, the proponent must submit a revised response, clearly marked as a revised response.
 - g. Failure to acknowledge receipt of addenda may render response as non-compliant.
3. **Response Format Requirements:**
 - a. Responses include following two (2) components:
 1. A technical proposal of the submittal requirements called out in solicitation documents.
 2. A cost proposal in a separate sealed envelope consisting of itemized cost elements expected to be incurred by the City in obtaining the proposed services from the respondent.
 - b. Responses are limited to a maximum of 15 pages (excluding index; transmittal letter; title page) and printed on one side only. Any and all forms incorporated in the RFP solicitation documents and submitted with response also do not count towards the specified page limit.
 - c. Pages incorporated within the specified page limit must be numbered and typed in no less than 12 points per inch on one side only.
 - d. All pages must be bound on left hand margin, not single stapled on top left corner.
 - e. Responses must include the **RFP COMPLIANCE DECLARATION** page that is included within the solicitation documents. This requirement cannot be waived as the page confirms the respondent's understanding and compliance with the RFP submittal requirements, any required federal certification and conduct of this solicitation. This declaration must be completed and signed with each copy of response. **FAILURE TO RETURN THE RFP COMPLIANCE DECLARATION SHEET WILL SUBJECT THE RESPONSE TO NON-COMPLIANCE WITH RFP SUBMITTAL REQUIREMENTS.**
 1. If applicable, respondents should provide business, tax, registration numbers etc. on the RFP COMPLIANCE DECLARATION page where listed. Such numbers shall be listed as City, County, State, or Federal. These may be submitted on a separate sheet if not enough room is available.
 - f. Response shall include six (6) copies of the proposal (one unbound), unless otherwise specified in the solicitation documents, and be marked clearly showing the RFP number and proponent name.
 - g. In separate, sealed envelopes, include six (6) copies of the cost proposal (one unbound), unless otherwise specified in the RFP; marked as **COST PROPOSAL** and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, Total Price shall include all costs except gross receipts tax.
 - h. Enclose the Proposals in one shipping container to be mailed or delivered to the City Purchasing Section. Cover envelope and/or shipping container shall be marked with the RFP number, due date and time, plus have the respondent's return address prominently marked for identification.
 - i. Should include any samples or other material required by the City on or before the specified due date and time provided in the request for proposal.

- j. No other materials are to be submitted, unless specifically requested in proposal.
4. **Proposals must be submitted by the due date/time to:**
- | | |
|---|---|
| <u>If Mailed (U.S. Postal Service):</u> | <u>If Hand Delivered (FedEx; UPS, etc):</u> |
| City of Las Cruces | City of Las Cruces |
| ATTN: Purchasing Section/Bid Clerk | ATTN: Purchasing Section/Bid Clerk |
| P.O. Box 20000 | 700 N. Main Street, 3 rd Floor Room 3134 |
| Las Cruces, NM 88004 | Las Cruces, NM 88001 |
- a. Please note, items mailed Certified or Registered to the post office box may be delayed up to three days, and will subject response to rejection in the event it is received by the City Purchasing Section after due date/time.
- b. Proposals delivered after the closing date and time will not be accepted and will be returned unopened.
- c. Faxed proposals will not be accepted.
5. **The City of Las Cruces reserves the sole right to:**
- a. Determine responsible respondents and responsive proposals.
- b. Determine and waive minor technicalities in the responses from requirements not affecting price, quality, quantity of items, or services sought.
- c. Delete, decrease or increase quantities of proposed items or service within effective price dates.
- d. Reject any or all responses/proposals and terminate this solicitation process.
6. **Law Application:**
Respondents shall be responsible for complying with the New Mexico laws prohibiting bribes, gratuities, and kickbacks.
7. **Award:**
- a. The evaluation of proposals and final selection typically takes 45 to 60 days after the closing date.
- b. After the evaluation is complete, the award will be posted on the NMEPS website:
<http://www.govbids.com/scripts/nm1/Public/home1.asp>
- c. All proponents will receive a summary of the results via email.
- d. Successful proponent will receive notice of award via email and will be contacted to negotiate a contract.
- e. For negotiated contracts exceeding \$50,000, a recommendation for award shall be forwarded to the City Council or review and approval.

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SCHEDULE B

PROPOSAL SCORING AND EVALUATION INFORMATION

SCORING CRITERIA

Each member shall rate each proposal on each criterion by scoring proposals according to the following standards:

5	=	Excellent
4	=	Exceeds Acceptable
3	=	Acceptable
2	=	Marginal
1	=	Poor
0	=	Unresponsive

I. EVALUATION

Utilizing only the materials provided by the Purchasing Section, and only the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This will entail multiplying the score determined by the member for each criterion by the weights listed on the form and totaling the scores for each respondent. This evaluation shall be completed and may be provided to the Purchasing Manager prior to a committee discussion meeting scheduled by the Purchasing Section.

At the committee meeting, the Purchasing staff member will poll members of the committee to provide any comments relative to the proposals that influenced their scores.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Purchasing staff member who will calculate a total score for each respondent.

After the scoring is compiled for all respondents, the committee may elect to interview respondents. Should interviews be determined to be conducted, the highest scoring respondent and respondents scoring within ten (10) percent of the highest scoring respondent will be interviewed. If there are less than three (3) respondents within the top ten (10%) percent, then the top three respondents regardless of the relative scores, will be interviewed. The Purchasing staff will coordinate with the qualifying interviewees as to the time, date and place for the interviews and the time allowed for each interview. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly score each interviewee in accordance with the RFP criteria and the scores will be added to the previous scores of the interviewees to arrive at a composite total score.

II. PREFERENCE FOR NEW MEXICO RESIDENT BUSINESSES/CONTRACTORS

- A. Pursuant to §13-1-21 and §13-4-2, NMSA, 1978, of the New Mexico Statutes, geographical preference up to 10% will be added to the scores of respondents who submit within their proposal a copy of their New Mexico residency certificate issued by the New Mexico Tax and Revenue Department.
- B. Proposals received without copy of this certificate do not qualify for this preference.
- C. This preference shall not apply whenever federal funds are used in procuring goods/services solicited via this RFP

III. PREFERENCE FOR LOCAL BUSINESSES/MANUFACTURERS

- A. Pursuant to Section 24-100, LCMC, 1998, of the City of Las Cruces Procurement Code, a geographical preference of five percent (5%) will be added to the scores of respondents who submit with their proposal copy of their City of Las Cruces Business Certificate issued by the City's Community Development Department.
- B. This preference shall not apply whenever federal funds are used in procuring the goods/services solicited via this RFP.

NOTE: THE APPLICATION OF NEW MEXICO AND/OR LOCAL PREFERENCES AS STATED ABOVE SHALL BE LIMITED TO A COMBINED MAXIMUM OF TEN PERCENT (10%) OF THE TOTAL EVALUATION FACTOR POINTS AVAILABLE.
--

IV. AWARD RECOMMENDATION

The committee will base its award recommendation on the highest score.

NOTE: The terms "consultant", "respondent", "vendor", "contractor", and "proponent" are used interchangeably in Schedules A and B.

LOCAL PREFERENCE NOTICE

To receive a 5% local preference, submit a current copy of the respondent's Business Certificate issued by the City of Las Cruces Community Development Department.

NEW MEXICO RESIDENT PREFERENCE NOTICE

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended, a respondent who submits, within its bid or proposal documents, a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for preference as authorized by the statutes.

Bids or proposals submitted without the certificate issued by the New Mexico Tax and Revenue Department will not qualify for this preference.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

NEW MEXICO RESIDENT VETERAN BUSINESS NOTICE

To receive a 7%, 8% or 10% veteran preference, as applicable, submit a Resident Veteran Business certificate issued by the NM Tax & Revenue Department and the Business Volume Declaration Form (attached).

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide bidders opportunity to offer items made with recycled content good, and, when bids are received for both recycled content goods and non-recycled content goods, bids submitted for recycled content goods shall be deemed five percent (5%) lower than the bids actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by bid specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

The combination of preferences is limited to 10%

**RESIDENT VETERANS PREFERENCE
BUSINESS VOLUME DECLARATION**

_____ (CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1 million allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1 million but less than \$5 million allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5 million allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

In conjunction with this procurement and this business' qualifications for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract based upon receipt such of veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business

City of Las Cruces
Timeline

Date	Event	Document	Source
5/17/2013	Country Music Festival held May 17-19th	CMF Poster	City
4/24/2014	Country Music Festival held April 24-27th	CMF Poster	City
4/24/2015	Country Music Festival held April 24-26th	CMF Poster	City
4/25/2015	Procurement Code changes, allows procurement of talent/entertainment and media buys as exception to procurement	City of Las Cruces Procurement Code	City
5/4/2015	Email between P. San Filippo and J. Bagwell regarding accounting for the CMF.	Email dated May 4, 2015	J. Bagwell
6/29/2015	Email between M. Dickerson, J. Bagwell and P. San Filippo re: arranging accounting for CMF. J. Bagwell provides quote of \$2,400	Email dated June 29, 2015	City
7/2/2015	RFP 15-16-023 for event management services for the Country Music Festival issued.	Website printout	New Mexico Bid System
7/23/2015	Due date of CMF RFP No. 15-16-023	RFP 15-16-023	City
8/28/2015	Email between J. Bales and J. Bagwell re: setting up a meeting with Bagwell, P. San Filippo and M. Dickerson to "get the ball rolling...". States "Marci did officially get the contract for CMF".	Email dated August 28, 2015	J. Bagwell
9/21/2015	"Dickerson CMT" account opened at Pioneer Bank, Marci Dickerson signer on account	Bank statement dated 9/30/2017	J. Bagwell
9/23/2015	Previous CMF revenues deposited into Pioneer Bank Account	Bank statement dated 9/30/2017	J. Bagwell
9/24/2015	Purchasing manager recommends Dickerson's Catering for CMF contract	Purchasing Manager's Request to Contract dated 9/24/2015	City
10/19/2015	City Council approval for Dickerson's Catering for CMF contract	Resolution No. 15-16-023 dated 10/19/2015	City
10/19/2015	Email to J. Bagwell from P. San Filippo regarding Board meeting for Friends. Board meeting was already arranged.	Email dated October 19, 2015	J. Bagwell
10/21/2015	First Board meeting for Friends	Email dated October 19, 2015	J. Bagwell
11/9/2015	Friends of Visit Las Cruces incorporated	NM SOS Certificate	City
12/1/2015	Promissory Note - San Filippo loans Marci Dickerson & Dickerson's Holding II, LLC \$25,000.	Promissory note	City email
12/15/2015	Contract between City and Dickerson's catering signed for CMF.	Contract dated 12/15/2015	City
12/28/2015	Friends account opened at Citizen's bank	Bank statement dated 12/31/2015	J. Bagwell
1/5/2016	Friends begin making deposits of funds for CMF	Bank statement dated 1/29/2016	J. Bagwell
1/27/2016	Payment approved for Dickerson's	City AP records	City
3/11/2016	MOU between Friends and City signed by City Manager	MOU dated 3/11/2016	City
4/19/2016	Dickerson emails copy of San Filippo promissory note to Bales	City emails	City
4/25/2016	San Filippo receives first payment notification from Mountain States Escrow on promissory note to Dickerson's; monthly thereafter.	City emails	City

City of Las Cruces
Timeline

Date	Event	Document	Source
4/29/2016	Country Music Festival held April 29-May1st	CMF Poster	City
6/7/2016	Dickerson sends email to The Game II "dream team" investors, including San Filippo	City emails	City
7/8/2016	Bales emails City Auditor who agrees to call after her meeting	City emails	City
7/29/2016	James Bagwell CPA sends copy of Friends/CMF financial statements to San Filippo, inclusive of City funds as "donation".	City emails	City
7/29/2016	San Filippo emails Bagwell, requests removal of City funds to avoid audit.	City emails	City
9/11/2016	Dickerson sends email to The Game II "dream team" investors, including San Filippo.	City emails	City
10/14/2016	Ribbon cutting for The Game II, video by CVB staff. San Filippo instructed to wear his "dream team" polo shirt.	City emails	City
1/10/2017	Contract extension for Dickerson's Catering for CMF signed.	Extension dated 1/10/2017	City
2/16/2017	Payment approved for Dickerson's	City AP records	City
2/24/2017	The Game II/Dickerson cited for noise ordinance violation	ABC 7 report	Public record
2/27/2017	Meeting scheduled with City Manager, San Filippo, Dickerson & others to discuss noise ordinance violation problem	City emails	City
4/21/2017	CVB Director position changed to require only a high-school diploma	CVB Director Position Description	City
4/25/2017	CVB Director position posted	City HR Records	City
4/28/2017	Country Music Festival held April 28-30th	CMF Poster	City
5/12/2017	Payment approved for Dickerson's Catering	City AP records	City

Beth Mohr

From: Philip San Filippo
Sent: Monday, April 18, 2016 5:00 PM
To: Elizabeth Vega
Subject: FW: Las Cruces Festival_Promo Agreement_04152016

From: Karen Wootton [mailto:karen@carrillolaw.org]
Sent: Monday, April 18, 2016 1:19 PM
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: RE: Las Cruces Festival_Promo Agreement_04152016

I love the idea, but I do have some concerns.

- It's not clear to me that "Friends" should be the contracting entity for this; why wouldn't it be a CLC agreement? My reading of the "Operating Agreement" with CLC and understanding of the Country Music Festival is that it's still a "City event". If it's a "Friends" event City staff can't work on it on "City time" etc. Can "Friends" even agree to the ticket giveaway, table placement, etc.? Maybe we need something in writing signed by you that the Festival is a "collaborative event" under paragraph 15 of the operating agreement?
- I have read about Uber legal issues a bit, but am not current on the State's position on the legality of Uber services. I didn't look at the full-blown agreement; have you? Does it indemnify "Friends" from regulatory issues, etc.? I *presume* they have that covered but don't want to *assume*. I could look at the fuller agreement they reference but can't today and wanted to get back to you.
- Have you been able to get a quote on errors and omissions from the Friends Board and officers?

How about if you send it to the Board via e-mail, with something like:

"I am formally designating the Las Cruces Country Music Festival as a collaborative City/Friends event, pursuant to paragraph 15 of the Operating Agreement between the City of Las Cruces and the Friends of Visit Las Cruces. Implementing the attached proposed Promo Agreement with Uber is consistent with the role of "Friends", and I would like to have the Board's approval for the President of Friends to sign it. Please vote via e-mail consistent with the By-laws."

Btw, I don't have a signed copy of the By-laws and would like to. I see I missed a call on my cell – please try me on the office line first if you want to talk about this. I hope your week is off to a great start – I miss seeing you and Marsha!!

Cordially,

Karen E. Wootton
Carrillo Law Firm, P.C.
P.O. Box 457 (88004)
1001 E. Lohman
Las Cruces, NM 88001
575-647-3200
www.carrillolawpc.com

NOTICE:

THIS COMMUNICATION IS INTENDED FOR THE INDIVIDUAL FOR WHICH IT IS ADDRESSED AND MAY CONTAIN ATTORNEY-

CLIENT PRIVILEGED INFORMATION THAT IS CONFIDENTIAL UNDER APPLICABLE LAW. If you are not the intended recipient or believe that you may have received this communication in error, please reply to the sender indicating that fact and delete the copy you received. In addition, you should not print, copy, retransmit, disseminate, or otherwise use this information. Thank you.

From: Philip San Filippo [mailto:psfilippo@las-cruces.org]
Sent: Monday, April 18, 2016 10:53 AM
To: Karen Wootton
Subject: Las Cruces Festival_Promo Agreement_04152016

Karen,

We are doing a promotion with Uber. We will be encouraging people at the festival to take Uber home rather than drinking and driving. Please review the proposed details. I wanted to run it by you before I ask Belia to sign.

Phil San Filippo, Executive Director

Visit Las Cruces

211 N. Water Street, Las Cruces, New Mexico 88001

575-541-2166 direct | 575-386-6246 cell





JOB DESCRIPTION

Job Title: Director, Convention & Visitors Bureau (CVB)

Class Code: SACV

Pay Grade: 62

Effective Date: July, 2007

FLSA: Exempt

Revision Date: October, 2011

NATURE OF WORK

Plans, develops, organizes, coordinates and manages staff, activities, sales and marketing programs to promote increased tourism and revenue enhancement in Las Cruces by booking conventions, meetings, and other events in accordance with the City's mission and strategic efforts.

DUTIES AND RESPONSIBILITIES:

- Plans, coordinates, and manages convention, tourism, and sports promotions and media publications; coordinates CVB programs and activities with other departments, agencies, boards, organizations, businesses, associations, and Chambers of Commerce to accomplish strategic goals and objectives and ensure appropriate services are provided.
- Prepares, reviews and manages the CVB marketing plan, budget expenditures, grant application processes, and activity reports to ensure fiscal goals are met; coordinates planning and operational issues for the convention center, hotels and service industry organizations to ensure customer expectations are met; assesses local and regional market dynamics and develops communications strategies to market Las Cruces as a desirable destination.
- Prepares and presents various special and recurring reports and delivers presentations to various groups, agencies and organizations; organizes, conducts, and participates in formal and informal meetings to promote a positive image of the City; participates on the CVB Advisory Board to keep members involved and informed of issues, define objectives, develop strategies, and coordinate activities.
- Provides leadership, direction, and guidance to staff in CVB programs and issues; evaluates staff performance, analyzes issues and recommends and implements solutions within scope of authority; assures CVB programs and activities are in compliance with applicable laws, policies, procedures, and regulations to meet established goals and strict timelines; reviews and approves project plans, requests for proposals, reports and procedures and sets project priorities to ensure project deadlines and performance standards are met.

MINIMUM QUALIFICATIONS:

Bachelor's degree in Business or Public Administration, Finance, Marketing, or related field AND five (5) years of progressively responsible experience in sales, marketing, and event coordination in hospitality and/or tourism related industries. A combination of education, experience, and training may be applied in accordance with City of Las Cruces policy.

Licenses/Certification(s)

Valid class D driver's license is required. Position requires an acceptable driving record in accordance with City policy.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:

Considerable Knowledge of: Principles and practices of administrative management, including personnel rules, cost accounting, budgeting, strategic planning and effective employee supervision and training; methodology, practices and techniques of market research and analysis; principles and practices of legal, ethical and professional rules of conduct; applicable state and Federal statutes, rules, codes and regulations; business and personal computers, and spreadsheet software applications; City organization, operations, policies and procedures.

Ability to: Develop and administer goals, objectives and procedures; analyze problems, identify and implement solutions; assess and prioritize multiple tasks, projects and demands; communicate effectively in verbal and written forms; establish and maintain effective working relations with co-workers and representatives from other local, state and Federal agencies.

This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required.

Job Title: Director, CVB

Class Code: SACV

Skills in: Analyzing marketing issues, evaluating alternatives, and making logical recommendations based on findings; planning, recommending and implementing strategies and practices to ensure continued business relationships with customers; using initiative and independent judgment within established procedural guidelines; evaluating issues, and developing plans for improvement of the quality of services for clients, and cost effective management of allocated resources; working effectively with a diverse community; reading and interpreting rules and regulations, independently composing reports and correspondence, and effectively advising department staff on issues.

Environmental Factors

Work is performed primarily in a standard office environment.

Physical Factors

Light physical demands; mostly desk work, some lifting and carrying of files and reports. Frequent to constant use of a personal computer.

Work Situation Factors

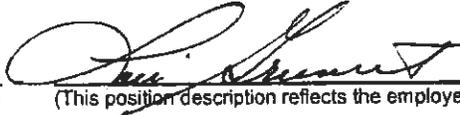
Position involves competing demands, performing multiple tasks, working to deadlines, occasional work beyond normal business hours, and responding to customer issues. Work includes travel to trade shows and conferences.

Employee's Signature/Date



(This position description accurately reflects my current job)

Supervisor's Signature/Date



(This position description reflects the employee's current job)



CITY OF LAS CRUCES

JUN 09 2017

HUMAN RESOURCES

JOB DESCRIPTION

Job Title: Convention & Visitors Bureau (CVB) Director

Class Code: C029

Pay Grade: AD68

Effective Date: July, 2007

FLSA: Exempt

Revision Date: April, 2017

NATURE OF WORK

Plans, develops, organizes, coordinates, and manages staff, activities, sales and marketing programs to promote increased tourism and revenue enhancement in Las Cruces by booking conventions, meetings, and other events in accordance with the City's mission and strategic efforts.

DUTIES AND RESPONSIBILITIES:

- Plans, coordinates, and manages convention, tourism, and sports promotions and media publications; coordinates CVB programs and activities with other departments, agencies, boards, organizations, businesses, associations, and Chambers of Commerce to accomplish strategic goals and ensure appropriate services are provided.
- Prepares, reviews, and manages the CVB marketing and project plans to meet established objectives; coordinates planning and operational issues for the convention center, hotels, and service industry organizations to ensure customer expectations are met; assesses local and regional market dynamics and develops communication strategies to market Las Cruces as a desirable destination.
- Meets regularly with staff to review work in progress, discuss and resolve administrative, workload, and various other issues, and prioritize and assign tasks and projects; evaluates and analyzes functions, resources, processes, and procedures to identify issues and recommend and implement changes for improvement; interprets applicable rules and regulations to provide guidance in developing, implementing, and administering policies and procedures.
- Manages staff through proper delegation and work supervision to provide appropriate levels of service and resources; coordinates and manages various projects, monitors work, evaluates performance, trains, counsels, coaches, and instructs employees to meet established goals and objectives; ensures staff adhere to established policies and procedures to remain compliant with local, state, and federal regulations.
- Manages and monitors financial activities of assigned budgets and oversees procurement activities to assure compliance with established policies, procedures, and processes; assures appropriate allocation of available resources; manages the collection, analysis, and presentation of project, operational, and financial data; manages grant application processes and prepares and presents proposals and various special and recurring reports and documents to provide timely and accurate information.
- Participates in meetings with City Council, regional organizations, community groups, and other agencies to ensure accurate and consistent communication of information; organizes, conducts, and participates in formal and informal meetings to promote a positive image of the City; participates on the CVB Advisory Board to keep members involved and informed of issues, define objectives, develop strategies, and coordinate activities.
- Analyzes issues and recommends and implements solutions within scope of authority; assures CVB programs and activities comply with applicable laws, policies, procedures, and regulations to meet established goals; reviews and approves project plans, requests for proposals, reports, and procedures and sets project priorities to ensure deadlines and performance standards are met.
- Interacts with customers to provide the appropriate level of response to inquiries, issues of concern, and requests for information, or explanation, regarding various services, processes, policies, and/or procedures.

MINIMUM QUALIFICATIONS:

Equivalent to a High School diploma AND seven (7) years of progressively responsible experience in sales, marketing, and event coordination in hospitality and/or tourism related industries. A combination of education, experience, and training may be applied in accordance with City of Las Cruces policy.

This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required. Page 1

Job Title: CVB Director

Class Code: C029

Licenses/Certification(s)

Valid driver's license is required. Position requires an acceptable driving record in accordance with City policy.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:

Considerable Knowledge of: principles, practices, techniques, activities, rules, and regulations related to the operations and functions of the services provided; principles and practices of legal, ethical, and professional rules of conduct and effective customer service and problem resolution techniques; occupational and environmental safety and health hazards, and safety practices; principles and practices of administrative management, including personnel rules, budgeting, cost accounting, strategic planning, and effective employee supervision, training, and development; methodologies, practices, and techniques of market research and analysis; principles of record keeping and records management; safe and effective use and maintenance of related tools and equipment; methods and standards for preparing business correspondence; business English, spelling, and grammar; basic and specialized personal computer applications; modern office practices and procedures; mathematical aptitude; City organization, operations, policies and procedures to effectively perform the required functions and duties of the position.

Ability to: perform a variety of duties and responsibilities timely and with accuracy to meet deadlines and to ensure achievement of goals and objectives; read, understand, interpret, and ensure compliance with a variety of policies, procedures, rules, and regulations governing related activities, programs, and functions; safely operate associated equipment and motor vehicles; navigate across even and uneven surfaces; perform technical reading and writing; communicate appropriately and effectively orally and in writing; use sound judgment in decision-making with routine operations and during emergencies; research and compile applicable information and maintain accurate records; prepare and present accurate and reliable reports containing findings and recommendations; review documents and extract relevant information; firmly and impartially supervise, coach, lead, and direct the activities of staff; establish and maintain effective and appropriate working relationships with employees, other agencies, and the public; use initiative and independent judgment within established procedural guidelines to successfully meet established goals and objectives.

Skills in: analyzing issues, evaluating alternatives, and making logical recommendations based on findings to address issues and/or improve services, procedures, policies, and methods; planning, recommending and implementing strategies and practices to ensure continued business relationships with customers; researching, interpreting and communicating policies, regulations, and procedures and information; using independent judgment and personal initiative; maintaining complete and accurate records; operating a personal computer with installed generic and specialized software; effectively managing and leading staff and delegating tasks; assessing and prioritizing multiple tasks, projects and demands.

Environmental Factors

Work is performed primarily in a standard office environment; travel to other facilities and locations involves exposure to all weather and traffic conditions.

Physical Factors

Light physical demands; mostly desk work, some lifting and carrying of files and reports. Frequent to constant use of a personal computer.

Work Situation Factors

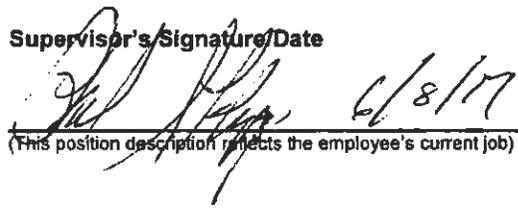
Position involves competing demands, performing multiple tasks, working to deadlines, occasional work beyond normal business hours, responding to customer issues, and traveling for various conferences and meetings. Regular attendance is an essential function of this job to ensure continuity of services. Position is subject to drug testing in accordance with applicable State and Federal regulations and City of Las Cruces policies.

Employee's Signature/Date

Supervisor's Signature/Date

(This position description accurately reflects my current job)

(This position description reflects the employee's current job)



REPORT OF THE AUDITOR GENERAL



CAYMAN ISLANDS

Summer 2001

Cayman Islands Audit Office

EXHIBIT 9

Summer 2001 Report

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PART I

Department of Tourism

Background Information

1.01 In my 1995 Report on the Department of Tourism (DoT), I mentioned that a Director of Tourism was appointed and additional specialist support staff engaged. In addition joint Government-private sector promotions were being undertaken, something that had not been done in the past. One of the main objectives at that time was to return strategic control to the Grand Cayman head office and to develop adequate management systems in all DoT's offices. The DoT is now in the process of recruiting a new Director of Tourism, and the Deputy Director, who recently joined the organisation, has vacated his post. In addition, the Director of Sales and Marketing for the US region has also left and a Caymanian has recently been appointed.

1.02 Strategic control, previously transferred to Grand Cayman office, seems to have shifted gradually back to the Miami Administration Office. A public relations audit was carried out on the DoT by a consultant. The consultant reported a communication breakdown between the key players in the DoT and friction between the Ministry, the DoT and the US Sales and Marketing office. Private sector partners have recently learned that the tourist arrival figures reported by the DoT since 1994 were overstated. The Department faces challenging times ahead, and with the slowing US economy in 2001, our main market is of major concern.

1.03 Policy and administrative responsibility for tourism is assigned to the Ministry of Tourism, Environment and Transport (the Ministry). The Department of Tourism (DoT) was established by the Tourism Law, 1974. DoT is the executive agency of government charged with the responsibility for the implementation of tourism policies established by the Government through the Ministry. The Department is responsible for the marketing of the Cayman Islands. Its mission is: *"To foster sustainable tourism development, which ensures a lasting high quality of life for all who live in and visit the Cayman Islands"*.



Location and Staffing

1.04 The main office for the Cayman Islands DoT is located in Grand Cayman and consists of six units, namely Marketing and Promotions, Tourism Development Services, Public Relations, Research and Statistics, Information Systems and Finance and Administration. The Department also has five regional offices and five resident representatives / sub offices in the United States and one regional office in the United Kingdom, plus representations in Canada, Germany, Italy, France, Argentina and Spain. The Department also had an office in Japan which was closed in 1998. Regional offices in the USA comprise Miami, Chicago, New York, Los Angeles and Houston; USA sub-offices are Tampa and Atlanta, Dallas, Boston and Baltimore and San Francisco (closed in 1998). There is also a London office. DoT also has representative offices in a number of countries.

1.05 The Department is headed by a Director of Tourism who reports directly to the Permanent Secretary, Ministry of Tourism, Environment and Transport. She is assisted by the Assistant Director Finance and Administration. The Director of Tourism was also assisted by the Assistant Director Marketing and Promotions. This post became vacant in March 2000. It was upgraded to Deputy Director of Tourism and was filled in January 2001. The new Deputy Director of Tourism resigned from the post in June 2001 and the post has been vacant since that date. The Department employs approximately 85 individuals, 30 in Grand Cayman and 55 in the overseas offices.

Administrative Control

1.06 The Miami Office serves as the administration centre for the U.S. sales offices and therefore handles all their administrative functions. Prior to May 1999 the heads of regional offices reported to the Assistant Director, Marketing and Promotions who in turn reported directly to the Director of Tourism in Grand Cayman. Advertising and public relations firms also reported direct to the Assistant Director, Marketing and Promotions at the Grand Cayman office. A new Director of Sales and Marketing was employed during 1998 for the US region and the Ministry delegated these functions to him. This post was vacant during the preceding two years. The Director of US Sales and Marketing resigned from this post in January 2001. This post was filled by a Caymanian in February 2001, but she has been working from the Grand Cayman office due to US immigration issues.



Expenditure Profile

1.07 The Department's cash operating expenses for 1999 and 2000 were \$20.6 million and \$21.6 million respectively. Budgeted 2001 expenditure is \$19.8 million, of which \$5.3 million was allocated to the overseas offices for operating expenses. In addition, the Miami Administration Office is in charge of the advertising budget of \$7.3 million.

Directive from the Ministry in 1999

1.08 In April 1999, the Ministry of Tourism decided that to provide for a more effective and efficient implementation of its policies, it was necessary to integrate the marketing, promotions, advertising and public relations activities of the Department world-wide. To achieve this, the Ministry developed ten objectives for the Department, two of which directly affect the relationship of the overseas offices with Grand Cayman:

- ◆ "The Ministry expects that the overseas senior managers in the USA, Canada and the UK & Europe would be given the freedom to direct the public relations and advertising programmes in their respective areas of responsibility."
- ◆ "The Ministry expects that Head Office in Grand Cayman would therefore concentrate on the global picture, leaving the details of each particular region to be managed by the respective senior manager, with them being held fully responsible and accountable to the Head Office."

1.09 The decentralisation of the marketing functions of the Department meant that the US Director effectively gained control over the advertising, collateral and photography budgets in addition to the funds in the budget for overseas operations. As a result, the US Director controlled a budget in excess of \$16 million since 1999. This control over the major part of the budget, coupled with the increased level of autonomy given to the US Director, has led to a gradual transfer of strategic control to the US Miami Administration office.

AUDIT FINDINGS

Financial

1.10 Government's tourism budget has increased from \$15.2m in 1995 to \$21.6m in 2000 an increase of 42% over that period. Approximately \$80 million of the past five



years budgets has been spent on advertising, collateral and overseas operations. Table 1 provides an analysis of expenditure for the period 1996 - 2000.

Table 1: Department of Tourism Expenditure 1996 - 2000

Year	Personal Emoluments \$	Overseas Operations \$	Advertising, Collateral & Photography \$	Other \$	Total \$
1996	830,838	6,122,721	8,187,215	1,671,503	16,812,277
1997	1,127,722	6,629,264	8,377,561	2,023,244	18,157,791
1998	1,114,552	6,979,664	8,725,794	2,186,215	19,006,225
1999	1,271,738	7,681,542	9,457,927	2,181,858	20,593,065
2000	<u>1,227,490</u>	<u>7,292,639</u>	<u>10,309,308</u>	<u>2,804,367</u>	<u>*21,633,804</u>
Total	5,572,340	34,705,830	45,057,805	10,867,187	96,203,162
%	6	36	47	11	100

* Includes unpaid invoices of \$1,862,974 as at 31.12.00

Tourism Policy Expired in 1999

1.11 The 1995 – 1999 tourism management policy document, which provided policies, strategies and implementation guidelines for the management of tourism in the Cayman Islands, expired in 1999. No new tourism management policy has been established. Therefore the Department has been operating for almost two years without a policy. In June 2001 the Ministry announced that they would be starting the development of a new medium-term tourism policy document.

The 1995 Auditor General Report

1.12 During our 1995 audit, we noted that the Department had been going through a period of change since the beginning of that year. The objectives then were to return strategic control to its Grand Cayman head office and to develop adequate management systems in both Grand Cayman and the regional offices. The 1995 audit revealed a number of general management issues, including:

- ◆ Only limited financial information is provided to legislators because the main expenditure categories (advertising, collateral and overseas operations) are disclosed as one line entries in both the annual budget and accounts;



- ◆ The Department was not able to produce several long term supplier contracts involving very large recurring expenditures;
- ◆ The Department has not developed a management information system and is unable to determine the actual cost of specific programmes or projects;
- ◆ The Department does not measure reliably the effectiveness of its advertising campaigns in qualitative and quantitative terms;
- ◆ Performance targets are not set for any of the regional offices. Outputs are not quantified.

1.13 Based on audit work carried out in 1999 and 2000 it was noted that the Department has made very little progress in addressing these issues.

1.14 Our current audit concentrated on the following areas of DoT operations:

- ◆ Tourist arrival numbers;
- ◆ The Argentina, Spain and Portugal markets
- ◆ Contract management;
- ◆ The Cayman Islands Reservation System (CIRS).
- ◆ In view of the effective transfer of controls of the advertising, collateral and photography budgets, we carried out a limited review of the financial and administrative functions of the Miami Administration office.
- ◆ We reviewed the operations of the Department of Tourism and looked at the effectiveness of its public relations and marketing and promotional activities.
- ◆ We also examined selected markets and the various tools being used to monitor and evaluate the performance of these markets. We also checked whether objectives are being met and the department is getting a positive return on its investments in these markets.

1.15 Departmental reports have already been issued with our suggestions for improvements.



Operations

Tourist Arrival Numbers

1.16 Tourism statistics are very important. Local business community and potential investors rely on this information for decision-making purposes. Statistics provide an indication of:

- ◆ the tourism industry's economic impact on the country;
- ◆ the impact on tourist accommodation tax;
- ◆ the effectiveness of the Department of Tourism advertising and promotional activities.

This last point is of special interest to legislators who vote large operating budgets for the Department each year. In April 2001 the Audit Office discovered that tourist arrival figures had been materially overstated since 1994, mainly through the misclassification of returning residents as tourists. Investigations revealed that management had been aware of the problem as early as 1997. According to DoT's explanations, management informed the Honourable Minister of Tourism of the misclassification error. Management was instructed to take no action. This direction appears to have been communicated orally, and neither management's representations nor the Minister's directions were recorded officially. Official tourism statistics are provided at **Table 2** and show both the original and amended figures following DoT's adjustments to exclude returning residents.

Table 2: Visitor Arrivals 1995 – 2000

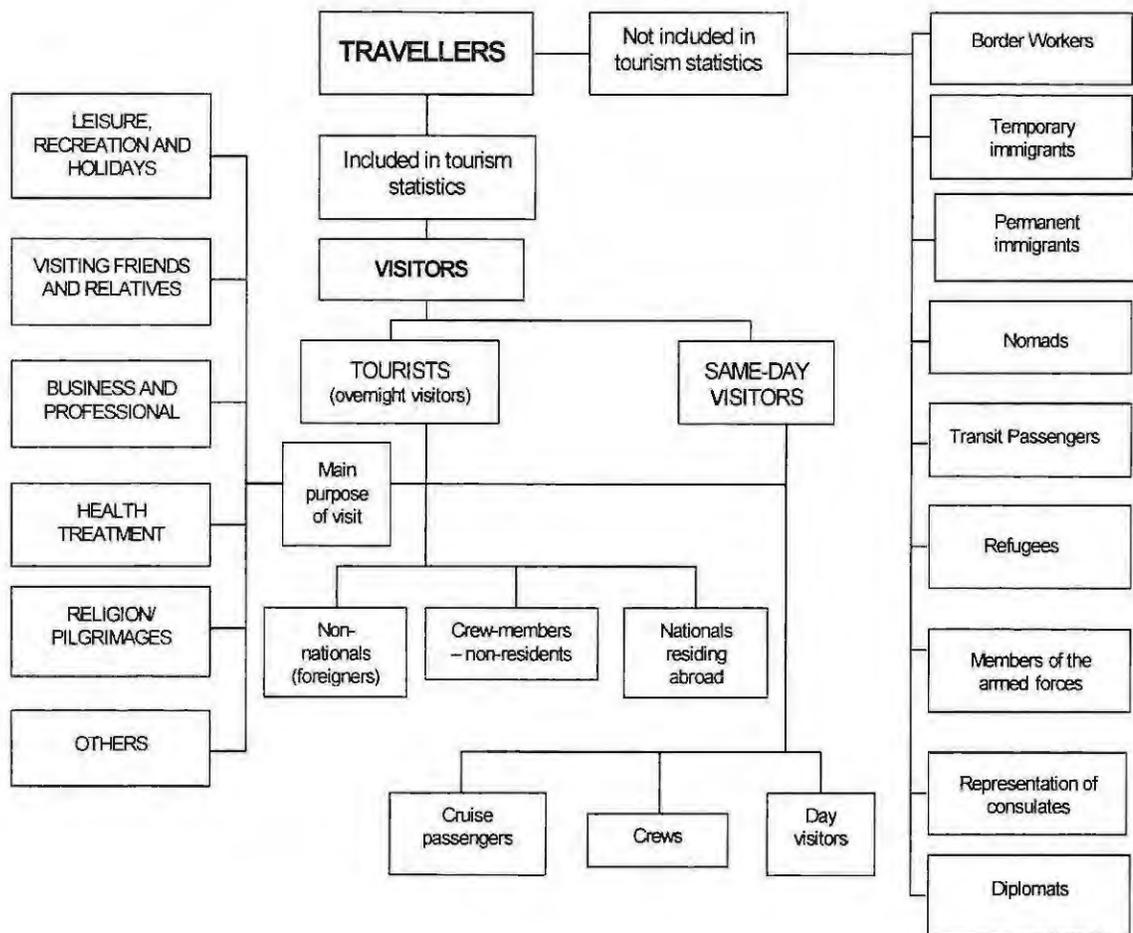
	1995	1996	1997	1998	1999	2000
Original	361,445	373,245	381,188	404,205	394,534	406,620
Revised	314,766	320,462	323,764	342,993	322,695	316,029
<i>Purpose of visit (revised figures)</i>						
Recreation / Pleasure	269,861	258,753	268,141	262,894	241,551	234,926
Business	10,416	11,817	10,956	10,403	10,715	11,462
Visiting Friends & Relatives	903	1,118	926	830	971	1,175
Other	632	832	933	1,502	1,660	1,353
Unknown	32,954	47,942	42,808	67,364	67,798	67,113



1.17 The World Tourism Organisation (WTO) defines tourism and tourist as follows (see Figure 1):

- ◆ *Tourism comprises the activities of persons travelling to and staying in places outside their usual environment for not more than one consecutive year for leisure, business and other purposes. Tourism is further broken down into three categories; internal tourism, national tourism and international tourism.*
- ◆ *"International visitor" describes any person who travels to country other than that in which he/she has his/her usual residence but outside his/her usual environment for a period not exceeding 12 months and whose main purpose of visit is other than the exercise of an activity remunerated from within the country visited.*

Figure 1: WTO Definition of Tourist



1.18 We took a closer look at the tourism statistics and noted the following:

- ◆ There have been long standing problems with the quality of the data captured through the Immigration system and passed over to DoT. This is attributable mainly to the fact that the Immigration database was designed to control the flow of people in and out of the Islands and not for tourism statistics purposes.
- ◆ Certain categories of air arrival such as returning residents, in transit passengers, persons on temporary work permits and person admitted for the purpose of taking up employment were incorrectly included in the tourist arrival figures.
- ◆ There were inaccuracies in the "purpose of visit" classification. Approximately 20% of visitors are disclosed as "unknown". For the last three years, there have been 67,000 arrivals each year whose stated purpose of visit is "unknown".
- ◆ There are a significant number of business visitors to the Islands each year. According to the official statistics, there were only 11,462 business visitors in 2000 (3.6% of arrivals). Anecdotal evidence suggests that many business visitors do not classify their purpose of visit accurately on the Immigration arrival document as this may cause work permit difficulties. We concluded that the number of business visitors reported could be materially understated.
- ◆ There are many work permit holders resident in the Islands who receive visits from friends and relatives. This type of visitor is not attracted by DoT marketing and promotion activities, but by the opportunity to enjoy a relatively inexpensive vacation in an exotic location. There is a category of visitor classification for those visiting friends and relatives (VFR). We are certain that this category has been grossly understated in the official arrival statistics. Only 1,175 persons (0.4% of tourists) were classified VFR for 2000. For example, Canada VFR for 2000 shows only 92 visitors. Through casual observation and local contacts, we know that many more than 92 visitors came from Canada in 2000 to visit their friends and relatives. We believe that a large percentage of the "unknown category" could be VFR. It is also possible that many VFR are classified as recreation / pleasure.
- ◆ As an example, almost all visitors from Jamaica and Honduras are regarded as VFR, yet only 3% are classified thus in the arrival statistics. Some 54% are shown as visiting for recreation / pleasure purposes, 6% for business and the remaining 36% as unknown or other. We concluded that it is likely that many visitors classified as "recreation / pleasure" may actually be VFR.

1.19 In the context of the DoT budget, in our opinion what is really relevant are persons staying in tourism accommodation (i.e. hotels, condos and guest-houses).



These are the visitors to whom DoT advertising and promotional activities are geared. They are also the visitors whose business has greatest economic impact on the Islands. In an attempt to address the overstated tourist arrival figures the Department of Tourism carried out extensive review of the data included in the database. Meetings were held with personnel from the DoT, Immigration Department, Computer Services and the Statistics Office, to discuss the tourism statistics problems and possible solutions. Observers from the Audit Office attended these meetings. It was agreed that the DoT accepts the World Tourism Organisation (WTO) definition of tourist as the standard which the Department will use to accumulate tourist arrival figures.

1.20 In a correspondence dated 23 July 2001 from the Director of Tourism, we were provided with the "corrected" tourist arrival figures for 2000. However, it was noted that a press release in the *Caymanian Compass* dated 16 August 2001 reported that the Department is still working on the 2000 arrival figures. It is expected that the figures will be corrected back to 1994. The result is that visitor numbers from 1994 – 2000 are likely to increase significantly. In our opinion, reviewing DoT budgets and expenditures against "headline" (i.e. total visitors as per the WTO definition) is not necessarily a relevant indication of programme effectiveness. We feel that tourist arrival statistics could be complemented by disclosure of visitors who stayed in tourist accommodation. This would provide stakeholders with more relevant and reliable information. This has been suggested to the DoT, but the Department seems reluctant to adopt our recommendation. The Audit Office has not performed any audit tests on any versions released of tourist arrival figures and does not attest to their accuracy.

Cost Comparison with Other Caribbean Destinations

1.21 It should be borne in mind that all visitor arrival costings disclosed in this report are based on headline (i.e. total) visitors, which includes business, VFR and unknown classifications. Unit costs of attracting visitors residing in tourist accommodation cannot be determined. Our review of the cost per visitor for the last five years showed a continuous increase. We also compared Cayman Islands cost per visitor to other Caribbean destinations and it was noted that except for Bermuda, Cayman Islands showed the highest cost per visitor in the region.¹ **Table 3** provides analysis of the Cayman Islands visitor arrivals, expenditure and cost per visitor 1996 to 2000. This is graphically represented in **Figure 2**.

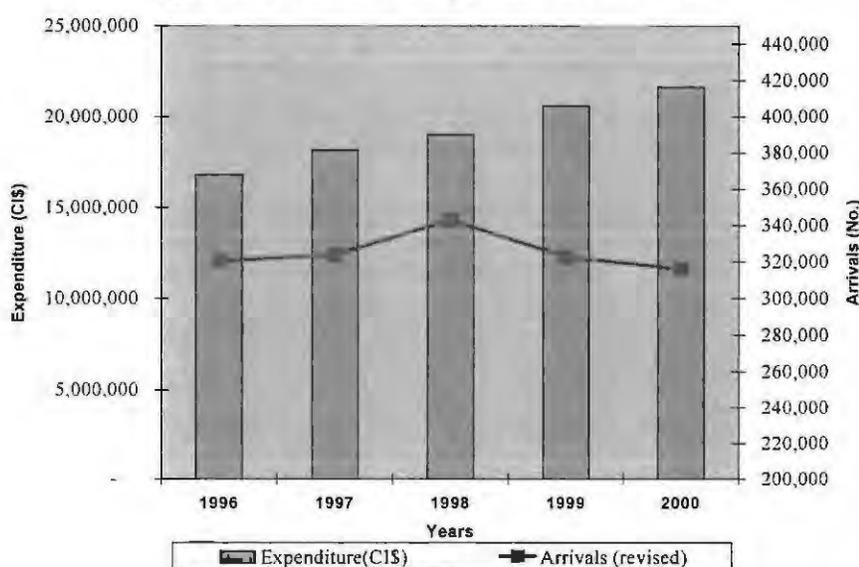
¹ Information obtained from the Caribbean Tourism Organisation annual book



Table 3: Cost per Visitor 1996 - 2000

	1996	1997	1998	1999	2000
Expenditure (CI\$)	16,812,277	18,157,791	19,006,225	20,593,065	21,633,804
Arrivals (revised)	320,462	323,764	342,993	322,695	316,029
Cost per visitor (CI\$)	52.46	56.08	55.41	63.82	68.46

Figure 2: Arrivals vs Expenditure 1996 - 2000



Measuring and Evaluating Performance

1.22 The Department of Tourism does not know how much it is actually spending in the various markets. In most instances only budgeted expenditures were available for the various markets. There was no evidence to support that:

- ◆ actual expenditure was compared to the budgeted expenditure and satisfactory explanation obtained for any variances;
- ◆ the Department compared expenditure to results, (i.e. visitor arrivals) to determine the effectiveness of the public relations, marketing and promotional efforts; and
- ◆ contractors and projects are appraised to ensure that the Department is obtaining a positive return on its investments.



1.23 There was also no evidence to support that actual activities were compared to planned activities and explanations provided for any deviations. Specific objectives must be clearly identified and adequate performance measures developed against which results can be measured. The objectives and measures must be clearly identified in planning documents to improve awareness of these.

Audit Findings on Selected Markets Reviewed

Argentina Market

1.24 DoT entered the Argentina market in October 1998, following the closure of the Japanese office in the early part of 1998. A company located in Buenos Aires, Argentina, currently represents the DoT.

1.25 The DoT's decision to enter the Argentina market was described by an internal document as being "speculative" in nature. We agree with this assessment based on the available evidence at that time and at present. The negative factors in the preliminary study that was carried out prior to DoT entering this market heavily outweighed the positive factors. As a result, we are not certain of the justification for entering this market.

(a) Feasibility study

1.26 A proper feasibility study was not done on Argentina prior to the DoT entering into this market. Audit work performed revealed that a study was done in 1997 on the Argentina's economy. However the study did not include any forecast information or compelling reasons why the DoT should enter this market. The report should have included information such as forecast tourist arrivals, the level of public relations and marketing and promotional expenditure required to attract the target visitors and the expected return on this investment in the short, medium and long term. The negative points highlighted in the study should have sent clear warning signals to management on the risks in this market.

1.27 Some of the main points noted in the Argentina study are as follows:

- ◆ The Argentine average household income is lower than that of the DoT target visitor. Note - Average Argentine international traveller makes only about US\$80,000 per household compared to the US\$116,000 Cayman Islands visitor average.
- ◆ Water-sports activities are not as highly sought.



- ◆ North American metropolitan shopping and services are in high demand.
- ◆ Labour statistics showed that the unemployment rate is high (about 35% of the civilian workforce is unemployed).

1.28 The study concluded that, attracting a major Argentine visitor base is speculative. Given the above negative factors on Argentina, this market does not seem to fit into the DoT overall marketing plan.

1.29 Representations made by the Director of Tourism indicated that the Department was merely executing a directive from the Ministry. It was also noted that the Ministry finalised its position to enter this market based on the 1997 study and a visit made to Buenos Aires by senior government officials.

(b) Violation of FSR

1.30 On 28 September 1998 the DoT entered into a contractual agreement with an agency for the provision of tourism, marketing & promotion and public relations services for the Cayman Islands. The initial contract was for a twelve months period with a value of US\$96,000 for agency fees, plus budget allocation for recurrent expenditure. There was no evidence to support that the contract was awarded by a Departmental Tender Committee per FSR 8.4.1. It was also noted that the contract was renewed on two occasions, although no appraisal of the contractor's performance was done.

1.31 Representation obtained from the Director of Tourism indicated that the representative agency was identified to the Department by the Ministry. There was no evidence to indicate that tenders were sent to other agencies or that other agencies had submitted bids for this contract.

1.32 No valid explanation was obtained from the Director of Tourism as to the reason why performance appraisals were not done on this contractor prior to the renewal of the contract.

1.33 As a result of the above we were unable to determine whether good value for money was obtained by the DoT on this contract arrangement.

(c) Low Visitor arrivals and High Cost of Attracting Visitors

1.34 Despite the DoT presence in the Argentina market for over two years, visitor arrivals seem to be relatively low. Our review of visitor arrivals from this region for the period 1997 to 2000 revealed that except for 1997, which had visitor arrivals of 534 visitors, annual air arrivals from this region ranged between 426 and 498 per



annum. It should be noted that although DoT had no representation in 1997, visitor arrivals for that year was significantly higher than subsequent years, despite investments by the DoT of over US\$785,000 in this market.

1.35 A profile on the visitors from this region indicated that there was a continuous decline in the number of visitors who came to the Islands for recreation / pleasure. The percentage of visitors who came to the Islands for recreation / pleasure for 1997, 1998, 1999 and 2000 were 88%, 76%, 70% and 66% respectively. It must be noted that statistical information obtained from the DoT shows a large percentage of purpose of visitor arrival as "unknown". There is a strong possibility that some of the visitors included in the unknown category were here for business or VFR. **Table 4** provides an analysis of Argentina visitors and expenditure 1997 to 2000.

Table 4: Visitor Arrival 1997 – 2000 from Argentina

Years	1997	1998	1999	2000
Total number of visitors to the Islands	534	426	498	493
Direct Cost of attracting visitors (US\$)	\$0	\$82,857*	\$346,000**	\$356,030**
Average cost per visitors (US\$)	\$0	\$194	\$695	\$722

* Actual expenditure

** Budget expenditure (DoT unable to provide actual cost)

Note:

The cost disclosed above excludes indirect costs incurred by the Miami Administration Office and the GCM Office. Arrivals includes recreation / pleasure, business, VFR and unknown.

1.36 Our review of the direct cost of attracting visitors to the Islands reveals that the Department has spent approximately US\$785,000 on this market, during the period October 1998 to December 2000. The Department has also budgeted a further US\$238,000 for 2001. The steadily increasing expenditure in this market coupled with decreasing visitor arrivals has resulted in an extremely high unit cost per visitor, over 10 times the average.

(d) Marketing challenges

1.37 The DoT faces the following challenges in marketing its products in this region:

- ◆ There are no direct flights from Argentina to the Cayman Islands. Most Argentine visitors are connected through Miami and the flying time from Argentina to



Miami is over 8 hours;

- ◆ Argentina's official language is Spanish hence there is a tendency for them to visit other Spanish speaking destinations rather than English speaking destinations;
- ◆ The Cayman Islands is considered a very expensive destination by the Argentines. A vacation package from Argentina to the Cayman Islands is almost twice the cost of visiting other Caribbean destinations, such as St. Marten, Aruba, Cuba and Cancun (Mexico); and
- ◆ Water-sports activities are not high on the Argentines agenda.

(e) Lack of Monitoring Tools

1.38 We reviewed various reports prepared for this region and noted that the reports did not address the performance of this region. Most of the reports merely listed the activities performed throughout the period. For example, there was no report which compared actual results against planned activities with satisfactory explanation for any deviations.

1.39 Except for a business plan that was prepared by the agency for 2001, there were no evidence of any reports, which analysed the current status of the market, opportunities and challenges facing the market, future prospect of the market and the planned strategies for achieving the desired results. Enquiries made with the Director of Tourism revealed that the Department did not take short term or long term objectives into consideration since it was the decision of the Ministry rather than the DoT to enter this market. The Director also pointed out that since no clear targets were set from commencement of the contract arrangement or thereafter, monitoring could not be carried out.

(f) Economic outlook for Argentina

1.40 Information obtained from the *Wall Street Journal* in July 2001 indicated that Argentina is struggling to emerge from a three-year recession. Argentina's debt is over \$130 billion. Argentina's troubles have cast a pall on regional markets and currencies.

1.41 It was noted that the country is highly indebted. Its inflation rate and unemployment rate is very high. At 1998, 36% of the population was estimated to be below the poverty line. In 1997, the average monthly remuneration was US\$920 (US\$11,040 per annum).

1.42 Based on the above news item and research information obtained from the World Fact-book 2000 on the Argentina's economy, this market does not seem to fit into the overall strategic plan of the DoT. Given the low visitors arrivals from the



Argentina market to date, coupled with the challenges facing this region, we suggest that DoT should re-assess their position and determine whether this risk is acceptable and in line with their longer term strategic plan.

(g) Information obtained from the DoT

1.43 During the audit we were unable to obtain certain information from the marketing and the accounting units. Consequently a formal request was submitted to the Director of Tourism to provide information. Our questions and DoT responses are reproduced below as they shed fresh light on the commercial rationale for DoT's involvement in this market.

Question 1: Why did the DoT decide to enter the Argentina market?

Response 1: *The Department acted on a directive from the Ministry of Tourism to open a representative agency in that market. It was also identified to the Department the agency selected to represent Cayman Islands.*

Question 2: Why Argentina (which is a Spanish speaking country) and not another country?

Response 2: *The department was not privy to that information.*

Question 3: Was a feasibility study done?

Response 3: *A paper was prepared for the Ministry. This paper reflected research as well as encompassed the visit which was made to Buenos Aires that finalised the position of the Ministry on this market. Given that the Department was executing a directive one should not refer to the paper attached as a feasibility study*

Question 4: What are the objectives (i.e. both long term and short term) that were set for this market? Were the objectives for 1999 and 2000 met? How has the performance to date affected the long-term objectives of this market?

Response 4: *The paper contains the various views of the Ministry, which was the basis for the paper. Given the nature of how the Department came to enter the market it would follow that short and long term objectives as such were not taken into consideration. The express view for the market was that moderate increases in visitor arrivals would be an indication of value of the market to the destination.*

Question 5: Who currently monitors actual results against objectives / targets, to ensure that they are being met? Can we obtain copies of these variance reports?

Response 5: *Given that no clear targets were set as such it would be incorrect to suggest that monitoring can then be carried out.*



Question 6: What are the future plans of both the DoT and Argentina representatives to attract increased number of visitors to the Islands?

Response 6: *At this juncture, the current Ministry has approved a comprehensive review of DoT's operations, which includes the matter of market diversification. In the context of the review process, the return on investment from the various markets will be critically examined and a comprehensive report provided to the Ministry for consideration. Specific to this audit, one of the first markets that will be analysed will be Argentina. The Department cannot automatically withdraw from a market or decide on its own to enter a new market. What the Department can do is based on the direction of the Ministry for Tourism. At this juncture, the opportunity has been given to the Department to offer its views on the performance of each market with resulting recommendations. This will be done.*

Question 7: Is there forecast information available on tourist arrivals for this market?

Response 7: *Yes*

Question 8: Did the DoT complete a performance appraisal for Argentina prior to the renewal of the contract?

Response 8: *No. For the reasons stated in # 6 above. The authority to do a comprehensive review was given by the current Minister. That being the case, the authority did not imply that the Department would simply cease operation of this market's activity until the review was complete and forwarded to the Ministry. Post review by the Ministry and further direction issued to the Department, then and only then can the Department take action to make changes to withdraw or otherwise from this or any market in which the Government now has a representative agency. The Department did not have the authority to investigate any markets during 2000.*

Question 9: Did the DoT put the Argentina contract out to tender in 2000, prior to the renewal of their contract? If not, what were the compelling reasons for not doing this?

Response 9: *This question can be answered by review of both # 6 and # 8.*

Question 10: DoT recently signed another contract with the representative, which indicates that Government is still interested in this market. What are some of the factors that were considered in arriving at this decision?

Response 10: *Please see answers in # 6 and # 8.*

1.44 We found the response to some of these questions alarming. It is unfortunate that the Department/Ministry made such substantial financial investment in this



market without proper feasibility study, clear documentation of the reasons for entering this market and the long term and short term objectives set for this market. Notwithstanding, this does not preclude the Department from monitoring the performance of this market. This market is financed from the DoT budget. Thus the DoT has a responsibility to ensure that public moneys is spent with due regard to securing value for money.

Spain and Portugal Market

(a) Performance of the Spain and Portugal Market

1.45 The DoT entered this market in September 1994. Based on forecasts, it was expected that visitor arrivals from this market within the first three years of representation, (that is, by 1998) would be 5,000 visitors per annum. Our review of visitor arrivals from Spain and Portugal over the seven-year period 1994 to 2000 revealed that actual arrivals were well below forecasts. Total visitor arrivals during the past seven years were 3,736 passengers, which is significantly lower than the target arrivals for 1998 (11.9%). Except for 1994, when the department had representation for only four months and 1997, visitor arrivals during the seven-year period ranged between 464 and 606. It was also noted that visitor arrivals showed a continuous decline since 1997. **Table 5** provides an analysis of visitor arrivals, expenditure and cost per visitor. Despite the relatively poor performance of this market the Department continues to invest there.

Table 5: Spain and Portugal Visitor Arrivals for 1994 to 2000:

	1994	1995	1996	1997	1998	1999	2000	Total
Spain	241	401	492	598	470	467	391	3,060
Portugal	<u>43</u>	<u>63</u>	<u>114</u>	<u>140</u>	<u>126</u>	<u>92</u>	<u>98</u>	<u>676</u>
Total	<u>284</u>	<u>464</u>	<u>606</u>	<u>738</u>	<u>596</u>	<u>559</u>	<u>489</u>	<u>3,736</u>
Expenditure (US\$)	*N/A	*N/A	*N/A	154,345	240,240	326,353	339,263	1,060,201
Cost (US\$) per Visitor				209	403	584	694	

* The audit looked at expenditure incurred in the last four years i.e. 1997 to 2000

(b) Cost per visitor

1.46 We reviewed the DoT budget allocation to the Spain and Portugal market and computed how much it cost the Department to attract a visitor from this market. It was



noted that despite the continuous decline in air arrival in the last four years, as noted above, the budget allocation for this market reflects continuous increases. This resulted in significant increases in the cost per visitor during this period i.e. from US\$209 in 1997 to US\$694 in 2000. The DoT should review the targets set and results achieved to date and determine in a timely manner, the best course of action to obtain value for money.

(c) Performance Appraisal

1.47 The "brief for Representation in Spain" prepared in 1993 / 1994 made specific mention that an initial contract would be for four months (i.e. 1st September 1994 to 31st December 1994). This would be used as a trial period. From 1st January 1995 an annual contract would be issued following satisfactory progress. The initial contract was awarded to the current representative agency in September 1994. This agency has had seven contract renewals since that date. However there was no evidence to support that appraisals were done prior to the renewal of the contracts. Despite the steady decline in tourist arrivals and increase in expenditures in this market, the DoT did not consider it necessary to appraise the performance of the agency or to place this contract out for tender.

Administration

1.48 We examined the procurement of goods and services and the awarding of contracts to determine whether the department complied with FSR and if activities were carried out efficiently, economically and effectively, thus realising value for money. The main findings are as follows:

Contracts

1.49 Our review of awarding contracts revealed that most of them violated FSR 8.4.1 and FSR 8.11.1. FSR 8.4.1 clearly states that the following tender committees should consider tenders for Government supplies, works and services:

- ◆ *For contracts estimated to cost not more than \$100,000, a Departmental Tender Committee comprising the controlling officer as chairman and two other officers of the Department or office appointed by him / her.*
- ◆ *For contracts estimated to cost more than \$100,000, a Central Tender Committee comprising the Deputy Financial Secretary as chairman and such other persons as may be appointed by the Financial Secretary.*



- ◆ FSR 8.11.1 states: “*Except where a standard form of contract, which has been previously agreed by the Attorney General, is used, all contracts involving a consideration of \$100,000 or above will be referred to the Attorney General for legal clearance.*”

1.50 In an effort to quantify the number of contracts, which violated FRS 8, contract questionnaires for payments in excess of \$10,000 made in 1998 and 1999 were sent to the Grand Cayman and Miami Administration Offices for them to complete and return to the Audit Office. Information included on the contract questionnaire included name of the supplier, description of goods / services supplied, whether or not there is a signed contract, number of competitive quotes obtained and date of commencement of business relationship.

Grand Cayman Office

1.51 Completed contract questionnaires obtained from the DoT GCM Office and the Miami Administration Office were summarised and analysed. Payments to 50 suppliers totalling \$10,541,500 were included on the 1999 questionnaire. Of the 50 payments:

- ◆ 37 contracts valuing \$2,008,717 indicated that there were no signed contracts; 13 indicated that there were signed contracts; and
- ◆ of the 13 signed contracts, none indicated that competitive quotes had been obtained or that the contracts were vetted by the Legal Department.

Payments to 44 suppliers totalling \$9,742,647 were included on the 1998 questionnaire. Of the 44 payments:

- ◆ 30 contracts valuing \$1,835,406 indicated that there were no signed contracts and 14 indicated that there were signed contracts; and
- ◆ of the 14 signed contracts, none indicated that competitive quotes were obtained or that the contracts were vetted by the Legal Department.

Miami Administration Office

1.52 Payments to 67 suppliers totalling \$3,132,619 were included on the 1998 & 1999 questionnaire. Of the 67 suppliers:

- ◆ 19 contracts valuing \$1,028,721 indicated that there were no signed contracts and 48 indicated that there were signed contracts; and
- ◆ of the 48 signed contracts, 7 indicated that competitive quotes were obtained and 3 indicated that the contracts were vetted by the Legal Department.



These results clearly indicate that the Department is not properly managing contracts. Detailed audit work was carried out on selected contracts in order to examine the effect poor contract management has had on the Department. Contracts examined are as follows:

The Fulfilment Contract

1.53 The Department of Tourism entered into a contractual agreement with Berkshire Information Systems in February 1999 for the provision of fulfilment services that were previously done in house. The contractor's remuneration is based on the quantity of collateral shipped. The contract in question does not have a specific dollar value attached to it. Instead it makes reference to the unit cost of providing the various fulfilment functions. The total cost for a particular year or month is therefore dependent on the quantity of materials being fulfilled. The contract also has no duration period hence this contractor could provide this service indefinitely.

1.54 The supplier was not selected through normal competitive tender process. Instead the assistant manager for finance and administration and the senior support analyst of the Miami office were sent to assess the suitability of a few fulfilment centres and reported back to the Director of US Sales and Marketing. The report does not discuss comparative costs, but rather the ability of the selected supplier to provide an effective service.

1.55 Requests for collateral material are usually received by the contractor from regional sales and district offices, consumers and other persons requiring information about the Cayman Islands. Currently there is no system in place to control the recipients or quantity of collateral shipped. Instead collateral materials are despatched based on requests made by these offices / persons.

1.56 We were unable to determine whether amounts billed by the contractor are reasonable and consistent with contractual terms. Audit tests carried out revealed that rates per the contract differed from what was billed. For example, the contract made specific reference to the three types of kits to be distributed, i.e. kit # 1, 2, & 3, however kits # 5, 6, 7, 8, 9 & 10 were also evident on the contractor's invoices paid by the DoT. Efforts to test whether or not quantities billed by the contractor were actually fulfilled proved futile, as there were no reports or other supporting documents available to substantiate this. According to the former US Director of Sales and Marketing, "we just have to take their word for it".

1.57 Representation obtained from the Director of Tourism in 2000, indicate that the initial contract was in response to a crisis situation. This arose because the



organisation had no storage for collateral materials for its offices. The Director also pointed out that the contract was meant to be a short-term solution. Once the service was operational, a review was to be carried out to determine best practice approaches and whether or not the Department should continue with a turnkey fulfilment service. There is no evidence to indicate that the Department has taken steps to review or address these issues.

1.58 There is some evidence of escalating cost of providing this service. Billings for the first nine months of service cost US\$172,872 (approximately US\$19,000 per month). Costs for the following 17 months amounted to US\$500,167 (average \$29,000 per month). Payments made to the contractor during the period February 1999 to March 2001 totalled US\$673,039. Subsequent to the audit, it was noted that other US locations are using the services of the fulfilment supplier. This was not disclosed to us either during the audit or during exit meetings. It was also noted that some in-house fulfilment personnel remain employed by DoT. We are unable to determine whether DoT is receiving value for money for this service and whether the service could be provided more economically, either through competitive bid or by in-house service.

The Romance Brochure Contract

1.59 This project involves the design and printing of brochures promoting Cayman Islands as a marriage / honeymoon destination. Separate contractors provided design services and arranged for printing. The proposal was not referred to the Central Tender Committee as stipulated by FSR 8.4.1(b). The approximate cost to date for this project is US\$197,000, comprising concept and photo shoot US\$40,394 and printing US\$156,735. Management must have been aware that the total cost would have exceeded CI\$100,000, thus requiring this proposal to be approved by the CTC.

1.60 Based on audit work carried out, there was no evidence to indicate that design contractor was competitively selected. DoT only invited one supplier to prepare a proposal. Other suppliers were therefore not given an opportunity to bid on this contract. The Director of Tourism commented that the proposal submitted by the contractor was discussed with the Ministry who agreed that the contract be awarded without competition.

The Concept and Photo Shoot Contract Was Awarded to a Related Party

1.61 The principal and owner of the contractor is the spouse of the former Director of US Sales and Marketing. Despite this relationship, the DoT entered into a contractual agreement for the production of the honeymoon and romance brochure.



These brochures were designed to target visitors in the US market. The Director of US Sales and Marketing is in charge of this region. In addition, the US Director seems to have been directly involved in the project from its initiation through to completion. We feel that this arrangement may have violated General Orders Chapter 9 Section 6 (C) 2 – 3 which covers activities which may conflict with official duties or place an officer, or give the appearance of placing an officer, in a position to use his official appointment for private benefit. DoT officials have commented that it is not clear whether DoT overseas staff are specifically covered by GOs. In our opinion, DoT must ensure that any future involvement of any related party in a commercial contract is avoided wherever possible.

The Contract Document Could Not Be Located

1.62 The contract for the Honeymoon & Romance Brochure was not available for inspection by the audit office. We were unable to confirm from the Director of Tourism and the Finance and Administration Manager at the Miami Administration Office whether or not a formal signed contract was prepared. Efforts made by the Audit Office to obtain a copy of the signed contract from both the Miami Administration Office and the GCM office as well as San Filippo Marketing Office proved futile. The original contract was also not at the Treasury Department as required by FSR 8.11.5. We believe that there may not have been a formal contract document. As a result we were unable to determine:

- ◆ the cost that was agreed by both parties for this project,
- ◆ payment terms,
- ◆ delivery dates, and
- ◆ other cost components of the project such as shipping and handling.

1.63 This resulted in a scope limitation to our audit work since we could only rely on representations from management.

Preferential Payments were made to the Contractor

1.64 The imprest system was set up at the various overseas offices to facilitate the payment of recurrent operating expenditures, such as utilities, rent, travelling and subsistence. Payment for advertising and promotions, public relations and other marketing related expenditure are paid directly by the DOT Head Office in GCM. During our review of payments made relating to the honeymoon & romance project we identified two payments to the contractor totalling US\$140,872.94 which were



made from the Miami Administration imprest account. These two payments for \$70,091.97 and \$70,780.97 were made within one and three days of the invoice date respectively. The US Director of Sales and Marketing approved these invoices for payment in both cases.

1.65 The contractor seems to have been given preferential treatment and this led to severe cash flow problems for the Miami Administration Office as their imprest float is only US\$180,000. This resulted in significant delays in the payment of other essential expenses.

Contract Payment Terms and Delivery Dates Could Not Be Determined

1.66 We were unable to determine the payment terms and delivery dates of the brochures due to the lack of the contract as noted above. However it was noted that the full cost of printing the brochures was paid months before any of the brochures were delivered. The two payments of \$70,092 and \$70,781 were made to the contractor on April 23, 1999 and June 18, 1999, respectively for the printing of 350,000 brochures. However the first delivery of brochures took place on July 27, 1999 and only 10% of the total brochures paid for were delivered on this date. While it may seem reasonable to pay some of the cost of producing the brochure in advance, the fact remains that all costs of production were paid for at least one month before actual delivery of the first set of brochures.

1.67 The absence of the contract as noted above has also compounded our inability to determine the final project cost.

Payment of US\$40,394 Was Made Based on Estimates

1.68 Two amounts of US\$20,197 each were paid in June and November 1998 based on estimated amounts to the contractor. These payments related to deposits for photo shoot and brochure production. As mentioned earlier the first set of brochures were not delivered until July 1999. Again, while it may be reasonable to make a 50% advance payment, the final amount should have been paid when the brochures were delivered. The contractor did not send in the final billing with the supporting documents for this expenditure and DOT in any event, did not request these.

1.69 The contractor in his estimate submission had suggested a reduction of between 25 - 30 % on the budgeted photo shoot expenditure of US\$31,394. It is possible that DoT could have saved approximately US\$7,800 had this matter been followed up.



Department Unable to Produce Three Bids Reportedly Obtained for the Printing of the Brochures

1.70 A printing company selected by the contractor carried out the printing of the brochures. It seems that DoT requested competitive bids for this part of the project and the lowest bid was selected. The US Director claims that three bids were indeed obtained and sent to the DoT in Grand Cayman but this could not be corroborated with Grand Cayman employees. Despite repeated requests by the Audit Office, the contractor was unable or unwilling to produce copies of the other bids. The Miami administration office has tried to follow this up and obtain copies of the reported bid documentation. However the contractor has not co-operated and the selected printer (sub-contractor) declined to assist DoT Miami. Once again we were unable to conclude whether the Government obtained value for money. We are concerned that the lack of co-operation from the contractor and supplier may be indicative of a more serious irregularity.

The DoT May Have Been Overcharged US\$7,674

1.71 The total amount DoT paid the contractor for printing and folding the brochures was US\$151,372.94. Our examination of the photocopied invoice from the printing company (sub-contractor) revealed that sales tax of US\$7,673.94 was not included. In fact the sales tax was stated as nil. However, the main contractor included the sales tax amount in his total billings to DoT. The amount of US\$151,372.94 was approved by the US Director and paid through the Miami office based on estimates. The contractor failed to send the final invoices and the relevant supporting documents to the DoT.

Brochures Delivered

1.72 The DOT Miami Office could not confirm that all 350,000 Brochures were actually delivered. When we first tried to determine the total amount of brochures delivered by the contractor it seemed that a large quantity of brochures could not be accounted for. However upon further investigation by the Miami office it was discovered that approximately 39,000 brochures were received by the fulfilment centre but not recorded by them in error. The Miami Office comments that only 2,416 brochures cannot be accounted for which in their opinion is negligible.

1.73 The printing company completed the brochures since June 1999. However it seems that the main contractor needed to fold the flaps of these brochures, which cost DoT an additional US\$10,500. (This is one of the reasons we have required to scrutinise both the original bid documents and the sub-contractor invoices). The



brochures were shipped during the months of July to September 1999 once the folding was completed. Manual folding of the brochures seems odd to say the least. It does seem that had the printing company done the folding (at the same cost) then the entire job would have been completed much earlier and fewer shipments made to the fulfilment centre.

Quantity of Brochures Produced Seem to be Excessive

1.74 A total of 350,000 brochures were produced and delivery started since July 1999. As at March 2000 only approximately 37,000 brochures were distributed to potential visitors. Based on this distribution rate these brochures are expected to last over 5 years, a life for which they are not intended. Should the marriage licence fee change, this will most likely render these brochures obsolete.

Conclusions

1.75 This audit took much longer to complete due to absence of the contract, bids and other supporting documents. No-one in the Miami or the Grand Cayman offices monitored total funds spent on this project. Goods received were also not properly recorded and tracked. It appears that most aspects of this contract arrangement were left in the hands of the US Director, a related party.

Magazine Advertising Contract

1.76 The DOT Miami Administration Office entered into a contractual agreement with a magazine publisher in December 1998 for the provision of the "Seminars in Print" series program. The total cost of this contract is US\$240,000 net (US\$282,353 gross).

- ◆ This contract was not referred to the Central Tenders Committee as stipulated by FSR 8.4.1. The Director of US Sales and Marketing signed the contract and only a verbal approval was given by the Director of Tourism. The contract had only one signature. Note that this contract was not signed by the magazine publisher, the other contracting party, and it had no definition nor warranty sections. Also, no term, duration, exclusion and termination clauses were noted in the contract.
- ◆ This was basically a one page document, which was not passed to the Legal Department for clearance, again in violation/breach of FSR 8.11.1

It is difficult to determine whether value for money was obtained in this instance.



Co-operative Advertising Arrangement

1.77 It was drawn to our attention that the DoT reimbursed a local hotel operator CI\$89,317 between 1997 and 1999 for television advertising for charter flights. Audit investigations revealed the following:

- ◆ There was no contract or written agreement for this on-going support to a private sector hotel operator.
- ◆ Enquiries revealed that this verbal arrangement was agreed at ministerial level between the former Minister of Tourism and the beneficiary. It was noted that the Director of Tourism had no knowledge of the arrangement and was not involved.
- ◆ Correspondence refers to an agreement to reimburse 50% of the television advertising in 1998 and 1999.
- ◆ Proper invoices were not submitted to the DoT. Instead payments were made based on letters from the charter flight operator, supported by copy TV advertising invoices. The letters sent indicated that the DoT should pay 50%. However it was noted that the DoT paid 100%. As a result, there is a possibility that there may have been an overpayment of CI\$40,470.
- ◆ Directions to the Director of Tourism and from the Director to the accounting staff were vague and it was not made clear what amount should actually be reimbursed to the operator.

1.78 There appears to be a further verbal commitment from the Minister to reimburse the tour operator up to \$50,000 for outdoor advertising for the year 2000. A reimbursement claim for \$39,270 was presented to the DoT in August 2000 but as far as we could ascertain this has not been paid. The Director of Tourism stated that she was not aware of the plan nor of the expected outcomes of this arrangement.

Effectiveness of the DoT Public Relations

1.79 In 1999 Thomas L. Harris & Company, a public relations consultant, was hired by the DoT to conduct an audit / review of its public relations program. The main findings that came out of the audit were as follows.

The Results of the Interview Process

1.80 In conducting the review meetings and telephone interviews were held with various senior officials from both the Ministry of Tourism and the Department of Tourism. Results of the interview process revealed:



- i. Communication break-down between key players has undermined the effectiveness of the public relations program.
- ii. Failure to communicate has led to a self-destructive failure to co-operate.
- iii. Friction between the Ministry, the DoT and the US Sales and Marketing office are apparent.
- iv. There is far too much talk about personalities, roles and turf and far too little about results.
- v. Highly emotional language abounds.
- vi. Mutual recriminations exist over lapses in handling of visiting journalists.
- vii. A journalist told the DoT PR Manager that the reputation of the Cayman Islands is being tarnished by the representation they are receiving from the Department's existing PR agency. In addition, the agency is not familiar with travel PR.
- viii. A major problem is an unworkable organisation chart which finds the PR agency reporting to the US Sales and Marketing Director rather than DoT Head Office.
- ix. Both the DoT and the US office report missed deadlines, missed opportunities, inaction, lack of responsiveness, requests ignored or delayed and calls not returned.
- x. No effort has been made to bring the advertising agencies and the public relations firms together to achieve the benefits of integration.
- xi. Cayman Islands tourism is not realising the benefits of scale and cost savings in developing global materials that can be adapted locally.
- xii. The absence of a full service PR agency has delayed the development of a much needed crisis communication plan.
- xiii. The open conflict between the US office and the DoT has seriously affected morale in the head office.

Evaluation of Current Public Relations Activities

1.81 The main findings were:

- i. Visits by important journalist declined in 1999.
- ii. The 1999 clip book prepared by the PR agency is poorly organised and difficult to evaluate. The clipboard appeared to be padded with lengthy stories which merely mention the Cayman Islands. Also, negative articles were included without explanation.



- iii. Some stories were unlabeled, others lacked circulation figures.
- iv. In conversation the PR agency appeared to be unfamiliar with public relations measurement tools.
- v. A hodgepodge of brochure and marketing materials are used in US, UK and Canada press kits. These materials lack a common brand identity and therefore need to be reviewed and redesigned with one look.
- vi. Public relations programs for US, Canada, UK and Europe all lack measurable objectives.

The DOT Public Relations Unit – Grand Cayman

1.82 The main findings were:

- i. Serious communications problem exists between the DoT, its PR Unit and the US Director of Sales and Marketing. This has hampered the Cayman Islands PR program in its most important market.
- ii. This problem is reflected in a dysfunctional working relationship between the PR unit and the PR agency.
- iii. The PR Unit is inadequately staffed to provide the personal attention in planning and on-site handling needed to maximise the value of the visiting journalist program, one of the key components of the public relations program..

Conclusion and Recommendations Made by the PR Consultant

1.83 The key conclusions and recommendations were:

- i. The one-person public relations firm that was engaged on an interim basis has been extended for more than a year and a half. The firm clearly lacks the resources, contacts and know-how required to mount an effective public relations program for the Cayman Islands.
- ii. PR effectiveness has been diminished due to inadequate PR in the largest tourism market coupled with a dedicated but understaffed and relatively inexperienced PR unit.
- iii. Cayman Islands tourism is not getting a reasonable return on its investment.
- iv. The PR program has not been managed by objectives. Clear objectives must be established annually.
- v. A measurement model should be built into the program. Results should be evaluated on how well the program meets the objectives.



- vi. It is highly recommended that the DOT engage a media research company to analyse results using content analysis to determine how well media placements are delivering key messages to key audiences.

Corrective Action Taken by DoT

1.84 Subsequent to the public relations audit review and on expiry of the current PR agency contract, the relationship with the PR agency ended. A new public relations agency was hired in 2000. Based on limited audit work done, this company seems to have been competitively selected. We were encouraged by the Department's prompt response in hiring a competent public relations agency to represent the Cayman Islands in one of its largest market. We hope that the DoT will monitor the performance of this new agency to ensure that the Cayman Islands tourism realises a positive return on this investment.

The Advertising Agency for North America

1.85 The Cayman Islands Department of Tourism is currently represented by O'Leary Clarke & Partners (OCP) in this market. This contract has been in effect since 1988. The agency is engaged to provide all usual services provided by a general advertising agency, which is mainly media buying services and creative services. Creative services include creation and development of collateral materials and advertisements used in the print and electronic campaigns. The agency is compensated through a guaranteed minimum commission of 15% of the value of all advertising and collateral orders placed.

1.86 In the last ten years (1991 - 2000) OCP has spent approximately CI\$78 million on media buying and creative services on behalf of DoT. Based on audit work carried out there was no evidence to indicate that the performance of the advertising agency was ever evaluated to determine effectiveness and whether the Department was achieving good value for money.

1.87 It was also noted that in late 1997 the DoT, through OCP, sought to develop an effective written communication tool for the honeymoon and romance market. We were informed that after a number of unsuccessful presentations by OCP, exhibiting lack of creativity and constant delays, a decision was made to obtain the services of a contractor. This issue has been discussed in preceding paragraphs under the heading Romance Brochure Contract.

1.88 Currently the DoT is in the process of putting the USA advertising contract out to competitive tender, the first time in twelve years.



Official Travel, Subsistence and Entertainment

High Cost of Overseas Travel, Subsistence and Entertainment

1.89 During our review it was noted that DoT staff members, both local and overseas, spend a significant amount of their time on official travel. We reviewed the 1999 and 2000 budget estimates and noted that the allocations for official travel for these years were \$72,000 and \$68,000 respectively. Based on audit work performed to date, we know that these budgeted amounts are grossly understated. In addition it was noted that official travel was being incorrectly budgeted and coded under other expenditure headings. We believe this has been done deliberately to understate actual costs disclosed in the budget and annual financial statements. Based on audit enquiries, we believe that the total cost of travel, subsistence and entertainment may be approaching \$1.5 million each year.

Reports from Regional Offices

1.90 In an attempt to quantify the level of official travel undertaken during 1999 and 2000 questionnaires were sent to the Miami Administration office, the Overseas Regional offices and the Grand Cayman office. Results of the questionnaire are shown in Table 6.

Table 6: Summary of Questionnaire Results

Office	Official Travel (CIS)
Miami Administration	245,610
Miami Regional Sales	169,204
New York	126,707
Los Angeles	91,427
Chicago	82,577
Houston	74,819
Total US Region Expenditure	790,344
Grand Cayman	213,781
Total US & GCM Expenditure	1,004,125



1.91 Our review of the completed questionnaires, coupled with audit work carried out, revealed that the figures disclosed above are also materially understated, as the questionnaires were not properly completed. This was particularly evident in Grand Cayman, as in most instances the questionnaire merely included part of the cost of the official travel rather than the full cost. It was noted that the Grand Cayman office had difficulty completing the questionnaire, as the information was not readily available from the accounting records. This is due to the breakdown of internal control in the monitoring and recording of official travel. This was further compounded by the fact that official travel was being deliberately coded to other expense categories in the accounting records. Excluded from our travel expense summary are costs incurred by European, Canadian and Argentine offices and representatives.

General Audit Observations

1.92 A considerable amount of the travel, subsistence and entertainment budget is spent annually on marketing meetings, the annual general meeting and the annual budget meeting. The reason for the choice of location of meetings (e.g. Lake Tahoe) was not clear as many have no obvious connection to DoT's core activity. We concluded that there was no attempt to minimise the cost of holding these meetings. Much of the entertainment was for the benefit of DoT / Ministry employees and "partners" and involved few external industry participants. Entertainment for individuals and DoT "partners" (public relations and advertising agencies, overseas representatives) appeared to be excessive in many cases. Expensive hotel chains are usually selected. Some employee expense reports revealed significant amounts spent on wines and other alcoholic beverages.

1.93 Overall we gained the impression that the organisation was not concerned with securing value for money and had little regard for avoiding waste and extravagance. I am concerned at the amount of public funds being spent by DoT on travel, subsistence and entertainment, which in my opinion is excessive. I have directed my staff to pay special attention to this area in 2001/2002 and I may make a further report, if warranted.

DoT Offices in the United States

1.94 The USA is the largest market in which the Cayman Islands Department of Tourism has offices. The Miami Administration Office has overall responsibility for the USA market. In 1999 we conducted an audit of the Miami Administration Office to determine whether:

- ◆ expenses were being incurred in accordance with FSR;



- ◆ amounts spent were utilised efficiently and effectively and value for money obtained;
- ◆ there were any areas of waste or extravagant spending;
- ◆ adequate controls exist to safeguard the assets of the organisation.

1.95 The main findings from our audit are summarised below. It should be noted that the scope of our audit was necessarily limited. As a result, our findings may not disclose all weaknesses and other critical issues.

- i. There is considerable scope to reduce travel, subsistence, entertainment and limousine travel costs by DoT personnel.
- ii. There is considerable evidence that spending limits approved by the Legislative Assembly are being deliberately circumvented by charging certain types of expense (principally travel, subsistence, entertainment) through USA operating accounts and by misclassification of expenses to other categories. In my opinion, certain public moneys appropriated by the Legislative Assembly have not been expended for the purpose authorised and with due regard to securing value for money and the avoidance of waste.
- iii. Many items of expenditure, especially those relating to entertainment, are not properly supported with relevant invoices.
- iv. Entertainment allowances totalling \$25,000 per annum had been granted to five Miami-based staff. The largest allowance was granted to the Director US Sales and Marketing (\$15,000 per annum). Some entertainment expenses were classified to the marketing account. Personal entertainment (hospitality) expenses are not adequately monitored and appear to be excessive.
- v. Lower level administrative staff approve expense claims of senior management staff in the Miami Administration office.
- vi. Evidence of poor planning of official travel so that expensive last minute fares have to be purchased. Some evidence of unnecessary travel.
- vii. The cost of accommodation at hotels chosen by staff is considered to be high.
- viii. Quantities of promotional items purchased are considered excessive and proper tendering procedures are generally not followed.



- ix. Computer equipment costing US\$16,250 paid for was never received as the supplier went out of business. The manager who prepared and issued the cheque was not aware that the goods had not been received. The supplier had previously been found to be unreliable. Other items were delivered late or delivery was incomplete. It is not known why the Miami office continued to place business with an unreliable supplier.
- x. Capital items valued at US \$19,000 were purchased without the prior approval of DoT Grand Cayman and charged to recurrent expenditures vote.
- xi. Inadequate planning for disposal of fixed assets has cost the Office US\$2,200.
- xii. The fixed assets register was not updated for the years 1997 to 1999.
- xiii. The possibility of outright purchase of small capital items instead of expensive lease arrangements was not considered by management.
- xiv. Late reimbursement of imprests by Grand Cayman has caused significant cash flow problems for the Miami office.
- xv. Large preferential payments to selected suppliers from the Miami imprest has worsened the cash flow position and possibly caused problems with other suppliers.
- xvi. Large contractual arrangements entered into are not properly tendered and the final contract document is generally not passed through the Legal Department as required by FSRs.
- xvii. Employees are not using the Cayman Airways identification cards to reduce airline travel costs and in many cases fly first class.
- xviii. Late payments of US\$2.4 million to a particular supplier could damage the image of the Islands.
- xix. Expenses paid by the Miami Office on behalf of the Ministry have not been refunded. As a result, travel and entertainment costs of Grand Cayman based personnel are hidden within Miami Office expenditure.
- xx. Information in the annual estimates for advertising, collateral and photography and operating expenses - overseas offices expenditure is inadequate.



- xxi. The financial management reports to monitor and control expenditures are not being adequately utilised and there were significant expenditure variances.
- xxii. Character and medical references are not required for employment by the Miami Administration Office.
- xxiii. The accounting functions are not properly segregated.
- xxiv. The per diem meal allowances has been at the same level for many years now. Standard daily rates should be used to cover accommodation costs and out of pocket expenses.
- xxv. The activities of the Cayman Islands Reservations System (CIRS) are considered to be of a commercial nature which may have tax implications and possibly jeopardise the operations of the Department of Tourism (DOT) in the USA.
- xxvi. Close involvement of the Ministry of Tourism in the daily operations of the Miami Administration Office may cause DoT Grand Cayman office to effectively lose control over the US operations.
- xxvii. Some important financial decisions were not properly documented and the methods of communication in the Office need improvement.
- xxviii. Senior employees are leaving the DOT Grand Cayman Office but there seems to be no succession plan in place.

Cayman Islands Reservation System

1.96 The Cayman Islands Reservation System (CIRS) was established in 1984 to assist smaller hotels and condominiums that could not afford the scale of advertising necessary to attract visitors from overseas for survival and continued growth over the longer term. CIRS operates a toll free booking service for individuals and travel agents on behalf of about 73 hotels and condominiums in the Cayman Islands. The service is also a first point of contact for prospective visitors and the travel trade who request general information about the Cayman Islands. The service is available from 9 a.m. to 7 p.m. EST, five days a week, excluding public holidays. CIRS charges the properties a commission of 3% on confirmed room sales. A discount is available to properties that generate sales over US\$20,000 in any month.



CITY OF LAS CRUCES EMPLOYMENT APPLICATION		 City of Las Cruces PEOPLE HELPING PEOPLE	CITY OF LAS CRUCES P.O. Box 20000 Las Cruces, New Mexico 88004 575-528-3100 http://www.las-cruces.org	Received: 10/8/11 1:22 PM For Official Use Only: QUAL: _____ DNQ: _____ <input type="checkbox"/> Experience <input type="checkbox"/> Training <input type="checkbox"/> Other: _____
San Filippo, Phillip J PS10-11 DIRECTOR, CONVENTION & VISITORS BUREAU (CVB)				

PERSONAL INFORMATION		
POSITION TITLE: DIRECTOR, CONVENTION & VISITORS BUREAU (CVB)	EXAM ID#: PS10-11	
NAME: (Last, First, Middle) San Filippo, Phillip J	SOCIAL SECURITY NUMBER: N/A	
ADDRESS: (Street, City, State, Zip Code) _____, Boca Raton, Florida 33434		
HOME PHONE: (____) _____	ALTERNATE PHONE:	EMAIL ADDRESS: _____
DRIVER'S LICENSE: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DRIVER'S LICENSE: State: <input checked="" type="checkbox"/> Number: _____	LEGAL RIGHT TO WORK IN THE UNITED STATES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PREFERENCES	
PREFERRED SALARY:	ARE YOU WILLING TO RELOCATE? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Maybe
WHAT TYPE OF JOB ARE YOU LOOKING FOR?	
TYPES OF WORK YOU WILL ACCEPT:	
SHIFTS YOU WILL ACCEPT:	
OBJECTIVE:	

EDUCATION		
DATES: From: To:	SCHOOL NAME: Lamar University	
LOCATION:(City, State) Beaumont, Texas	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Bachelor's
MAJOR: Business Management		UNITS COMPLETED: 120 - Semester
DATES: From: To:	SCHOOL NAME: Anna Maria College	
LOCATION:(City, State) Paxton, Massachusetts	DID YOU GRADUATE? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DEGREE RECEIVED: Master's
MAJOR: Business Administration - MBA		UNITS COMPLETED:

WORK EXPERIENCE		
DATES: From: 8/2003 To: 3/2011	EMPLOYER: Scanfinest	POSITION TITLE: Director Sales and Marketing
ADDRESS: (Street, City, State, Zip Code) 660 Linton Blvd, Delray Beach, Florida 33444		COMPANY URL:
PHONE NUMBER: (561) 330-3044	SUPERVISOR: Margus Teemant - CEO	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	SALARY: \$7,500.00/month	# OF EMPLOYEES SUPERVISED: 6

DUTIES:

Overall marketing leadership for premium vodka premiering in US market with responsibility for positioning, brand management, pricing, packaging, competitive analysis, media and overall strategy. Managed all advertising, media, insights, public relations, and consumer promotions for imported spirits product in US market.

Conducted focus groups with consumers and trade to assist in determining branding characteristics.

Conducted competitive analysis and environmental scan to assess and determine pricing and positioning

Generated \$12 million in new revenue and ensured fast start surpassing revenue goals by 18%, successfully developing and implementing full marketing and communications strategy, including brand vision and new product launch of an international product in US.

Developed distribution and key account relationships and programming.

Penetrated new market, securing distribution and strategic product placement in key restaurants, nightclubs and retail locations.

Created breakthrough PR and promotional programming to increase awareness and affinity of brand, resulting in placement at Broadway premieres, Fashion Week and major corporate events.

Developed and executed social media program including e-newsletters, groupings, Facebook Fan Club and Twitter.

Exceeded goals by 12% in 2008 and 18% in 2009 as a direct result of leading market strategy development and implementation efforts.

Boosted company's brand visibility by conceptualizing, planning, developing and implementing marketing and advertising

portfolio strategies for B2C and B2B.
Hired and Managed Sales Staff

REASON FOR LEAVING:

Company Sold

DATES:

From: 8/2001 To: 8/2003

EMPLOYER:

Aladdin Resort and Casino

POSITION TITLE:

Director of Promotions and Media Events

ADDRESS: (Street, City, State, Zip Code)

Las Vegas Blvd, Las Vegas, Nevada 89109

COMPANY URL:**PHONE NUMBER:**

(702) 785-5036

SUPERVISOR:

Debi Paige - Director of Sales

MAY WE CONTACT THIS EMPLOYER?

Yes No

HOURS PER WEEK:

40

SALARY:

\$5,500.00/month

OF EMPLOYEES SUPERVISED:

0

DUTIES:

Recruited to turnaround downward trend following 9/11, including designing and implementing a new marketing strategy to target markets while working directly with ownership. Oversight of communications between third parties

of Aladdin including vendors, promoters, public relations, advertising, internal and external staff, business relationships and all that pertains to marketing promotions of hotel and casino.

Developed strategic media and consumer promotions bolstering sales by 8% and gaining long-term impact in very competitive target markets.

Directed special events planning, selling attributes of Resort/Casino with emphasis on media promotion, increasing market share and company profitability in accordance with gaming regulations

Developed and implemented integrated marketing plans by leading cross-functional teams and seizing market opportunities to drive growth in market share, revenues and bottom-line profitability for Aladdin brands.

Developed strong media relationships.

REASON FOR LEAVING:

Project Successfully competed

DATES:

From: 9/1997 To: 7/2001

EMPLOYER:

Cayman Islands Department of Tourism

POSITION TITLE:

Director, International Sales and Marketing

ADDRESS: (Street, City, State, Zip Code)

6100 Blue Lagoon Drive, Miami, Florida 33065

COMPANY URL:

www.caymanislands.ky

PHONE NUMBER:

(305) 266-2300

SUPERVISOR:

Harding Watler - Permanent Secretary, Ministry of Tourism

MAY WE CONTACT THIS EMPLOYER?

Yes No

HOURS PER WEEK:

40

SALARY:

\$7,100.00/month

OF EMPLOYEES SUPERVISED:

54

DUTIES:

Recruited to promote and grow tourism for Cayman Islands. Directed team of 54 marketing professionals in 6 regional offices in US and Latin America. Managed \$15 M marketing budget.

Developed strategy and initial online plan for destination outlining website framework and digital media.

Developed Marketing plans and worked with regional offices to ensure proper execution.

Managed Creative agencies and supervised media buying, creative, PR and promotions

Negotiated new air service to Cayman Islands triggering a 30% increase in airline seat capacity.

Turned around flat tourism performance, achieving 8% year-over-year growth by working with hotels, attractions, tour operators and wholesalers to build a comprehensive alliance to improve product positioning,

Boosted summer bookings by 12%, creating new family-oriented programs.

Generated destination's relationship marketing program bringing in \$1M+ incremental marketing dollars each year through cooperative marketing relationships with wholesalers, hotels and airlines.

REASON FOR LEAVING:

New Minister was elected bringing in a change of Administration

DATES:

From: 12/1991 To: 9/1997

EMPLOYER:

Places To GO

POSITION TITLE:

VP Sales and Marketing

ADDRESS: (Street, City, State, Zip Code)

2200 W Commercial Blvd, Fort Lauderdale, Florida 33309

COMPANY URL:**PHONE NUMBER:**

(800) 775-2237

SUPERVISOR:

James Hummel - CEO

MAY WE CONTACT THIS EMPLOYER?

Yes No

HOURS PER WEEK:

40

SALARY:

\$6,000.00/month

OF EMPLOYEES SUPERVISED:

12

DUTIES:

Managed operating budget of \$5 million.

Served as VP Sales and Marketing for 4 star property in Caribbean boosting sales by 20% by rebranding property, strengthening yield and pricing strategy and building strong consumer and media programs.

Development and marketing responsibility of Cayman Airways Holidays..

Became industry leader in radio station media "Come-Along" trips to resorts, increasing sales and enhancing image of sponsoring hospitality partners including Sandals Resorts, Hyatt Caribbean & Caesars Palace.

REASON FOR LEAVING:

To accept position with the Cayman Islands Department of Tourism.

DATES:**EMPLOYER:****POSITION TITLE:**

From: 2/1985 To: 12/1991	Certified Vacations	Director of Advertising, PR and International Product Development
ADDRESS: (Street, City, State, Zip Code) 110 E Broward Blvd, Fort Lauderdale, Florida 33301		COMPANY URL:
PHONE NUMBER: (954) 522-1440	SUPERVISOR: Ed Rudner - President	MAY WE CONTACT THIS EMPLOYER? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HOURS PER WEEK: 40	SALARY: \$6,000.00/month	# OF EMPLOYEES SUPERVISED: 15
DUTIES: Hired to manage all marketing initiatives and to develop full in-house advertising and PR department. Initiated and executed several brands including Cayman Air Tours, Walt Disney Resort Vacations and Delta's Europe and Asia leisure products Saved \$1.5 million per year by bringing advertising and PR functions in-house. Generated \$2+ million in additional advertising revenue, developing various marketing relationship programs.		
REASON FOR LEAVING: TO accept position with Places To GO.		

CERTIFICATES AND LICENSES

Nothing Entered For This Section

SKILLS**OFFICE SKILLS:**Typing:45
Data Entry:0**OTHER SKILLS:**

presentation - Expert - 20 years and 0 months
negotiation - Expert - 20 years and 0 months
computer - Expert - 18 years and 0 months
social media - Expert - 5 years and 0 months
media buying - Expert - 20 years and 0 months
strategic planning - Expert - 20 years and 0 months
budgeting - Expert - 20 years and 0 months
promotions - Expert - 20 years and 0 months
tradeshaw execution - Expert - 20 years and 0 months
staff development - Expert - 20 years and 0 months
Tourism Development - Expert - 15 years and 0 months
Collateral Development - Expert - 20 years and 0 months
e-commerce - Expert - 15 years and 0 months
Public Relations and Media - Expert - 20 years and 0 months

LANGUAGE(S):English - Speak Read Write**ADDITIONAL INFORMATION**

Nothing Entered For This Section

REFERENCES

REFERENCE TYPE: Professional	NAME: Marton Van der Laan	POSITION: General Manager
ADDRESS: (Street, City, State, Zip Code) Skirvin Hilton, One Park Avenue, Oklahoma City, Oklahoma 73102		
EMAIL ADDRESS:		PHONE NUMBER: (405) 702-8501
REFERENCE TYPE: Professional	NAME: Peter Shiels	POSITION: Director of Sales
ADDRESS: (Street, City, State, Zip Code) Ocean Pointe Suites Hotel, 500 Burton Drive, Tavernier, Florida		
EMAIL ADDRESS:		PHONE NUMBER: (305) 853-2017
REFERENCE TYPE: Professional	NAME: Maggi Vale	POSITION: Senior Account Manager
ADDRESS: (Street, City, State, Zip Code) Kaplan & Thaler, 825 8th Ave, New York, New York 10019		
EMAIL ADDRESS:		PHONE NUMBER: (212) 474-6329

Agency-Wide Questions

1. **Have you ever worked for the City of Las Cruces?**
No
2. **If you answered "yes" in question 1, please provide dates of prior employment. If you answered "no", please indicate "N/A" in the space provided.**
n/a
3. **If you answered "yes" to question 1, please list the Department(s) where you worked. If you answered "no", please indicate "N/A" in the space provided.**
n/a
4. **If you answered "yes" to question 1, please provide the reason for leaving. If you answered "no", please indicate "N/A" in the space provided.**
n/a
5. **Are you related by blood, adoption, domestic partnership, or marriage to any current employee of the City of Las Cruces?**
No
6. **List all relatives by blood, adoption, domestic partnership, or marriage working for the City and where they work. If none, please indicate "N/A" in the space provided.**
n/a
7. **May we contact your current, or most recent, employer regarding your record of employment?**
Yes
8. **I understand and accept that having direct deposit for payroll purposes is a condition of employment.**
Yes
9. **I understand and accept that a written and/or skills test may be administered for the position to which I am applying.**
Yes
10. **I understand and accept that I will be contacted via email with additional information and/or instructions regarding this selection process.**
Yes
11. **The use of illegal drugs and alcohol in the workplace is strictly prohibited. I understand and accept that passing a pre-employment drug test and applicable background check are a condition of employment with the City of Las Cruces.**
Yes
12. **Have you served in the United States military?**
No
13. **If you have served in the United States military, please indicate from the list below the branch of military. If you have not served, please select option "N/A".**
N/A
14. **If you served in the military, did your service include any of the following? (If you did not serve, please select option "N/A".)**
N/A
15. **Did you serve at any time and have a service connected disability, OR have you received a Purple Heart?**
No
16. **Select from the list below, the type of Discharge. If you have not served in the military, choose "N/A".**
N/A

Job Specific Supplemental Questions

1. **Do you have at least a Bachelor's degree in Business or Public Administration, Finance, Marketing, or related field?**
Yes
 2. **Do you have five (5) years of progressively responsible experience in sales, marketing and event coordination in hospitality and/or tourism related industries? (Please be sure to also list qualifying experience in the Work Experience section of the application)**
Yes
 3. **Do you possess a valid driver's license?**
Yes
-

The following terms were accepted by the applicant upon submitting the online application:

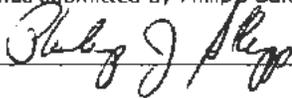
By clicking on the 'Accept' button, I authorize the City of Las Cruces to make inquiries of my former employers, except as indicated in this application, regarding my previous duties, responsibilities, performance, compensation, and eligibility to hire. I certify that all statements or responses made in this application / resume are true and complete and that all documents are valid; and that I have not omitted any material information or provided false or misleading information.

I accept that, once I become a finalist for a position to which I have applied, I will be required to provide information regarding criminal records. I shall be asked if I have been convicted, pled guilty, or no contest, to a misdemeanor, or a felony, placed on probation, or given a deferred or suspended sentence in court. The information I provide will include convictions by military trial, and any criminal charges of which I am awaiting trial. I understand that I shall be asked to explain the circumstances surrounding any incidents and that any conviction is not an automatic bar from employment; each case is considered on an individual basis.

I also understand that any material omission or misrepresentation in this application/selection process will result in my disqualification from consideration for employment, or if discovered after I begin will result in discipline, including termination. I also certify that I am able to perform the tasks/duties as stated on the job announcement with or without accommodation(s). I understand that the City of Las Cruces is a public employer; and all current employees will be routinely investigated to include a Driver's License Record Investigation if the position involves driving on City Business.

This application was submitted by Philip J San Filippo on 10/8/11 1:22 PM

Signature _____



Date _____

Reference Check Record

Phillip San Filippo CVB Director
Name of Applicant Position Applied for

Marton Van der Laan, General Manager, Skirvin Hilton, General Manager of Marriot in Grand Cayman Islands. Founding Board Member, Developed a great working relationship with Phillip.

Person Providing the Following Information Position/Title

Skirvin Hilton OK, OK 405 702-8501
Company City/State Telephone Number

Organizational Relationship to Applicant

1. What were his/her dates of employment? From 1997 to 2001
roughly _____
2. What was his/her title? _____
3. What was his/her beginning and ending salary _____ / _____
4. What were the major responsibilities for his/her position?
Was the US based director of Sales and Marketing for Director of Tourism. Vice President of Mark travel Helped Marton great connections. The minister and director tourism liked Phillip well. Multiple offices around the country related to that position, Just a great guy. Great relationship builder. Great person
5. Did s/he typically fulfill these responsibilities adequately?

6. What equipment did s/he operate? *(Ask only if job-related)*

7. If his/her duties require extensive interaction with people, did she/he perform these duties satisfactorily? *(Ask only if job-related)*

8. Did the candidate ever have a problem with violence in the workplace?
9. Did the candidate ever have a problem with harassment in the workplace?
10. Did s/he leave your employment voluntarily?
11. If you were in a situation to rehire this individual, would you?



Date _____

Recorded By _____



JOB DESCRIPTION

Job Title: Director, Convention & Visitors Bureau (CVB)

Class Code: SACV

Pay Grade: 62

Effective Date: July, 2007

FLSA: Exempt

Revision Date: October, 2011

NATURE OF WORK

Plans, develops, organizes, coordinates and manages staff, activities, sales and marketing programs to promote increased tourism and revenue enhancement in Las Cruces by booking conventions, meetings, and other events in accordance with the City's mission and strategic efforts.

DUTIES AND RESPONSIBILITIES:

- Plans, coordinates, and manages convention, tourism, and sports promotions and media publications; coordinates CVB programs and activities with other departments, agencies, boards, organizations, businesses, associations, and Chambers of Commerce to accomplish strategic goals and objectives and ensure appropriate services are provided.
- Prepares, reviews and manages the CVB marketing plan, budget expenditures, grant application processes, and activity reports to ensure fiscal goals are met; coordinates planning and operational issues for the convention center, hotels and service industry organizations to ensure customer expectations are met; assesses local and regional market dynamics and develops communications strategies to market Las Cruces as a desirable destination.
- Prepares and presents various special and recurring reports and delivers presentations to various groups, agencies and organizations; organizes, conducts, and participates in formal and informal meetings to promote a positive image of the City; participates on the CVB Advisory Board to keep members involved and informed of issues, define objectives, develop strategies, and coordinate activities.
- Provides leadership, direction, and guidance to staff in CVB programs and issues; evaluates staff performance, analyzes issues and recommends and implements solutions within scope of authority; assures CVB programs and activities are in compliance with applicable laws, policies, procedures, and regulations to meet established goals and strict timelines; reviews and approves project plans, requests for proposals, reports and procedures and sets project priorities to ensure project deadlines and performance standards are met.

MINIMUM QUALIFICATIONS:

Bachelor's degree in Business or Public Administration, Finance, Marketing, or related field AND five (5) years of progressively responsible experience in sales, marketing, and event coordination in hospitality and/or tourism related industries. A combination of education, experience, and training may be applied in accordance with City of Las Cruces policy.

Licenses/Certification(s)

Valid class D driver's license is required. Position requires an acceptable driving record in accordance with City policy.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:

Considerable Knowledge of: Principles and practices of administrative management, including personnel rules, cost accounting, budgeting, strategic planning and effective employee supervision and training; methodology, practices and techniques of market research and analysis; principles and practices of legal, ethical and professional rules of conduct; applicable state and Federal statutes, rules, codes and regulations; business and personal computers, and spreadsheet software applications; City organization, operations, policies and procedures.

Ability to: Develop and administer goals, objectives and procedures; analyze problems, identify and implement solutions; assess and prioritize multiple tasks, projects and demands; communicate effectively in verbal and written forms; establish and maintain effective working relations with co-workers and representatives from other local, state and Federal agencies.

This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required.

Job Title: Director, CVB

Class Code: SACV

Skills In: Analyzing marketing issues, evaluating alternatives, and making logical recommendations based on findings; planning, recommending and implementing strategies and practices to ensure continued business relationships with customers; using initiative and independent judgment within established procedural guidelines; evaluating issues, and developing plans for improvement of the quality of services for clients, and cost effective management of allocated resources; working effectively with a diverse community, reading and interpreting rules and regulations, independently composing reports and correspondence, and effectively advising department staff on issues.

Environmental Factors

Work is performed primarily in a standard office environment.

Physical Factors

Light physical demands; mostly desk work, some lifting and carrying of files and reports. Frequent to constant use of a personal computer.

Work Situation Factors

Position involves competing demands, performing multiple tasks, working to deadlines, occasional work beyond normal business hours, and responding to customer issues. Work includes travel to trade shows and conferences.

Employee's Signature/Date

(This position description accurately reflects my current job)

Supervisor's Signature/Date

(This position description reflects the employee's current job)

This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required.

Reference Check Record

Phillip San Filippo CVB Director
Name of Applicant Position Applied for

Flo Menderson, Flo remembers Mr. Filippo working out of the Miami Office which is now closed. Flo suggested we could try verification with Jan Peters at this phone number. I called Jan Peters and Jan remembers hearing about Mr. San Filippo and the time sounds correct. Jan tells us that she heard nothing derogatory about Mr. San Filippo. Jan believes Mr. San Filippo oversaw a lot of sales employees in the US, but does not have access to a database that could give us specific information.

Person Providing the Following Information Position/Title
Cayman Islands Department of Tourism main office, 345.949.0623
Company City/State Telephone Number

Organizational Relationship to Applicant

1. What were his/her dates of employment? From _____ to _____
2. What was his/her title? _____
3. What was his/her beginning and ending salary _____ / _____
4. What were the major responsibilities for his/her position?

5. Did s/he typically fulfill these responsibilities adequately?

6. What equipment did s/he operate? *(Ask only if job-related)*

7. If his/her duties require extensive interaction with people, did she/he perform these duties satisfactorily? *(Ask only if job-related)*

8. Did the candidate ever have a problem with violence in the workplace?
9. Did the candidate ever have a problem with harassment in the workplace?
10. Did s/he leave your employment voluntarily? Flo did not know of any problems
11. If you were in a situation to rehire this individual, would you?



Date _____

Recorded By _____

Reference Check Record

Phillip San Filippo CVB Director
Name of Applicant Position Applied for

Lana, Cesar's Employee Center, 877 511-4748. Lana referred us to The Work Number
Person Providing the Following Information Position/Title

Aladdin Resort and Casino, now called Planet Hollywood 877 511-4748
Company City/State Telephone Number

Organizational Relationship to Applicant

The work number requires us to provide Mr. Filippo's Social Security Number and will charge us \$14.70 to verify employment.

1. What were his/her dates of employment? From _____ to _____
2. What was his/her title? _____
3. What was his/her beginning and ending salary _____ / _____
4. What were the major responsibilities for his/her position?

5. Did s/he typically fulfill these responsibilities adequately?

6. What equipment did s/he operate? *(Ask only if job-related)*

7. If his/her duties require extensive interaction with people, did she/he perform these duties satisfactorily? *(Ask only if job-related)*

8. Did the candidate ever have a problem with violence in the workplace?
9. Did the candidate ever have a problem with harassment in the workplace?
10. Did s/he leave your employment voluntarily?
11. If you were in a situation to rehire this individual, would you?

Date

Recorded By

Reference Check Record

Phillip San Filippo CVB Director
Name of Applicant Position Applied for

Phone number no longer connected to business, business not found
Person Providing the Following Information Position/Title

Places to Go, 2200 W. Commercial Blvd, Fort Lauderdale, Florida
Company City/State Telephone Number

Organizational Relationship to Applicant

1. What were his/her dates of employment? From _____ to _____
2. What was his/her title? _____
3. What was his/her beginning and ending salary _____ / _____
4. What were the major responsibilities for his/her position?

5. Did s/he typically fulfill these responsibilities adequately?

6. What equipment did s/he operate? *(Ask only if job-related)*

7. If his/her duties require extensive interaction with people, did she/he perform these duties satisfactorily? *(Ask only if job-related)*

8. Did the candidate ever have a problem with violence in the workplace?
9. Did the candidate ever have a problem with harassment in the workplace?
10. Did s/he leave your employment voluntarily? Flo did not know of any problems
11. If you were in a situation to rehire this individual, would you?

_____ Date

_____ Recorded By

Reference Check Record

Phillip San Filippo CVB Director
Name of Applicant Position Applied for

Phone number no longer connected, Business not located,
Person Providing the Following Information Position/Title

Certified Vacations, 110 E Broward Blvd, Fort Lauderdale
Company City/State Telephone Number

Organizational Relationship to Applicant

1. What were his/her dates of employment? From _____ to _____
2. What was his/her title? _____
3. What was his/her beginning and ending salary _____ / _____
4. What were the major responsibilities for his/her position?

5. Did s/he typically fulfill these responsibilities adequately?

6. What equipment did s/he operate? *(Ask only if job-related)*

7. If his/her duties require extensive interaction with people, did she/he perform these duties satisfactorily? *(Ask only if job-related)*

8. Did the candidate ever have a problem with violence in the workplace?
9. Did the candidate ever have a problem with harassment in the workplace?
10. Did s/he leave your employment voluntarily? Flo did not know of any problems
11. If you were in a situation to rehire this individual, would you?

Date

Recorded By

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What are you looking for?

Fort Lauderdale, FL

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Fort Lauderdale, FL, Near > Fort Lauderdale > Certified Vacations Group Inc

Certified Vacations Group Inc

print

favorite

send to

share

We've heard this business is closed. Have updated information?

(954) 522-1440

110 E Broward Blvd
Fort Lauderdale, FL 33301

Get Map & Directions »
Neighborhood: Central



Years in business

Established in 1980

Last updated 9/23/11

Category:

Travel Agencies, Tours & Excursions, Advertising Agencies, Marketing Consultants



Own this Business?
Suggest Correction



THINGS TO DO NEARBY CERTIFIED VACATIONS GROUP INC

- Restaurants
- Hotels
- Bars
- Movie Theaters
- Department Stores
- Shopping & Malls
- Grocery Stores
- Pharmacies
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OVERVIEW

MAP & DIRECTIONS

There are no reviews yet. Be the first to write a review!

Write a Review

[January 2012]
New Policy in New Mexico



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insurance.Crosstalkinc.org

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LISTS IN FORT LAUDERDALE

Best Steakhouses

by Rick_Murano

Restaurants and Bars Near Dolphin Stadium

by Rick_Murano

Best Spots to Kiss in Miami

by Contributor

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TRAINING**



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INSTITUTE**

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Reference Check Record

Phillip San Filippo CVB Director
Name of Applicant Position Applied for

GAYLE TARYN contact for SAAGA 1763 vodka listed on web page message left
Person Providing the Following Information Position/Title

Scanfinest Del Ray Beach/ Florida 561 330-3044
Company City/State Telephone Number

Organizational Relationship to Applicant

Phone is not connected. Business not found on internet. However, I attached web pages found regarding the product, Saaga 1763 Vodka by Scanfinest

1. What were his/her dates of employment? From _____ to _____
 2. What was his/her title? _____
 3. What was his/her beginning and ending salary _____ / _____
 4. What were the major responsibilities for his/her position?

 5. Did s/he typically fulfill these responsibilities adequately?

 6. What equipment did s/he operate? *(Ask only if job-related)*

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 9. Did the candidate ever have a problem with harassment in the workplace?
 10. Did s/he leave your employment voluntarily?
 11. If you were in a situation to rehire this individual, would you?
-

Date

Recorded By

212 PLANDOME ROAD, SUITE 100, MANHASSET, NEW YORK 11030
MAIN 516 365 5977 FAX 516 869 5261 SAAGAVODKA.COM

Contact: Gayle Taryn (718) 897-0437



SAAGA 1763 SUPER PREMIUM VODKA ANNOUNCES INTRODUCTION TO U.S. SHORES

*The Only Unfiltered Vodka in the World, Saaga Sees Surging Popularity,
Early Success in Four Major Markets*

New York, N.Y. -- April 18, 2008 -- Saaga 1763, a new super premium vodka that has recently debuted in the U.S., is reporting early success in its four launch states: New York, California, Texas and Florida (four of the biggest vodka markets in the country), and in duty-free markets. The only unfiltered vodka available, Saaga is made in Estonia from heirloom rye harvested and slow distilled to create a sipping vodka of incomparable smoothness, taste and quality.

Positioned to challenge the biggest names in the category, Saaga 1763 offers a spirit that responds to the discriminating tastes of the upscale vodka drinker. It has already received a Gold Medal award from The Beverage Testing Institute, a notable achievement for a first time entrant.

Imported by MHW Importers (Manhasset NY), the brand has made remarkable inroads on and off-premise in the most competitive and cluttered spirits category. There are already stories of consumers who have discovered Saaga 1763 on one coast and ask for it on the other, tasting it and creating demand even in markets Saaga has yet to enter.

In only its first four months of entry, more than 400 hotels, restaurants and bars have embraced the brand. They include:

NYC: The Russian Tea Room, Pravda, Norwood House

FL: China Grill (South Beach), Café Boulud (Palm Beach)

TX: Del Frisco's (Dallas and Houston), Au Bar (Houston), Cattleman's Steak House (Fort Worth)

CA: The Peninsula Hotel (Los Angeles), Sona (Los Angeles)

and Morton's in NY/FL/TX.

Saaga's distributors are Lieber Bros in New York, Mexcor International in Texas, Prana in Florida, and MHW in California.

"Our soft launch strategy of winning trade advocacy, word-of-mouth (literally, by taste), and genuine brand credibility is succeeding in the marketplace," explains Dean Crutchfield, Chairman of the Marketing Council and one of the founders of Saaga 1763. "Retailers, bartenders, chefs, the connoisseurs of the industry, try Saaga and are very excited about this exceptional, elegant new brand that has a fascinating story in both its heritage and how it is made. But taste is always the ultimate arbiter. What makes Saaga 1763 so unique is that it's an artisanal, super premium spirit for sophisticated palates -- slowly distilled, organic, unfiltered with absolutely no chemicals and additives."

Uniquely Unfiltered

While many celebrity vodkas or those marketed solely on sexy ad campaigns have been quickly fading, Saaga 1763 has entered the market to re-create the category and is confident that it will become a brand leader due to the inherent nature of the product. Manufactured unlike any other vodka on the market, its slow distillation process means no filtration takes place (the only vodka with this verifiable method). Given this, Saaga 1763 aims to dispel the myth about filtration and multi-distillation -- how most vodka is produced -- and why an unfiltered spirit makes the difference in brand quality, purity and taste.

According to Saaga's Master Distiller Arno Narro, "It takes up to four months to produce one liter of Saaga 1763 while most other vodkas take as little as 24 hours. The long-term procedure based in the original 1763 tradition yields not only a pure spirit of integrity but one that retains the original rye flavor." Modern technology also plays a role. State-of-the-art Spectral Florescence Technology is used to select only the most robust of grains; the "vital" 90% winter rye and 10% wheat is then carefully dried and stored. Saaga contains no additives, only osmosis-filtered spring water purified by Estonian limestone.

A Tradition Born of Royalty

The lore of Saaga is based in Estonia, where some scholars contend, vodka originated. In 1763, Catherine the Great permitted vodka to be made in Estonia then brought into her native Russia and onto the table of her Imperial Court in St. Petersburg. Estonian vodka was one of the most celebrated and imitated spirits of the 18th century and the basic recipe and production principles used then are the basis for the guidelines now being followed for Saaga. The brand was "re-born" in 2005 as the brainchild of Narro, a vodka authority in production and distillation in Estonia for more than 30 years. Saaga began exporting to the U.S. late last year and is now available for the first time in this country.

An Aggressive Sales and Marketing Plan

Saaga's entry strategy has been to initially acquire brand presence in 400 accounts per city, attain cultural relevancy, and develop awareness through trade advocacy. Activating buzz through bartenders and influentials is the foundation of the sales and marketing plan that has been in action in the four launch states, with greatest focus in Miami, Palm Beach, Fort Lauderdale, Houston, Dallas, Austin, Fort Worth, San Francisco, Los Angeles, New York City, and The Hamptons (Long Island, NY). Based on results to date, Mike Piazza says "We're excited to say the brand expects to roll-out from four to 15 markets by the end of 2008." Piazza is President of Mike Piazza and Associates, the consultative sales and marketing partner for Saaga 1763.

"We have seen an unprecedented response to Saaga 1763 by bartenders in leading hotels and bars because customers have started to come in and asking for it by name," Piazza explains. "Our untraditional launch plan, to ensure the commitment of venues and then supply them with the support needed to make Saaga a star, has been very effective. Advertising and promotional dollars will increase as we go along, but the support of the trade, recognizing we have something very new and marketable for the category, has already gained great traction."

A Story to Tell

Saaga's conceptual message "Our Spirit Is Pure, Our Stories are Not" will be building in the coming months as the brand is further backed by advertising, extensive special events, a new interactive website, sampling activities, and retail promotions. The storytelling concept makes the connection between the 18th century courtesans, queens, politicians and poets who consumed Saaga (the narrative appears on Saaga's frosty white bottle) and the irreverent, creative and interesting individuals that are the cultural drivers and creative minds of our generation.

"The stories of the Saaga 1763 era and those of today will be the basis for the brand's marketing approach," says Crutchfield. "We have done some spot advertising in lifestyle publications that implore drinkers to 'Spill It,' our double entendre to both drink Saaga and openly share your own saga. As Saaga 1763 is unfiltered, we will look to tell the unfiltered, uncensored stories of Saaga 1763 drinkers - the fascinating, successful people of our generation in creative, media, high tech and cutting edge businesses."

Saaga 1763, 40% alcohol by volume (80 proof), is available in 1 liter (\$48.99), 750 ml (\$33.99) and 50 ml (\$3.29) bottles (estimated national average retail prices). Saaga, Inc. is distilled and bottled in Estonia by Scanfinest Ltd.



Confidential
Final Report

City of Las Cruces

Account: 51Z2601

Case #: 12-136163

Date Created:

Jan 31, 2012

Interim Report Sent:

Final Report Sent:

Feb 3, 2012

Subject: San Filippo, Phillip

Social Security Number: [REDACTED]

Address as reported by subject:

[REDACTED], Boca Raton, Florida 33434
United States Of America

Civil History Research:

Filippo, Phillip

Palm Beach, Florida	Fulfilled	No Record Found
United States Of America		
Worcester, Massachusetts	Fulfilled	No Record Found
United States Of America		
Jefferson, Texas	Fulfilled	No Record Found
United States Of America		

San Filippo, Phillip

Palm Beach, Florida	Fulfilled	No Record Found
United States Of America		
Worcester, Massachusetts	Fulfilled	No Record Found
United States Of America		
Jefferson, Texas	Fulfilled	No Record Found
United States Of America		

Driving Record:

Florida [REDACTED]0 Fulfilled

Employment History Verification:

Alladin Resort and Casina	Fulfilled	Authority Reached - No Response
Cayman Islands Dept of Tourism	Fulfilled	Authority Reached - No Response
Certified Vacations	Fulfilled	Information Received
Places to Go	Fulfilled	No Authority Reached
Scanfinest	Fulfilled	No Authority Reached

Education Verification:

Anna Maria College	Fulfilled	Information Received
Lamar University	Fulfilled	Information Received

Extended Adverse Media - 5 Year:

Phillip Filippo
Phillip San Filippo

Fulfilled
Fulfilled

No Information Found
No Information Found

CIVIL HISTORY RESEARCH

Subject: San Filippo, Phillip

Case #: 12-136163

Social Security Number: [REDACTED]

Jurisdictions Searched:	Court Names:	Results:
Filippo, Phillip		
Palm Beach, Florida United States Of America	Circuit And County Court	No Record Found
Worcester, Massachusetts United States Of America	Superior And Worcester District Court	No Record Found
Jefferson, Texas United States Of America	District And County Court	No Record Found
San Filippo, Phillip		
Palm Beach, Florida United States Of America	Circuit And County Court	No Record Found
Worcester, Massachusetts United States Of America	Superior And Worcester District Court	No Record Found
Jefferson, Texas United States Of America	District And County Court	No Record Found

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DRIVING RECORD

Subject: San Filippo, Phillip

Case #: 12-136163

Report Date: 01/31/12

Data Received:

Name/Address: SAN, PHILIP J

BOCA RATON, FL 33434

SSN:

State/Driver's License Num: - -

Date of Birth: / /

Alias:

Height: "

Weight:

Eye Color:

Hair Color:

DRIVER LICENSE INFORMATION

Type	Issue Date	Expire Date	Status
	07/19/2006	2012	ELIGIBLE

CLASS: E - E-REGULAR OPERATORS LICENSE

ENDORSEMENTS:

RESTRICTIONS: A: CORRECTIVE LENSES; B: OUTSIDE REARVIEW MIRROR - A: CORRECTIVE LENSES; C: OUTSIDE REARVIEW MIRROR

CLASS: E - E-REGULAR OPERATORS LICENSE

LICENSE TYPE:

LICENSE STATUS: ELIGIBLE

DATE ISSUED: 07/19/2006 ORIG ISSUED: 10/06/1978 EXPIRATION: 07/29/2012

ENDORSEMENTS: RESTRICTIONS: A: CORRECTIVE LENSES; C: OUTSIDE REARVIEW MIRROR

ADDITIONAL STATE INFORMATION

ORIGINAL ISSUE DATE: 10/06/1978

VISION EXAM: 1

ROAD SIGN EXAM: 1

ROAD RULES EXAM: 0

DRIVE EXAM: 0

MOTORCYCLE EXAM: 0

MOTORCYCLE SKILL: 0

PREVIOUS BATCH NUMBER: 052902X62

CURRENT BATCH NUMBER: 071906R05

** BLOCK PERSONAL INFORMATION **

DRIVING RECORD

Subject: San Filippo, Phillip

Case #: 12-136163

** BLOCK FOR MAILING LIST **
** THIS PERSON HAS A DIGITAL IMAGE **

ID CARDS

Issue Date	Expires Date	Status	Type
Reissued			
08/06/2003	██████/2008		

DESCRIPTION: IDENTIFICATION CARD ISSUED

DRIVING RECORD

PHILIP J SAN FILIPPO

EMPLOYMENT HISTORY VERIFICATION

Subject: San Filippo, Phillip

Case #: 12-136163

Company:	<u>Places to Go</u>	
Address:	Fort Lauderdale, Florida United States Of America	
Phone Number:	+1-(800) 775-2237	
Individual Contacted:		
	<u>Applicant Reported:</u>	<u>Results:</u>
Employment Dates:	Dec 1991 - Sep 1997	Not Reported
Position:	VP Sales and Marketing	Not Reported
Ending Salary:	Not Reported	Not Reported
Reason for Leaving:	Offered position with Cayman Islands Dept of Tourism	Not Reported
Employee Performance:		
	Overall Performance:	Not Rated
	Working Relationship w/Supervisor:	Not Rated
	Working Relationship w/Peers	Not Rated
	Attendance, dependability	Not Rated
	General Attitude	Not Rated
	Response to Stress	Not Rated
Eligible for Rehire?	Not Reported	
Comments:	Unable to identify or locate the employment reference with the information provided. Extensive research efforts have been exhausted including multiple internet based search engines, internal database of contact information as well as directory assistance.	

Company: Scanfinest
Address: Delray Beach, Florida
United States Of America
Phone Number: +1-(561) 330-3044
Individual Contacted:

	<u>Applicant Reported:</u>	<u>Results:</u>
Employment Dates:	Aug 2003 - Mar 2011	Not Reported
Position:	Director of Sales and Marketing	Not Reported
Ending Salary:	Not Reported	Not Reported
Reason for Leaving:	Company Sole	Not Reported

Employee Performance:

Overall Performance:	Not Rated
Working Relationship w/Supervisor:	Not Rated
Working Relationship w/Peers	Not Rated
Attendance, dependability	Not Rated
General Attitude	Not Rated
Response to Stress	Not Rated

Eligible for Rehire? Not Reported

Comments: Unable to identify or locate the employment reference with the information provided. Extensive research efforts have been exhausted including multiple internet based search engines, internal database of contact information as well as directory assistance.

Company: Certified Vacations
Address: Fort Lauderdale, Florida
United States Of America
Phone Number: +1-(954) 522-1440
Individual Contacted: Secretary of States

	<u>Applicant Reported:</u>	<u>Results:</u>
Employment Dates:	Feb 1985 - Dec 1991	Not Reported
Position:	Director of Advertising	Not Reported
Ending Salary:	Not Reported	Not Reported
Reason for Leaving:	Offered position with Places to Go	Not Reported

Employee Performance:

Overall Performance:	Not Rated
Working Relationship w/Supervisor:	Not Rated
Working Relationship w/Peers	Not Rated
Attendance, dependability	Not Rated
General Attitude	Not Rated
Response to Stress	Not Rated

Eligible for Rehire? Not Reported

Comments: Unable to verify. Company is out of business as per Florida Secretary of States.

Company: Alladin Resort and Casina
Address:

Las Vegas, Nevada
United States Of America

Phone Number: +1-(877) 511-4748

Individual Contacted:

	<u>Applicant Reported:</u>	<u>Results:</u>
Employment Dates:	Aug 2001 - Aug 2003	Not Reported
Position:	Director of Promotions and Media Events	Not Reported
Ending Salary:	Not Reported	Not Reported
Reason for Leaving:	Project Completed	Not Reported

Employee Performance:

Overall Performance:	Not Rated
Working Relationship w/Supervisor:	Not Rated
Working Relationship w/Peers	Not Rated
Attendance, dependability	Not Rated
General Attitude	Not Rated
Response to Stress	Not Rated

Eligible for Rehire? Not Reported

Comments: The employment reference requires a written Signed Release prior to divulging further information. Please fax a written signed release with application ID number annotated to (866) 390-1627.

Company: Cayman Islands Dept of Tourism
Address:

Miami, Florida
United States Of America

Phone Number: +1-(305) 599-9033

Individual Contacted:

	<u>Applicant Reported:</u>	<u>Results:</u>
Employment Dates:	Sep 1997 - Jul 2001	Not Reported
Position:	Director International Sales and Marketing	Not Reported
Ending Salary:	Not Reported	Not Reported
Reason for Leaving:	New Minister elected Change in Administration	Not Reported

Employee Performance:

Overall Performance:	Not Rated
Working Relationship w/Supervisor:	Not Rated
Working Relationship w/Peers	Not Rated
Attendance, dependability	Not Rated
General Attitude	Not Rated
Response to Stress	Not Rated

Eligible for Rehire? Not Reported

Comments: The employment reference requires a written Signed Release prior to divulging further information. Please fax a written signed release with application ID number annotated to (866) 390-1627.

EDUCATION VERIFICATION

Subject: San Filippo, Phillip

Case #: 12-136163

School:	<u>Anna Maria College</u>	
Location:	Paxton, Massachusetts United States Of America	
	<u>Applicant Reported:</u>	<u>Results:</u>
Degree:	Master-Business Administration	Master of Business Administration
Dates Attended:	// - //	Not Reported - May 20, 1978
Was the Degree/Diploma/Certificate Awarded?	Yes	Yes
Degree/Diploma/Certificate Award Date:	//	May 20, 1978
Individual Contacted:	Barbara Zawalich, Registrar	
Comments:		

School:	<u>Lamar University</u>	
Location:	Beaumont, Texas United States Of America	
	<u>Applicant Reported:</u>	<u>Results:</u>
Degree:	Bachelor-Business Management	Bachelor of Business Administration Degree in Management
Dates Attended:	// - //	Aug 1966 - Jun 1970
Was the Degree/Diploma/Certificate Awarded?	Yes	Yes
Degree/Diploma/Certificate Award Date:	//	Aug 22, 1970
Individual Contacted:	National Student Clearinghouse	
Comments:		

Extended Adverse Media - 5 Year

Subject: San Filippo, Phillip

Case #: 12-136163

Name Searched: Phillip Filippo

Results

No Information Found

Name Searched: Phillip San Filippo

Results

No Information Found

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, DC 20580.

- You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer-reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - A person has taken adverse action against you because of information in your credit report;
 - You are the victim of identity theft and place a fraud alert in your file;
 - Your file contains inaccurate information as a result of fraud;
 - You are on public assistance;
 - You are unemployed but expect to apply for employment within 60 days.
- In addition, by September 2005, all consumers will be entitled to one free disclosure every twelve (12) months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- You have the right to ask for a credit score. Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer-reporting agency, the agency must investigate unless your dispute is frivolous. See <http://www.ftc.gov/credit> for an explanation of dispute procedures.
- Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within thirty (30) days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven (7) years old, or bankruptcies that are more than ten (10) years old.
- Access to your file is limited. A consumer-reporting agency may provide information about you only to people who have a valid need; usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to <http://www.ftc.gov/credit>.
- You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at (888) 5-OPTOUT (888-587-9688).
- You may seek damages from violators. If a consumer reporting agency, or in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- Identity theft victims and active duty military personnel have additional rights. For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

FOR QUESTIONS OR CONCERNS REGARDING	PLEASE CONTACT
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center- FCRA Washington, DC 20580 * 877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 8-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 * 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-519-4600
State chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, MO 64108-2838 * 877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 * 202-720-7051

COPY

DEPARTMENT OF PUBLIC SAFETY / P.O. BOX 1628 / SANTA FE, NM 87504-1628
ATTN: RECORDS \$12.00 PBR RECORD CHECK

AUTHORIZATION FOR [REDACTED] INFORMATION

I, Philip J. San Filippo
NAME (MUST BE PRINTED-LEGIBLY) (SSN#) (DOB)

PURSUANT TO NMSA 1978, SECTION 29-10-6(A) (Repl. Pamp. 1990), OF THE NEW MEXICO ARREST RECORD INFORMATION ACT, HEREBY APPOINT:

City of Las Cruces
NAME (MUST BE PRINTED) (IF NO AGENT, PRINT "SELF")
ADDRESS: P. O. Box 20000, Las Cruces, NM 88004

AS AN AUTHORIZED AGENT FOR ME FOR THE PURPOSE OF INSPECTING (AND /OR OBTAINING COPIES OF) ANY NEW MEXICO ARREST FINGERPRINT CARD SUPPORTED ARREST RECORD INFORMATION MAINTAINED BY THE DEPARTMENT OF PUBLIC SAFETY, INCLUDING INFORMATION CONCERNING FELONY OR MISDEMEANOR ARRESTS AND INFORMATION OBTAINED FROM RELEVANT FINGERPRINT DATABASES.

TO THE CUSTODIAN OF THE RECORDS IN QUESTION, I HEREBY DIRECT YOU TO RELEASE SUCH INFORMATION TO THE AUTHORIZED AGENT AS DESCRIBED ABOVE.

I HEREBY RELEASE THE CUSTODIAN OR CUSTODIANS OF SUCH RECORDS AND THE DEPARTMENT OF PUBLIC SAFETY, INCLUDING ANY OF THEIR AGENTS, EMPLOYEES, OR REPRESENTATIVES IN ANY CAPACITY, FROM ANY AND ALL CLAIMS OF LIABILITY OR DAMAGE OF WHATEVER KIND OR NATURE, WHICH AT ANY TIME COULD RESULT TO ME, MY HEIRS, ASSIGNS, ASSOCIATES, PERSONAL REPRESENTATIVE OR REPRESENTATIVES OF ANY NATURE BECAUSE OF COMPLIANCE BY SAID CUSTODIAN OR CUSTODIANS WITH THIS "AUTHORIZATION FOR RELEASE OF INFORMATION" AND MY REQUEST CONTAINED HEREBIN FOR THIS RELEASE OR BECAUSE OF ANY USE OF THESE RECORDS. THIS RELEASE IS BINDING, NOW AND IN THE FUTURE AND IS VALID FOR A PERIOD OF UP TO 120 DAYS FROM THE DATE SIGNED, ON MY HEIRS, ASSIGNS, ASSOCIATES, PERSONAL REPRESENTATIVE OR REPRESENTATIVES OF ANY NATURE.

APPLICANT SIGNATURE: Philip J. San Filippo
DATE: 3-12-2012

(*ATTN: NOTARY-ENSURE DOCUMENT IS SIGNED BY BOTH APPLICANT AND PARENT (GUARDIAN) IN YOUR PRESENCE AND NAME, DOB, SOC INFO IS VERIFIED WITH A VALID ID)

SUBSCRIBED AND SWORN TO BEFORE ME THIS 12 DAY OF March 2012

(SEAL) 3/13/16
(NOTARY PUBLIC)
MY COMMISSION EXPIRES: 3/13/16

OFFICIAL SEAL
BARBARA MORGAN
NOTARY PUBLIC - STATE OF NEW MEX.
My Commission Expires 3/13/16

For Department of Public Safety Use Only



**EMPLOYEE'S REQUEST FOR OUTSIDE EMPLOYMENT AND
NOTIFICATION OF POSSIBLE CONFLICTING FINANCIAL INTERESTS**

Employee Name: Philip J. SanFilippo Dept.: Community & Cultural Services / CCD Section: _____

Job Title: Director Normal Working Hours: 8-5

Outside employment and any "conflicting financial interest" must be reported to and approved by the City Manager and not be "incompatible or in conflict with the proper discharge of official duties." Changes in paid outside employment or services must also be reported to, and approved by the City Manager or the City Manager's designee as they occur.

Newly hired employees shall complete this form during their initial orientation.

Conflicts of interest, which result from outside employment, or use of City equipment for personal gain, are grounds for disciplinary action up to and including termination.

1. I am requesting approval for outside employment. Yes _____ No X

If "No" please proceed to question number 2. If "Yes," answer the questions below.

a. Are you self-employed? Yes _____ No _____

b. I am engaged in the following outside / self employment:

c. List your employer and describe in detail your duties and responsibilities. (Attach additional sheet if necessary)

d. When do you work in this outside/self employment? Please provide a detailed schedule or typical hours worked.

e. Are other City employees involved with this outside/self employment? Yes _____ No _____ If so, whom?

2. Do you have a financial interest in any corporation, firm, or person who contracts with the City? Yes _____ No _____

a. I have a financial interest, direct, or indirect, in the following corporations, firms, or persons:

If you answered "Yes" to either questions 1 or 2, please sign, and route through appropriate personnel to the City Manager. If you have answered NO to BOTH questions, sign below and route to your supervisor for inclusion in your personnel file.

If outside employment has been sought and granted, or financial interests had previously been approved, it is the employee's responsibility to update this form annually, or as outside employment or financial interests change. Employees will be notified if a perceived conflict of interest exists.

I state that the above information is complete and accurate.

Employee Signature

Date 3-12-12

By signing below I state that I have reviewed this request and either: (1) recommend its approval or (2) acknowledge that the employee has stated no outside employment or conflicting financial interest exists.

Section Administrator/Manager _____ Date _____

Department Director Signature _____ Date _____

Director of Human Resources _____ Date _____

City Attorney _____ Date _____

City Manager _____ Date _____

Applicable City rules include but are not limited too:

603.31 *No employee shall engage in any unapproved outside employment or business activity that conflicts with his/her municipal employment. The City Manager must approve any outside employment for full-time employees.*

603.8 *Employees shall be responsible for and shall not misuse City property, records, or other materials in their care, custody, and control. City property, records, or other materials shall not be removed from the premises without written permission from the Section Administrator/Manager.*

603.23 *Employees shall not use City facilities or equipment to conduct a personal business during working hours on City premises and shall not remove City property from City premises without prior written consent of the supervisor.*

611.7. Outside Employment. *No City employee may work outside of City employment if that work is incompatible or in conflict with the proper discharge of official duties. Every City employee must report and obtain prior approval from the City Manager or the City Manager's designee for any outside employment or services for which the employee is paid. Changes in paid outside employment or services must also be reported and approved by the City Manager of the City Manager's designee as they occur.*

611.8. Conflicting Financial Interests. *An employee who has substantial financial interests (or who acquires such financial interests) direct or indirect, or any corporation, firm, or person who contracts with the City will disclose that interest in writing to the City Manager.*

611.10. Conflict of Interest in General. *City employees shall faithfully discharge their duties and shall refrain from engaging in any outside employment or matters of financial interest incompatible with the impartial, objective, and effective performance of their duties. They shall not realize personal gain in any form that would influence improperly the conduct of their City duties. They shall not knowingly use City funds, position or power for personal or political gain. They shall inform their supervisors in writing of reasonably foreseen potential conflicts.*

611.11. Avoiding Appearance of Impropriety. *City employees are required to accept responsibility for their decisions and the resulting consequences. This includes avoiding even the appearance of impropriety, because appearances affect public confidence. Employees shall not engage in any activity, on or off the job, which reasonably brings into question their impartiality, objectivity, and effective performance of their duties as City Employees.*



LAS CRUCES
COUNTRY
MUSIC
FESTIVAL

2019 FINAL EVENT REPORT

Villages
LAS CRUCES
BY

Last updated 12/10/2019

EXHIBIT 11



CVB STAFF

EVENT MANAGER

Liz Vega
*Festival Planner
Project Manager*

INTERIM

CVB EXECUTIVE DIRECTOR

Rochelle Miller-Hernandez
*VIP Experience
Overall Event Support*

VISITOR INFORMATION SPECIALIST

Sonia Bañuelos
*In-House Ticket Lead
Merchandise Tent*

SPORTS SALES MANAGER

Ed Carnathan
*Master of Ceremonies
Sponsorship & VIP Support*

VENUE COORDINATOR

Hilary Dutcher
*Artist Green Room Management
Sponsorship Support*

RIO GRANDE THEATRE MANAGER

Chris Falvre
*Festival Grounds
Alcohol Vendor Management*

ADMINISTRATIVE ASSISTANT

Leslie Gabaldon
*Finance Coordinator
Merchandise Tent*

FORMER CVB MARKETING AND COMMUNICATIONS MANAGER

Jamila Gilbert
*Media & Press
Marketing*

CONVENTION SALES MANAGER

Albert Herrera
*Sponsorship Lead
VIP & Grounds Support*

DISTRIBUTION SPECIALIST

Sergio Sallnas
*Security Liaison
Grounds Support*

SALES & SERVICES COORDINATOR

Veronica Quezada
*Gates & Volunteer Lead
Planning Support*

COMMUNICATIONS SPECIALIST

Lorena Sanchez
Debrief Report Design

BACKGROUND

The Las Cruces Country Music Festival (LCCMF) began in May 2013, originally held on a small stage at the intersection of Griggs and Main Street in Downtown Las Cruces. Over the years, the event morphed into a much larger festival with two distinct stages: one for local/regional acts and one for national acts.

As it continued to grow, LCCMF moved to various downtown locations and eventually in 2018, it was relocated to the Galla Tee Ball Field in the Hadley Sports Complex. It was during this same time period that the festival moved from being held in April to being held in October due to weather concerns over the New Mexico spring winds.

The Hadley Sport Complex has served as a much better location for LCCMF as it not a residential thoroughfare, it has abundant parking for festival attendees, and has easy access to Meerscheidt Recreation Center for use as the green room space for artists and staff.

CHANGES IN 2019



The seventh annual LCCMF differed from previous iterations of the festival due to it becoming a completely City-run event. Everything from artist fees, rental equipment, catering, etc. was paid through City processes and all revenue from ticket sales, sponsorship and vendor fees were deposited in City accounts.

There was a tremendous learning curve on how to get artists and vendors paid in a timely fashion.

Other notable changes in 2019 include:

- Less time to plan/market festival due to final go-ahead from City.
- Lack of an event management/logistics contract previously held by Dickerson's Catering. This led to an increase in CVB staff time towards festival setup, cleanup, and teardown.
- Friends of Visit Las Cruces did not participate in the festival.
- Significantly less cash sponsorships than previous year's: 2018- \$83,000 versus 2019- \$19,000, including a loss of \$15,000 from the State of New Mexico Tourism Department due to ongoing investigation.
- Outsourcing festival duties to professional City staff, i.e., transit drivers transporting artists and treasury cashiers working ticketing gates.
- The City's Parks and Recreation department becoming a sponsor of the Kids Corral and absorbing overtime fees for its staff into its special event budget.
- New Mexico breweries and wineries participated by paying an alcohol vendor fee; because of the multiple locations of the beer and wine throughout the grounds, there was quicker service time.
- Layout changes from previous years included standing area by the main stage, more seating at the second stage, food truck and non-food vendor placement optimization, and VIP area/experience upgrades. These changes were welcomed by festival attendees.
- Contracted with Melrose & Associates for second stage booking and management.
- No longer utilized Pic Quik ticketing services.

MARKETING RECAP



The following was used to promote the LCCMF across a variety of mediums:

- Marketing and Communications Manager Jamila Gilbert and Master of Ceremonies Ed Carnathan went on air at both local country stations (KGRT and Zia Country) to promote the festival.
- All Aboard, billboard, TV and radio ads.
- Calendar events, press releases, email blasts.
- Social media posts and contests.
- Brochures and posters.
- A press tour was brought in for the event.
- Dedicated website, video production.
- Online survey with ticket purchase.
- Booth at Albuquerque International Balloon Fiesta and the Southern New Mexico State Fair.
- This was the first year a concerted effort was made to appeal to the Chihuahua, Mexico market through Spanish-language ads and a webpage:



"WHERE DID YOU HEAR ABOUT THE LAS CRUCES COUNTRY MUSIC FESTIVAL?"



VISIT LAS CRUCES | 336 S. MAIN ST. | LAS CRUCES, NM | 575- 541-2444

NOTABLE EARNED MEDIA



-MELTWATER-

The Advertising Value Equivalency (AVE) places a monetary value on media coverage. The \$7,797,123 estimate is based on newspaper coverage and online articles. Broadcast coverage data was not available.



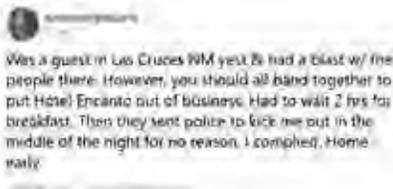
-FRANK RAY ON "TODAY SHOW"-

On Nov. 15, Country singer and former Las Cruces Police Department officer was featured on the third hour of the "TODAY Show." His performance at the Las Cruces Country Music Festival aired. Producers said they were looking for inspirational stories from Hispanic country artists in Nashville, where Ray now resides.



-CO-OP ADS: PANDORA-

For the festival, the City of Las Cruces partnered with the State for co-op advertising. The partnership allowed the city to advertise at half the cost, with the state picking up the other half. One example of this was advertising done through Pandora. For full report, see attachment "A."



-GRETCHEN WILSON-

Although there was some kick up from this, the national coverage the tweet received for the festival and Las Cruces was in the millions, according to article views through Meltwater. It gave a national spotlight to the City and Festival; neither were the target of her criticism.

REVENUE AND EXPENSE

For full report, see attachment "B."

Tickets and merchandise.....	\$129,223.46
Vendor fees	\$ 9,000.00
**Cash sponsorships.....	\$ 19,000.00
Total revenues.....	\$157,223.46

LCCMF REVENUE



**In addition to cash sponsorships there was an additional \$40,325 in in-kind sponsorships

Artist performances.....	\$258,898
Stage, sound and lighting.....	\$ 74,309
Vehicle rental	\$ 3,694
Other purchased services.....	\$117,060
Advertising, print and copy.....	\$130,762
Entertainment, food and beverage.....	\$ 17,418
Overtime.....	\$ 26,266
Supplies.....	\$ 3,327
***Total expense.....	\$639,126

LCCMF EXPENSE



***Total expense as of November 2019

ALCOHOL VENDOR RECAP



For full report, see attachment "C."



ATTENDANCE TREND



ESTIMATED ECONOMIC IMPACT

The cost benefit analysis will consist of comparing the revenues generated out of the 2019 Country Music Festival. The analysis is based on the current demand of the attendees of the concert. The data is collected from Visit Las Cruces through their ticket sale. This information will be the basis for the CBA revenue.

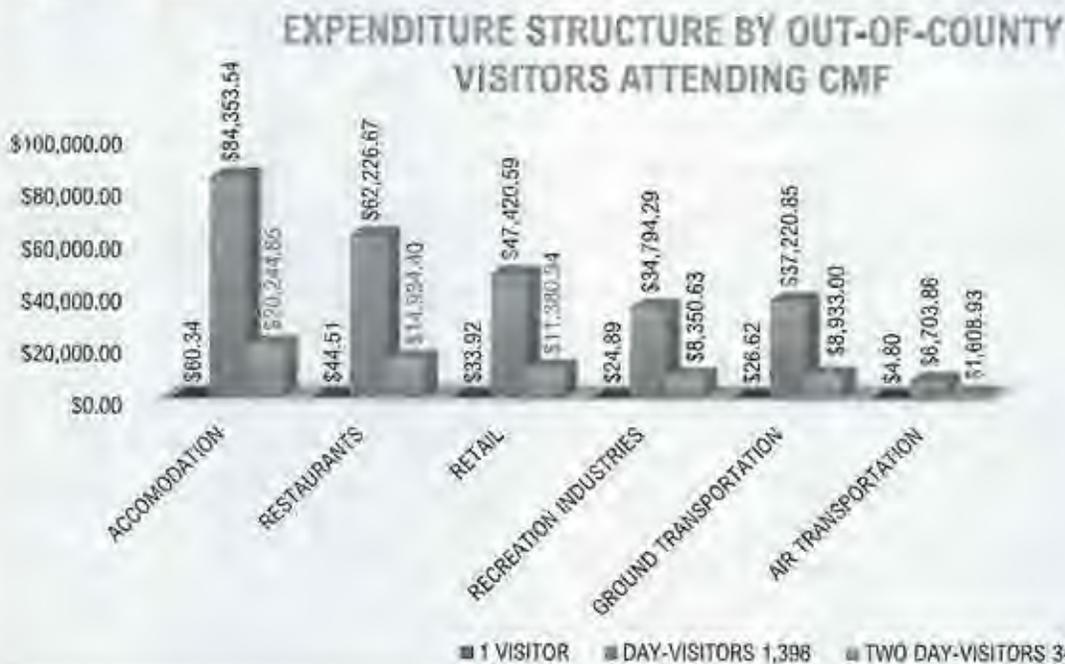
After the expected demand is calculated the expected revenues will be calculated and compared to the overall costs involved in the creation of the Festival. Benefits associated to the visitors spending in the City from the 2019 Country Music Festival (CMF) will also be calculated to provide a broader view on the benefits that the event provides. The CBA is a commonly utilized tool in assessing new projects. The information will provide a better basis for the decision-making process.

For the full report, see attachment "D."

1 Visitor total.....	\$ 195.08
Day-visitors total.....	\$272,719.81
Two day-visitors total.....	\$ 65,452.75
***Direct expenditure of visitors.....	\$338,172.56

**** day-visitors and two day-visitors

SOURCE: ED calculations and data from NM Tourism Department 2017 annual report



GOING FORWARD



After reviewing this year's data, recommendations include the following:

- **Discontinuation of the Las Cruces Country Music Festival**

Based on cost, attendance and estimated economic impact of the event, it is our recommendation that we discontinue the festival. The expense of the event, especially entertainment costs, has continually outpaced the revenue potential. The original intent of the festival has moved from the importance of the overall experience to the booking of A-List performers.

- **Develop Destination-Driven Festival**

Research and launch "Organ Mountains Music Festival, a Southern New Mexico Experience" centered around regional talent, multiple music genres, local cuisine and beverages, including an "experience area" to highlight arts and culture, cuisine and agriculture, and outdoor recreation highlights of the area. The goal is to host a smaller, one-day "experience event" in spring 2020 and launch large scale multi-day festival by spring 2021.

LOGISTIC RECOMMENDATIONS

Staff recommend the following to ensure large-scale events run more efficiently:

- Research and consider the feasibility of getting a governmental liquor license that covers the Hadley Sports Complex.
- Turn the Galla Tee Ball Field into an event field specific for the event including adding grass to all areas, pouring cement slabs for stage placement and vendor access, and wiring for electricity. This was a suggestion first made by the Parks and Recreation Department.
- Hire temporary workers the week of the festival to assist with setup, cleanup and teardown.
- Have a dedicated finance team willing to assist with questions related to purchasing and disbursement. A one-stop shop model would be ideal, instead of having to go to each section individually.

CITY DEPARTMENTAL SUPPORT



This year, we had tremendous support from the Parks and Recreation Department, Police, Fire, Legal, Finance and City Administration (including the PIO).

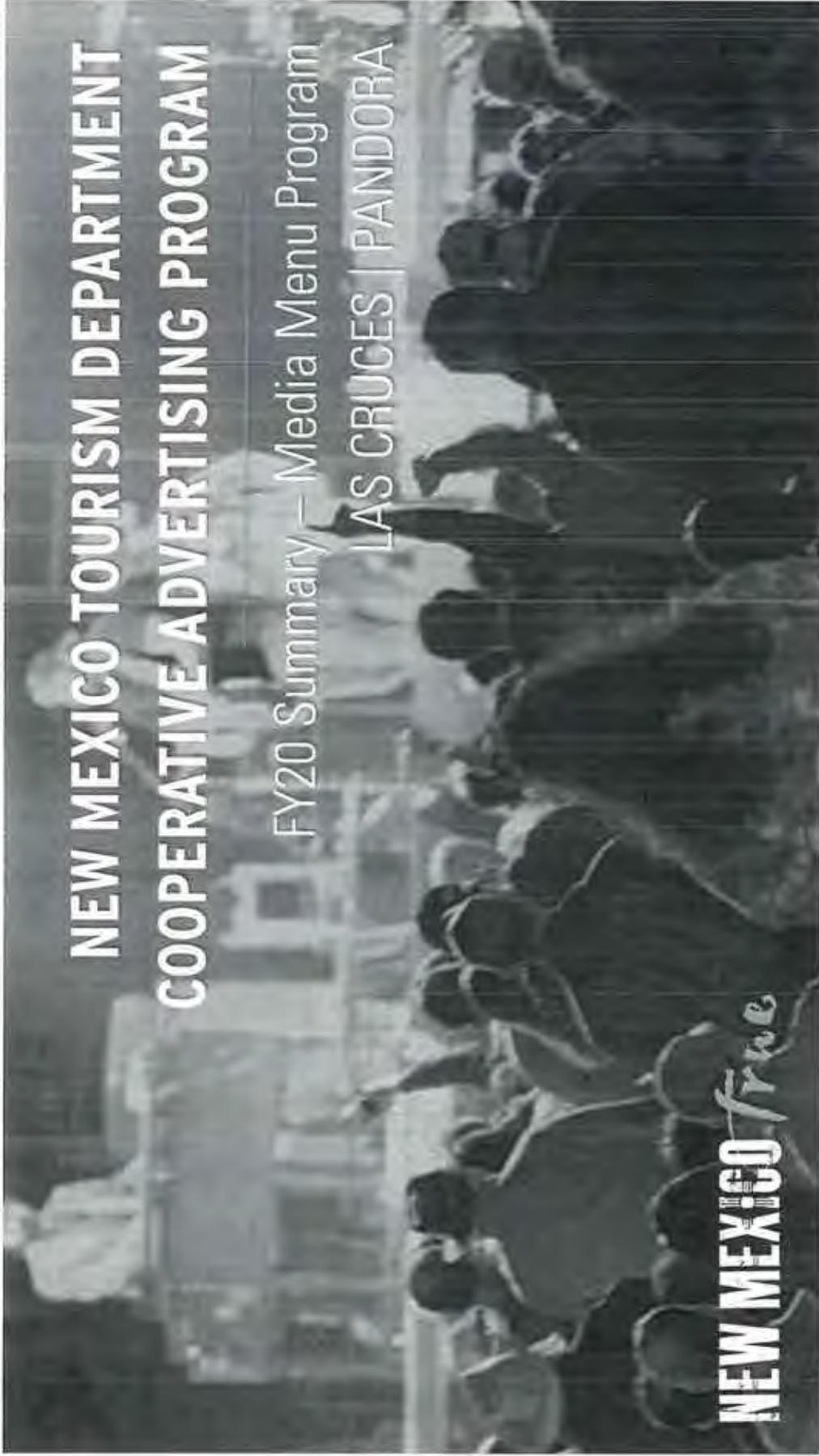
We would need the same level of support and potentially financial assistance in covering costs associated with the festival through other means. For example, the Parks and Recreation Department covering the cost of its overtime staff

through its own operational "special event" budget. If there is a way for Police or Fire to do the same, it would be beneficial to the bottom line.

NEW MEXICO TOURISM DEPARTMENT COOPERATIVE ADVERTISING PROGRAM

FY20 Summary – Media Menu Program
LAS CRUCES | PANDORA

NEW MEXICO *True*



Pandora Digital Radio

pandora

TIMING	GUARANTEED AUDIO IMPRESSIONS	ACTUAL AUDIO IMPRESSIONS	GUARANTEED BANNER IMPRESSIONS	ACTUAL BANNER IMPRESSIONS	CLICKS	AUDIO REACH/ UNIQUE LISTENERS	TOTAL SPEND (NET)	TOTAL PARTNER SPEND (NET)	CTR	COST PER UNIQUE LISTENER*
Sept-Oct 2019	625,000	774,685	766,667	774,685	248	129,542	\$11,500	\$5,750	0.03%	\$0.04

*Based on Partner spend



FINAL SCRIPT:

3 days of fun and food.
Starry nights and country music stars.

The seventh Annual Las Cruces Country Music Festival is New Mexico True.

Music Interlude.

Join us in Las Cruces New Mexico, October eleventh through thirteenth, for Big and Rich with Cowboy Troy, Gretchen Wilson, the legendary Ronnie Milsap, and more!

Get your tickets at Las Cruces Country Music dot com.

HERE YOUR AD IN STREAM:

https://www.pandora.com/track/130433096-1562912790-8

NOTE: You have to have a (free) Pandora account and be logged in.

Attachment "B"

ORG	OBJ	PROJECT DESCRIPTION	CY ORIG BUD	CY REV BUD	CY AVAIL BUD	Customer	Description	Amount
20235002	501140	11821 MUSIC FEST SALES	0.00	0.00	-\$157,723.46			
						N/A	Eventbrite (not posted)	-\$46,052.85
						N/A	Eventbrite (not posted)	-\$19,656.27
						N/A	Tickets/Vendors/Merch	-\$13,474.27
						N/A	Tickets/Vendors/Merch	-\$6,307.15
						N/A	Tickets/Vendors/Merch	-\$5,519.76
						N/A	Tickets/Vendors/Merch	-\$5,164.48
						Citizens Bank of Las Cruces	Sponsors	-\$5,000.00
						US Bank	Sponsors	-\$5,000.00
						Releaf	Sponsors	-\$4,000.00
						N/A	Tickets/Vendors/Merch	-\$3,918.35
						N/A	Tickets/Vendors/Merch	-\$2,695.00
						N/A	Tickets/Vendors/Merch	-\$2,590.15
						N/A	Tickets/Vendors/Merch	-\$2,475.82
						N/A	Tickets/Vendors/Merch	-\$2,150.00
						N/A	Tickets/Vendors/Merch	-\$2,133.13
						N/A	Tickets/Vendors/Merch	-\$1,944.64
						N/A	Tickets/Vendors/Merch	-\$1,910.33
						N/A	Tickets/Vendors/Merch	-\$1,572.26
						N/A	Tickets/Vendors/Merch	-\$1,510.17
						N/A	Tickets/Vendors/Merch	-\$1,500.00
						Whiskey Dicks	Sponsors	-\$1,500.00
						N/A	Tickets/Vendors/Merch	-\$1,429.00
						N/A	Tickets/Vendors/Merch	-\$1,393.66
						N/A	Tickets/Vendors/Merch	-\$1,185.00
						Home Instead Senior Care	Sponsors	-\$1,000.00
						NM Farm & Livestock Bureau	Sponsors	-\$1,000.00
						Century Bank	Sponsors	-\$1,000.00
						Farm Bureau Financial Services	Sponsors	-\$1,000.00
						N/A	Tickets/Vendors/Merch	-\$932.00
						N/A	Tickets/Vendors/Merch	-\$930.00
						N/A	Tickets/Vendors/Merch	-\$900.00
						St. Clair Winery	Alcohol Vendors	-\$700.00
						N/A	Tickets/Vendors/Merch	-\$670.00
						N/A	Tickets/Vendors/Merch	-\$667.99
						N/A	Tickets/Vendors/Merch	-\$640.00
						N/A	Tickets/Vendors/Merch	-\$566.12
						N/A	Tickets/Vendors/Merch	-\$487.06

ORG	OBJ	PROJ/DESCRIPTION	CY ORIG BUD	CY REV BUD	CY AVAIL BUD	Customer	Description	Amount
20235002	501140	11821 MUSIC FEST SALES	0.00	0.00	-\$157,723.46	N/A	Tickets/Vendors/Merch	-\$455.00
						N/A	Tickets/Vendors/Merch	-\$440.00
						N/A	Tickets/Vendors/Merch	-\$439.00
						N/A	Tickets/Vendors/Merch	-\$340.00
						N/A	Tickets/Vendors/Merch	-\$325.00
						N/A	Tickets/Vendors/Merch	-\$320.00
						N/A	Tickets/Vendors/Merch	-\$320.00
						N/A	Tickets/Vendors/Merch	-\$310.00
						N/A	Tickets/Vendors/Merch	-\$300.00
						N/A	Tickets/Vendors/Merch	-\$280.00
						N/A	Tickets/Vendors/Merch	-\$280.00
						N/A	Tickets/Vendors/Merch	-\$280.00
						N/A	Tickets/Vendors/Merch	-\$270.00
						N/A	Tickets/Vendors/Merch	-\$260.00
						N/A	Tickets/Vendors/Merch	-\$250.00
						N/A	Tickets/Vendors/Merch	-\$250.00
						N/A	Tickets/Vendors/Merch	-\$237.00
						N/A	Tickets/Vendors/Merch	-\$230.00
						N/A	Tickets/Vendors/Merch	-\$200.00
						N/A	Tickets/Vendors/Merch	-\$200.00
						N/A	Tickets/Vendors/Merch	-\$155.00
						N/A	Tickets/Vendors/Merch	-\$150.00
						N/A	Tickets/Vendors/Merch	-\$130.00
						N/A	Tickets/Vendors/Merch	-\$80.00
						N/A	Tickets/Vendors/Merch	-\$80.00
						N/A	Tickets/Vendors/Merch	-\$80.00
						N/A	Tickets/Vendors/Merch	-\$80.00
						N/A	Tickets/Vendors/Merch	-\$71.00
						N/A	Tickets/Vendors/Merch	-\$70.00
						N/A	Tickets/Vendors/Merch	-\$70.00
						N/A	Tickets/Vendors/Merch	-\$40.00
						N/A	Tickets/Vendors/Merch	-\$35.00
						N/A	Tickets/Vendors/Merch	-\$35.00
						N/A	Tickets/Vendors/Merch	-\$30.00
						N/A	Tickets/Vendors/Merch	-\$25.00
						N/A	Tickets/Vendors/Merch	-\$23.00
						N/A	Tickets/Vendors/Merch	-\$8.00

ORG	OBJ	PROJECT DESCRIPTION	CY ORIG BUD	CY REV BUD	CY AVAIL BUD	Customer	Description	Amount
20235002	501140	11821 MUSIC FEST SALES	0.00	0.00	-\$157,723.46			
Total								-\$157,723.46

ORG	OBJ	PROJECT	DESCRIPTION	CY ORIG BUD	CY REV BUD	CY AVAIL BUD	Vendor	Description	Amount Spent	Method	By
20235002	601110	11821	SCHEDULED OVERTIME	0.00	3,000.00	25,176.08	N/A	Police Overtime	\$22,220.58	Re-class	Finance
								Cashiers Overtime	\$823.86	Re-class	Finance
								Fire Overtime	\$2,985.98	Re-class	Finance
								Transit Overtime	\$145.66	Payroll	Finance
Total									\$26,176.08		
20235002	701000	11821	SUPPLIES GENERAL	0.00	11,200.00	6,114.34		24 Hour Wristbands	\$778.50	D-Card	Liz
								24 Hour Wristbands	\$291.60	D-Card	Liz
								24 Hour Wristbands	\$79.70	D-Card	Liz
							Amazon	Prize Wheel	\$57.95	PO	Leslie, per Liz
							Amazon	VIP Area Cups	\$67.96	PO	Leslie, per Ro
							Amazon	Photograph Background	\$29.99	PO	Leslie, per Ro
							Amazon	String Lights	\$18.66	PO	Leslie, per Ro
							Amazon	Lock Bags, Photo Props, Markers	\$130.98	PO	Leslie, per Ro
							Circle K	Milk	\$7.98	P-Card	Ed
							Hobby Lobby	Hole Punch	\$60.91	D-Card	Sonia, per Jamila
							Hobby Lobby	Hole Punch	\$5.98	D-Card	Sonia
							Hobby Lobby	Hole Punch	\$3.98	D-Card	Sonia
							Lowes	Zip-ties for Banners	\$11.52	D-Card	Leslie, per Jamila
							OfficeMax/Depot	Paper for VIP Parking	\$54.07	D-Card	Sergio, per Jamila
							Oso Rojo Distributing	Ice (Party Time Ice)	\$1,750.00	D-Card	Ed
							Sam's Club	Supplies for Green Room	\$20.16	D-Card	Sergio
							Shamrock Foodservice	Supplies for Green Room	\$97.30	D-Card	Sergio
							Staples	General Supplies	\$84.02	D-Card	Sergio
							Target	Supplies for Green Room/Change Fund	\$23.95	P-Card	Ro
							The Home Depot	Supplies for Green Room	\$159.99	D-Card	Sergio
							Walmart	General Supplies	\$13.44	D-Card	Sergio
							Walmart	Supplies for Green Room	\$227.52	D-Card	Liz
							Walmart	Supplies/Artist Riders	\$226.74	P-Card	Ro
							Western Mercantile	Hay	\$39.98	D-Card	Sergio
							www.LookOurWay.com	Air Dancers	\$465.00	D-Card	Vero
							www.TicketPrinting.com	Sunday Tickets	\$377.78	D-Card	Leslie, per Liz
Total									\$5,085.66		
20235002	701040	11821	ADVERTISING	0.00	127,000.00	798.46		Bravo Mic	\$10,831.30	PO	Leslie, per Jamila
							iHeart Media	Radio Advertising	\$9,098.29	PO	Leslie, per Jamila
							Lamar Advertising	Billboards	\$9,495.00	PO	Leslie, per Jamila
							NPG of Texas (KVIA ABC-7)	Radio Advertising	\$8,665.04	PO	Leslie, per Jamila
							OPC News	The Bulletin Advertising	\$12,138.64	PO	Leslie, per Jamila
							moetiv8	Ad Buys	\$41,000.00	PO	Leslie, per Jamila
							Adams Radio	Radio Advertising	\$8,665.04	PO	Leslie, per Jamila
							Templeton	Bus Wraps	\$5,632.08	PO	Leslie, per Jamila
							SkyWest Media	Radio Advertising	\$2,042.28	PO	Leslie, per Jamila
							Carlsbad Radio	Radio Advertising	\$2,166.26	PO	Leslie, per Jamila
							Walton Stations	Radio Advertising	\$1,084.37	PO	Leslie, per Jamila
							NMSU (KRWG)	Radio Advertising	\$1,060.38	PO	Leslie, per Jamila
							MTD Inc	Radio Advertising	\$1,804.38	PO	Leslie, per Jamila
							Lamar Advertising	Digital Billboards	\$800.00	PO	Leslie, per Jamila
							SNM State Fair	Advertising (Booth at Fair)	\$2,735.00	PO	Leslie, per Jamila
							TX-NM Partnership	Sun News Special Edition	\$6,868.10	PO	Leslie, per Jamila
							Rooney Moon	Radio Advertising	\$1,081.88	PO	Leslie, per Jamila
							TownePlace Suites	Hotel - Travel Writers	\$413.40	P-Card	Ro
							TownePlace Suites	Hotel - Travel Writers	\$310.05	P-Card	Ro
							TownePlace Suites	Hotel - Travel Writers	\$310.05	P-Card	Ro
Total									\$126,201.54		

ORG	OBJ	PROJECT	DESCRIPTION	CY ORIG BUD	CY REV BUD	CY AVAIL BUD	Vendor	Description	Amount Spent	Method	By
20235002	701060	11821	PRINT & COPY FEES	0.00	5,000.00	439.00	Presley Printing	Printing - badges, rack cards, etc.	\$4,000.00	PO	Leslie, per Jamila
							Able Sign Company	Banner	\$561.00	PO	Leslie, per Jamila
								Total	\$4,561.00		
20235002	721080	11821	PURCHASED SERVICES GENERAL	474,317.00	455,867.00	-\$8,623.69					
							Andrea Romero (Zia Promo)	Promotional Items	\$2,500.00	PO	Leslie, per Vera
							Eugene Dries	Booking Services	\$19,492.25	PO	Leslie, per Liz
							Continental Promos	Promotional Items	\$4,000.00	PO	Leslie, per Vera
							Out of the Blue Graphics	Banners	\$3,100.00	PO	Leslie, per Liz
							Broadcast Music, Inc.	CMF Music Licensing Fee	\$821.31	D-Card	Leslie
							Robin Zielinski	Photography	\$1,800.00	PO	Leslie, per Jamila
							Stephanie Urbina Jones	Artist Performance - Deposit	\$3,750.00	PO	Leslie, per Liz
							Frank Ray	Artist Performance - Deposit	\$3,000.00	PO	Leslie, per Liz
							WME IMG Holdings, Inc.	Ronnie Milsap - Deposit	\$17,500.00	PO	Leslie, per Liz
							WME IMG Holdings, Inc.	Gretchen Wilson - Deposit	\$37,500.00	PO	Leslie, per Liz
							WME IMG Holdings, Inc.	Casey Donahew - Deposit	\$10,000.00	PO	Leslie, per Liz
							WME IMG Holdings, Inc.	Big & Rich - Deposit	\$50,000.00	PO	Leslie, per Liz
							WME IMG Holdings, Inc.	Jessie G - Deposit	\$2,500.00	PO	Leslie, per Liz
							Stephanie Urbina Jones	Artist Performance	\$3,750.00	PO	Leslie, per Liz
							Frank Ray	Artist Performance	\$3,000.00	PO	Leslie, per Liz
							Ronnie Milsap	Artist Performance	\$17,500.00	PO	Leslie, per Liz
							Gretchen Wilson	Artist Performance	\$37,500.00	PO	Leslie, per Liz
							Casey Donahew	Artist Performance	\$10,000.00	PO	Leslie, per Liz
							Big & Rich	Artist Performance	\$50,000.00	PO	Leslie, per Liz
							Jessie G	Artist Performance	\$2,500.00	PO	Leslie, per Liz
							Melrose	Second Stage Artists	\$10,398.00	PO	Leslie, per Liz
							Shaylynn Perrault	Petting Zoo	\$1,574.03	PO	Leslie, per Liz
							Alliant Insurance	Special Event Insurance	\$3,122.00	PO	Risk, per Liz
							Web Network Solutions	URL Forward	\$12.99	P-Card	Jamila
							Web Network Solutions	ICCountryFest Domain Name	\$707.99	P-Card	Jamila
							Envato Market	Plugin for Social Shares	\$16.00	P-Card	Jamila
							Web Network Solutions	URL Forward	\$7.98	P-Card	Jamila
							Speedy Spots	Voiceover	\$55.00	P-Card	Jamila
							Vista Print	Magnets	\$60.09	D-Card	Sergio
							New Mexico Pecan Company	Artist Gifts	\$75.00	P-Card	Ro
							Heart of the Desert	Artist Gifts	\$85.32	P-Card	Ro
							Amaro Winery	Artist Gifts	\$334.80	P-Card	Ro
							AnyPromo Inc.	Glow-Sticks	\$696.05	P-Card	Ro
							United Rentals	Generator Rental	\$21,937.09	PO	Leslie, per Liz
							Dickersons Catering	Tables/Chairs/Fencing/Tents/Generators	\$20,199.31	PO	Leslie, per Liz
							Security Concepts	Security	\$10,647.21	PO	Leslie, per Liz
							Sodexo	VIP Reception	\$7,000.00	PO	Leslie, per Ro
							Party Animal Entertainment	Kids Area	\$1,213.11	PO	Lisa, per Liz
							Michael J Martinez	Photography	\$1,300.00	PO	Leslie, per Jamila
							KSN Enterprises	Golf Carts	\$1,833.97	PO	Leslie, per Liz
							American Linen	Table Linens	\$476.58	PO	Leslie, per Hillary
							Broadcast Music, Inc.	CMF Music Licensing Fee	\$1,040.00	D-Card	Leslie
							Legion Digital	Mobile Billboards	\$7,020.00	PO	Leslie, per Jamila
							Ruben Arroyos (KW Sound)	Backline - Main Stage	\$5,014.87	PO	Leslie, per Liz
							Ruben Arroyos (KW Sound)	Second Stage Lighting/Sound	\$5,875.95	PO	Leslie, per Liz
							Ruben Arroyos (KW Sound)	Main Stage Audio/Lighting	\$45,169.02	PO	Leslie, per Liz
							Ruben Arroyos (KW Sound)	Misc. for Stage/Ground	\$3,671.79	PO	Leslie, per Liz
							Stevan Ligorio	Stage	\$12,928.00	PO	Leslie, per Liz
							Stevan Ligorio	Video Pac	\$1,650.00	PO	Leslie, per Liz
							Valley Cold Storage	Cold Item Storage	\$850.00	PO	Leslie, per Liz

Will be less - pending final invoice

ORG	OBJ	PROJECT	DESCRIPTION	CY ORIG BUD	CY REV BUD	CY AVAIL BUD	Vendor	Description	Amount Spent	Method	By
							A-List Fun Jumps	Jumping Balloons	\$1,050.64	D-Card	Vero
							U-Haul	U-Haul	\$390.15	D-Card	Ed
							TownePlace Suites	Hotel - Second Stage Artist	\$103.35	P-Card	Ro
							TownePlace Suites	Hotel - Second Stage Artist	\$103.35	P-Card	Ro
							Party Time Ice	Ice	\$1,075.00	P-Card	Ed
							Potty Time Inc.	Porta-Potties	\$5,242.33	PO	Leslie, per Liz
							Las Cruces Barricades	Barricades	\$1,000.00	PO	Leslie, per Liz
							Hotel Encanto	Hotel Rooms	\$3,305.66	D-Card	Leslie, per Ro
							KSN Enterprises	Damage to Rental Golf Carts	\$2,054.50		Leslie, per Liz
Total									\$459,490.69		
20235002	760200	11821	VEHICLE RENTAL EXPENSE	0.00	1,500.00	27.83					
							Enterprise	Rental Vehicles	\$422.42	P-Card	Albert
							Enterprise	Rental Vehicles	\$422.42	P-Card	Albert
							Enterprise	Rental Vehicles	\$548.02	P-Card	Albert
							Murphy Express	Fuel for Rental Vehicles	\$17.61	P-Card	Albert
							Murphy Express	Fuel for Rental Vehicles	\$37.47	P-Card	Albert
							Pilot	Fuel for Rental Vehicles	\$24.23	P-Card	Albert
Total									\$1,472.17		
20235002	770000	11821	LIABILITY INSURANCE PREMIUMS	0.00	4,500.00	4,500.00					
20235002	780030	11821	CV8 ENTERTAINMENT	0.00	15,000.00	5,498.31					
							Sodexo	VIP Reception Catering	\$5,427.70	PO	Leslie, per Liz
							NMSU Conference Services	Pete's Patio Rental	\$1,035.00	Anticipated	Leslie, per Ro
							La Posta	Green Room Catering	\$108.73	D-Card	Liz
							Moms Coffee	Travel Writers	\$56.86	D-Card	Vero
							Albertsons	Artist Gift Table	\$251.72	P-Card	Ro
							Las Cruces Candy Co	Artist Gift Table	\$102.00	P-Card	Ro
							La Posta	After Show Meal - Stephanie Urbina Jones	\$156.50	P-Card	Liz
							Si Senor Express	Staff Meal	\$61.16	P-Card	Ro
							Pizza Hut	After Show Meal - Ronnie Milsap	\$75.35	P-Card	Liz
							Pizza Hut	After Show Meal - Casey Donahew	\$52.61	P-Card	Liz
							Pizza Hut	After Show Meal - Gretchen Wilson	\$224.31	P-Card	Liz
							Raising Cane's	After Show Meal - Big & Rich	\$119.75	P-Card	Liz
							Zia Café	Green Room - Breakfast - Friday/Saturday	\$700.00	P-Card	Liz
							Rudy's	Green Room - Lunch - Friday	\$650.00	P-Card	Liz
							Rudy's	Green Room - Lunch - Saturday	\$480.00	P-Card	Liz
Total									\$9,501.69		
20235002	780050	11821	FOOD & BEVERAGE	0.00	1,250.00	341.49					
							Celebrate	Artist Riders	\$506.39	P-Card	Ro
							Walmart	Artist Riders	\$91.92	P-Card	Ro
							Walmart	Food - Green Room	\$91.02	P-Card	Liz
							Walmart	Food - Green Room	\$157.29	P-Card	Liz
							Albertsons	Food - Green Room	\$61.89	P-Card	Liz
Total									\$908.51		
Totals				474,317.00	624,317.00				\$633,397.34		

Las Cruces Country Music Festival Alcohol Vendor Recap

Spotted Dog Brewery

Also want to thank you for the opportunity to give feedback. Here are some of our thoughts in no particular order:

- + We applaud the effort to support local business by having local alcohol vendors. The point of going local is for the economic development of the local economy and sustaining small businesses. That being said, the vendors should sell just the products they produce. Having wineries bring in beer vendors from outside the Mesilla Valley undermined the local breweries.
- + There were issues with distilled spirits. Servings need to be limited to single servings - no double shots, as it can lead to over-serving thus increasing liability for all parties. May want to consider if distilled spirits are sold, to be done so only in the VIP area and bonded/licensed separately. It could be billed as a reason to buy the VIP pass.
- + Alcohol serving area should not include the stage.
- + No outside alcohol by entertainers or non-alcohol vendors.
- + We were concerned that the action of others, who we could in no way control, put us at risk of receiving fines from Special Investigations Division.
- + Security issues - ID check and banding at the front gate and clearly communicated to guests. Private security company needs to know what their job is: to be available, ensuring patrons are not over-served, and assist in cutting off intoxicated patrons by cutting off ID bands.
- + Seriously look at booth fees - a vendor has to weigh the cost benefits prior to committing their time and resources to an event like this.
- + There were an excessive number of vendor slots. It did alleviate past issues of long wait times for customers, but it diluted the revenues for the vendors. Try to strike a balance.

Total Drink sold: 508

Attachment "C"

Little Toad Brewery

As far as feedback, it was overall a great experience. I thought the event was very well set up and well run. The festival staff were excellent.

Only thing I'd hope to change is that the VIP area was set up in fine dirt, which made a mess of our tables and product... we had a few comments about how dirty it was. I suspect the VIP food area had the same issue.

We felt lucky to be the only ones selling cocktails, because that certainly made the event for us. Perhaps there were too many beer vendors, or maybe it was partly that the craft beer felt very unfamiliar to that crowd. It seemed once they tried it they were happy with it, but many of them gravitated towards cocktails because a "rum and coke" just sounds familiar. Also, I think in the future I'd advocate for selling the beer for \$5 or \$6 instead of \$7.

A large map/guide of vendors at the entrance might be helpful.

Overall, really great event, nicely done, and we'd love to participate in the future.

Total Drinks Sold: 2,650

DH Lescombes Winery

We sold just over 50 cases of beer & only 8 cases of wine. This is a lot less than what was expected for sure. I was shocked at what I expected to happen, as far as crowd/lines/sales. They just weren't there. The only alcohol booth that had a line ever was the spirits booth. The attendance seemed to be very low compared to previous years, I would like to know the numbers as soon as they are available please, so we can add this to our reports.

I had some feedback from attendees & staff as possible reasons why:

- Ticket prices- I've never been a patron I've always worked this event, so I'm not really sure on prices, but they said the prices went up.
- Line up- I thought it was a good line up, but others disagreed.
- Advertising- some did not even know about the event, I thought it was well advertised personally.

My thoughts: although this was the 7th year of the event, this was a first doing it this way, I also believe it was a first for both you and Liz? Correct me if I'm wrong. I definitely see a bright future for the event!

The only problem we had personally was with electricity to our 2nd bar booth (next to small stage) this caused us to not be able to sell Frose until 6:30pm on Friday night, this was disappointing, as the sun was going down and it started to get cold. Saturday & Sunday was great no problems with electricity.

The only other problem was with the IDing/wristbands, it was finally fixed on Saturday. But caused a lot of confusion amongst vendors, security, & patrons, several customers were upset about this and cost us sales.

Attachment "C"

Moving forward: the placement of the 1st bar was kind of hidden, people did not know where it was unless directed or told, I think using the area where the LCCMF retail tent was would be perfect and keep the 2nd bar, this would eliminate "2 bars" everyone could just have 1 bar as they would be in close proximity. Also, the tents were great, but, did not allow for signage, if we could use our own tents, which the majority of us have, that would help people find what they like/want. I know several complained about wineries selling beer (we did follow the rules) as a winery I would have lost money, unfortunately, this is a very big beer drinking crowd and that would be the only way we would participate & make money. As a winery only, the fee would have to be about half the price, for us to participate.

I am possibly interested in being the VIP next year as we were fed several complaints from people coming out of the VIP area to purchase our wine and beer do to the "rude servers, gross beer".

As well as this looked to be the money maker this go around.

Thank you for allowing to participate and please do keep us in mind for future events!

Total Drinks Sold: 696

Ice Box Brewery

I'm sure you'll receive some thoughts/opinions about Marble and Santa Fe Brewing piggy-backing off of the local wineries and serving 12-ounce portions poured from cans...as well as Little Toad Creek being allowed to serve spirits outside of the VIP tent after all.

Thanks for all of your help over the weekend...Icebox had a great time and would love to participate again if you go this route next year!

Total Drinks Sold: 1,159

Amaro Winery

They did not respond with a written statement, but they said were happy with the festival and enjoyed their participation.

Total Drinks Sold: 600

High Desert Brewery

They have not responded to repeated requests for a follow up report. Based on other vendor responses, I would estimate their total drink sales about 650.

Estimated Total Drinks Sold: 650

Total Estimated Drink Sales = 6,263/\$43,841 (\$7 per drink)

Attachment "D"

Methodology

The methodology will consist of comparing the revenues generated out of the 2019 Country Music Festival. The analysis is based on the current demand of the attendees of the concert. The data is collected from Visit Las Cruces through their ticket sales. This information will be the basis for the CBA revenue.

After the expected demand is calculated the expected revenues will be calculated and compared to the overall costs involved in the creation of the Festival. Benefits associated to the visitors spending in the City from the 2019 Country Music Festival (CMF) will also be calculated to provide a broader view on the benefits that the event provides. The CBA is a commonly utilized tool in assessing new projects. The information will provide a better basis for the decision-making process.

BENEFITS

The first portion of benefits is dedicated to ticket sale revenue collected from the 2019 CMF. The total revenue that came out of ticket sales was \$125,223, with Saturday being the highest grossing revenue day with \$61,422.

Friday	\$57,896
Saturday	\$61,422
Sunday	\$5,906
Total for 3 days	\$125,223

Besides ticket sales, sources of revenue were based on cash-sponsorships, in-kind sponsorships, merchandise, as merchandise, and vendor fees. Table 2 summarizes all revenues for the 3 days.

Ticket Revenue	\$125,223
Cash Sponsorships	\$19,500
Vendor fees	\$9,000
In-Kind Sponsorships	\$40,325
Merchandise	\$4,000
Total Revenue from CMF	\$198,048

The second portion of the benefits comes from the net economic impact of out of county visitors driven by the CMF. The expenditures of local visitors are not counted, since presumably these expenditures would have occurred somewhere else in the City. Therefore, they are not considered an injection to the City's economy. Moreover, expenditures from the local government entities are not counted towards the economic impact, since these could have been spent in other goods or services within the locality.

Initially this analysis will assume that the out-of-county visitors, will carry a daily consumption of \$195.08 per person, which is the average daily consumption carried by visitors of the State based on the figure

identified in the New Mexico Tourism Department 2017 Annual Report¹ and adjusted by CPI to reflect 2019 purchasing power. The distribution of their expenditures is described in Table 3 below. This table is also created based on the tourism department annual report.

Category	\$ Expenditure	% of Total
Lodging	\$60.34	31%
Food and Beverage	\$44.51	23%
Retail	\$33.92	17%
Recreation	\$24.89	13%
Local Transportation	\$26.62	14%
Air Transportation	\$4.80	2%
Total	\$195.08	100%

Source: Economic Development Department, and NM Tourism Department. 2017.

The second assumption indicates that only the out of county visitors that paid for the entire weekend festival days and VIP passes are expected to have multiple days of consumption. If the out of county visitor paid for only a daily pass, then the consumption is only assumed for 1 day. Table 4 details the information on ticket purchases of visitors.

Total Tickets Sold	2,729
Tickets from Out of County	1,398
Day passes (1 day)	1057
Weekend (2 day min.)	258
VIP (2 day min.)	83

Source: Visit Las Cruces

The calculation for the economic impact of the out of county visitors is estimated using the two previous assumptions.

Category	1 Visitor	Day-Visitors 1,398	2 Day-Visitors 341
Accommodation	\$60.34	\$84,353.54	\$20,244.85
Restaurants	\$44.51	\$62,226.67	\$14,934.40
Retail	\$33.92	\$47,420.59	\$11,380.94
Recreation Industries	\$24.89	\$34,794.29	\$8,350.63
Ground Transportation	\$26.62	\$37,220.85	\$8,933.00
Air Transportation	\$4.80	\$6,703.86	\$1,608.93
Totals	\$195.08	\$272,719.81	\$65,452.75
Direct Expenditure of Visitors		\$338,172.56	

Source: ED calculations and data from NM Tourism Department 2017 Annual Report

¹ New Mexico Tourism Department 2017 Annual Report

https://assets.simpleviewinc.com/simpleview/image/upload/v1/clients/newmexico/2017_NMTD_Annual_Report_c003e9c9-c869-404c-9084-d461b301c7c5.pdf

The direct expenditures cause spin-off effects that result in other expenditures at the City level². For example, direct expenditures from out-of-county visitors generate purchases of groceries, commodities, and other goods. The indirect effects come from ancillary industries that are part of the supply chain of the direct effect industries. Induced effects involve people and businesses (local) without obvious connection to the direct effects, such as the expenditure of a waiter's tips in his electric bill, where the tips were paid by an out-of-county visitor driven by the proclamation. The three types of impacts are: direct, indirect, and induced.

Table 6 indicates the local economic impact of the out-of-county visitors due to the visitor's expenditures due to the CMF in the City of Las Cruces.

Table 6. Economic Impacts of Out-of-County Visitors				
	Direct	Indirect	Induced	Total
Sales/Output	\$338,173	\$37,423	\$50,135	\$425,731
Source: ED Calculations and Chmura's JobsEQ				

After aggregating the overall economic impact of out of county visitors, plus the total revenue received from CMF, the total benefits indicate \$623,779. Table 7 provides the summary of total benefits.

Table 7. Total Benefits	
Total Revenue from CMF	\$198,048
Overall Economic Impact of Visitors	\$425,731
Total Benefits	\$623,779

COSTS

The costs associated to the CMF was carried by multiple departments of the City of Las Cruces, both in staff time, as well as, in actual expenses. In terms of staff costs, the costs listed on Table 8 were calculated by estimating the percentage of time that was dedicated at planning, during, and after the CMF occurred. Based on these premises, and given that the planning stage began since January 2019, the estimates incorporate figures since then.

Table 8. Country Music Festival Staff Costs	
Department	Salaries, Fringe & Benefits, and Overtime
Police	\$27,300
Fire	\$3,882
Parks and Recreation	\$7,523
Economic Development	\$146,048
Total Staff Costs	\$184,752

² Adkisson, R. V., McFerrin, R., & Center, A. (2006). Potential Economic Impacts of a PGA Champions Golf Tour Event in New Mexico. *Office of Policy Analysis, Arrowhead Center, New Mexico State University*.

Besides staff time, there were other costs that can be summarized in Table 9. A more detailed spreadsheet of the costs can be requested to VLC. General supplies contained items such as wristbands, cups, photographs, props, supplies for the green room and the artist riders, as well as other supplies. In terms of advertisement, this included radio, billboards, newspapers, Bus ads, hotel travel writers, etc. Purchased services general includes some of the most expensive items, such as artist performance costs, artists gifts, VIP receptions, licensing fees, stages, golf carts, etc.

Table 9. General Costs	
Supplies General	\$3,328
Advertising	\$126,202
Print & Copy Fees	\$4,561
Purchased Services General	\$459,491
Vehicle Rental Expense	\$1,472
CVB Entertainment	\$9,502
Food & Beverage	\$916
Total General Costs	\$605,471

Table 10. Total Costs	
Total Staff Costs CMF	\$184,752
Total General Costs	\$605,471
Total Costs	\$790,223

CONCLUSION

After analyzing the total benefits and costs of the 2019 CMF there is not an instance in which the benefits of the received from the organization of the CMF exceed the costs of the CMF. The total benefits associated to this event are estimated at \$623,779, whereas the total costs were estimated at \$790,223, leaving a negative net effect of (\$166,444). This implies that the recovery rate of the 2019 CMF is less than 100%.

Lodgers / Convention Center Tax Report

The New Mexico Lodgers Tax Act, NMSA 1978, § 3-3B-13 authorized municipalities by ordinance the ability to impose an occupancy tax for revenues on lodging within the municipality. In 1977, the City of Las Cruces established the [Lodger's Tax Ordinance](#) imposing a 5% tax of gross taxable rent for lodging paid to vendors provides revenues which are to be used for:

- Collecting and otherwise administering the tax;
- Establishing, constructing, purchasing, otherwise acquiring, reconstructing, extending, bettering or otherwise improving fairgrounds, exposition buildings, fieldhouses, auditoriums, convention halls or other convention facilities, and acquiring improvements incidental thereto;
- Equipping and furnishing such recreational facilities of the municipality;
- Acquiring a suitable site, grounds, or other real property or any interest therein for such recreational facilities of the municipality;
- The principal of, and interest on, any prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by sections 14-37-23 or 14-37-24 NMSA 1953;
- Advertising, publicizing and promoting such recreational facilities of the municipality and tourist facilities therein; or
- Any combination of the foregoing purposes or transactions stated in this section provided that 25% of the said revenues deducting operating and collection expenses shall be used for the purposes of advertising, publicizing and promoting the facilities set forth above, and tourist attractions within the City of Las Cruces.

Additionally, the New Mexico Convention Center Financing Act, NMSA 1978, §§ 5-13-1 through 5-13-15, as amended and supplemented authorized a municipality to impose a convention center fee on the use of a room within a lodging facility with the Municipality. The City Of Las Cruces established the [Convention Center Financing Ordinance](#) in accordance with the Act. In this Ordinance, the City dedicates the revenue from the convention center fee to:

- Costs of acquisition of land for and the design, construction, equipping, furnishing, landscaping, operation, and maintenance of a *convention* center located within the city limits; and
- Payments of principal, interest or prior redemption premiums due in connection with and any other charges pertaining to revenue bonds authorized by the Act and ordinance; and
- Cost of collecting and otherwise administering the *convention* center fee; provided that administration costs shall not be paid until all required payments on the revenue bonds issued pursuant to the Act and ordinance are made and that no more than five percent of the revenue collected in any fiscal year shall be used to pay administration costs.

Quarterly Reports

View the full Quarterly Lodgers' Tax reports in our [Archive Center](#).

Lodger's Tax Reports Summary

Fiscal Year	Tax Rate	First Quarter (July - Sept.)	Second Quarter (Oct. - Dec.)	Third Quarter (Jan. - March)	Fourth Quarter (April - June)	Grand Total (Year to Date for Current Year)
FY 2020	5%	\$609,237	\$593,538			\$1,202,774
FY 2019	5%	\$545,611	\$554,239	\$470,823	\$633,131	\$2,203,804
FY 2018	5%	\$499,880	\$514,534	\$480,457	\$609,524	\$2,084,395

Related Documents

[Lodgers and Convention Center Tax Report Form \(PDF\)](#)

[Lodgers and Convention Center Tax Report Form Instructions](#)

Government Websites by [CivicPlus®](#)

EXHIBIT 12

Select Language

Beth Mohr

From: Jen Bales <jbales@las-cruces.org>
Sent: Tuesday, January 15, 2019 4:32 PM
To: Philip San Filippo
Subject: Fwd: Rio Grande Theater Financial Turn-Around

There are many things wrong with this email.

Sent from my iPhone

Begin forwarded message:

From: Jamila Gilbert <jgilbert@las-cruces.org>
Date: January 15, 2019 at 4:26:02 PM MST
To: Philip San Filippo <psfilippo@las-cruces.org>, Jen Bales <jbales@las-cruces.org>, Chris Faivre <CFaivre@las-cruces.org>
Subject: Fwd: Rio Grande Theater Financial Turn-Around

BRAVO!! Great job, y'all! 🎉 That is wonderful!

Begin forwarded message:

From: Stuart Ed <sed@las-cruces.org>
Date: January 15, 2019 at 3:45:47 PM MST
To: City Council <CityCouncil@las-cruces.org>
Cc: David Dollahon <ddollahon@las-cruces.org>, Bill Studer <wstuder@las-cruces.org>, Economic Development <EconomicDevelopment@las-cruces.org>
Subject: Rio Grande Theater Financial Turn-Around

Good afternoon Mayor and Council,

I am pleased to share that the Rio Grande theater closed Calendar Year 2018 showing an annual net profit of \$4,823.71 to the General Fund.

The City invested \$125,000 from the General Fund and the Theater produced nearly \$130,000 in gross receipts.

You might recall that, prior to the City directly managing the theater, the City incurred \$125,000 annual expenses to the General Fund, with no return on that investment. Additionally, the theater was losing \$75,000 - \$95,000 annually above and beyond our General Fund investment, with net losses totaling approximately \$200,000 - \$220,000 annually.

This is a tremendous performance turn-around and a direct positive financial impact to the General Fund totaling nearly \$130,000. That's PEAK Performance!

I want to take a moment to thank Mr. Phil San Filippo, Mr. Chris Faivre who runs the theater, and the entire Economic Development Department for finding their PEAK. They turned a profit at the Rio Grande Theater during the first calendar year as Mr. San Filippo confidently represented at the outset he believed his team could accomplish.

Great job everyone! Wow!

Thanks.

Find your PEAK! Keep climbing!

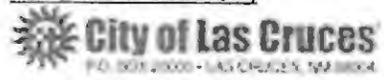
Stuart C. Ed, CGPM

City Manager

Direct: 575-541-2076

Cell: 575-993-4507

sed@las-cruces.org



Hotel ousts singer Gretchen Wilson following noise complaint

LAS CRUCES, N.M. —

Country music star Gretchen Wilson, whose hit song, "Here for the Party," features the lyrics, "And I ain't leaving till they throw me out," was ousted from a New Mexico hotel over noise complaints.

The Grammy Award-winning artist was asked to leave the Hotel Encanto de Las Cruces following multiple noise complaints last Sunday morning, the Las Cruces Sun-News [reported](#) Wednesday.

Las Cruces Police Department spokesman Dan Trujillo said Wilson, 46, and other guests had "worn out their welcome" and police helped security remove them.

"(Police) were going to issue a trespass card but the occupants agreed to leave," he said.

A trespass card is given to a person suspected of trespassing. The person signs the card acknowledging that if they continue to trespass, they may be charged with a crime.

The episode came after Wilson performed at the 7th annual Las Cruces Country Music Festival on Saturday.

According to the "Redneck Woman" singer, she got to her room at 12:30 a.m. and was reprimanded for talking. In a 911 call, a hotel employee said Wilson's volume level for talking was the equivalent of yelling.

After she was kicked out, the musician tweeted the hotel asked her to leave "in the middle of the night for no reason." She also called on her [Twitter followers](#) to "all band together to put Hotel Encanto out of business."

Heritage Hotels & Resorts, which owns Hotel Encanto, did not immediately respond to a phone message and email.

A representative for Wilson did not immediately return a message seeking comment.

In August 2018, Wilson was arrested at a Connecticut airport after what was described as a minor disturbance on an incoming flight. She was later charged with breach of peace.

Information from: Las Cruces Sun-News, <http://www.lcsun-news.com>

[Print](#)[Close](#)

FW: Expense Invoices

From: **Philip San Filippo** (psfilippo@las-cruces.org)

Sent: Mon 5/04/15 11:43 AM

To: 'James' (bagwellcpa@hotmail.com)

2 attachments

LCCMF invoices and expenses pdf(1908.5 KB) , 2015 LCCMF Budget.pdf(207.8 KB)

James,

Thanks so much for taking a look at this information. The attachment that says it is a budget is actually an income and expense statement. Also, please see below. I have asked them to produce more information:

My questions to Wilson Binkley/ Helping Hands

Hi Staci,

Yes I did go through everything over the weekend and again this morning. It appears there are many things missing:

Please provide information

- Kenny Arroyo Invoice
- Receipts from fencing, chairs, carts, setup labor do not match what is on the budget
- Kids area receipts do not match what is on the budget sheet
- Breakdown of staffing
- Breakdown of invoice 2015-001 with receipts

Staci, thanks for all of your assistance. I appreciate your help.

Philip J. San Filippo, Executive Director

- Las Cruces Convention & Visitors Bureau

211 N. Water Street, Las Cruces, New Mexico 88001

575-541-2166 direct | 575-386-6246 cell | phil@explorelascruces.com

ExploreLasCruces.com

facebook.com/lascrucescvb | twitter.com/lascruces

Proud recipient of DMAI accreditation

Plan on joining us for the 2014 [Las Cruces Country Music Festival](#) April 23-26, 2015

Explore. Experience. Discover.

From: Staci Delfin [mailto:Staci@helpinghandsevents.com]

Sent: Friday, May 01, 2015 4:54 PM

To: Philip San Filippo

Subject: Expense Invoices

Hey Phil-

Attached are all invoices we have in office. We have a call into Kenny for an updated invoice reflecting the discounted price, but he is onsite for another event and will get that to us Monday.

The following invoices we have not received, but are accounted for in the budget:

- ACTS final payment invoices- paid
- Contract and W9 for Marci sponsor commission
- Gene's Final Invoice- paid
- Pan Am invoice (for local stage pieces)

I will give you a call here in a minute or two to make sure this went through to you (the invoice doc is fairly large)

Staci Delfin, Event Director

[Print](#)[Close](#)**RE: quote**

From: **Philip San Filippo** (psfilippo@las-cruces.org)
Sent: Mon 6/29/15 2:33 PM
To: James (bagwellcpa@hotmail.com)

James,

I think this is fair and reasonable. Let's see if we can work this out. Happy 4th to you and your great family.

From: James (mailto:bagwellcpa@hotmail.com)
Sent: Monday, June 29, 2015 2:28 PM
To: Philip San Filippo
Subject: quote

Hi Phil!

Hope you doing great. So sorry this is late, time has sure flown by!

Bryan and I are having a hard time guessing at the time needed for the books etc.

But here is an idea... guessing half a day a month(4 hours month x 12 months =48hours)
\$100/hr avg tax work/bkkping but only for actual hours. That would be a max of \$4800.

We would discount 50% for sponsorship, or whatever. This not a big issue with us because we want to support the CMF. That makes it \$2400 max.

EXHIBIT 16

If we get a better feel for time as we go along, we can discuss and go from there. We are pretty efficient and can get a good product and service provided. And if it takes less time, we will go down accordingly.

Let me know what you think and I will contact Marci. And I know you know this about us, but we expect no favoritism as far as Bri is concerned. If it is decided not to have her back or anything like that, we would completely understand and have full faith and confidence in you guys putting on this event..you are kicking butt.

We will track all hours and what we have done. We will provide that to you guys. And this estimate includes any time to assist with pursuing the 501c(6) exemption.

Thanks so much for all you do. You and Marsha are a blessing in our lives and to our community also.

Have a great week!

JCB

[Print](#)[Close](#)

Re: Thoughts

From: **Marci Dickerson** (marcidickerson@aol.com)

Sent: Mon 6/29/15 4:52 PM

To: James (bagwellcpa@hotmail.com)

That all sounds fair!

Marci Dickerson
Dickerson Group
575 644 0778

On Jun 29, 2015, at 2:47 PM, James <bagwellcpa@hotmail.com> wrote:

Hi Marci!
Hope you doing great.

Bryan and I are having a hard time guessing at the time needed for the books etc.
But here is an idea...guessing half a day a month(4hoursmonthx 12=48hours).
\$100/hr avg tax work/bkcp but only for actual hours. That would be a max of \$4800.

We would discount 50% for sponsorship , or whatever. This is not a big issue with us
because we want to support the CMF. That makes it \$2400 max.

If we get a better feel for time as we go along, we can discuss and go from there.
We are pretty efficient and can get a good product and service provided. And if it takes
less time, we will go down accordingly.

We will track all hours and what we have done. We will provide that to you and CMF.

This estimate includes the 501c(6) exemption application help. That amount is probably
about \$1000, \$500 with the 50% discount.

I emailed Phil on this too, and he thinks its ok. Whadda think?
Hard to guess exactly, but this gives us some budget to work with.

Thanks and talk soon!
JCB

EXHIBIT 17

Jennifer Bales

From: Philip San Filippo
Sent: Monday, June 29, 2015 2:31 PM
To: Marci Dickerson
Cc: Jennifer Bales
Subject: FW: quote

From: James [mailto:bagwellcpa@hotmail.com]
Sent: Monday, June 29, 2015 2:28 PM
To: Philip San Filippo
Subject: quote

Hi Phil!

Hope you doing great. So sorry this is late, time has sure flown by!

Bryan and I are having a hard time guessing at the time needed for the books etc.

But here is an idea.. guessing half a day a month(4 hours month x 12 months =48hours).
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If we get a better feel for time as we go along, we can discuss and go from there. We are pretty efficient and can get a good product and service provided. And if it takes less time, we will go down accordingly.

Let me know what you think and I will contact Marci. And I know you know this about us, but we expect no favoritism as far as Bri is concerned. If it is decided not to have her back or anything like that, we would completely understand and have full faith and confidence in you guys putting on this event..you are kicking butt .

We will track all hours and what we have done. We will provide that to you guys. And this estimate includes any time to assist with pursuing the 501c(6) exemption.

Thanks so much for all you do. You and Marsha are a blessing in our lives and to our community also.

Have a great week!
JCB

[Print](#)

[Close](#)

RE: Country Music Festival meeting

From: **Jennifer Bales** (jbales@las-cruces.org)
Sent: Mon 8/31/15 11:45 AM
To: **James** (bagwellcpa@hotmail.com)

11 is perfect, thank you!

Jennifer Bales

jbales@las-cruces.org

575-541-2258; office

575-636-7035; cell

From: James [mailto:bagwellcpa@hotmail.com]
Sent: Monday, August 31, 2015 9:35 AM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: RE: Country Music Festival meeting

Morning Jennifer!

How about 11 ?And it can be 11:15,or whatever.

We dont have any lunch appts, we just eat here at the office whenever we get done.

Thanks!

JCB

> From: jbales@las-cruces.org
> To: bagwellcpa@hotmail.com
> Subject: Re: Country Music Festival meeting

EXHIBIT 19

> Date: Mon, 31 Aug 2015 15:22:02 +0000

>

> Hi James, Marci had a conflicting appointment tomorrow, would you be able to do 9 or 11 instead?

>

> Sent from my iPhone

>

> On Aug 28, 2015, at 4:17 PM, James Bagwell

> <bagwellcpa@hotmail.com<<mailto:bagwellcpa@hotmail.com>>> wrote:

>

> Tues 10 is fine Jennifer! Have a great weekend!

>

> Sent from my iPhone

>

> On Aug 28, 2015, at 4:10 PM, "Jennifer Bales" <jbales@las-cruces.org<<mailto:jbales@las-cruces.org>>> wrote:

>

> Hi James – I'm so sorry.... I meant to ask for Tuesday

>

> Jennifer Bales

> jbales@las-cruces.org<<mailto:jbales@las-cruces.org>>

> 575-541-2258; office

> 575-636-7035; cell

>

> From: James Bagwell [<mailto:bagwellcpa@hotmail.com>]

> Sent: Friday, August 28, 2015 4:07 PM

> To: Jennifer Bales <jbales@las-cruces.org<<mailto:jbales@las-cruces.org>>>

> Subject: Re: Country Music Festival meeting

>

> Sounds good! 10 am down at CVB? Weds

>

> Sent from my iPhone

>

> On Aug 28, 2015, at 4:04 PM, "Jennifer Bales" <jbales@las-cruces.org<<mailto:jbales@las-cruces.org>>> wrote:

> Hi James,

>

> Phil was hoping to set up a meeting with you, us and Marci to get the ball rolling...

>

> Marci did officially get the contract for CMF

>

> Would you be available Wednesday morning to come by the CVB?

>

> Thanks

> Jennifer

>

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 Made A Difference To Awards(s) Made No Difference To Bid Award(s)
	Yes	<input checked="" type="checkbox"/>	

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
---------------------------------------	-----



September 2015

Reporting Activity 09/21 - 09/30

Page 1 of 2

ADDRESS SERVICE REQUESTED

MARCI L DICKERSON DBA
DICKERSON CMT
PO BOX 161
FAIRACRES NM 88033-0161

Managing Your Accounts

- Customer Care Center: (575) 624-6200
Tele-Banking: (575) 627-4400
Toll-Free: (800) 624-5200
Online: www.pioneerbnk.com
Mailing: PO Box 130, Roswell, NM 88202

Summary of Accounts

Table with 3 columns: Account Type, Account Number, Ending Balance. Row 1: BUSINESS FREE, [REDACTED] 6369, \$87,384.07. Row 2: Total Current Value, \$87,384.07.

Say hello to Popmoney! With updates to your online bill pay, you now have access to send money right from your bank account to almost anyone you know or owe. Check out Popmoney today at www.pioneerbnk.com.

BUSINESS FREE [REDACTED] 6369

Account Summary

Table with 3 columns: Date, Description, Amount. Rows include Beginning Balance (\$0.00), Service charges (\$0.00), Total debits this period (\$0.00), Total credits this period (\$87,384.07), and Ending Balance (\$87,384.07).

View your eStatements online!

Go green and enroll to receive eStatements through our online banking site. Manage your accounts securely and easily with the click of a mouse. Sign up for eStatements today!

Pioneer Bank's privacy statement is available at https://www.pioneerbnk.com/privacypolicy.html

Account Activity

Table with 5 columns: Transaction Date, Description, Debits, Credits, Balance. Rows include Beginning Balance (\$0.00), DEPOSIT PIONEER BANK UN (\$87,384.07), and Ending Balance (\$87,384.07).



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

EXHIBIT 22

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 2018 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.

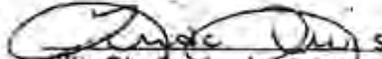
DONE AND APPROVED this 19 day of October, 2015

APPROVED:



Mayor

ATTEST:



City Clerk Interim



Moved by: Smith

Seconded by: Levatino

VOTE:

Mayor Miyagishima:	<u>Aye</u>
Councillor Silva:	<u>Aye</u>
Councillor Smith:	<u>Aye</u>
Councillor Pedroza:	<u>Aye</u>
Councillor Small:	<u>Aye</u>
Councillor Sorg:	<u>Absent</u>
Councillor Levatino:	<u>Aye</u>

APPROVED AS TO FORM:



City Attorney

[Print](#)[Close](#)

Moving Along

From: **Philip San Filippo** (psfilippo@las-cruces.org)

Sent: Mon 10/19/15 2:40 PM

To: James Bagwell (bagwellcpa@hotmail.com)

Cc: Marci Dickerson (marcidickerson@aol.com); Jennifer Bales (jbales@las-cruces.org)

1 attachment

2016 Budget.xlsx (16.7 KB)

James,

Everything is nicely moving along. Today, Marci's contract was approved by City Council. This means that within the next week, the CVB will move our \$125,000 into the account. This week, the board members will meet to organize the Corporation. The Board Members include:

Lou Sisbarro, Sisbarro Auto

John Hummer, Steinborn Realty

Frank Leto, Publisher Sun-News

Belia Alvarez, Heritage Hotels

Barbara Hubbard

They are meeting on Wednesday, October 21st at 3:30 PM at Double Eagle. You are welcome to attend if you are available. We also invited Karren Wooten, an attorney, who has agreed to assist in the organizational meeting. Let me know if you are planning to attend. Also, we are hosting a Spnsorship reception on Thursday, October 29th from 5:30 – 7:00 at La Posta. At that time, we will officially be announcing the lineup. You and Marilyn are certainly welcome.

I have attached a budget that I will share with the Board on Wednesday. Please review at your earliest convenience and let me know if you have any questions.

EXHIBIT 23

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

Depositor: FRIENDS OF VISIT LAS CRUCES, INC.
2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

Financial Institution: CITIZENS BANK OF LAS CRUCES
5-ROADRUNNER BRANCH
3991 E LOHMAN
PO BOX 2108
LAS CRUCES, NM 88011

INTRODUCTION. In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as "you" and "your." The Financial Institution is referred to as "we," "our," and "us." This Deposit Account Agreement contains the terms and conditions governing certain of your deposit accounts with us. As used in this document, the term "Agreement" means this document, the signature card, a rate and fee schedule (which may be in the form of a Rate and Fee Schedule, Time Certificate of Deposit, or Confirmation of Time Deposit, hereinafter called the "Schedule"), Truth in Savings disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the signature card for a deposit account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period of duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

ADDRESS OR NAME CHANGES. You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

DEPOSIT ACCOUNTS. From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts, you may receive Schedule information for each Account, but this Agreement will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

INTEREST. If your Account earns interest, the following information applies: (A) **Payment of Interest.** We will pay interest at the annual rate specified on the Schedule, which does not reflect compounding ("Interest Rate"). The Schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. (B) **Minimum Balance Requirements.** The Schedule may specify a minimum balance that you are required to maintain in your Account, if the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the Schedule. (C) **Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.). (D) **Interest Compounding and Crediting.** The Schedule will indicate the interest compounding and crediting frequency for your Account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account. (E) **Interest Accrual.** We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest. (F) **Changes.** We have the right to change the rates and fees in accordance with the terms of the Schedule. We also reserve the right to change any other term of this Agreement at our sole discretion.

FEES AND CHARGES. Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law.

BALANCE METHODS. As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day."

DEPOSIT RULES. The following terms apply to deposits made to your Account: (A) **Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. (B) **Final Payment.** All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your Account. (C) **Notice of Stop Payment, Legal Process, or Setoff.** A check received by us before the close of the banking day may be subject to any stop payment order received, legal process served upon, or setoff exercised by us prior to 3:00pm of the next banking day. Any knowledge, notice, stop payment order, legal process, or setoff comes too late to affect our right or duty to pay a check if it is received after that time. Additional limitations regarding stop payment orders, the right of setoff, or other legal process may be found elsewhere in this Agreement. (D) **Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your Account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account as provided in the Final Payment paragraph above. (E) **Crediting of Deposits.** The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds. (F) **Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a "substitute check" (as defined in Regulation CC § Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay

EXHIBIT 24

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (Continued)

or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic presentation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

WITHDRAWAL RULES. The following terms apply to withdrawals from your Account: (A) **Manner of Withdrawal.** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Schedule, or by applicable law. (B) **Withdrawal Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your Account if you don't have sufficient available funds in the Account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all, of the withdrawals or other debits to your Account on a single business day, we will post the checks for which there are sufficient available funds in any order we may choose at our sole discretion. We may pay other withdrawals or debit items (such as charges) prior to paying any checks, and we may post those other withdrawals or debit items in any order we may choose at our sole discretion. If there are insufficient funds available in your Account to cover a withdrawal or debit presented against your Account, this is called an "overdraft." We will handle each overdraft in accordance with our Standard Overdraft Policy (described below) or in accordance with any other agreement you may have with us (such as an overdraft protection agreement). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. When we determine whether payment of an item will create an overdraft, we may determine the balance of your account at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. (C) **Standard Overdraft Policy.** Unless we have agreed to a separate overdraft protection agreement with you, the following rules apply. We are not obligated to pay any overdraft. Subject to the special rules discussed below for transactions at an ATM and one-time debit card transactions, we may assess a service charge on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means that results in an overdraft, whether we pay the overdraft or not. If we pay the overdraft, you agree, immediately upon notice from us, to deposit funds sufficient to cover the overdraft plus any service charge we impose. We may not impose a service charge in connection with an overdraft that results from a transaction at an ATM or a one-time debit card transaction unless you have given us your consent to pay service charges in connection with overdrafts that result from these transactions and we have sent written confirmation of that consent to you. You may revoke that consent at any time. (D) **Notice Requirements.** Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. (E) **Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated check to the presenter. (F) **Power of Attorney.** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. (G) **Signatures.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it. (H) **Preauthorized Drafts.** If we are unable to enforce presentment and transfer warranties on remotely created checks under Regulation CC, then if you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. (I) **Electronic Check Conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. A description of the transaction will appear on your statement from us. Checks used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s). (J) **Re-presented Checks.** If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collects a fee associated with the re-presentation of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosures. If the fee is debited as an electronic funds transfer from a consumer account, a description of the transaction will appear on your statement. (K) **Check Legends.** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawer's financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Valid after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends. (L) **Non-Customer Check Cashing Fee and Identification.** If a person who is not a customer of ours presents a check drawn against one of your accounts for payment over the counter, we may require identification that meets our standards (including a thumbprint or fingerprint from the person) and we may charge the person a

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (Continued)

Page 3

service charge for cashing the check. You agree that if the person refuses to comply with our identification standards and/or refuses to pay the service charge, we may not cash the check and we have no liability to you for refusing to cash the check.

STALE CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you.

CHECKING ACCOUNTS. If your account is a checking account, the following terms may apply. If we offer NOW accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

Checking Sub-Accounts. If you have a checking account or NOW account, your account consists of a transaction sub-account and a savings sub-account. This structure will not affect your available balance, service charges, FDIC insurance, interest earnings, your statement or any other feature of your account. Funds not routinely needed to pay debts may be periodically transferred to the savings sub-account. A transfer from the savings sub-account back to the transaction sub-account will fund items in excess of the balance in the transaction sub-account. The remainder of your balance will be maintained in the transaction sub-account. If interest is paid on your account balance, the interest calculation will be the same for both the savings sub-account and the transaction sub-account. If interest is not paid on your account balance, the savings sub-account will be non-interest bearing.

SAVINGS ACCOUNTS. If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply:
(A) Transfers and Withdrawals. If your Account is a savings or money market deposit account, federal law requires that an Account Holder may make no more than six (6) transfers and/or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.)
(B) Excess Transactions. In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).

TIME DEPOSITS. If your Account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Schedule will apply. **(A) Penalty.** The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit. **(B) Exceptions.** We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the time deposit is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

STOP PAYMENT ORDERS. Subject to certain limitations, you may order us to stop payment on any check, automated clearing house/pre-authorized electronic funds transfer ("ACH/EFT"), or other item payable from your Account, whether drawn or authorized by you or any other account holder, as follows:

Stop Payment Against a Check or Other Item. A stop payment request against a check or other item payable from your Account will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. A stop payment order against a check or other item payable from your Account is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order against a check or other item payable from your Account may be renewed for additional six (6) month periods if renewed during a period within which the stop payment order is effective.

Stop Payment Against an ACH/EFT. A stop payment order against an ACH/EFT may be honored if received at least three (3) banking days before the scheduled date of the transfer. If we honor a stop payment request against an ACH/EFT received on or within three (3) banking days of the scheduled transfer, we do so without any liability or responsibility to any party having any interest in the entry. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within fourteen (14) calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing that you have revoked such authorization.

All stop payment order requests will require you to provide the date, the amount, and the number of the item or authorization, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item or authorization. Our acceptance of a stop payment order will not constitute a representation that the item or authorization has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item or authorization. In addition, you may not stop payment on checks governed by a separate agreement, such as a check guaranty agreement. Further you may not stop payment on an item or authorization after acceptance of the same by us.

Based upon the type of account ownership that you have designated, the following terms and conditions apply:

SINGLE-PARTY ACCOUNTS. An individual ("Single-Party") Account is an account in the name of one depositor only. At the death of the party, ownership passes as part of the party's estate.

MULTIPLE-PARTY ACCOUNTS. This section pertains to multiple party accounts. Unless there is clear and convincing evidence of a different intent, the parties own the Account in proportion to their net contributions. HOWEVER, ANY ONE PARTY MAY WITHDRAW THE ENTIRE AMOUNT ON DEPOSIT IN THE ACCOUNT. FURTHER, ANY ONE PARTY MAY CHANGE THE TYPE OF THE ACCOUNT. As between parties married to each other, in the absence of proof otherwise, the net contribution of each is presumed to be an equal amount.

(A) Joint Account Ownership. An account with two or more Account Holders is a joint account.

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (Continued)

(1) Multiple-Party Account With Right of Survivorship.

If your account is a multiple-party account with right of survivorship, at the death of one of the joint Account Holders, the decedent's ownership interest in the Account will immediately pass to the other parties. If there are two or more surviving Account Holders and one is the surviving spouse of the decedent, the amount in which the decedent immediately before death was beneficially entitled belongs to the surviving spouse.

(a) Multiple-Party Account With Right of Survivorship and POD (Pay on Death) Designation. At the death of the last surviving party, ownership passes to the POD beneficiaries and is not part of the last surviving party's estate.

(2) Multiple-Party Account Without Right of Survivorship. If your Account is a multiple-party account without right of survivorship, at the death of a party the deceased party's ownership interest passes as part of the deceased party's estate.

(3) Community Property Account. If your Account is a community property account, the funds in your Account are specified to be the community property of the named parties who are husband and wife. The ownership during the lifetime and after the death of a spouse is determined by state community property law and may be affected by a will. (This type of account is applicable only in those states recognizing community property law.)

Each joint Account Holder, without the consent of any other Account Holder, may, and hereby is authorized by every other joint Account Holder, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to us for any obligation, whether that of one or more Account Holders or of a third party; to endorse and deposit checks and other items payable to any joint Account Holder; to give stop payment orders on any check or item, whether drawn by that Account Holder or not; to consent to or revoke consent to payment of service charges on overdrafts that result from ATM transactions or one-time debit card transactions under the Standard Overdraft Policy; and, to close the account, with the disbursement of account proceeds as instructed by the joint Account Holder. Each joint Account Holder is authorized to act for the other Account Holder(s) and we may accept orders and instructions regarding the account from any joint Account Holder. If we believe there to be a dispute between joint Account Holders or we receive inconsistent instructions from the Account Holders, we may suspend or close the account, require a court order to act, and/or require that all joint Account Holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint Account Holder benefited from the withdrawal. If you establish a joint account without the signature of the other joint Account Holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account Holder(s) listed on our documents. Further, the Account is subject to the right of setoff as set forth below.

(B) Totten Trust Account. A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the Account is owned by the trustee. The beneficiaries have no right to any funds in the Account during the trustee's lifetime. As the owner of the Account, the trustee may withdraw money from the Account and may, by written direction to us, change the beneficiary under the Account. When the trustee dies, the Account is owned by the named beneficiary or beneficiaries. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the Account.

(C) P.O.D. Account. A Payable on Death (P.O.D.) Account is an account payable to the Account Holder during his or her lifetime. As the owner of the Account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payee(s) under the Account. When the last Account Holder dies, the Account is owned by the P.O.D. payee(s). If the P.O.D. Account is held by more than one person, each Account Holder will be subject to the rules pertaining to joint account ownership as set forth above. A P.O.D. designation in a multiple party account without right of survivorship is ineffective.

ADDITIONAL ACCOUNT TYPES. This section applies to other deposit account types:

(A) Formal Trust Account. A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

(B) Uniform Transfer to Minors. If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

(C) Representative Payee Accounts. Subject to applicable law, a Representative Payee Account is a type of fiduciary account in which a representative payee (appointed by the Social Security Administration) manages Social Security and Supplemental Security funds received on behalf of a beneficiary. Upon our request, the representative payee will provide sufficient documentation from the Social Security Administration indicating his or her appointment as a representative payee for the Account Holder. We may require additional documentation from the representative payee indicating his or her authority to act on behalf of the Account Holder. The representative payee does not have an ownership interest in funds in the Account. The representative payee does not have a right of survivorship in the Account on the death of the Account Holder. We act only as custodian of the funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the representative payee. The representative payee agrees to indemnify, and hold us harmless from and against any and all loss, cost, damage, liability, or exposure, including reasonable attorneys' fees, we may suffer or incur arising out of any action or claim by the beneficiary, a government entity or by any other party regarding the authority or actions taken by the representative payee in handling or dealing with the Account.

(D) Agency Account. An Agency Account is an account to which funds may be deposited and withdrawals made by an Agent or Attorney in Fact designated by the owner of the funds. An Agent or Attorney in Fact has full authority with regard to the Account but does not have an ownership interest in the account. An Agency Account is revocable at any time by notifying us in writing. Unless the terms of the Agency Account provide that the authority of the agent or attorney in fact terminates on disability or incapacity of a party, the agent's or attorney in fact's authority survives disability and incapacity. The authority of the agent or attorney in fact terminates upon the death of the last surviving party in the Agency Account.

(E) Business Accounts. If the Account is not owned by a natural person (for example, it is owned by a corporation, partnership, limited liability

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (Continued)

company, sole proprietorship, unincorporated association, etc.), then the Account Holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account Holder. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

(F) Fiduciary Accounts. With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, representative payee accounts, and conservatorship accounts, and any Formal Trust Account, Uniform Transfers to Minors Act Account, or Agency Account, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

(G) Attorney Client Trust. Subject to applicable law, an Attorney Client Trust or IOLTA Trust Account is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust or IOLTA Trust Account will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement. If this is an IOLTA Trust Account, we will not permit the lawyer or law firm to receive the interest. The interest (minus applicable fees) on an IOLTA Trust Account will be remitted to the Center for Civic Values, pursuant to your instructions and at your request. IOLTA Trust Accounts are used to hold an attorney's or law firm's client funds that are nominal in amount or held for short periods of time.

(H) Real Estate Broker Client Trust Accounts. Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the Account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and/or real estate professional rules. This category of account includes IRETA Client Trust Accounts.

(I) Government/Municipal/Public Funds Accounts. This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

(J) Health Savings Account. A Health Savings Account (HSA) is a tax preferred account that you agree: a) you are eligible to open and maintain, b) to notify us when you are no longer eligible to maintain, c) will be used for contributions, withdrawals, and earnings for qualified medical expenses or as allowed by law, and d) you will execute and comply with the terms and conditions in the Health Savings Account Trust or Custodial Agreement. Consult your tax advisor about the tax treatment of contributions, withdrawals and earnings.

Further Note on Fiduciary Accounts. Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

ASSIGNABILITY. The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

FINANCIAL INSTITUTION LIABILITY. You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, HSA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder.

DORMANT ACCOUNTS. If you have not made a withdrawal from, or a deposit to, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant. Subject to applicable law, we may charge a dormant account fee on the Account, and the Account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

ACCOUNT STATEMENTS. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. Each account statement will be considered to correctly reflect your transactions, such as deposits, withdrawals, credits, refunds, imposition of fees, interest or dividends, and other additions and subtractions to your Account, unless you notify us in writing within certain time limits after the statement that incorrectly reflects your transactions is made available to you. We will not be liable for any check that is altered or any

**DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE
(Continued)**

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signature that is forged unless you notify us within Sixty (60) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within Thirty (30) calendar days after the statement and first altered or forged items were made available. You must report any other Account problem including encoding errors, and errors involving additions or subtractions (debits and credits) not otherwise covered herein, including electronic transactions not covered by the Electronic Fund Transfer Act, within Sixty (60) calendar days. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure (if applicable) for further information. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within Thirty (30) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

WHOLESALE WIRE AND ACH TRANSACTIONS. With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

(A) Provisional Payment. Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

(B) Notice of Receipt. We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED. If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

NOTICES. The following terms apply to notices relating to your Account. **(A) Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account holders. **(B) Account Changes.** Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in our address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

ACCOUNT TERMINATION. You and we agree that either of us may close your Account and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address immediately upon account closure. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by notifying us in writing. We will consider your Account closed upon written request by account owner or after 30 days at zero balance. When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest UNLESS we have told you otherwise. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any Account checks are lost or stolen; you have too many transfers from your Account; or, any other provision of our Agreement with you is violated. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. In the event that we close your Account, we may mail you a Cashier's Check for the applicable remaining Account balance. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of New Mexico in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

SYSTEMS AND SOFTWARE. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

CREDIT VERIFICATION. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your Account was closed because you have abused it.

MISCELLANEOUS PROVISIONS. If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted.

**DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE
(Continued)**

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You agree not to use the Account in any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

DEATH OR INCOMPETENCE. You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

Member
FDIC

CITIZENS BANK OF LAS CRUCES

0001

Account Purpose: Non-Consumer

Account Holder Name(s): FRIENDS OF VISIT LAS CRUCES, INC.
 Reporting SSN/TIN: [REDACTED] 6793
 Mailing Address: 2001 E LOHMAN AVE 110-318, LAS CRUCES, NM 88001
 Physical Location: 2001 E LOHMAN AVE 110-318, LAS CRUCES, NM 88001
 Telephone Number: (575) 524-6831 Work #: (575) 541-2444
 Number of Signatures Required: 1 CIF Number:

ACCOUNT TYPE		ACCOUNT NUMBER	
SMALL BUSINESS CHECKING		0001	
Date Opened	Date Reopened	Opened By	Verified By
12-28-15		66	CHEXSYSTEMS

BUSINESS TYPE: Corporation (Not For Profit)

Signatures of Authorized Individuals. This Agreement is subject to all terms below.

* JAMES C BAGWELL, Agent of FRIENDS OF VISIT LAS CRUCES, INC.	X BELIA ALVAREZ, Secretary of FRIENDS OF VISIT LAS CRUCES, INC.
(Signatures and printed names of each account signer)	

The authorized Agent(s) signing above agree(s) that the Corporation's Account(s) will be governed by the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure, (if applicable), and acknowledge receipt of our privacy policy (if applicable), as amended by the Financial Institution from time to time. The authorized Agent(s) also acknowledge that they have received at least one copy of these deposit account documents.

CERTIFICATE OF AUTHORITY AND CORPORATE RESOLUTIONS Date: 12-28-2015

The individuals signing above certify that the Corporation is organized, exists, and is duly authorized to transact business under the laws of the state in which it is located and its principal office is located at the address shown above. The name of the Corporation shown herein is the complete and correct name of the Corporation. Excluding the corporation name, all registered assumed business names under which the corporation does business are as follows:

The individuals signing above certify that all of the officers and Authorized Agents ("Agents") of the Corporation listed occupy the positions shown, and have signed herein.

The officers further represent and certify that the following resolutions were adopted at a duly convened meeting of the Board of Directors or by duly authorized action in lieu of a meeting and remain unmodified and in full force and effect:

- a. That the Agents listed herein are authorized and empowered to act for and on behalf of the Corporation to carry out and perform transactions under the terms and conditions of the Agreement. The named Agents are authorized and empowered to execute such other agreements, and to perform such other acts as they deem reasonably necessary to carry out the provisions of the Agreement. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.
- b. That the Financial Institution is directed to accept and pay without further inquiry any item, bearing the following appropriate number of signature(s), drawn against any of the Corporation's accounts with the Financial Institution.
- c. That any one of such Agents is expressly authorized to endorse all checks, drafts, notes, and other items payable to or owned by the Corporation for deposit with the Financial Institution, or for collection or discount by the Financial Institution, and to accept drafts and other items payable at the Financial Institution.
- d. That the authority given to the Agents shall remain in full force until written notice of revocation is delivered and received by the Financial Institution at each location where an account is maintained. Any such notice shall not affect any items in process at the time notice is given. An Officer or Agent of the Corporation will notify the Financial Institution of any change in the ownership of the Corporation, corporate name, any assumed business names, and any aspect of the Corporation affecting the relationship between the Corporation and the Financial Institution before it occurs.
- e. That the number shown above as the Corporation Tax Identification Number (TIN) is correct.

X
 (Signature of Certifying Officer)

X
 (Signature of Other Authorized Director)

*NOTE: In the case the Secretary or other certifying officer is designated by the resolutions as one of the signing officers, this certificate must also be signed by a second Director of the Corporation.

The following information may be used to further identify individual(s) for telephone instructions, large transactions, or if a signature varies. MMN = Mother's Maiden Name

Name: JAMES C BAGWELL	SSN: [REDACTED]
Street: [REDACTED] LAS CRUCES, NM 88001	
Mailing:	
Phone: (H): (575) [REDACTED] (W): (575) 644-7818	
Job: EPA SELF EMPLOYED	
DOB: [REDACTED], ARIZONA	MMN: [REDACTED]
ID: Drivers License [REDACTED]	Exp Date: [REDACTED]-2020 Country: USA St: NM
VISA [REDACTED]	Exp Date: [REDACTED] Country: USA St:

REGULATION CC FUNDS AVAILABILITY DISCLOSURE

Account Holder: FRIENDS OF VISIT LAS CRUCES, INC.
2001 E LOHMAN AVE 110-3111
LAS CRUCES, NM 88001

Financial Institution: CITIZENS BANK OF LAS CRUCES
6-ROADRUNNER BRANCH
3991 E LOHMAN
PO BOX 2108
LAS CRUCES, NM 88011

YOUR ABILITY TO WITHDRAW FUNDS AT CITIZENS BANK OF LAS CRUCES. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours for different locations. Our cut-off hours are as follows:

5:00 PM T or C Branch Monday through Thursday
5:30 PM T or C Branch Friday only
6:00 PM All other locations

If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- * You deposit checks totaling more than \$5,000 on any one day.
- * You redeposit a check that has been returned unpaid.
- * You have overdrawn your account repeatedly in the last six months.
- * We believe a check you deposit will not be paid.
- * There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Holds On Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Special Rules For New Accounts. If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on CITIZENS BANK OF LAS CRUCES will be available on the first business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

RATE AND FEE SCHEDULE

Account Holders: FRIENDS OF VISIT LAS CRUCES, INC.
2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

Financial Institution: CITIZENS BANK OF LAS CRUCES
6-ROADRUNNER BRANCH
3991 E LOHMAN
PO BOX 2108
LAS CRUCES, NM 88011

We appreciate your decision to open a deposit account with us. This schedule sets forth certain conditions, rates, fees, and charges that are specific to your Account. Each Account Holder agrees to the terms set forth on this Deposit Account Rate and Fee Schedule, and acknowledges that it is a part of the Account Agreement. Subject to applicable law and the terms of the Account Agreement, we may amend the rates, fees and charges contained in this schedule from time to time.

SMALL BUSINESS CHECKING - [REDACTED] 0001

Account Holder: FRIENDS OF VISIT LAS CRUCES, INC.

Account Opening Date: 12-28-2015

Account Ownership: Corporation (Not For Profit)

Account Purpose: Non Consumer

Limitations: You must deposit \$200.00 to open this account. 50 checks per cycle maximum \$0.27 (including tax) per excess check. More than 50 may result in being converted to Account Analysis.

Account Fees: You must maintain a daily balance of \$1,500.00 to avoid a service charge of \$10.00 plus tax.

**RATE AND FEE SCHEDULE
(Continued)**

MISCELLANEOUS FEES AND CHARGES

ACCOUNT SERVICES

ACCOUNT CLOSED BY BANK: 28.00
ACTIVITY PRINTOUT: 2.25
BALANCE INQUIRY: 1.25
CHECK IMAGE CD: 5.50/MONTH
CHECK IMAGE CD - PERSONAL: 28.00 ANNUALLY
CHECK IMAGE CD - BUSINESS: 55.00 ANNUALLY
CLOSING ACCOUNT WITHIN 90 DAYS OF OPENING: 30.00
DORMANT CHECKING ACCOUNT (AFTER 24 MONTHS OF INACTIVITY): 10.00/MONTH
DORMANT SAVINGS ACCOUNT (AFTER 48 MONTHS OF INACTIVITY): 10.00/MONTH
JUNIOR SAVINGS EXCESS ACTIVITY CHARGE: 1.00/ITEM
MONEY MARKET EXCESS ACTIVITY CHARGE: 12.00/ITEM
PAPER STATEMENT (EASY CHECKING): 3.25/MONTH
PAPER STATEMENT (ALL OTHER CHECKING AND SAVINGS ACCOUNTS): 2.15/MONTH
QUICK PAY (ONE-TIME LOAN PAYMENT): 2.25
READY RESERVE ANNUAL FEE: 25.00
READY RESERVE TELEPHONE PAYMENT FEE: 6.00
RE-OPEN CLOSED ACCOUNT: 15.00
REGULAR SAVINGS EXCESS ACTIVITY CHARGE: 2.00/ITEM
VERIFICATION OF DEPOSIT/LOAN: 12.00

ATM FEES

ATM FOREIGN TRANSACTION FEE: 1.65
ATM OR DEBIT CARD REPLACEMENT: 10.00
ATM OR DEBIT CARD RUSH FEE: 55.00

COLLECTIONS

COLLECTION ITEMS DOMESTIC INCOMING/OUTGOING: 30.00
COLLECTION ITEMS FOREIGN INCOMING/OUTGOING: 55.00

LEGAL SERVICES

SUBPOENA PROCESSING: 125.00/HOUR, 1 HOUR MINIMUM
TAX LEVY PROCESSING: 100.00
WRIT OF GARNISHMENT: 125.00

MISCELLANEOUS FEES

BANK TO BANK ONLINE TRANSFERS: 2.00 EACH
BILL PAY SERVICE FEE: 6.50/MONTH
CHECK COPIES: 0.30 EACH
COIN COUNTING (CUSTOMERS ONLY): 1% OF TOTAL (3.00 MINIMUM)
FAX SERVICE - FIRST PAGE: 5.50
FAX SERVICE - ADDITIONAL PAGES: 1.00 EACH
PERSON TO PERSON PAYMENTS: 3.00 EACH
PHOTOCOPIES: 0.30 EACH
RESEARCH: 32.00/HOUR, 1 HOUR MINIMUM
RETURNED DEPOSITED ITEM: 6.00
STATEMENT COPY: 3.25
STOP PAYMENT: 30.00
SURE PAY : 5.50 EACH
TELEPHONE TRANSFERS: 3.25 EACH
TEMPORARY CHECKS: 1.00/CHECK

NIGHT DEPOSITORY SERVICES

NIGHT DROP DEPOSIT BAG: 30.00 EACH
NIGHT DROP KEY DEPOSIT: 10.00

NEGOTIABLE INSTRUMENTS

CASHIERS CHECK (CUSTOMERS ONLY): 5.50

OVERDRAFT SERVICES

-DAILY FEE FOR NEGATIVE ACCOUNT BALANCE: DAILY FEE IS EQUAL TO 1% OF DAILY NEGATIVE BALANCE. FEE STARTS ON 2ND CALENDAR DAY AFTER THE ACCOUNT INITIALLY BECOMES OVERDRAWN AND CONTINUES UNTIL ACCOUNT IS BROUGHT TO A POSITIVE BALANCE. PER CALENDAR DAY MAXIMUM CHARGE IS \$500.00. THERE IS NO LIMIT ON THE TOTAL FEES WE CAN CHARGE YOU FOR OVERDRAWING YOUR ACCOUNT. SUBJECT TO THE SPECIAL RULES DISCUSSED WITHIN THE DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE (WITHDRAWAL RULES, ITEM (C)), FOR TRANSACTIONS AT AN ATM AND ONE-TIME DEBIT CARD TRANSACTIONS, WE MAY ASSESS A SERVICE CHARGE (INCLUDING THE DAILY FEE FOR NEGATIVE ACCOUNT BALANCE) ON ANY WITHDRAWAL CREATED BY CHECK, IN-PERSON WITHDRAWAL, ATM WITHDRAWAL, BANK SERVICE CHARGES AND FEES, OR OTHER ELECTRONIC MEANS THAT RESULTS IN AN OVERDRAFT, WHETHER WE PAY THE OVERDRAFT OR NOT.
-NON SUFFICIENT FUNDS ITEM (RETURN ITEM) CREATED BY CHECK, IN-PERSON WITHDRAWAL, ATM WITHDRAWAL, OR OTHER ELECTRONIC MEANS: 37.00
-NON SUFFICIENT FUNDS (NSF) LOAN PAYMENT CREATED BY CHECK, IN-PERSON WITHDRAWAL, ATM WITHDRAWAL, OR OTHER ELECTRONIC MEANS: 37.00
-OVERDRAFT ITEM PAID CREATED BY CHECK, IN-PERSON WITHDRAWAL, ATM WITHDRAWAL, OR OTHER ELECTRONIC MEANS: 37.00
-SAVINGS OVERDRAFT TRANSFER: 3.00

SAFE DEPOSIT ANNUAL RENTAL (CUSTOMERS ONLY)

**RATE AND FEE SCHEDULE
(Continued)**

3 X 5: 27.00
3 X 10: 38.00
5 X 5: 33.00
5 X 10: 50.00
6 X 10: 65.00
10 X 10: 82.00
10 X 15: 110.00
15 X 15: 185.00
15 X 31: 405.00
18 X 47: 1,100.00
DRILLING CHARGE: 250.00
KEY DEPOSIT: 22.00
LATE FEE: 15.00

WIRE SERVICES (CUSTOMERS ONLY)

WIRE TRANSFERS - DOMESTIC & FOREIGN INCOMING: 8.00
WIRE TRANSFERS - DOMESTIC OUTGOING: 25.00
WIRE TRANSFERS - FOREIGN OUTGOING: 55.00

*** PLEASE NOTE:**

ALL FEES INCLUDE NEW MEXICO GROSS RECEIPTS TAX AND ARE SUBJECT TO CHANGE. *
SAFE DEPOSIT CONTENTS ARE NOT FDIC INSURED. *

REGULATION E DISCLOSURE

Depositor: FRIENDS OF VISIT LAS CRUCES, INC.
2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

Financial Institution: CITIZENS BANK OF LAS CRUCES
6-ROADRUNNER BRANCH
3991 E LOHMAN
PO BOX 2108
LAS CRUCES, NM 88011

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURES

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

BILL PAY

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- * Online bill payment.

Limitations on Frequency and Amount:

- * DORMANT BILL PAY

Bill Payment inactivity for three consecutive months will cause the Bill Payment service to be suspended. Access to the Bill Payment service can be reactivated by contacting our Support Services Department at (575) 647-4167. If your Online Banking Login ID has been deleted after six months of inactivity, a new Online Banking Login ID can be created for you along with new access to our Bill Payment service as if you were a new Bill Payment service user.

Fees and Charges for Online Service:

- * \$5.50/evole

FREE BILL PAY

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- * Online bill payment.

Fees and Charges for Online Service:

- * Free with Relationship Checking.
Free for all other Checking accounts including Business Checking accounts with a combined minimum daily balance of \$1,500.00. If the balance falls below minimum requirements, standard Bill Pay fees will apply.

ON-LINE BANKING

Types of Transactions: You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

- * Transfer funds between eligible accounts.
- * Obtain balance information on eligible accounts.
- * Review transactions on eligible accounts.
- * Make loan payments.
- * Stop payment requests.
- * Order checks.
- * Allow export of transaction history to personal finance manager.

Limitations on Frequency and Amount:

- * ONLINE BANKING DORMANT ACCOUNT

Your Online Banking Login ID will be considered dormant and will be locked if you have not logged in for 365 days. This restriction impacts your ability to access all online services, including Bill Payment. If your Online Banking Login ID is locked due to dormancy, it can be unlocked for your continued use by contacting our Support Services Department at (575) 647-4167. However, if your Online Banking ID is deleted after 24 months of inactivity, a new Online Banking ID can be created for you. This re-establishes your access to all of our Online Banking services as if you were a new customer. If your Online Banking is inactive for more than 2 years, your Online Banking is subject to deletion and your E-Statements will be discontinued. Your statements and notices will revert back to paper format and you may be subject to Paper Statement fees.

Fees and Charges for Online Service:

- * There is no charge for banking online with us.

ATM CARD

Types of Transfers: You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the ATM Request Form. At present you may use your card to (some of these services may not be available at all ATMs).

- * Withdraw cash from your checking account.
- * Withdraw cash from your savings account.
- * Transfer funds between your checking and savings accounts.

**REGULATION E DISCLOSURE
(Continued)**

Page 2

- * Obtain balance information on your deposit accounts.

Limitations on Frequency and Amount:

- * You may make 10 cash withdrawals from ATMs per day.
- * You may withdraw up to a maximum of \$325.00 (if there are sufficient funds in your account) per day.
- * For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs.

Fees and Charges for ATM Transactions:

- * There is no charge for ATM withdrawals at machines owned by us.
- * There is a \$1.65 charge for each ATM withdrawal at machines we do not own.
- * There is a Replacement Card Fee of \$5.50 per card.

ATM Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

ACH CREDIT

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- * Accept direct deposits from your employer or other financial institutions to your checking or savings account.

Fees and Charges:

- * We do not charge for any preauthorized EFTs.

SUREPAY

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- * Pay certain recurring bills from your checking or savings account.

Limitations on Frequency and Amount:

- * FUNDS MUST BE AVAILABLE TWO BUSINESS DAYS BEFORE TRANSFER DATE.

Fees and Charges:

- * \$5.50.
- * We will charge \$28.00 for each stop-payment order for preauthorized transfers.

DIRECT DEPOSIT

Types of Preauthorized Transfers: You may arrange for us to complete the following preauthorized transfers to your deposit accounts:

- * Accept direct deposits from the U.S. Treasury Department to your checking or savings account.

Fees and Charges:

- * We do not charge for any preauthorized EFTs.

CITIZENS BANK CASH & CHECK CARD

Types of Transactions/Transfers: You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a VISA symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- * Withdraw cash from your checking account.
- * Withdraw cash from your savings account.
- * Transfer funds between your checking and savings accounts.
- * Obtain balance information on your deposit accounts.
- * Make loan payments from your deposit accounts.

Limitations on Frequency and Amount:

- * You may make 5 cash withdrawals from ATMs per day.
- * You may withdraw up to a maximum of \$325.00 (if there are sufficient funds in your account) per day.
- * For security purposes, there are limits on the frequency and amount of transfers you may make using ATMs and this Point of Sale service.
- * Maximum purchases per day: \$500.00.
- * You may purchase up to a maximum of \$500.00 worth of goods and services per day, inclusive of ATM withdrawals.

Fees and Charges:

- * There is no charge for ATM withdrawals at machines owned by us.
- * There is a \$1.65 charge for each ATM withdrawal at machines we do not own.

REGULATION E DISCLOSURE (Continued)

- There is a Replacement Card Fee of \$5.50 per card.
- We do not charge for any POS transactions.

ATM Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

VOICE RESPONSE

Types of Audio Response Services: You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

- Transfer funds between your deposit accounts.
- Obtain balance information on your deposit accounts.
- Verify the last date and amount of your payroll deposit.
- Determine if a particular check has cleared your account.

Limitations on Frequency and Amount:

- There are no limits on the number or dollar amount of inquiries, transfers or withdrawals you may make per day.

Fees and Charges for Audio Response Transactions:

- We do not charge for any Audio Response Transactions.

Other EFT Transactions. You may access certain account(s) you maintain with us by other EFT transaction types as described below.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your account using information from your check to pay for purchases or pay bills. Electronic check conversion is a payment process in which a merchant or other payee (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. When information from your check is used to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

Re-presented Check Transactions and Fees. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction is debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act or this disclosure. A description of the transaction will appear on your statement.

PIN/Password Security: You are responsible for the security and confidentiality of any PIN or Password used to access any Citizens Bank of Las Cruces electronic transfer, including but not limited to the ATM PIN, POS PIN, Visa Cash and Check Card PIN, Audio Response PIN, and On-Line Banking Password. You agree not to disclose or otherwise make available any PIN or Password to anyone not authorized to sign on your account(s). If you do disclose your Pin or Password to another, you have granted them authorization to use that device to make transfers. Until you notify us, that authorization will remain in effect. Telephoning us at (575) 647-4100 is the quickest way to revoke this authorization. We may request that you put this revocation in writing within 10 business days after first contacting us. If you fail to revoke this authorization, you may be liable for all transfers made by the authorized person, even if you were unaware of the transfers at the time they were made. We encourage you to change your PIN(s) and Password(s) from time to time for your own protection. You agree to follow prudent internet security guidelines to prevent unauthorized persons from installing programs on your computer that would compromise your On-Line Banking Login and Password.

Liability for Unauthorized VISA Debit Card Transactions. The following limitations may be applicable to your accounts, except as provided by law:

The zero liability limit described below only applies to debit cards that are United States issued VISA Consumer Cards or VISA Business Cards for transactions processed through a VISA network or, for ATM transactions, a Plus network. The zero liability limit described below does not apply to: (a) other types of VISA commercial debit cards that are not VISA Business Cards; (b) transactions using your personal identification number that are not processed through a VISA network; and (c) ATM transactions which are not sent over VISA or Plus networks.

Tell us **AT ONCE** if you believe your VISA debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your VISA debit card. Your liability for unauthorized VISA debit card transactions that are processed through a VISA or Plus network, as applicable, will be zero dollars (\$0.00). However, to the extent allowed under applicable law (see for example the **Liability for Unauthorized Transfers** paragraph below) we may hold you liable for the entire amount of an unauthorized transaction if we find, based on substantial evidence, that you have been grossly negligent or fraudulent in the handling of your deposit account or VISA debit card.

For VISA Business Cards: (a) in order for an unauthorized transaction to be covered by the zero liability limit described above you must notify us within sixty (60) calendar days of the mailing of the first statement showing the unauthorized transaction; and (b) an "unauthorized transaction" does not include any transaction allegedly conducted by (i) a business co-owner, (ii) the cardholder or person authorized by the cardholder, or (iii) any other person with an interest in or authority to transact business on the account.

To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the **Liability for Unauthorized Transfers** paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience. We may require you to provide a written statement regarding an unauthorized VISA debit card transaction in order for the zero liability limit described above to be applied.

VISA is a registered trademark of Visa in the United States and other countries.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

Liability for Unauthorized Transfers. Tell us **AT ONCE** if you believe your card, ATM PIN, POS card or PIN, Audio Response PIN, or online banking PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days after you learn of the loss or theft of your card or code, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do **NOT** tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make,

REGULATION E DISCLOSURE
(Continued)

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including those made by card code or other such means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call (575) 647-4100, or write us at CITIZENS BANK OF LAS CRUCES, 505 S. MAIN, LAS CRUCES, NM 88001. You should also call the number or write this address if you believe a transfer has been made using the information from your check without your permission.

Illegal Transactions. You may not use your ATM, POS, or Debit Card, or other access device for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Business Days. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Stop Payments on ATM, POS, or Debit Card Transactions. You may not place a stop payment order on any ATM, POS, or debit card transaction.

Documentation.

Periodic Statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit.

Terminal Receipt. You can get a receipt at the time you make a transfer to or from your account using one of our ATMs or a POS terminal. However, receipts for transactions of \$15.00 or less may not always be available.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at (575) 647-4100 to find out whether or not the deposit has been made.

Our Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at (575) 647-4100, or write us at CITIZENS BANK OF LAS CRUCES, 505 S. MAIN, LAS CRUCES, NM 88001 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If a notice of error involves unauthorized use of your point of sale debit card with the VISA logo when it is used as a VISA point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

Personal Identification Number (PIN). The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You

FACTS**WHAT DOES CITIZENS BANK OF LAS CRUCES DO WITH YOUR PERSONAL INFORMATION?**

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> • Social Security number and income • account balances and payment history • credit history and credit scores When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons CITIZENS BANK OF LAS CRUCES chooses to share; and whether you can limit this sharing.

Does our affiliate ever receive information?	CITIZENS BANK OF LAS CRUCES	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 575-647-4100 or go to WWW.CITIZENSLC.COM	

What we do

How does CITIZENS BANK OF LAS CRUCES protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does CITIZENS BANK OF LAS CRUCES collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> • open an account or deposit money • pay your bills or apply for a loan • use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes – information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>CITIZENS BANK OF LAS CRUCES has no affiliates.</i>
Noneffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • <i>CITIZENS BANK OF LAS CRUCES does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> • <i>CITIZENS BANK OF LAS CRUCES doesn't jointly market.</i>

Other important information

FACTS**WHAT DOES CITIZENS BANK OF LAS CRUCES DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons CITIZENS BANK OF LAS CRUCES chooses to share; and whether you can limit this sharing.

Reasons you can share your personal information	Does CITIZENS BANK OF LAS CRUCES share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes—to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Call 575-647-4100 or go to WWW.CITIZENSLC.COM	

CITIZENS BANK CHECKING DEPOSIT - COUNTER DATE: 12/28/15

NAME: Friends of Vialta Las Cruces

ADDRESS: [Redacted]

Account Number: [Redacted] 0001

Amount: \$200.00

Check Number: 1550 100009 44

Check: 0 Amount: \$200.00 Account: 135770001 Date: 12/28/2015
 Run: 1009, Batch: 4, Seq: 12, Source: Roadrunner IMELAS5

CITIZENS BANK CASH IN TICKET TELLER NO. 63

Amount: 200.00

Date: 12/29/15

Time: 11:48:29

Account: 6310

Check Number: 151122012890

Check: 0 Amount: \$200.00 Account: 6310 Date: 12/28/2015
 Run: 1009, Batch: 4, Seq: 13, Source: Roadrunner IMELAS5

EXHIBIT 25

1001

FRIENDS OF VISIT LAS CRUCES INC
2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 89001

 Checkmark icon
95-128/122

DATE 1/7/16

PAY TO THE ORDER OF PHIL SAN FILIPPO 200 ⁰⁰/₁₀₀

TWO HUNDRED AND ⁰⁰/₁₀₀ DOLLARS



CITIZENS BANK
OF LAS CRUCES
THE BANK OF LAS CRUCES AND MORGAN BANK

FOR REIMBURSE FUNDS TO OPEN ACCT



⑈001001⑈ ⑆1122012891⑆ ⑆[REDACTED]⑆



CITIZENS BANK OF LAS CRUCES

Member FDIC Genuine Hometown Banking

575-575-3100 • P.O. BOX 3167 • LAS CRUCES, NM 88001-3167

Date 1/29/16
PRIMARY ACCOUNT
ENCLOSURES

Page 1
0001

FRIENDS OF VISIT LAS CRUCES INC
2001 E LOHMAN AVE # 110-318
LAS CRUCES NM 88001-3167

*****CHECKING ACCOUNTS*****

ACCOUNT TITLE: FRIENDS OF VISIT LAS CRUCES INC

BEEN MEANING TO OPEN A NEW CHECKING OR SAVINGS ACCOUNT?
NOW YOU CAN DO IT ONLINE!
LOG IN TO ONLINE BANKING AND LOOK FOR THE "OPEN AN ACCOUNT" TAB.
CROSS IT OFF YOUR "TO-DO" LIST TODAY!

SMALL BUSINESS CHKG		CHECK SAFEKEEPING	
ACCOUNT NUMBER	0001	Statement Dates	1/01/16 thru 1/31/16
PREVIOUS BALANCE	5,076.42	DAYS IN THE STATEMENT PERIOD	31
11 DEPOSITS/CREDITS	4,274.54	AVERAGE LEDGER	6,846.50
2 CHECKS/DEBITS	280.51	AVERAGE COLLECTED	6,780.38
SERVICE CHARGE	.00		
INTEREST PAID	.00		
CURRENT BALANCE	9,070.45		

Deposits and Additions

Date	Description	Amount
1/05	DEPOSIT	750.00 DP
1/11	160111P2 Square Inc 021000020385801CCD	79.72
1/14	160114P2 Square Inc 021000029830203CCD	289.35
1/14	DEPOSIT	1,050.00 DP
1/20	160120P2 Square Inc 021000021541762CCD	144.60
1/21	160121P2 Square Inc 021000029763289CCD	193.22
1/25	160123P2 Square Inc 021000026063718CCD	291.75
1/26	DEPOSIT	1,100.00 DP
1/27	160127P2 Square Inc 021000021659712CCD	144.60
1/28	160128P2 Square Inc 021000020152214CCD	86.70
1/29	160129P2 Square Inc 021000021663269CCD	144.60

STATEMENT CODE SUMMARY

CODE	DESCRIPTION	SERIAL
DP	DEPOSIT	

EXHIBIT 27



CITIZENS BANK
OF LAS CRUCES

Genuine Hometown Banking

Date 1/29/16
PRIMARY ACCOUNT
ENCLOSURES

Page 2
0001

FRIENDS OF VISIT LAS CRUCES INC
2001 E LOHMAN AVE # 110-318
LAS CRUCES NM 88001-3167

SMALL BUSINESS CHKG

0001 (Continued)

----- SUMMARY BY CHECK NUMBER -----

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
1/11	1001	200.00	1/20	1002	80.51

* DENOTES MISSING CHECK NUMBERS

DAILY BALANCE INFORMATION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
1/01	5,076.42	1/20	7,109.58	1/27	8,839.15
1/05	5,826.42	1/21	7,302.80	1/28	8,925.85
1/11	5,706.14	1/25	7,594.55	1/29	9,070.45
1/14	7,045.49	1/26	8,694.55		

*** END OF STATEMENT ***

Checks for local talent

Jennifer Bales

Wed 4/27/2016 11:37 AM

Inbox

To: James <bagwellcpa@hotmail.com>; Philip San Filippo <psfilippo@las-cruces.org>;

📎 1 attachment (11 KB)

Local talent schedule and pricing.xlsx;

Attached are the checks needed for the local talent
Names checks payable to is below

I would need them by Friday before the festival - Please

Jennifer Bales
Director of Sales & Services
jbales@las-cruces.org
575-541-2258; office
575-636-7035; cell

From: Tiffany Schroer
Sent: Wednesday, April 27, 2016 11:36 AM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: local \$\$

Checks made payable to

Border Avenue
Chris Baker
Vince Alten
Dawson Yarbrough

EXHIBIT 28

Tiffany Schroer, Sales Coordinator

Visit Las Cruces

211 N. Water Street, Las Cruces, New Mexico 88001

575-541-2174 direct | tschroer@las-cruces.org

Proud recipient of DMAI accreditation

Explore. Experience. Discover.



Untitled

Philip San Filippo

Thu 5/5/2016 3:07 PM

To: James Bagwell <bagwellicpa@hotmail.com>;

Cc: Marci Dickerson (marcidickerson@aol.com) <marcidickerson@aol.com>; Jennifer Bales <jbales@las-cruces.org>,

 2 attachments (337 KB)

Resized_20160505_081314.jpg; ATT00001.txt;

This is approved for payment

-----Original Message-----

From: Marci Dickerson [<mailto:marcidickerson@aol.com>]

Sent: Thursday, May 5, 2016 2:12 PM

To: Philip San Filippo <psfilippo@las-cruces.org>; James <bagwellicpa@hotmail.com>

Subject:

5/5/2016

[Tiny Scanner] Doc May 05, 2016, 14:12 - Jan 11

[Tiny Scanner] Doc May 05, 2016, 14:12

Marci Dickerson

Tue 5/5/2016 2:18 PM

to Philip San Filippo <psfilippo@las-cruces.org>; James <bigwellcpa@hotmail.com>

📎 4 attachments (4 MB)

Doc May 05, 2016, 14:12.pdf; ATT00001.txt

Here are Kenny invoices. I will drop the original to James.

The totals in order are:

\$12,997.50

\$4,278.34

\$8,632.51

\$24,966.03

One check for all will be fine. Can he pick up tomorrow?

KENNY ARROYOS / KW SOUND AND LIGHTS

4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Invoice

Date	Invoice #
4/26/2016	1458

Bill To
Dickersons Events

Event
L.C. Country Music Festival April 28-May 1, 2016

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/26/2016			

Quantity	Item Code	Description	Price Each	Amount
1	Mega Stage 40	Mega Stage 40, 40' X 40" Stage w/ stair way & 40' x 40' roof	10,000.00	10,000.00T
1	8' X 8' Ego Ramp	8'X8' section @ stage height, center stage	800.00	800.00T
6	Stage S/Up Crew	6ea. experienced hands to Assemble Mega Stage & to tear down on sunday	200.00	1,200.00T

Subtotal	\$12,000.00
Sales Tax	\$997.50
Total	\$12,997.50
Balance Due	\$12,997.50

KENNY ARROYOS / KW SOUND AND LIGHTS
 4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Invoice

Date	Invoice #
4/26/2016	1457

Bill To
Dickersons Events

Event
L.C.Country Music Festival April 29 - May 1 , 2016

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/26/2016			

Quantity	Item Code	Description	Price Each	Amount
1	ConcertVideoPac#2	2ea. Large Inflatable Screens / 2ea.Large Projectors , 2ea. Cameras w/operators Upgrade to Short throw projectors / to save space & improve picture	2,500.00	2,500.00T
1	Projector Pac # 8	Optoma WXGA / HDMI 3500 Lumens Short throw projector Cabling / East Cut & Splitter South Stage	1,000.00	1,000.00T
1	Video in-out pac# 1	Analog Way Easy Cut / Scaler / Splitter Hum Eliminator / Cables / Tech for video & stationary camera Must include 2ea. Rooms for April 28- May 1	450.00	450.00T

Subtotal	\$3,950.00
Sales Tax	\$328.34
Total	\$4,278.34
Balance Due	\$4,278.34

KENNY ARROYOS / KW SOUND AND LIGHTS

4850 VISTA CUESTA
LAS CRUCES, NM 88001

Phone: 575-649-2224

kw_sound@yahoo.com

Invoice

Date	Invoice #
4/26/2016	1456

Bill To
Dickersons Events

Event
L.C. Country Music Festival April 29-May 1, 2016

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/26/2016			

Quantity	Item Code	Description	Price Each	Amount
1	EV 10 STACKS # 4	Sound for Main stage 10ea. Stacks of EV MT4 (4X18"X4X10"X4X1"X4X2' PER STACK) & Power amps - Processing -cabling- ac cabling / 10ea. Bi-amped wedges - 4ea. Tri-amped Drum Monitors - 2ea. Tri-amped Side Fills 2ea. Yamaha M7CL-48 Digital Console / 1ea. Behringer X-32 (Mon. for NGDB)	0.00 5,800.00	0.00 5,800.00T
1	In Ear Pac # 4	Shure 900 series 8 channels - 10 packs / In ear system	1,250.00	1,250.00T
1	Avid D Show	Avid D show console with side car - anvil style case	800.00	800.00T
1	Avid SC48 Console	SCA / Avid SC48 Digital Console / with Flight case	800.00	800.00T
1	Concert lights #2	Lighting for Main stage 60 ea. 1000 watt par cans & dimmers 6 ea 750 watt lekos , 2ea 8 light mole fays 8 ea ACL cans , 2 ea 1200 follow spots 2ea. spot ops , 1 LD 3 HANDS To set up & tear down	5,500.00	5,500.00T
1	Movers Pac. # 8	4ea. Proel 575 Intelligent Lights / 4ea. Elation 575 Power Spots / 4ea. Proel 1200 Intellegent Lights /	1,500.00	1,500.00T
3	Stage hand Pac#4	6ea. loaders / stage hands , for 8 hrs per day @ 25.00 per hour per man	1,200.00	3,600.00T
1	EV-ETX Rig #14A	South Stage 4ea. EV-ETX-18SP Bass bins / 4ea. EV-ETX-12P Tops / 2ea. QSC K12 Monitors 3ea. EV -EKX-12P Monitors / 1ea. EV-EKX-12P with Bass bin / Behringer X-32 Digital console W / I-Pad control / basic mic package / mic stands / all cabling / all AC cabling Fashion Show @ Farn & Ranch	2,800.00	2,800.00T

Subtotal
Sales Tax
Total
Balance Due

KENNY ARROYOS / KW SOUND AND LIGHTS

4950 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Invoice

Date	Invoice #
4/26/2016	1456

Bill To
Dickersuns Events

Event
L.C. Country Music Festival April 29-May 1, 2016

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/26/2016			

Quantity	Item Code	Description	Price Each	Amount
1	EV-ETX Rig #14A	4ca. EV-ETX-18SP Bass bins / 4ca. EV-ETX-12P Tops / 2ca. QSC K12 Monitors 3ca. EV -EKX-12P Monitors / 1ca. EV-EKX-12P with Bass bin / Behringer X-32 Digital console W / I-Pad control / basic mic package / mic stands / all cabling / all AC cabling	1,000.00	1,000.00

Subtotal	\$23,050.00
Sales Tax	\$1,916.03
Total	\$24,966.03
Balance Due	\$24,966.03

KENNY ARROYOS / KW SOUND AND LIGHTS

4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Invoice

Date	Invoice #
4/19/2016	1455

Bill To
Dickersons Events

Event
L.C. Country Music Festival April 29-May 1

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/19/2016			

Quantity	Item Code	Description	Price Each	Amount
1	YamahaBeechKit#2	Nitty Gritty Dirt Band Yamaha Beech Custom 22" BD - 14" SN - 13" Piccolo SN - 12" Tm-14" Tm / 5ea. Cymbal boom stands / H.H. Stand / Drum Throne / Basic Cymbal Pac	450.00	450.00T
1	New Drum heads 2	14" sn. 12" tm. 14"fl. 16"fl.	120.00	120.00T
1	SWR 400 Bass Amp	SWR 400 Bass Amp w/ SKB Rack	100.00	100.00T
1	SWR Goliath 3	SWR Goliath 3 4x10" speaker cab. w/case	100.00	100.00T
1	SWR 1X15" Cab.	SWR Son of Bertha 1x15" Spkr. Cab.	125.00	125.00T
1	FenderDeluxe	Fender 65 Reissue Deluxe Reverb Amp	150.00	150.00T
1	Nord Electro 4 SW73	Nord Electro 4 SW 73 / Sustain pedal (piano style) Volume pedal (EV5) Rotor switch (dp2)IEC Power cable / Gator case	200.00	200.00T
1	Nord Stage 2	Nord stage II 88 note keyboard	20.00	40.00T
2	Guitar Boat	Guitar Boat	25.00	25.00T
1	Guitar Stands Pac	6ea. Ultimate Support Guitar stands & 1ea. Bass stand	25.00	25.00T
1	GuitarStandPac # 2	4ea. Hercules Hanging guitar stands		
1	DW Kit # 5	Lee Ann Womack DW KIT 22" BD-24"BD -14"SN-2ca. Rack Tms-1ea. Fl.Tms - hardware-throne-basic cymbal pack	450.00	450.00T
1	New Drum heads 2	14" sn. 12" tm. 14"fl. 16"fl.	120.00	120.00T
1	SWR 750 AMP	SWR 750 Bass AMP W/Rack	100.00	100.00T
1	SWR Goliath 3	SWR Goliath 3 4x10" speaker cab. w/case	100.00	100.00T
1	FenderDeluxe	Fender 65 Reissue Deluxe Reverb Amp	125.00	125.00T
1	Fender H.R.D'LUX	Fender hot rod deluxe w/1x12"	125.00	125.00T
1	Guitar Stands Pac	6ea. Ultimate Support Guitar stands & 1ea. Bass stand	25.00	25.00T
1	Guitar Boat	Guitar Boat	25.00	25.00T
		David Nail		

Subtotal
Sales Tax
Total
Balance Due

KENNY A. ROYOS / KW SOUND AND LIGHTS

4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Invoice

Date	Invoice #
4/19/2016	1455

Bill To
 Dickersons Events

Event
 L.C. Country Music Festival
 April 29-May 1

O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/19/2016			

Quantity	Item Code	Description	Price Each	Amount
1	YamahaBeechKit# 3	Yamaha Beech Custom 22" Bd / 12"-14"-16" TMs / 14" Ludwig Black Beauty Sn. / 13" Pop Sn. / 6ea. Cymbal boom stands / H.H. Stand / DW 5000 single pedal / Drum throne / basic cymbal pac	450.00	450.00T
1	New Drum Heads 4	2ea. 14" SN. Heads / 10"-12"-14"16"	125.00	125.00T
1	Ampeg SVT Classic	Ampeg SVT Classic Tube Bass AMP	150.00	150.00T
1	Ampeg SVT 8x10	Ampeg SVT 8x10" speaker cab.	100.00	100.00T
1	Vox AC 30	Vox AC 30 2x12" Guitar Amp	150.00	150.00T
1	Fender Twin #1	65 Reissue Fender Twin Black Face	150.00	150.00T
1	Nord Electro 4 SW73	Nord Electro 4 SW 73 / Sustain pedal (piano style) Volume pedal (EV5) Rotor switch (dp2)IEC Power cable / Gator case	150.00	150.00T
1	YamahaMotif XF8	Yamaha 88 note , Motif XF8 , Pedal , AC cable & case	200.00	200.00T
1	Keyboard pac	Keyboard stands & thrones	75.00	75.00T
1	Guitar Stands Pac	6ea. Ultimate Support Guitar stands & 1ea. Bass stand	25.00	25.00T
2	Guitar Boat	Guitar Boat	20.00	40.00T
1	Pearl Kit# 3	22"B.D.-14"SN. 12"TM. 14"FL. 16"FL. Hardware,Throne,& Cymbal Package	450.00	450.00T
1	New Drum heads 2	14" sn. 12" tm. 14"fl. 16"fl.	125.00	125.00T
1	Ampeg SVT4 Amp	Ampeg SVT-4 Bass amp	100.00	100.00T
1	Ampeg SVT 8x10	Ampeg SVT 8x10" speaker cab.	100.00	100.00T
1	Fender Super Rev.	65 Reissue Fender Super Reverb 4 x 10"	125.00	125.00T
1	Fender Twin #1	65 Reissue Fender Twin Black Face	150.00	150.00T
1	Guitar Stands Pac	6ea. Ultimate Support Guitar stands & 1ea. Bass stand	25.00	25.00T
1	GuitarBoat #1	6 Guitar Boat	20.00	20.00T
1	DW Kit # 5	Rick Trevino DW KIT 22" BD-24"BD -14"SN-2ea. Rack Tms-1ea. Fl.Tms - hardware-throne-basic cymbal pack	450.00	450.00T

Subtotal
Sales Tax
Total
Balance Due

KENNY ARROYOS / KW SOUND AND LIGHTS

4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Invoice

Date	Invoice #
4/19/2016	1455

Bill To
Dickersons Events

Event
L.C. Country Music Festival April 29-May 1

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/19/2016			

Quantity	Item Code	Description	Price Each	Amount
1	New Drum heads 2	14" sn. 12" tm. 14"fl. 16"fl.	125.00	125.00T
1	GK 800 RB	Gallian Kruger 800 RB Bass amp	100.00	100.00T
1	SWR Goliath 3	SWR Goliath 3 4x10" speaker cab. w/case	100.00	100.00T
1	SWR 1X15" Cab.	SWR Son of Bertha 1x15" Spkr. Cab.	100.00	100.00T
1	Fender Twin #1	65 Reissue Fender Twin Black Face	150.00	300.00T
2	Yamaha P200	Yamaha P 200 88 key piano	250.00	250.00T
1	Roland VK-7	Roland VK-7 Organ	250.00	250.00T
1	Keyboard pac	Keyboard stands & thrones	75.00	75.00T
1	Roland KC 500	Roland KC-500 Keyboard amp w/1x15" & horn	150.00	150.00T
1	Guitar Stands Pac	6ea. Ultimate Support Guitar stands & 1ea. Bass stand South Stage	25.00	25.00T
1	Mapex Kit # 4	Mapex Pro Mars Kit - 20" bd-10"tm.-12"tm-14"fltm.-16"fltm-14"sn-5ea.cymbal booms-HH stand-throne-bd pedal	400.00	400.00T
1	New DrumHead 1	10"coated,12"coated,14"coated,16"coated heads	80.00	80.00T
1	Ampeg SVT 2 PRO	Ampeg SVT Pro 2 / all Tube	100.00	100.00T
1	Ampeg SVT 4X10"	Ampeg SVT 4X10" Bass Cab.	100.00	100.00T
1	Fender 65 Bassman	Fender 65 reissue bassmann amp	75.00	75.00T
1	FenderHotRod2x12	FENDER Hot Rod DeVille 2 x 12"	75.00	75.00T

Subtotal	\$7,970.00
Sales Tax	\$662.51
Total	\$8,632.51
Balance Due	\$8,632.51

Deposits for CMF 2017 artists

Jennifer Bales

Mon 11/7/2016 11:34 AM

To: Philip San Filippo <psfilippo@las-cruces.org>;

Cc: James <bagwellcpa@hotmail.com>; Brian Bagwell (bagwellbryan@hotmail.com) <bagwellbryan@hotmail.com>;

Phil,

I need approval for James to obtain certified checks for the following:

Kacey Musgraves:

Corp: DandyLion, LLC f/s/o Kacey Musgraves (45-4818724)
\$37,500.00 - deposit
Remaining balance of \$37,500.00 due day of event

CREATIVE ARTISTS AGENCY
ASS
COMMENT 2 2017 CMF
AGREEMENT # 655266
KACEY MUSGRAVES

Dan & Shay:

ELI YOUNG

Corp: Spike O'Doyle Touring, Inc. (46-4790583)
\$25,000.00 - deposit
Remaining balance of \$25,000.00 due day of event

CREATIVE ARTISTS AGENCY
COMMENT 2 2017 CMF
AGREEMENT # 655267
DAN + SHAY

I may be getting the contracts for Travis Tritt and Marshal Tucker Band today. If so, I will send another email with the deposit checks required for them. Hope to have Tanya Tucker's contract by end of week.

Please let me know if you have any questions.

Thanks
Jen

Jennifer Bales

Director of Sales & Services / Visit Las Cruces
Direct: 575-541-2258 Main: 575-541-2444 Cell: 575-636-7035
211 N. Water Street, Las Cruces, NM 88001



1/20/2017

RE: invoice as per Phil San Filippo for first payment of three for ... - James

RE: invoice as per Phil San Filippo for first payment of three for Creative Director services

Philip San Filippo <psfilippo@las-cruces.org>

Fri 1/20/2017 11:21 AM

Inbox

To: James <bagwellcpa@hotmail.com>;

Cc: Jennifer Bales <jbales@las-cruces.org>;

James,

Please make this payment to Gene Dries.

From: James [mailto:bagwellcpa@hotmail.com]

Sent: Friday, January 20, 2017 9:27 AM

To: Philip San Filippo <psfilippo@las-cruces.org>

Subject: Fw: invoice as per Phil San Filippo for first payment of three for Creative Director services

Morning Mr Phil,

I know this is ok for payment, just wanted to get your email approval in the file.

NEW ADDRESS!

Pueblo Plaza, Corner of Main and Avenida de Mesilla

1100 S Main Ste 110

Las Cruces, NM 88005

James C. Bagwell CPA

(575) 524-6831 Fax (575) 524-6832

1/20/2017

RE: Invoice as per Phil San Filippo for first payment of three for ... - James

NOTICE: This email and any attached files are for the sole use of the intended recipient and may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this email in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Please immediately advise the sender by reply email and delete all copies of this communication, thank you.

From: Gene Dries <juxtapromotion@comcast.net>

Sent: Thursday, January 19, 2017 10:29 PM

To: James

Cc: juxtapromotion@comcast.net

Subject: invoice as per Phil San Filippo for first payment of three for Creative Director services

James,

As per Phil, I am sending in an invoice for my first payment of \$5'000.00 for my services as creative director of Las Cruces Country Music Festival 2017. Please let me know when you receive this

and if it is sufficient for your needs to issue this payment.

Dries

Gene

Jux.ta.Promotion

Eugene A. (Gene) Dries Jr.

P.O. Box 120442 Nashville, TN 37212

615-406-8000 / juxtapromotion@comcast.net

5/4/2018

Mail - bagwellcpa@hotmail.com

FW: Invoice 159-766421 from Out of the Blue Graphics, Inc.

Elizabeth Vega <elizabeth.vega@las-cruces.org>

Thu 5/3/2018 4:22 PM

Re: James <bagwellcpa@hotmail.com>

Cc: Jennifer Bales <jbales@las-cruces.org>

1 attachment (60 KB)

inv_159766421_from_Out_of_the_Blue_Graphics_Inc_4924.pdf

Hi James,

Can we actually cancel the \$2000 check that we wrote for Sunday (I still have it and can tear it up) and make it in the amount of \$2500 instead? Attached is the revised invoice. I can pick up whenever it is ready.

Also as an FYI, we'll be making a deposit soon to the account. Let me know if you need anything else!

Thanks,
Liz

From: Out of the Blue Graphics, Inc. [mailto:bluegraphix@zianet.com]
Sent: Thursday, May 3, 2018 3:47 PM
To: Elizabeth Vega <elizabeth.vega@las-cruces.org>
Subject: Invoice 159-766421 from Out of the Blue Graphics, Inc.

Invoice 
159-766421

Amount Due: **\$2,500.00**

Dear Liz

Your invoice is attached. Please remit payment at your earliest convenience.

Thank you for your business – we appreciate it very much.

Sincerely,

Out of the Blue Graphics, Inc.
575-527-2667

Out of the Blue Graphics, Inc.

100 E. Willoughby Ave.
Las Cruces, NM 88001

Invoice

Date	Invoice #
5/2/2018	159-766421

Bill To
Friends Of Visit Las Cruces Liz Olgas 2001 E. Lohman Ave Las Cruces, NM 88001 575-636-3732

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Net 30		5/2/2018			
Quantity	Item Code	Description			Price Each	Amount
500	ASI Out-Sourcing	Custom made medals for 5K and 10K run Sales Tax - Las Cruces			5.00 8.3125%	2,500.00 0.00
					Total	\$2,500.00

5/14/2018

Mali - bagwellcpa@hotmail.com

FW:

Mon 5/14/2018 10:12 AM

To: James <bagwellcpa@hotmail.com>

1 attachment (469 KB)

doc00510320180514101105.pdf

Good Morning James,

We received this invoice for the insurance for the friends group and Jen wanted me to forward to you for payment.

Thank you,

Veronica Quezada

-----Original Message-----

From: kyocerascans@las-cruces.org [<mailto:kyocerascans@las-cruces.org>]

Sent: Monday, May 14, 2018 10:11 AM

To: Veronica Quezada <vquezada@las-cruces.org>

Subject:

TASKalfa 5052ci

[00:17:c8:4d:8c:6e]



GreatAmericanInsurance.com

DIRECT BILL INVOICE

For billing inquiries, please contact Great American Insurance Direct Bill Customer Service at (800) 847-4357, option 3.

Service hours are 8:00 a.m. to 5:00 p.m. (EST) Monday through Thursday and 8:00 a.m. to 3:30 p.m. on Friday.

For questions regarding policy or premiums, please contact your insurance agency.

FRIENDS OF VISIT LAS CRUCES INC
211 N WATER STREET
LAS CRUCES NM 88801

HUB INTERNATIONAL SOUTHWEST
AGENCY LTD REGIONAL
PO Box 90756
Albuquerque, NM 87199-0756
800-800-5661

ACCOUNT NUMBER	MASTER PRODUCER	BILL DATE	DUE DATE	CURRENT BALANCE	MINIMUM AMOUNT DUE
301379314	1451209	05/03/2018	05/23/2018	\$908.00	\$305.67

policy symbol	policy number	policy mod	post date	description	account activity	minimum amount due
			04/14/2017	Previous Amount Billed	\$ 226.50	
				Payment Received - Thank You!	\$ 894.00	
EPP	4918623	02-00	04/29/2018	Executive Protection & EPL Policy Renewal (Premium) 04/28/2018 - 04/28/2019	\$ 908.00	
				Current Amount Due		\$ 302.67
				Service Charge		\$ 3.00
TOTAL DUE (minimum amount due):						\$ 305.67
TOTAL DUE (if paid in full):						\$ 908.00

Paperless billing is now available - go to <https://mybilling.gaic.com> to sign up!

PAYMENT OPTIONS

PAY BY WEB: To make a one time or recurring payment from your bank account or credit card, please visit <https://mybilling.gaic.com>. This service is free and available 24 hours a day.

PAY BY PHONE: To make electronic check or credit card payments by phone, please call (800) 847-4357, select option 2 or 3 and follow the prompts. The automated payment by phone service is free and available 24 hours a day.

PAY BY MOBILE: To make a one time bank account or credit card payment from your mobile device, please visit www.gaic.com/Policyholder-Services. In the "Mobile Apps" section, please find the app which corresponds to your policy coverage, and then click on the link for your device. This service is free and available 24 hours a day.

AUTOMATIC RECURRING PAYMENT: Automatic Recurring Payment offers a convenient way to have your insurance payment automatically withdrawn from your credit card, checking or savings account. To set up a recurring electronic deduction for your account, please visit <https://mybilling.gaic.com>, or call us at (800) 847-4357, option 3.

PAY BY MAIL: To pay your bill by mail, please send a check payable to "Great American Insurance" with the stub below in the envelope provided. Detach and return this portion with your payment in the envelope provided.

ACCOUNT NUMBER	DUE DATE	PAYMENT IN FULL	MINIMUM AMOUNT DUE	AMOUNT ENCLOSED
301379314	05/23/2018	\$908.00	\$305.67	

S2202X10301379314D25



GREAT AMERICAN INSURANCE CO.
SPECIALTY ACCOUNTING
PO BOX 89400
CLEVELAND, OH 44101-6400

address change

check box and fill out back of page

FRIENDS OF VISIT LAS CRUCES, INC.
211 N WATER STREET
LAS CRUCES, NM 88801

12340000000000000000XXXXXX30137931414512090000908000000305677

Anne M. Layne

From: Philip San Filippo
Sent: Thursday, June 9, 2016 5:46 PM
To: Jennifer Baies
Subject: Fwd: CMF Account

Jen,

Please see the bottom of the page for the login of our Citizens Account. I just want you, me and the Bagwell's to have the login information. Thanks.

Philip J. San Filippo
Executive Director
Las Cruces Convention and Visitors Bureau
Sent from my iPad
575-386-6246

Begin forwarded message:

From: James <bagwellcpa@hotmail.com>
Date: June 9, 2016 at 2:12:39 PM MDT
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: Re: CMF Account

Hi Phil,

No, no sign of it yet.. the last deposits were 05/26/16 for 7500, and then the transfer from Pioneer on 05/27/16 for 61613.92

Balance still at 142k

Nothing since then.

Log in info: Site: citizenslc.com

online banking ID: [REDACTED] 8817

password: [REDACTED]

thanks!

EXHIBIT 29

JCB

From: Philip San Filippo <psfilippo@las-cruces.org>
Sent: Thursday, June 9, 2016 1:23 PM
To: James Bagwell
Subject: CMF Account

James,

When you have the chance, can you let me know if we received the \$2,500 from Sitel or the \$30,000 from the State of New Mexico. Also, can you give me the login information so I can keep a tab on the balance, etc.

Phil San Filippo
Interim Director, Community and Cultural services
211 N. Water Street, Las Cruces, New Mexico 88001
575-541-2166 direct | 575-386-6246 cell

5/6/2017

Mail - bagwellcpa@hotmail.com

RE: Invoices from Kenny

Jennifer Bales

Tue 5/2/2017 9:49 AM

To: James <bagwellcpa@hotmail.com>;

Hi James,

No worries – Marci was able to get a cashier’s check from Pioneer.
We just wanted to send through the email for a paper trail and so everyone knew it was approved.

We’re all good!

Enjoy!

Jennifer Bales

Interim Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: James [mailto:bagwellcpa@hotmail.com]
Sent: Monday, May 1, 2017 10:52 PM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Re: Invoices from Kenny

Hi Jen.. we out of town, so someone else needs to get Kenny check by Wedns. We have check stock at our office and can get to you, but we don't have a Pioneer checkbook. Let me know . I can have our office help run Pioneer ck stock

Sent from my iPhone

On May 1, 2017, at 8:53 AM, Jennifer Bales <jbales@las-cruces.org> wrote:

Attached is the invoices for Kenny Arroyos

I’m approving a check from the Pioneer Bank account in the amount of \$61,427.27
Made payable to: Ruben Arroyos

Jennifer Bales

Interim Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org
<image001.jpg>

EXHIBIT 30

KENNY ARROYOS / KW SOUND AND LIGHTS

Invoice

4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Date	Invoice #
4/17/2017	1584

Bill To
Las Cruces Convention & Visitors Bureau 211 N. Water St. Las Cruces, N.M. 88001

Event
Las Cruces Country Music Festival April 28- 29-30 , 2017 Downtown Las Cruces

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/17/2017			

Quantity	Item Code	Description	Price Each	Amount
1	Pearl Kit # 1	Backline Marshall Tucker Band Pearl Master Series Kit 22"BD -14"SN. 10"-12"-14"-16" Toms / 6ea. Cymbal Boom Stands - Heavy Duty H.H. Stand / Drum Throne	450.00	450.00T
1	New Drum Heads 4	2ea. 14" SN. Heads / 10"-12"-14"16"	150.00	150.00T
1	Ampeg SVT Classic	Ampeg SVT Classic Tube Bass AMP	150.00	150.00T
1	Ampeg SVT4 Amp	Ampeg SVT-4 Bass amp	150.00	150.00T
2	Ampeg SVT 8x10	Ampeg SVT 8x10" speaker cab.	150.00	300.00T
2	Fender Hot Rod #1	Fender Hot Rod DeVille 4x10" Guitar Amp	125.00	250.00T
1	FenderHotRod2x12	FENDER Hot Rod DeVille 2 x 12"	150.00	150.00T
2	Fender Twin #1	65 Reissue Fender Twin Black Face	125.00	250.00T
1	Guit. Plexi Pac #1	2ea. short 2 panel plexi shields	100.00	100.00T
1	Roland RD 700	Roland 88 note RD 700 KEYBOARD with pedals & X stand , Throne	200.00	200.00T
1	Freight # 4	Keynote Shipping Albq - Las Cruces , Las Cruces - Albq , Large keyboard & case	125.00	125.00T
2	GuitarBoat #1	6 Guitar Boat	25.00	50.00T
1	Guit.Std. Pac.# 3	8ea. Hercules hanging guitar stands	40.00	40.00T
1	Cable pac # 1	Assorted guitar/bass/speaker & keyboard cables	50.00	50.00T
1	DW Kit # 9	Back-Line Eli Young Band DW Collectors series 22" BD , 10"-12"-16"-18" / 14" DW Sn. - all stands -HH stands - Drum throne - basic cymbal pac	450.00	450.00T
1	New Head Kit # 22	Evans G2 - 10"-12"-13"-14"-16" / 4ea. 14 snare head	150.00	150.00T
2	Marshall JCM 900	Marshall JCM 900 100Watt Guitar Amp	125.00	250.00T
2	Marshall 4 x 12	Marshall 4 x 12" guitar cab.	125.00	250.00T
2	Vox AC 30	Vox AC 30 2x12" Guitar Amp	125.00	250.00T
1	FenderDeluxe	Fender 65 Reissue Deluxe Reverb Amp	125.00	125.00T
1	Aguilar 750 B. Amp	Aguilar 750 Bass amp & SKB Case	200.00	200.00T

Subtotal

Sales Tax (8.3125%)

Total

Balance Due

KENNY ARROYOS / KW SOUND AND LIGHTS

Invoice

4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Date	Invoice #
4/17/2017	1584

Bill To
Las Cruces Convention & Visitors Bureau 211 N. Water St. Las Cruces, N.M. 88001

Event
Las Cruces Country Music Festival April 28- 29-30 , 2017 Downtown Las Cruces

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/17/2017			

Quantity	Item Code	Description	Price Each	Amount
1	Ampeg SVT4 Amp	Ampeg SVT-4 Bass amp	100.00	100.00T
2	Ampeg SVT 8x10	Ampeg SVT 8x10" speaker cab.	100.00	200.00T
1	Hammond B-3	Hammond B-3 Organ w/122 Leslie & Bench	600.00	600.00T
1	Nord Electro 4 SW73	Nord Electro 4 SW 73 / Sustain pedal (piano style) Volume pedal (EV5) Rotor switch (dp2)IEC Power cable / Gator case	200.00	200.00T
2	Guitar Boat	Guitar Boat	40.00	80.00T
1	Guit.Std. Pac.# 3	8ea. Hercules hanging guitar stands	40.00	40.00T
1	Cable pac # 1	Assorted guitar/bass/speaker & keyboard cables	50.00	50.00T
3	Shure RF/HS Pac#1	2ea. Shure PGX-1 Wireless unit w/ belt pack w / Countryman headsets	150.00	450.00T
1	DW Kit A	Backline Tanya Tucker Band DW Collector Series 22" BD - 14" SN-10"TM-12"TM-14"TM-16" TM / Hardware - cymbal stands-HH Stand / throne / basic cymbal pac	450.00	450.00T
1	New Drum Heads 4	2ca. 14" SN. Heads / 10"-12"-14"16"	150.00	150.00T
2	FenderDeluxe	Fender 65 Reissue Deluxe Reverb Amp	125.00	250.00T
1	Peavey Nashville	Peavey Nashville 400 1x15"	125.00	125.00T
1	Ampeg SVT Classic	Ampeg SVT Classic Tube Bass AMP	150.00	150.00T
2	Ampeg SVT 4X10"	Ampeg SVT 4X10" Bass Cab.	125.00	250.00T
1	Roland RD700 GX	Roland RD 700 GX 88 Note piano & stand-pedals , Piano bench	300.00	300.00T
1	Nord Electro 4 SW73	Nord Electro 4 SW 73 / Sustain pedal (piano style) Volume pedal (EV5) Rotor switch (dp2)IEC Power cable / Gator case	200.00	200.00T
1	GibsonLesPaul Stan	Gibson Les Paul Standard / Black	150.00	150.00T
1	Taylor Jumbo 850	Taylor Jumbo 6string	125.00	125.00T
1	Fender Telecaster	Fender Telecaster Guitar w/case	125.00	125.00T
1	Fender 5 Str. Bass	Fender 5 String Bass & Case	125.00	125.00T

Subtotal

Sales Tax (8.3125%)

Total

Balance Due

X

KENNY ARROYOS / KW SOUND AND LIGHTS

Invoice

4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Date	Invoice #
4/17/2017	1584

Bill To
Las Cruces Convention & Visitors Bureau 211 N. Water St. Las Cruces, N.M. 88001

Event
Las Cruces Country Music Festival April 28- 29-30 , 2017 Downtown Las Cruces

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/17/2017			

Quantity	Item Code	Description	Price Each	Amount
2	Guitar Boat	Guitar Boat	40.00	80.00T
1	Guit.Std. Pac.# 3	8ea. Hecules hanging guitar stands	40.00	40.00T
1	Cable pac # 1	Assorted guitar/bass/speaker & keyboard cables	50.00	50.00T
1	MusicStandPac# 4	8 Music Stands & lights Backline for South Stage	125.00	125.00T
1	YamahaAbsoluteKit	Yamaha Absolute Maple Custom / 22' BD - 14" SN - 10"-12"-14"-16"-18" Toms / 6ea. Cymbal Boom stands / 2 & 3 Legged HH stand / Throne / basic cymbal pac	350.00	350.00T
1	New Head Pac # 16	2ea. Evans 14" G2 Coated / 10"-12"-13"-16"-18" Evans G2 clear /	150.00	150.00T
1	SWR 750 AMP	SWR 750 Bass AMP W/Rack	150.00	150.00T
1	SWR 1X15" Cab.	SWR Son of Bertha 1x15" Spkr. Cab.	100.00	100.00T
1	Fender Twin #1	65 Reissue Fender Twin Black Face	125.00	125.00T
1	PeaveySession400	Peavey Session 400 - Steel or fiddle amp W/1X15" speaker	100.00	100.00T
1	Fender H.R.D'LUX	Fender hot rod deluxe w/1x12"	125.00	125.00T

Subtotal	\$9,605.00
Sales Tax (8.3125%)	\$798.42
Total	\$10,403.42
Balance Due	\$10,403.42

KENNY ARROYOS / KW SOUND AND LIGHTS

4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yzhoo.com

Invoice

Date	Invoice #
4/17/2017	1585

Bill To
Las Cruces Convention & Visitors Bureau 211 N. Water St. Las Cruces, N.M. 88001

Event
L.C. Country Music Festival April 27-30, 2017 Down town / N.M. Farm & Ranch Museum

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/17/2017			

Quantity	Item Code	Description	Price Each	Amount
1	EV 10 STACKS # 4	Sound & Lights for Main Stage / Labor 10ea. Stacks of EV MT4 (4X18"/4X10"/4X1"/4X2' PER STACK) & Power amps - Processing -cabling- ac cabling / 10ea. Bi-amped wedges - 4ea. Tri-amped Drum Monitors - 2ea. Tri-amped Side Fills	5,800.00	5,800.00T
1	Yamaha M7CL48#4	2ea. Yamaha M7CL-48 Digital consoles / 1ea. 48 channel snake w/ 8ch. drive line / 3ea. 16 channel sub snakes / 46 mic cables 6ea. AKG C1000 / 6ea. Audio Technica 2020 mics / 4ea. Audio Technica 2021 mics 4ea. Audio Technica 4033 mics / 32 Mic stands	1,200.00	1,200.00T
1	Avid SC48 Console	SCA / Avid SC48 Digital Console / with Flight case	1,000.00	1,000.00T
1	Avid D Show	Avid D show console with side car - anvil style case	1,000.00	1,000.00T
1	In Ear Pac # 4	Shure 900 series 8 channels - 10 packs / In ear system	1,250.00	1,250.00T
1	In ear pac # 2	Sennhieser G-3 in ear monitor rack w/ 8 units	1,250.00	1,250.00T
1	Avo Pearl Expert # 1	Avo - Pearl Expert with Titan software / screen	600.00	600.00T
1	ConventionalPac@4	40ea. 1000 watt par cans / 6ea. Leko solo lights / 3ea. ACL Bars / 4ea. 8 bulb Mole Faye audience lights / 24 channels of dimming / feeder / distro / soco pex cabling	1,800.00	1,800.00T
1	Spot Pac # 8	3ea. Proel 1200 watt - DMX controllerable / with stands & comms	1,200.00	1,200.00T
	HighEndMoversPac4	4ea. Robe Robin MMX 1200 watt movers / 8 XL4 LED wash Movers / 8 Sharpie 1000 watt movers / cabling - distro	3,850.00	3,850.00T
1	Box Truss Pac # 8	4ea. 10' X 1' Box Truss & Span sets	600.00	600.00T
4	StageHandPac # 8	8 Stage hands @ 20 per Hr. / 12 Hrs per day /	1,920.00	7,680.00T
3	Lighting Crew Pac#4	3ea. Spot operators / 1ea. Lighting Director @ 24.00 per Hr. / 8 hrs per day = 24hrs per day	576.00	1,728.00T

Subtotal	\$28,958.00
Sales Tax (8.3125%)	\$2,407.13
Total	\$31,365.13
Balance Due	\$31,365.13

KENNY ARROYOS / KW SOUND AND LIGHTS

Invoice

4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Date	Invoice #
4/17/2017	1586

Bill To
Las Cruces Convention & Visitors Bureau 211 N. Water St. Las Cruces, N.M. 88001

Event
L.C. Country Music Festival April 27-30,2017 Downtown / N.M. Farm & Ranch Museum

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/17/2017			

Quantity	Item Code	Description	Price Each	Amount
1	EV-ETX Rig #14A	South Stage Sound 4ea. EV-ETX-18SP Bass bins / 4ea. EV-ETX-12P Tops / 2ea. QSC K12 Monitors 3ea. EV -EKX-12P Monitors / 1ea. EV-EKX-12P with Bass bin / Behringer X-32 Digital console W / I-Pad control / basic mic package / mic stands / all cabling / all AC cabling	2,800.00	2,800.00T
1	EV-ETX Rig #14A	N.M. Farm & Ranch Museum Fashion Show 4ea. EV-ETX-18SP Bass bins / 4ea. EV-ETX-12P Tops / 2ea. QSC K12 Monitors 3ea. EV -EKX-12P Monitors / 1ea. EV-EKX-12P with Bass bin / Behringer X-32 Digital console W / I-Pad control / basic mic package / mic stands / all cabling / all AC cabling	1,000.00	1,000.00T

Subtotal		\$3,800.00
Sales Tax (8.3125%)		\$315.88
Total		\$4,115.88
Balance Due		\$4,115.88

KENNY ARROYOS / KW SOUND AND LIGHTS

Invoice

4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Date	Invoice #
4/17/2017	1587

Bill To
Las Cruces Convention & Visitors Bureau 211 N. Water St. Las Cruces, N.M. 88001

Event
Las Cruces Country Music Festival April 27-30,2017

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/17/2017			

Quantity	Item Code	Description	Price Each	Amount
1	Mega Stage 40	Mega Stage 40 , 40' X 40" Stage w/ stair way & 40' x 40' roof	12,000.00	12,000.00T
6	Stage S/Up Crew	6ea. experienced hands to Assemble Mega Stage	250.00	1,500.00T
1	Rolling Riser	8'X8' Rolling riser	100.00	100.00T

Subtotal		\$13,600.00
Sales Tax (8.3125%)		\$1,130.50
Total		\$14,730.50
Balance Due		\$14,730.50

KENNY ARROYOS / KW SOUND AND LIGHTS

4850 VISTA CUESTA
 LAS CRUCES, NM 88001
 Phone: 575-649-2224
 kw_sound@yahoo.com

Invoice

Date	Invoice #
4/17/2017	1588

Bill To
Las Cruces Convention & Visitors Bureau 211 N. Water St. Las Cruces, N.M. 88001

Event
L.C. Country Music Festival April 27-30,2017 Downtown

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/17/2017			

Quantity	Item Code	Description	Price Each	Amount
1	Video in-out pac# 1	Analog Way Easy Cut / Scaler / Splitter Hum Eliminator / Cables / Tech for video Cameras / switching	600.00	600.00T
1	Pwr. Video Trucks#2	Feeder - power to both video trucks	150.00	150.00T

Subtotal		\$750.00
Sales Tax (8.3125%)		\$62.34
Total		\$812.34
Balance Due		\$812.34

Anne M. Layne

From: Jamila Gilbert
Sent: Thursday, October 4, 2018 4:07 PM
To: balvarez@hhandr.com
Cc: Jen Bales
Subject: CMT Hot 20 Countdown - Contract
Attachments: Hot 20 - Las Cruces Country Music Festival - JPA 10.03.18 v2 clean.pdf

Belia,
We are partnering with the CMT Hot 20 Countdown for the LCCMF this year, where they will be doing a live national broadcast from the festival. I'm attaching the contract here, would you be able to sign on behalf of The Friends for us today? We are able to pick it up, or if you are in town please let us know if we will need to sign on your behalf.

This is a huge opportunity for the city and we are delighted that it's just around the corner!

Thanks,
Jamila Gilbert
Director of Marketing & Communications / Visit Las Cruces / Economic Development Department
Direct: 575-528-3786 Main: 575-541-2444, jgilbert@las-cruces.org



Anne M. Layne

From: Philip San Filippo
Sent: Monday, November 7, 2016 12:41 PM
To: lou-sisbarro@sisbarro.com
Subject: Las Cruces Country Music Festival
Attachments: 2017 Sponsor Packet.pdf; Sun-News Editorial Copy.pdf



Dear Lou,

Sorry you missed the sponsorship reception. I am very excited about the 5th Anniversary lineup. I hope that the Sisbarro Dealerships will once again be a major sponsor of the festival. Attached you will find information on the 2017 Las Cruces Country Music Festival including a sponsorship packet and a recent editorial in the Sun-News. It's hard to believe that this is our 5th anniversary; and we are determined to make this year's event bigger and better than ever before. Each of the acts that will be on our mainstage are strong headliners; and most of them have a very strong fan base on social media following.

Here are a few reasons why we chose Country Music for our signature event:

- There were 4,002 Country radio stations in the United States in 2015 compared with 2,874 in 2008
- According to data compiled by Nielsen. The format also had the highest share of total listening last year at 14.4%
- Median household income of country music concert attendees, whose average age is 44.5, is \$65,000.

The Las Cruces Country Music Festival is more than great music; it is truly a great weekend of family entertainment. The Festival is held the same weekend as the *NMSU Intercollegiate Rodeo*. Events are scheduled so that attendees can go from one to another. This year, we have added a 5K and half marathon run that will be called the *Giddy Up Gallup*. It is a family fun-run where participants will be encouraged to run in their favorite cowboy outfits. Finally, we will end the weekend with our sellout *Country Breakfast* that features acoustic performances by some of the artists, as well as a *Western Wear* Fashion Show. All of the proceeds to the Country Breakfast go to *Tough Enough to Wear Pink*, a local charity raising funds for breast cancer awareness and research.

The following link will take you to a short video highlighting our first four years of the festival.

[First four years](#)

Please review at your earliest convenience. I would be happy to work with you to tailor a sponsorship program suited to your specific needs. I am happy to set up a time where we can discuss Sisbarro may participate.

Phil San Filippo
Executive Director, Visit Las Cruces
211 N. Water Street, Las Cruces, New Mexico 88001
575-541-2166 direct | 575-386-6246 cell



Anne M. Layne

From: Philip San Filippo
Sent: Monday, November 7, 2016 4:47 PM
To: rlicea@entmktg.com
Subject: FW: Las Cruces Country Music Festival
Attachments: 2017 Sponsor Packet.pdf; Sun-News Editorial Copy.pdf



Dear Rafael,

As promised, here is some additional information that can assist you to determine which sponsorship program best suits your needs. Attached you will find information on the 2017 Las Cruces Country Music Festival including a sponsorship packet and a recent editorial in the Sun-News. It's hard to believe that this is our 5th anniversary; and we are determined to make this year's event bigger and better than ever before. We have a great lineup of entertainment. Each of the acts that will be on our mainstage are strong headliners and most of them have a very strong fan base on social media following.

Here are a few reasons why we chose Country Music for our signature event:

- There were 4,002 Country radio stations in the United States in 2015 compared with 2,874 in 2008
- According to data compiled by Nielsen. The format also had the highest share of total listening last year at 14.4%
- Median household income of country music concert attendees, whose average age is 44.5, is \$65,000.

The Las Cruces Country Music Festival is more than great music; it is truly a great weekend of family entertainment. The Festival is held the same weekend as the *NMSU Intercollegiate Rodeo*. Events are scheduled so that attendees can go from one to another. This year, we have added a 5K and half marathon run that will be called the *Giddy Up Gallup*. It is a family fun-run where participants will be encouraged to run in their favorite cowboy outfits. Finally, we will end the weekend with our sellout *Country Breakfast* that features **acoustic performances** by some of the artists, as well as a *Western Wear* Fashion Show. All of the proceeds to the Country Breakfast go to *Tough Enough to Wear Pink*, a local charity raising funds for breast cancer awareness and research.

The following link will take you to a short video highlighting our first four years of the festival.

[First four years](#)

For a \$7,500 sponsorship or above, we can ensure that you have all of the following:

- A 2- 3 week paid social media program primarily on Facebook targeting Homeland Security recruitment. We will work with your digital marketing team to develop a program that suits your needs.
- A 10' x 20" booth strategically located at the festival.
- Up to 3 banners to be displayed at the festival site
- Your logo and commercials rotating with other major sponsors on our 2 digital screens.
- A Full Page Ad in a special festival section of the Las Cruces Sun-News and El Paso Times. The ad is scheduled to run on April 23rd.
- 6 VIP Sponsor tickets
- Rotating banner ads on our social media and website

Please review at your earliest convenience. Let me know which sponsorship will work best for you. Once we are in agreement, I will have our marketing team reach out to you to build a social media contest to address your recruitment needs.

Phil San Filippo

Executive Director, Visit Las Cruces

211 N. Water Street, Las Cruces, New Mexico 88001
575-541-2166 direct | 575-386-6246 cell



Anne M. Layne

From: Philip San Filippo
Sent: Sunday, January 22, 2017 9:46 AM
To: Ethan.Linder@Sunland-Park.com
Cc: Marci Dickerson
Subject: Las Cruces Country Music Festival
Attachments: 2017 Sponsor Packet.pdf; Sun-News Editorial Copy.pdf

Dear Ethan

Attached you will find information on the 2017 Las Cruces Country Music Festival including a sponsorship packet and a recent editorial in the Sun-News. We would be proud to have Sunland Park to once again be a sponsor for our Country Music Festival. It's hard to believe that this is our 5th anniversary; and

we are determined to make this year's event bigger and better than ever before. We have a great lineup of entertainment including The Marshall Tucker Band, Tanya Tucker, Travis Tritt, Bri Bagwell, Eli Young Band and Kacey Musgraves. Each of the artists that will be on our mainstage are strong headliners in their own right; and most of them have a very strong fan base on social media following.

As I mentioned in our phone conversation, there are several areas where we are seeking sponsorship that will give you substantially more bang for your buck:

- **The Giddy-Up Gallop:** This is a new event. There will be a 5k and half marathon race on Saturday, April 29th. We are seeking a sponsor to have naming rights of this event. All runners will have the option of getting tickets included with their racing fees. Top honors will be presented on the main stage.
- **TV Monitors:** WE have been disappointed with the quality of our TV monitors. As a result, we are bringing in a company that has a truck with TV monitors on 2 sides of the truck and on the back. In addition, the truck will be pulling a trailer with a another monitor. The trailer will be stationed alongside of the mainstage. The truck will be stationed in between both sides giving higher visibility to more of the audience. All of the monitors have a much higher resolution that will allow us to run the monitors from the start of the festival to the end. In between mainstage acts, sponsor commercials will be run. We would run a ten second video in between all of the commercials with the sponsor of the video screens. Of course, this sponsorship also entitles commercials being run throughout the festival. The Truck and trailer will be available a full day before the festival for the use of the sponsor.
- **The Sunday Brunch** will be held on Sunday, April 30th. The brunch is the last official event of the festival and 100% of ticket proceeds supports Tough Enough to Wear Pink. The brunch features acoustic performances by some of the artists and a western wear fashion show. The brunch sells out each year and is attended by the City's movers and shakers. It is a great event with high visibility.

The Las Cruces Country Music Festival is more than great music; it is truly a great weekend of top entertainment. Each of the sponsorships outlined above provide high impact visibility. Ethan, I hope you consider joining us once again. I would be more than happy to meet with you to ensure Sunlan Park Racetrack receives top value for its investment.

The following link will take you to a short video highlighting our first four years of the festival.

[First four years](#)

We have sponsorship packets starting at \$1,000 and going up to \$10,000. Please review at your earliest convenience. I would be happy to work with you to tailor a sponsorship program suited to your specific needs. I am happy to set up a time where we can discuss how Sunland Park can once again participate in one of the fastest growing festivals in the Southwest.

Thanks for your consideration.

Phil San Filippo

Executive Director, Visit Las Cruces

211 N. Water Street, Las Cruces, New Mexico 88001

575-541-2166 direct | 575-386-6246 cell



Anne M. Layne

From: Philip San Filippo
Sent: Wednesday, February 8, 2017 2:51 PM
To: Jennifer Bales
Subject: FW: Las Cruces Country Music Festival
Attachments: 2017 Sponsor Packet.pdf; Sun-News Editorial Copy.pdf

Lucchese

From: Philip San Filippo
Sent: Thursday, January 19, 2017 12:05 PM
To: 'TBoxberger@lucchese-inc.com' <TBoxberger@lucchese-inc.com>
Subject: Las Cruces Country Music Festival

Dear Teddy,

Lucchese Boots and the 2017 Las Cruces Country Music Festival have one great asset in common – **Kacey Musgraves**. Kacey will be our headliner on Saturday Evening, April 29th closing out the festival. I am enclosing a sponsor packet and editorial recently written about the festival; and I would like the

opportunity to discuss sponsorship opportunities for Lucchese. We would be proud to have Lucchese as a sponsor; and I truly believe there are excellent synergies for joint promotion.



It's hard to believe that this is our 5th anniversary; and we are determined to make this year's event bigger and better than ever before. We have a great lineup of entertainment including **The Marshall Tucker Band, Tanya Tucker, Travis Tritt, Bri Bagwell, Eli Young Band and Kacey Musgraves**. Each of the artists that will be on our mainstage are strong headliners in their own right; and most of them have a very strong fan base and social media following.

The Las Cruces Country Music Festival is more than great music; it is truly a great weekend of family entertainment. The Festival is held the same weekend as the **NMSU Intercollegiate Rodeo**. Events are scheduled so that attendees can go from one to another. This year, we have added a 5K and half marathon run that will be called the **Giddy Up Gallup**. It is a family fun-run where participants will be encouraged to run in their favorite cowboy outfits. Finally, we will end the weekend with our sellout **Country Breakfast** that features **acoustic performances** by some of the artists, as well as a **Western Wear Fashion Show**. As a sponsor, Lucchese Boots would be exclusively featured. All of the proceeds to the Country Breakfast go to **Tough Enough to Wear Pink**, a local charity raising funds for breast cancer awareness and research.

The following link will take you to a short video highlighting our first four years of the festival. The second link will give you a brief overview of sponsorship opportunities.

[First four years](#)

[Sponsorship Opportunities](#)

We have sponsorship packets starting at \$1,000 and going up to \$10,000. Please review at your earliest convenience. I would be happy to work with you to tailor a sponsorship program suited to your specific needs. I am happy to set up a time where we can discuss how St Clair' Cn become one of the fastest growing festivals in the Southwest.

Phil San Filippo

Executive Director, Visit Las Cruces

211 N. Water Street, Las Cruces, New Mexico 88001

575-541-2166 direct | 575-386-6246 cell



4/13/2018

Mail - bagwellcpa@hotmail.com

RGT checks

Chris Faivre <CFaivre@las-cruces.org>

Fri 4/13/2018 2:24 PM

To: James <bagwellcpa@hotmail.com>;

Importance: High

Good afternoon,

The insurance check needs to be made out to: Griffin Underwriting in the amount of \$1,295.

The check for Ruben Smith needs to be made out to Remember Then Productions. Can I add that to the current check, or do I need a new one?

Thanks.

Chris Faivre

Venue Manager, Rio Grande Theatre/Visit Las Cruces

Direct: 575-541-2150 Cell: 575-343-0444

EXHIBIT 33

1093

FRIENDS OF VISIT LAS CRUCES INC

2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 89001

Check Fraud
Protection by Design

DATE 4-13-18

95-128/1122

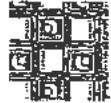
PAY TO THE ORDER OF GRIFAN UNDERWITING

1295⁰⁰/₁₀₀

ONE THOUSAND TWO HUNDRED NINETY FIVE & 00/100 DOLLARS



CITIZENS BANK
OF LAS CRUCES
MEMBER FDIC
NO. 808 2100 / LAS CRUCES, NEW MEXICO 89001



FOR _____

[Handwritten Signature]

⑈001093⑈ ⑆112201289⑆ ⑆[REDACTED]0001⑈

4/13/2018

Mail - bagwellcpa@hotmail.com

RE: Friends info

Chris Faivre <CFaivre@las-cruces.org>

Thu 4/12/2018 4:53 PM

To: James <bagwellcpa@hotmail.com>

importance: High

Can you make the check out to Remember Then Productions? I will bring you the one you did for Ruben Smith. Thanks.

Chris Faivre

Venue Manager, Rio Grande Theatre/Visit Las Cruces

Direct: 575-541-2150 Cell: 575-343-0444

From: James (mailto:bagwellcpa@hotmail.com)

Sent: Wednesday, April 11, 2018 8:46 AM

To: Chris Faivre <CFaivre@las-cruces.org>

Subject: RE: Friends info

Chris

Here is the bank info:

Citizens Bank of Las Cruces

P.O. Box 2108

Las Cruces, NM 88004

Bank Officer: Claudia Patel

Type: Checking

Account #s: RGT: [REDACTED] 1201

Account #s: CMF: [REDACTED] 0001

Keep you posted on insurance. Checks are ready to pick up

Thanks

Bryan

From: Chris Faivre <CFaivre@las-cruces.org>

Thursday, April 05, 2018 11:48 AM

To: James <bagwellcpa@hotmail.com>

Subject: FW: Friends info

Importance: High

4/13/2018

Mail - bagwellcpa@hotmail.com

James, can you provide me with the following banking info? Thanks.

Chris Faivre

Venue Manager, Rio Grande Theatre/Visit Las Cruces
Direct: 575-541-2150 Cell: 575-343-0444

From: Chris Faivre

Sent: Tuesday, April 03, 2018 9:21 AM

To: 'James' <bagwellcpa@hotmail.com>

Subject: RE: Friends info

Thanks for this info. They need the following info about the Friends Bank:

REFERENCES

BANK: _____ ADDRESS: _____
CITY: _____ STATE: _____ ZIP: _____ BANK OFFICER: _____
TYPE OF ACCOUNT: _____ ACCOUNT NUMBER: _____

Chris Faivre

Venue Manager, Rio Grande Theatre/Visit Las Cruces
Direct: 575-541-2150 Cell: 575-343-0444

From: James [mailto:bagwellcpa@hotmail.com]

t: Tuesday, March 27, 2018 12:57 PM

To: Chris Faivre <CFaivre@las-cruces.org>

Subject: Re: Friends info

here you go Chris .

I think you have the rest of the info..

Hope all is going well,

JCB

NEW ADDRESS!

Pueblo Plaza, Corner of Main and Avenida de Mesilla

1100 S Main Ste 110

Cruces, NM 88005

James C. Bagwell CPA

(575) 524-6831 Fax (575) 524-6832

NOTICE: This email and any attached files are for the sole use of the intended recipients and may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this email in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Please immediately advise the sender by reply email and delete all copies of this communication, thank you.

From: Chris Faivre <CFaivre@las-cruces.org>
Sent: Tuesday, March 27, 2018 10:22 AM
To: James
Subject: Friends info

James,

I am filling out some paperwork regarding the friends, and I need documentation that has the highlighted info on the attached. Thanks.

Chris Faivre
Venue Manager, Rio Grande Theatre/Visit Las Cruces
Direct: 575-541-2150 Cell: 575-343-0444

5/14/2018

Mail - bagwellcpa@hotmail.com

FW:

Mon 5/14/2018 10:12 AM

To: James <bagwellcpa@hotmail.com>

1 attachment (469 KB)

doc00510320180514101105.pdf

Good Morning James,

We received this invoice for the insurance for the friends group and Jen wanted me to forward to you for payment.

Thank you,

Veronica Quezada

-----Original Message-----

From: kyocerascans@las-cruces.org [<mailto:kyocerascans@las-cruces.org>]

Sent: Monday, May 14, 2018 10:11 AM

To: Veronica Quezada <vquezada@las-cruces.org>

Subject:

TASKalfa 5052ci
(00:17:c8:4d:8c:6e)



GreatAmericanInsurance.com

DIRECT BILL INVOICE

For billing inquiries, please contact Great American Insurance Direct Bill Customer Service at (800) 647-4357, option 3.

Service hours are 8:00 a.m. to 6:00 p.m. (EST) Monday through Thursday and 8:00 a.m. to 3:30 p.m. on Friday.

For questions regarding policy or premiums, please contact your insurance agency.

FRIENDS OF VISIT LAS CRUCES INC
211 N WATER STREET
LAS CRUCES NM 88801

HUB INTERNATIONAL SOUTHWEST
AGENCY LTD REGIONAL
PO Box 80756
Albuquerque, NM 87199-0756
800-800-5651

ACCOUNT NUMBER	MASTER PRODUCER	BILL DATE	DUE DATE	CURRENT BALANCE	MINIMUM AMOUNT DUE
301379314	1451209	05/03/2018	05/23/2018	\$908.00	\$305.67

policy symbol	policy number	policy mod	post date	description	account activity	minimum amount due
			04/14/2017	Previous Amount Billed:	\$ 226.50	
				Payment Received - Thank You!	\$ 894.00	
EPP	4S18623	D2-00	04/29/2018	Executive Protection & EPL Policy Renewal (Premium) 04/26/2018 - 04/28/2019	\$ 908.00	
				Current Amount Due		\$ 302.67
				Service Charge		\$ 3.00
TOTAL DUE (minimum amount due):					\$ 305.67	
TOTAL DUE (if paid in full):					\$ 908.00	

Paperless billing is now available - go to <https://mybilling.gaic.com> to sign up!

PAYMENT OPTIONS

PAY BY WEB: To make a one time or recurring payment from your bank account or credit card, please visit <https://mybilling.gaic.com>. This service is free and available 24 hours a day.

PAY BY PHONE: To make electronic check or credit card payments by phone, please call (800) 647-4357, select option 2 or 3 and follow the prompts. The automated payment by phone service is free and available 24 hours a day.

PAY BY MOBILE: To make a one time bank account or credit card payment from your mobile device, please visit www.gaic.com/Policies/Other-Services. In the "Mobile Apps" section, please find the app which corresponds to your policy coverage, and then click on the link for your device. This service is free and available 24 hours a day.

AUTOMATIC RECURRING PAYMENT: Automatic Recurring Payment offers a convenient way to have your insurance payment automatically withdrawn from your credit card, checking or savings account. To set up a recurring electronic deduction for your account, please visit <https://mybilling.gaic.com>, or call us at (800) 647-4357, option 3.

PAY BY MAIL: To pay your bill by mail, please send a check payable to "Great American Insurance" with the stub below in the envelope provided.

Detach and return this portion with your payment in the envelope provided.

ACCOUNT NUMBER	DUE DATE	PAYMENT IN FULL	MINIMUM AMOUNT DUE	AMOUNT ENCLOSED
301379314	05/23/2018	\$908.00	\$305.67	

GREAT AMERICAN INSURANCE CO.
SPECIALTY ACCOUNTING
PO BOX 89100
CLEVELAND, OH 44101-6400

FRIENDS OF VISIT LAS CRUCES, INC.
211 N WATER STREET
LAS CRUCES, NM 88801

address change

check box and fill in rest of page

12340000000000000000XXXXXX30137931414512090000908000000305677

40202110000141410023



M 5/22/18

1110

FRIENDS OF VISIT LAS CRUCES INC

2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

95-128/1122

DATE 5/22/18

PAY TO THE ORDER OF GREAT AMERICAN INSURANCE

908⁰⁰/₁₀₀

NINE-HUNDRED EIGHTY 00/100

DOLLARS



CITIZENS BANK
OF LAS CRUCES



FOR _____

[Signature]

⑈001110⑈ ⑆112201289⑆ ⑈[REDACTED]0001⑈

Invoice submitted to:
 FRIENDS OF VISIT LAS CRUCES, INC.

*1/16/16
 CK 1002
 \$0.51*

December 31, 2015

In Reference To: FORM NON-PROFIT ORGANIZATION
 Invoice #7965

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
12/11/2015 SGB Review Review statutes for reports. Create account with the Secretary of State's website for filing of initial and annual reports. .4	0.40 70.00/hr	NO CHARGE

For professional services rendered 0.40 \$0.00

Additional Charges

	<u>Qty/Price</u>	
12/11/2015 KEW Service Fee Service Fee - Secretary of State's corporation reports confirmation	1 11.00	(1.00)

Total additional charges \$11.00

Interest on overdue balance \$0.59

Total amount of this bill \$11.59

Previous balance \$68.92

Balance due \$80.51

Now accepting credit card payments. To make arrangements please contact Raul Sr.

Current	30 Days	60 Days	90 Days	120 Days	150 Days	180 Days
11.59	68.92	0.00	0.00	0.00	0.00	0.00

Timekeeper Summary

Name	Hours	Rate	Amount
SUSAN G. BAKER	0.40	0.00	\$0.00

1003

FRIENDS OF VISIT LAS CRUCES INC
2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

REGISTERED CHECK
WARRANTY ACT

95-126/1122

DATE 3/2/16

PAY
TO THE
ORDER OF

UNITED STATES TREASURY

\$ 850⁰⁰/₁₀₀

EIGHT-HUNDRED FIFTY + ^{NO}/₁₀₀

DOLLARS



CITIZENS BANK
OF LAS CRUCES
100 N. 2ND ST. LAS CRUCES, NM 88001

FOR



⑈001003⑈ 12662201289⑈ ⑈0001⑈

1033

FRIENDS OF VISIT LAS CRUCES INC
2001 E LOPMAN AVE 110-318
LAS CRUCES, NM 88001

95-128/1122

DATE 5/13/16

PAY TO THE ORDER OF

WEST AMERICAN INSURANCE

893 ⁰⁰/₁₀₀

EIGHT HUNDRED NINETY THREE + ⁰⁰/₁₀₀

DOLLARS



CITIZENS BANK
OF LAS CRUCES
66.607108 / LAS CRUCES, NM 88001-8801



FOR

[Signature]

⑈001033⑈ ⑆112206289⑆ ⑈[REDACTED]0001⑈



GreatAmericanInsurance.com

DIRECT BILL INVOICE

For billing inquiries, please contact Great American Insurance Direct Bill Customer Service at (800) 847-4357, option 3.

Service hours are 8:00 a.m. to 5:00 p.m. (EST) Monday through Thursday and 8:00 a.m. to 3:00 p.m. on Friday.

For questions regarding policy or premiums, please contact your insurance agency.

FRIENDS OF VISIT LAS CRUCES INC
211 N WATER STREET
LAS CRUCES NM 88001

HUB INTERNATIONAL SOUTHWEST
AGENCY LTD REGIONAL
PO Box 90758
Albuquerque, NM 87199-0758
300-800-5661

ACCOUNT NUMBER	MASTER PRODUCER	BILL DATE	DUE DATE	CURRENT BALANCE	MINIMUM AMOUNT DUE
301379314	1451209	05/05/2018	05/25/2018	\$893.00	\$300.67

policy symbol	policy number	policy mod	post date	description	account activity	minimum amount due
EPP	4918623	00-00	04/30/2018	Executive Protection & EPL Policy New Business (Premium) 04/28/2018 - 04/28/2017	\$ 993.00	
				Current Amount Due		\$ 297.67
				Service Charge		\$ 3.00
TOTAL DUE (minimum amount due):						\$ 300.67
TOTAL DUE (if paid in full):						\$ 893.00

Paperless billing is now available - go to <https://mybilling.gaic.com> to sign up!

PAYMENT OPTIONS

PAY BY WEB: To make a one time or recurring payment from your bank account or credit card, please visit <https://mybilling.gaic.com>. This service is free and available 24 hours a day.

PAY BY PHONE: To make electronic check or credit card payments by phone, please call (800) 847-4357, select option 2 or 3 and follow the prompts. The automated payment by phone service is free and available 24 hours a day.

PAY BY MOBILE: To make a one time bank account or credit card payment from your mobile device, please visit www.gaic.com/Policyholder-Services. In the "Mobile App" section, please find the app which corresponds to your policy coverage, and then click on the link for your device. This service is free and available 24 hours a day.

AUTOMATIC RECURRING PAYMENT: Automatic Recurring Payment offers a convenient way to have your insurance payment automatically withdrawn from your credit card, checking or savings account. To set up a recurring electronic deduction for your account, please visit <https://mybilling.gaic.com>, or call us at (800) 847-4357, option 7.

PAY BY MAIL: To pay your bill by mail, please send a check payable to "Great American Insurance" with the stub below in the envelope provided. Detach and return this portion with your payment in the envelope provided.

ACCOUNT NUMBER	DUE DATE	PAYMENT IN FULL	MINIMUM AMOUNT DUE	AMOUNT ENCLOSED
301379314	05/25/2018	\$893.00	\$300.67	

GREAT AMERICAN INSURANCE CO.
SPECIALTY ACCOUNTING
PO BOX 89100
CLEVELAND OH 44101-8400

FRIENDS OF VISIT LAS CRUCES, INC.
211 N WATER STREET
LAS CRUCES, NM 88001

Allow a charge.

Check box and fill in back of page

12340000000000000000XXXXXX3013793141451209000089300000300676

1046

FRIENDS OF VISIT LAS CRUCES INC
2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

95-128/1122

DATE 4/10/17

PAY TO THE ORDER OF

GREAT AMERICAN INSURANCE Co.

894 ⁰⁰/₁₀₀

EIGHT HUNDRED NINETY-FOUR & ^{NO}/₁₀₀

DOLLARS



CITIZENS BANK
OF LAS CRUCES
P.O. BOX 2128 / LAS CRUCES, NM 88001



FOR _____

[Signature]

⑈001046⑈ ⑆112201289⑆

000⑆

PLANNED NEXT INVOICE

bill date	due date	minimum amount due
05/03/2017	05/23/2017	\$ 74.50

POLICIES ON THE ACCOUNT

policy symbol	policy number	policy mod	payment plan	number of installments remaining	remaining balance
EPR	4918623	01-00	25% down and monthly payments with the total due 7 months prior to expiration	9	\$ 894.00

BILLING DEFINITIONS

PREVIOUS BALANCE:	The Minimum Amount Due stated on your last Premium Invoice.
PREMIUM AND FEES:	New premium charges and/or fees incurred after the date of your last Premium Invoice.
PAYMENTS:	Amounts received on account after the date of your last Premium Invoice.
PAST DUE AMOUNT:	Minimum amount owed by the Due Date to maintain your account in good standing.
PAYMENT IN FULL:	Total amount of premium and fees owed on the account as of the date of the current Premium Invoice.
SERVICE CHARGE:	Processing or transaction charges added to your account.

TERMS AND CONDITIONS

If the Past Due Amount is not received by the Due Date, a Cancellation will be issued for each delinquent policy. Payments received after cancellation date will not automatically reinstate the cancelled policy or policies. This invoice is not a restatement of any coverage or policy previously cancelled. The Company reserves the right to determine whether a cancelled policy will be reinstated following receipt of payment on or after the cancellation date. A Returned Check Fee of \$25.00 will be added to your account balance for each check returned unpaid by your bank.

BILLING ADDRESS CHANGE

Street Address _____

City _____

State _____ Zip _____

**Friends of Visit Las Cruces, Inc.
Las Cruces, New Mexico**

FINANCIAL STATEMENTS (UNAUDITED)

For the Period Ended 06/30/2016

EXHIBIT 34

JAMES C. BAGWELL, CPA PA



2001 E. Lohman Ave. #110-318, Las Cruces, NM 88001
Phone (575) 524-6831 * Fax (575) 524-6832

608 N. Date St., T or C, NM 87901
Phone (575) 894-7825 * Fax (575) 894-1213

**To the Board of Directors
Friends of Visit Las Cruces, Inc.
Las Cruces, New Mexico**

I have compiled the Statement of Financial Position of Friends of Visit Las Cruces, Inc. (501 C(3) non-profit organization) as of June 30, 2016 and the related Statement of Activity – Country Music Fest for the period then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implement, and maintain internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United State of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

James C. Bagwell, CPA PA

July 28, 2016

Friends of Visit Las Cruces Inc
Statement of Financial Position
As of June 30, 2016

	Jun 30, 16
ASSETS	
Current Assets	
Checking/Savings	
Citizens Bank of Las Cruces	181,760.92
Pioneer Bank	1,690.00
Total Checking/Savings	183,450.92
Total Current Assets	183,450.92
TOTAL ASSETS	183,450.92
LIABILITIES & FUND BALANCE	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	12,000.00
Total Accounts Payable	12,000.00
Total Current Liabilities	12,000.00
Total Liabilities	12,000.00
Fund Balance	
Fund Balance - Beginning	87,384.07
Net Income	84,066.85
Total Fund Balance	171,450.92
TOTAL LIABILITIES & FUND BALANCE	183,450.92

Friends of Visit Las Cruces Inc
Statement of Activity - Country Music Fest

December 1, 2015 through June 30, 2016

	Pioneer - Dickerson	Citizens - Friends	TOTAL
	Dec 1, '15 - Jun 30, 16	Dec 1, '15 - Jun 30, 16	Dec 1, '15 - Jun 30, 16
Ordinary Income/Expense			
Income			
% of artist merchandise	0.00	0.00	0.00
% of COKE	0.00	1,138.41	1,138.41
Bull Riding Income	0.00	1,120.00	1,120.00
CVB Seed Money	110,000.00	0.00	110,000.00
CVB Marketing		341,313.51	341,313.51
Event Merchandise, Licensed	0.00	8,944.00	8,944.00
Gate - on site	0.00	37,750.87	37,750.87
Gate - Pre-sale tickets			
Cash, Check, Square	0.00	15,303.87	15,303.87
Eventbrite - online tickets	0.00	123,821.45	123,821.45
Gate - Pre-sale tickets - Other	0.00	0.00	0.00
Total Gate - Pre-sale tickets	0.00	139,125.32	139,125.32
Sponsorship - Cash	0.00	55,590.00	55,590.00
State Tourism Grant	0.00	30,000.00	30,000.00
Vendors	0.00	6,835.65	6,835.65
Total Income	110,000.00	621,817.76	731,817.76
Expense			
Accounting Services	0.00	2,400.00	2,400.00
ACTS	0.00	2,000.00	2,000.00
Automobile Expense	0.00	0.00	0.00
Bank Service Charges	0.00	1.18	1.18
Brunch - meal, runway, decor			
NMSU Tough Enough TWP Brunch Tickets	0.00	1,500.00	1,500.00
Brunch - meal, runway, decor - Other	0.00	6,750.00	6,750.00
Total Brunch - meal, runway, decor	0.00	8,250.00	8,250.00
CVB Expenses			
Fall Sponsorship Reception		2,236.00	
Kids Area (deposits)		850.00	
Marketing/Print Advertising		310,708.00	
Merchandise		14,619.00	
Miscellaneous Supplies		500.00	
Rental Vehicles		1,100.00	
Swag Bags		1,331.00	
Tickets/Badges		1,500.00	
VIP Reception		8,471.51	
Total CVB Expenses		341,313.51	
Depreciation Expense		0.00	0.00
EMS		0.00	0.00
Entertainment			0.00
Acts performance fees	71,250.00	73,250.00	144,500.00
Gene Dries	10,369.96	5,000.00	15,369.96
Lights, Sound, Generators	0.00	52,074.38	52,074.38
Local Stage	2,000.00	1,950.00	3,950.00
Per diem travel, green room	0.00	4,914.39	4,914.39
Entertainment - Other	0.00	750.00	750.00
Total Entertainment	83,619.96	137,938.77	221,558.73

Friends of Visit Las Cruces Inc
Statement of Activity - Country Music Fest
December 1, 2015 through June 30, 2016

	Pioneer - Dickerson	Citizens - Friends	TOTAL
	Dec 1, '15 - Jun 30, 16	Dec 1, '15 - Jun 30, 16	Dec 1, '15 - Jun 30, 16
Event Management		15,000.00	15,000.00
Insurance Expense		893.00	893.00
Interest Expense		0.00	0.00
Kids Area		4,331.51	4,331.51
Miscellaneous		850.00	850.00
NM GRT - Vendors & Sponsors		0.00	0.00
Office Supplies	210.19	122.40	332.59
Payroll Expenses		0.00	0.00
Professional Fees		80.51	80.51
Refund - Sunspot Solar		0.00	0.00
Rent Expense		0.00	0.00
Repairs and Maintenance		0.00	0.00
Rodeo Tickets		1,500.00	1,500.00
Sanitation - porta-pot, dumpster		3,455.17	3,455.17
Seamstress - Chelsea Duplintis		0.00	0.00
Security		4,532.88	4,532.88
Site rentals - fencing, chairs,		24,166.48	24,166.48
Staffing - CHS		0.00	0.00
Telephone Expense		0.00	0.00
Tickets/Passes/Badges		0.00	0.00
Travel Expense		0.00	0.00
Utilities		0.00	0.00
Vendor Coord. - Duane Mosley		1,500.00	1,500.00
Venue Rental		0.00	0.00
VIP Reception/Sponsorship Recep	250.00	15,335.35	15,585.35
Total Expense	84,080.15	563,670.76	647,750.91
Net Ordinary Income	25,919.85	58,147.00	84,066.85
Other Income/Expense			
Transfers To/From Banks	-111,613.92		-111,613.92
Transfers To/From Banks	111,613.92	0.00	111,613.92
Total Other Expense	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00
Net income	25,919.85	58,147.00	84,066.85

Anne M. Layne

From: Philip San Filippo
Sent: Friday, July 29, 2016 12:43 PM
To: Jennifer Bales
Subject: RE: fin stmt

The agreement states Gross Income.

From: Jennifer Bales
Sent: Friday, July 29, 2016 12:42 PM
To: Philip San Filippo <psfilippo@las-cruces.org>; Chris Faivre <CFaivre@las-cruces.org>
Subject: RE: fin stmt

But they don't. Only if the Friends actual assets were over \$250K. The addition of CVB spend is not included in that. That's why I said, he can't add it in the Friends column as it never was or ever will be Friends money.

Just ask him to remove that money.

We can do a separate report to show full cost of the festival. My bad. I didn't think it was going to be this difficult. But I think it's imperative to have that report available for both the Friends Board and the City. We should have that total cost of the festival available should anyone ask.

Jennifer Bales

Interim Executive Director/CVB/Community & Cultural Services
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Philip San Filippo
Sent: Friday, July 29, 2016 12:31 PM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: RE: fin stmt

That's my concern. It now inflates the gross income to where we need to pay for a full blown audit.

From: Jennifer Bales
Sent: Friday, July 29, 2016 12:29 PM
To: Philip San Filippo <psfilippo@las-cruces.org>; Chris Faivre <CFaivre@las-cruces.org>
Subject: RE: fin stmt

This is wrong – we asked that he add another column with CVB spend in it so it could be seen the total cost of the festival – he/they can't add it to the Friends money as it was never Friends money! I specifically spoke with James the other day about putting it below the line, to the side of the line or in another column.

Jennifer Bales

Interim Executive Director/CVB/Community & Cultural Services
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org

From: Philip San Filippo
Sent: Friday, July 29, 2016 12:04 PM
To: Jennifer Bales <jbales@las-cruces.org>; Chris Faivre <CFaivre@las-cruces.org>; Jennifer Bales <jbales@las-cruces.org>
Subject: FW: fin stmt

Attached is a copy of the financial statement from James. Before I submit it, I want to talk it over with you. There are some major questions that we need to be decide. Once we discuss, we can submit.

From: James [<mailto:bagwellcpa@hotmail.com>]
Sent: Friday, July 29, 2016 11:42 AM
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: Re: fin stmt

here you go Mr Phil....have a great b day!

James C. Bagwell CPA
2001 E. Lohman Ave. 110-318
Las Cruces, NM 88001
(575) 524-6831

NOTICE: This email and any attached files are for the sole use of the intended recipients and may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this email in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Please immediately advise the sender by reply email and delete all copies of this communication, thank you.

From: Philip San Filippo <psfilippo@las-cruces.org>
Sent: Thursday, July 28, 2016 3:14 PM
To: James
Subject: RE: fin stmt

Just email to me ASAP and I will hand deliver tomorrow.

From: James [<mailto:bagwellcpa@hotmail.com>]
Sent: Thursday, July 28, 2016 3:12 PM
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: fin stmt

howdy phil,
Tried to email Jen but I guess she is out...will have fin stmt emailed to you either tonight or in the morning.
I know we have the deadline on it tomorrow.

Marilyns flight got delayed from yesterday until today, and then two delays already today..out of Houston. cluster

So now I think it is happening and I have to run to EP to pick her up.

We will have it by tomorrow and can either drop by a hard copy to the city or email .

Thanks and hope you are doing mucho great,
JCB

James C. Bagwell CPA
2001 E. Lohman Ave. 110-318
Las Cruces, NM 88001
(575) 524-6831

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Anne M. Layne

From: Philip San Filippo
Sent: Friday, July 29, 2016 2:05 PM
To: James
Cc: Jennifer Bales
Subject: RE: fin stmt

James,

I'm sorry to do this; but I need to ask you to make another change. My understanding was that Jen was asking you to add an additional page that shows the amount of funds that the CVB provided. It really should not be part of the Friends financials; but a separate document just for the Board. If you don't mind, I would like to ask you to take the CVB marketing line item out of the Financials. There are a number of reasons why that should not be included:

1. The number that was provided to you is wrong. It is more around \$163,000
2. If we show a gross income that is too high; we may need to have an audit that will be very costly.
3. The marketing funds are part of CVB operations and is accounted as part of the CVB.

For the purposes of the City report, we can just pull that amount out of the equation. When I return from vacation in Mid-August, we can prepare that separate report for the Board. If you have any questions, please give me a call.

From: James [mailto:bagwellcpa@hotmail.com]
Sent: Friday, July 29, 2016 11:42 AM
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: Re: fin stmt

here you go Mr Phil....have a great b day!

James C. Bagwell CPA
2001 E. Lohman Ave. 110-318
Las Cruces, NM 88001
(575) 524-6831

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From: Philip San Filippo <psfilippo@las-cruces.org>
Sent: Thursday, July 28, 2016 3:14 PM
To: James
Subject: RE: fin stmt

Just email to me ASAP and I will hand deliver tomorrow.

EXHIBIT 36

From: James [mailto:bagwellcpa@hotmail.com]
Sent: Thursday, July 28, 2016 3:12 PM
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: fin stmt

howdy phil,

Tried to email Jen but I guess she is out...will have fin stmt emailed to you either tonight or in the morning. I know we have the deadline on it tomorrow.

Marilyns flight got delayed from yesterday until today, and then two delays already today..out of Houston. cluster

So now I think it is happening and I have to run to EP to pick her up.

We will have it by tomorrow and can either drop by a hard copy to the city or email .

Thanks and hope you are doing mucho great,
JCB

James C. Bagwell CPA
2001 E. Lohman Ave. 11G-318
Las Cruces, NM 88001
(575) 524-6831

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Anne M. Layne

From: Philip San Filippo
Sent: Friday, July 29, 2016 2:48 PM
To: Jennifer Bales;Chris Faivre
Subject: FW: Fin stmt
Attachments: doc02871220160729142951.pdf

Updated.

From: James [mailto:bagwellcpa@hotmail.com]
Sent: Friday, July 29, 2016 2:21 PM
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: Fin stmt

No problem Phil! easy enough

*James C. Bagwell CPA
2001 E. Lohman Ave. 110-318
Las Cruces, NM 88001
(575) 524-6831*

NOTICE: This email and any attached files are for the sole use of the intended recipients and may contain privileged or other confidential information. If you are not the intended recipient, or believe that you have received this email in error, please do not print, copy, retransmit, disseminate, or otherwise use the information. Please immediately advise the sender by reply email and delete all copies of this communication, thank you.

EXHIBIT 37

**Friends of Visit Las Cruces, Inc.
Las Cruces, New Mexico**

FINANCIAL STATEMENTS (UNAUDITED)

For the Period Ended 06/30/2016

JAMES C. BAGWELL, CPA PA



2001 E. Lohman Ave. #110-318, Las Cruces, NM 88001
Phone (575) 524-6831 * Fax (575) 524-6832

608 N. Date St., T or C, NM 87901
Phone (575) 894-7825 * Fax (575) 894-1213

**To the Board of Directors
Friends of Visit Las Cruces, Inc.
Las Cruces, New Mexico**

I have compiled the Statement of Financial Position of Friends of Visit Las Cruces, Inc. (501 C(3) non-profit organization) as of June 30, 2016 and the related Statement of Activity – Country Music Fest for the period then ended. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implement, and maintain internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures and the statement of cash flows required by accounting principles generally accepted in the United State of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

James C. Bagwell, CPA PA

July 28, 2016

Friends of Visit Las Cruces Inc
Statement of Financial Position
As of June 30, 2016

	<u>Jun 30, 16</u>
ASSETS	
Current Assets:	
Checking/Savings	
Citizens Bank of Las Cruces	181,750.92
Pioneer Bank	1,690.00
Total Checking/Savings	183,450.92
Total Current Assets	183,450.92
TOTAL ASSETS	183,450.92
LIABILITIES & FUND BALANCE	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	12,000.00
Total Accounts Payable	12,000.00
Total Current Liabilities	12,000.00
Total Liabilities	12,000.00
Fund Balance	
Fund Balance - Beginning	81,384.07
Net Income	94,066.85
Total Fund Balance	171,450.92
TOTAL LIABILITIES & FUND BALANCE	183,450.92

Friends of Visit Las Cruces Inc
Statement of Activity - Country Music Fest

December 1, 2015 through June 30, 2016

	Pioneer - Dickerson	Citizens - Friends	TOTAL
	Dec 1, '15 - Jun 30, 16	Dec 1, '15 - Jun 30, 16	Dec 1, '15 - Jun 30, 16
Ordinary Income/Expense			
Income			
% of artist merchandise	0.00	0.00	0.00
% of COKE	0.00	1,138.41	1,138.41
Bull Riding Income	0.00	1,120.00	1,120.00
CVB Seed Money	110,000.00	0.00	110,000.00
Event Merchandise, Licensed	0.00	8,944.00	8,944.00
Gate - on site	0.00	37,750.87	37,750.87
Gate - Pre-sale tickets			
Cash, Check, Square	0.00	15,303.87	15,303.87
Eventbrite - online tickets	0.00	123,821.45	123,821.45
Gate - Pre-sale tickets - Other	0.00	0.00	0.00
Total Gate - Pre-sale tickets	0.00	139,125.32	139,125.32
Sponsorship - Cash	0.00	55,590.00	55,590.00
State Tourism Grant	0.00	30,000.00	30,000.00
Vendors	0.00	6,835.65	6,835.65
Total Income	110,000.00	280,504.25	390,504.25
Expense			
Accounting Services	0.00	2,400.00	2,400.00
ACTS	0.00	2,000.00	2,000.00
Automobile Expense	0.00	0.00	0.00
Bank Service Charges	0.00	1.18	1.18
Brunch - meal, runway, decor			
NMSU Tough Enough TWP Brunch Tickets	0.00	1,500.00	1,500.00
Brunch - meal, runway, decor - Other	0.00	6,750.00	6,750.00
Total Brunch - meal, runway, decor	0.00	8,250.00	8,250.00
Depreciation Expense		0.00	0.00
EMS		0.00	0.00
Entertainment			0.00
Acts performance fees	71,250.00	73,250.00	144,500.00
Gene Drias	10,369.96	5,000.00	15,369.96
Lights, Sound, Generators	0.00	52,074.38	52,074.38
Local Stage	2,000.00	1,950.00	3,950.00
Per diem travel, green room	0.00	4,914.39	4,914.39
Entertainment - Other	0.00	750.00	750.00
Total Entertainment	83,619.96	137,938.77	221,558.73

Friends of Visit Las Cruces Inc
Statement of Activity - Country Music Fest

December 1, 2015 through June 30, 2016

	Pioneer - Dickerson	Citizens - Friends	TOTAL
	Dec 1, '15 - Jun 30, 16	Dec 1, '15 - Jun 30, 16	Dec 1, '15 - Jun 30, 16
Event Management		15,000.00	15,000.00
Insurance Expense		893.00	893.00
Interest Expense		0.00	0.00
Kids Area		4,331.51	4,331.51
Miscellaneous		850.00	850.00
NM GRT - Vendors & Sponsors		0.00	0.00
Office Supplies	210.19	122.40	332.69
Payroll Expenses		0.00	0.00
Professional Fees		80.51	80.51
Refund - Sunspot Solar		0.00	0.00
Rent Expense		0.00	0.00
Repairs and Maintenance		0.00	0.00
Rodeo Tickets		1,500.00	1,500.00
Sanitation -porta-pot, dumpster		3,455.17	3,455.17
Seamstress - Chelsea Duplintis		0.00	0.00
Security		4,532.88	4,532.88
Site rentals - fencing, chairs,		24,166.48	24,166.48
Staffing - CHS		0.00	0.00
Telephone Expense		0.00	0.00
Tickets/Passes/Badges		0.00	0.00
Travel Expense		0.00	0.00
Utilities		0.00	0.00
Vendor Coord. - Duane Mosley		1,500.00	1,500.00
Venue Rental		0.00	0.00
VIP Reception/Sponsorship Recep	250.00	15,335.35	15,585.35
Total Expense	84,080.15	222,357.25	306,437.40
Net Ordinary Income	25,919.85	58,147.00	84,066.85
Other Income/Expense			
Transfers To/From Banks	-111,613.92		-111,613.92
Transfers To/From Banks	111,613.92	0.00	111,613.92
Total Other Expense	0.00	0.00	0.00
Net Other Income	0.00	0.00	0.00
Net Income	25,919.85	58,147.00	84,066.85

Country Music Festival/Plaza Events
Reconstruction

	2016	2017	2018**	2019
Income				
Ticket Sales	125,501	215,103	60,434	181,421
Sponsorships	87,100	59,815	5,800	92,436
Merchandise/Booth Sales - Square	20,101	27,052	9,549	24,830
Vendor Booth Sales	4,514	6,300	-	7,900
Merchandise/Ticket Sales - Cash	47,952	61,852	4,078	28,091
Less: Cash withdrawn for change banks	-	(40,000)	(800)	(10,000)
Miscellaneous revenue	258	-	250	3,383
Total Gross Income	285,425	330,122	79,311	328,062
Friends Expenses				
Business registration fees	850	20	10	10
Legal fees	81	-	-	-
Bank fees	125	138	293	37
Insurance	893	894	2,203	10,231
Pass through sales	1,500	-	-	-
Unknown expense	2,500	-	-	400
Total Friends Expenses	5,948	1,052	2,506	10,678
CMF Expenses not included in Dickerson's contract				
Commission paid to M. Dickerson	1,900	-	-	-
Contract labor	1,500	1,500	-	1,500
Creative director fees	5,000	15,823	5,000	10,274
Equipment rental	1,219	1,353	-	1,160
Giddyup Gallop expenses	-	3,433	-	2,365
Kids corner	4,332	3,534	-	6,199
Lodging/meals for entertainment	4,914	-	-	-
Marketing	-	700	-	13,760
Payment to Barbara Hubbard	2,000	-	-	-
Total CMF Expenses not included in Dickerson's contract	20,865	26,342	5,000	35,257
CMF VIP Party expenses				
Catering	3,900	-	-	6,085
Entertainer fees	750	5,100	-	-
Equipment rental	2,023	-	-	-
Other expenses	-	120	-	-
Total CMF VIP Party expenses	6,673	5,220	-	6,085
CMF expenses in Dickerson's contract paid by Friends				
Accountant	2,400	2,400	2,400	2,400
Catering	14,873	10,324	-	5,270
Entertainment & fees	75,200	239,100	6,875	265,250
Equipment	11,098	-	-	-
Event management	15,700	-	-	-
Generators for vendors	-	30,085	-	-
K&W sound	51,374	-	-	64,841
Port-a-potties	3,455	3,834	-	-
Security	4,533	6,586	-	-
Gross receipts taxes	2,960	-	-	-
Less: Payments from Dickerson's to Friends	(111,614)	(12,677)	-	-
Total CMF expenses in Dickerson's contract paid by Friends	69,978	279,652	9,275	337,762
Plaza Events				
Catering	-	-	7,799	-
Entertainer fees	-	2,000	15,375	24,500
Lighting and sound	-	-	13,024	-
Equipment rental	-	-	-	-
Other expenses	-	-	3,175	2,500
Total Plaza Events expenses	-	2,000	39,372	27,000

**No CMF was held in Fiscal Year 2018. However, there were still expenses related to planning and marketing the event in Fiscal Year 2019.

Country Music Festival/Plaza Events
Reconstruction

	2016		2017		2018**		2019	
Net Income/(Loss) recorded by Friends		181,961		15,856		23,157		(88,719)
Less: Expenses paid by City of Las Cruces								
Dickerson's Contract	(110,000)		(125,000)		(110,000)		(15,000)	
CMF - Creative director fees	-		-		(1,290)		-	
CMF - Equipment purchase	-		-		(7,062)		-	
CMF - Equipment rental	-		(404)		(1,130)		(1,797)	
CMF - Giddyup Gallop expenses	-		(2,286)		-		(1,870)	
CMF - Giveaways	-		(3,793)		-		(3,706)	
CMF - IEBA attendance	-		(7,020)		(4,227)		(10,730)	
CMF - Lodging/Meals for entertainment	-		(776)		-		(2,204)	
CMF - Marketing	-		(2,007)		(334)		(783)	
CMF - Marketing meals	-		(154)		(591)		(58)	
CMF - Marketing travel	-		(1,397)		-		(4,295)	
CMF - Marketing costs paid to/through Moetiv8	(122,665)		(67,308)		(24,063)		(43,999)	
CMF - Staff meals	-		(387)		(145)		(955)	
CMF - Supplies	-		(3,613)		(1,619)		(3,390)	
CMF VIP Party - Catering	-		(11,254)		-		(1,085)	
CMF VIP Party - Equipment rental	-		(3,323)		-		-	
CMF VIP Party - Other expenses	-		(115)		-		(406)	
Plaza Events - Catering	-		-		(243)		(440)	
Plaza Events - Lighting and Sound	-		-		(7,062)		-	
Plaza Events - Other expenses	-		(269)		(3,308)		(70)	
Friends - Other Costs	-		-		(168)		(72)	
Overtime for City employees	(2,926)		(2,400)		(947)		(3,072)	
Payroll and benefit expenses for City employees	(189,592)		(191,893)		(155,309)		(193,783)	
Refund: Dickerson's catering	-		-		-		42,927	
Less: Total expenses paid by City of Las Cruces		(425,183)		(423,399)		(317,499)		(287,716)
Total Income/(Loss) for Country Music Festival and Plaza Events		(243,222)		(407,543)		(294,341)		(376,435)
Cumulative Income/(Loss) for Country Music Festival and Plaza Events		(243,222)		(650,765)		(945,106)		(1,321,542)

Reconstruction performed by The McHard Firm under the AICPA Statements of Standards for Consulting Services No. 1 and Statements of Standards for Forensic Services No. 1. This information not a compilation, review or audit as defined by the accounting profession.

Sources of information:

Bank statements and accounting records of Friends of Visit Las Cruces
Accounting, accounts payable records of City of Las Cruces

Please see accompanying report for reconstruction methodology.

**No CMF was held in Fiscal Year 2018. However, there were still expenses related to planning and marketing the event in Fiscal Year 2019.

Eventbrite report of payments to Friends of Visit Las Cruces bank account
Includes CMF, Plaza, and Theatre events
Extracted from Eventbrite report by City of Las Cruces personnel

Event name	Event date	Payout method	Expected sent date	Payout amount
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	5/6/2016	61,554.85
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/28/2016	25,415.03
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/21/2016	11,044.44
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/14/2016	6,827.25
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/7/2016	3,975.04
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/31/2016	2,736.35
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/24/2016	1,512.07
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/17/2016	1,298.96
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/10/2016	2,121.47
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/3/2016	1,540.11
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	2/25/2016	906.15
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	2/18/2016	646.60
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	2/11/2016	1,116.47
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	2/4/2016	1,402.97
Las Cruces Country Music Festival	29-Apr-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	1/28/2016	1,723.69
2016 SalsaFest	30-Sep-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/7/2016	1,534.54
2016 SalsaFest	30-Sep-16	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	9/15/2016	196.50
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	5/5/2017	49,848.93
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/27/2017	26,626.22
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/20/2017	11,082.06
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/13/2017	12,136.86
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/6/2017	10,218.20
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/30/2017	4,946.87
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/23/2017	6,221.11
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/16/2017	6,934.03
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/9/2017	4,835.53
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/2/2017	2,796.60
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	2/23/2017	2,728.09
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	2/16/2017	1,892.94
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	2/9/2017	1,222.89
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	2/2/2017	2,398.12
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	1/26/2017	1,831.98
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	1/19/2017	2,809.63
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	1/12/2017	1,706.87
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	1/5/2017	4,720.67
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	12/29/2016	1,526.20
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	12/22/2016	3,609.16
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	12/15/2016	661.31
2017 - Las Cruces Country Music Festival	28-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	12/8/2016	4,532.73
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	5/4/2017	2,183.51
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/27/2017	1,195.86
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/20/2017	642.82
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/13/2017	834.94
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/6/2017	293.17
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/30/2017	540.38
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/23/2017	123.12
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/16/2017	294.56
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/9/2017	236.58
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/2/2017	1,348.59

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Event name	Event date	Payout method	Expected sent date	Payout amount
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	2/23/2017	143.00
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	2/9/2017	116.15
Las Cruces Giddyup Gallop - 5k/Half Marathon/Fun Run/Walk	29-Apr-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	1/26/2017	17.80
Singin' in the Rain at the RGT	8-Jul-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/13/2017	418.68
Singin' in the Rain at the RGT	8-Jul-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/6/2017	63.55
Singin' in the Rain at the RGT	8-Jul-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	6/29/2017	56.49
The Hard Road Trio - KRWG Benefit Concert	22-Jul-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/27/2017	818.63
The Hard Road Trio - KRWG Benefit Concert	22-Jul-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/20/2017	425.88
The Hard Road Trio - KRWG Benefit Concert	22-Jul-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/13/2017	252.64
The Hard Road Trio - KRWG Benefit Concert	22-Jul-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/6/2017	293.07
The Hard Road Trio - KRWG Benefit Concert	22-Jul-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	6/29/2017	66.63
The Godfather at the RGT	12-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/17/2017	667.86
The Godfather at the RGT	12-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/10/2017	303.22
The Godfather at the RGT	12-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/3/2017	14.12
The Godfather at the RGT	12-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/13/2017	13.92
Selena (the movie) at the RGT	25-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/30/2017	39.97
Selena - The Ultimate Tribute Concert & Movie	25-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/30/2017	442.27
Selena (the movie) at the RGT	25-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/24/2017	63.55
Selena - The Ultimate Tribute Concert & Movie	25-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/24/2017	197.85
Selena - The Ultimate Tribute Concert & Movie	25-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/17/2017	241.88
Selena - The Ultimate Tribute Concert	26-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/31/2017	2,674.87
Selena - The Ultimate Tribute Concert	26-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/24/2017	1,291.45
Selena - The Ultimate Tribute Concert	26-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/17/2017	836.65
Selena - The Ultimate Tribute Concert	26-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/10/2017	231.01
Selena - The Ultimate Tribute Concert	26-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/3/2017	494.82
Selena - The Ultimate Tribute Concert	26-Aug-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/20/2017	87.00
Meet Me in St. Louis	9-Sep-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	9/14/2017	156.40
2017-18 RGT Classic Film Series	9-Sep-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	9/14/2017	278.67
2017-18 RGT Classic Film Series	9-Sep-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/17/2017	141.21
2017-18 RGT Classic Film Series	9-Sep-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/10/2017	68.73
2017-18 RGT Classic Film Series	9-Sep-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/3/2017	206.19
2017-18 RGT Classic Film Series	9-Sep-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/13/2017	486.74
2017-18 RGT Classic Film Series	9-Sep-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	6/29/2017	141.21
Cool Hand Luke	7-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/12/2017	118.72
Cool Hand Luke	7-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/12/2017	118.72
Cool Hand Luke	7-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	9/28/2017	13.92
Acrobatic Conundrum	20-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/25/2017	1,021.30
Acrobatic Conundrum	20-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/19/2017	925.18
Acrobatic Conundrum	20-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/5/2017	72.99
MJ Deja Vu - a Michael Jackson Tribute	21-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/26/2017	3,056.54
MJ Deja Vu - a Michael Jackson Tribute	21-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/19/2017	2,488.47
MJ Deja Vu - a Michael Jackson Tribute	21-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/12/2017	655.33
MJ Deja Vu - a Michael Jackson Tribute	21-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/12/2017	655.33
MJ Deja Vu - a Michael Jackson Tribute	21-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/5/2017	386.87
MJ Deja Vu - a Michael Jackson Tribute	21-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	9/28/2017	385.09
MJ Deja Vu - a Michael Jackson Tribute	21-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	9/21/2017	73.54
Fright Night	28-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/2/2017	673.30
Fright Night	28-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/26/2017	278.64

Eventbrite report of payments to Friends of Visit Las Cruces bank account
Includes CMF, Plaza, and Theatre events
Extracted from Eventbrite report by City of Las Cruces personnel

Event name	Event date	Payout method	Expected sent date	Payout amount
Fright Night	28-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/19/2017	130.88
Fright Night	28-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/12/2017	148.87
Fright Night	28-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/12/2017	148.87
Fright Night	28-Oct-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/5/2017	96.07
Gone With the Wind	11-Nov-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/16/2017	577.56
Gone With the Wind	11-Nov-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/9/2017	134.16
Gone With the Wind	11-Nov-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/2/2017	84.53
Gone With the Wind	11-Nov-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/26/2017	28.25
Gone With the Wind	11-Nov-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/19/2017	21.18
Reunion Beatles	19-Nov-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/24/2017	2,987.58
Reunion Beatles	19-Nov-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/16/2017	1,431.84
Reunion Beatles	19-Nov-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/9/2017	1,105.98
Reunion Beatles	19-Nov-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/2/2017	151.24
Reunion Beatles	19-Nov-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/26/2017	86.27
Reunion Beatles	19-Nov-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/19/2017	43.66
El Paso Brass - KRWG Benefit Concert	7-Dec-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	12/12/2017	507.56
El Paso Brass - KRWG Benefit Concert	7-Dec-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	12/7/2017	1,037.22
El Paso Brass - KRWG Benefit Concert	7-Dec-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/30/2017	345.92
El Paso Brass - KRWG Benefit Concert	7-Dec-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/24/2017	345.93
El Paso Brass - KRWG Benefit Concert	7-Dec-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/16/2017	226.54
El Paso Brass - KRWG Benefit Concert	7-Dec-17	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/9/2017	93.28
The Crystals Featuring Remember Then	7-Apr-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/12/2018	3,146.32
The Crystals Featuring Remember Then	7-Apr-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/5/2018	4,495.57
The Crystals Featuring Remember Then	7-Apr-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/29/2018	1,341.17
The Crystals Featuring Remember Then	7-Apr-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/22/2018	1,592.52
The Crystals Featuring Remember Then	7-Apr-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/15/2018	62.45
The Crystals Featuring Remember Then	7-Apr-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/8/2018	374.72
The Crystals Featuring Remember Then	7-Apr-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/1/2018	124.90
2018 Reunion Beatles	7-Jun-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	4/12/2018	77.57
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/26/2018	55,129.83
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/18/2018	26,565.98
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/11/2018	16,471.72
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/4/2018	8,481.97
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	9/27/2018	10,298.16
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	9/20/2018	7,577.77
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	9/13/2018	7,193.43
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	9/6/2018	5,384.31
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/30/2018	6,124.32
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/23/2018	5,116.77
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/16/2018	4,783.55
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/9/2018	4,090.98
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	8/2/2018	3,984.28
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/26/2018	1,546.17
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/19/2018	1,760.68
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/12/2018	768.31
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	7/5/2018	1,505.20
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	6/28/2018	1,416.70
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	6/21/2018	2,677.34
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	6/14/2018	2,713.45
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	6/7/2018	2,867.01
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	5/31/2018	2,063.98
2018 - Las Cruces Country Music Festival	19-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	5/24/2018	5,655.23
Giddyup Gallop	21-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/26/2018	259.63
Giddyup Gallop	21-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/18/2018	84.33
2018 Fright Night	27-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/11/2018	14.12
2018 Fright Night	27-Oct-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/4/2018	95.47
Remember Then & Oldies But Goodies	2-Nov-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/11/2018	111.38
Noche de Nachos	10-Nov-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/15/2018	3,733.61
Noche de Nachos	10-Nov-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/8/2018	599.26

Eventbrite report of payments to Friends of Visit Las Cruces bank account
Includes CMF, Plaza, and Theatre events
Extracted from Eventbrite report by City of Las Cruces personnel

Event name	Event date	Payout method	Expected sent date	Payout amount
Noche de Nachos	10-Nov-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/2/2018	39.98
Noche de Nachos	10-Nov-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	11/1/2018	39.98
Noche de Nachos	10-Nov-18	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	10/18/2018	53.30
The Hard Road Trio - KRWG Benefit	29-Mar-19	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/21/2019	332.59
The Hard Road Trio - KRWG Benefit	29-Mar-19	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/14/2019	106.06
The Hard Road Trio - KRWG Benefit	29-Mar-19	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/7/2019	225.99
2019 Las Cruces Country Music Festival	11-Oct-19	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	3/7/2019	956.76
2019 Las Cruces Country Music Festival	11-Oct-19	Direct Deposit: XXXXXX0001, Friends of Visit Las Cruces	2/28/2019	1,099.96
2017-18 RGT Classic Film Series	9-Sep-17	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/16/2018	154.55
A Christmas Story	2-Dec-17	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/7/2017	442.71
A Christmas Story	2-Dec-17	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/30/2017	28.25
A Christmas Story	2-Dec-17	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/24/2017	49.12
Nosotros Live at the RGT	9-Dec-17	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/14/2017	450.69
Nosotros Live at the RGT	9-Dec-17	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/7/2017	407.15
Nosotros Live at the RGT	9-Dec-17	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/30/2017	35.40
Nosotros Live at the RGT	9-Dec-17	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/24/2017	61.96
Children of a Lesser God - An Evening With Mark Medoff	2-Mar-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2018	381.28
Children of a Lesser God - An Evening With Mark Medoff	2-Mar-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/1/2018	300.63
Children of a Lesser God - An Evening With Mark Medoff	2-Mar-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/22/2018	17.70
Children of a Lesser God - An Evening With Mark Medoff	2-Mar-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/15/2018	70.81
Children of a Lesser God - An Evening With Mark Medoff	2-Mar-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/8/2018	177.02
One Flew Over the Cuckoo's Nest	3-Mar-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/8/2018	106.08
One Flew Over the Cuckoo's Nest	3-Mar-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/1/2018	28.24
The Searchers	14-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/19/2018	178.56
The Searchers	14-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/12/2018	28.24
Purple Rain & Purple Madness Combo	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/4/2018	337.96
Purple Rain	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/2/2018	296.50
Purple Rain & Purple Madness Combo	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/26/2018	407.02
Purple Rain	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/26/2018	190.45
Purple Rain	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/19/2018	14.12
Purple Rain & Purple Madness Combo	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/19/2018	71.20
Purple Rain & Purple Madness Combo	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/12/2018	160.21
Purple Rain	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/12/2018	35.31
Purple Rain & Purple Madness Combo	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/5/2018	71.20
Purple Rain	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/5/2018	35.30
Purple Rain & Purple Madness Combo	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/29/2018	53.41
Purple Rain & Purple Madness Combo	27-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/22/2018	71.20
Plaza Events 3 Pack	28-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/7/2018	6.50
Plaza Events 3 Pack	28-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/3/2018	53.50
Purple Madness	28-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/3/2018	3,573.25
Purple Madness	28-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/26/2018	982.81
Purple Madness	28-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/19/2018	92.73
Purple Madness	28-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/12/2018	53.31
Purple Madness	28-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/5/2018	53.30
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/4/2018	658.58
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/26/2018	1,101.96
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/19/2018	231.81
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/12/2018	263.04
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/5/2018	566.14
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/29/2018	53.51
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/22/2018	316.53
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/15/2018	160.41
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/8/2018	187.16
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/1/2018	71.30

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Event name	Event date	Payout method	Expected sent date	Payout amount
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/22/2018	111.38
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/15/2018	53.50
Las Cruces United Heroes Run - 5K/10K	29-Apr-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/8/2018	75.78
The Long Run - "Colorado's Tribute to The Eagles"	11-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/16/2018	2,039.85
The Long Run - "Colorado's Tribute to The Eagles"	11-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/10/2018	1,842.48
The Long Run - "Colorado's Tribute to The Eagles"	11-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/3/2018	760.63
The Long Run - "Colorado's Tribute to The Eagles"	11-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/26/2018	356.02
The Long Run - "Colorado's Tribute to The Eagles"	11-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/19/2018	195.01
The Long Run - "Colorado's Tribute to The Eagles"	11-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/5/2018	106.00
The Long Run - "Colorado's Tribute to The Eagles"	11-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/22/2018	89.01
The Long Run - "Colorado's Tribute to The Eagles"	11-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/15/2018	35.60
North By Northwest	12-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/17/2018	222.55
North By Northwest	12-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/10/2018	56.49
Plaza Blues & Blues Brothers Movie Combo	18-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/24/2018	124.00
Blues Brothers	18-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/23/2018	260.75
Blues Brothers	18-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/17/2018	70.20
Plaza Blues & Blues Brothers Movie Combo	18-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/17/2018	34.80
Blues Brothers	18-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/10/2018	28.25
Blues Brothers	18-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/3/2018	28.24
Plaza Blues Festival	19-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/24/2018	2,336.28
Plaza Blues Festival	19-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/17/2018	702.14
Plaza Blues Festival	19-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/10/2018	157.98
Casablanca	26-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/31/2018	417.72
Casablanca	26-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/24/2018	127.09
Casablanca	26-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/17/2018	21.19
Casablanca	26-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/3/2018	28.24
Country on the Plaza and Urban Cowboy Movie Combo	31-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/7/2018	78.59
Urban Cowboy	31-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/5/2018	741.59
Urban Cowboy	31-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/31/2018	574.72
Country on the Plaza and Urban Cowboy Movie Combo	31-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/31/2018	88.20
Urban Cowboy	31-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/24/2018	120.04
Country on the Plaza and Urban Cowboy Movie Combo	31-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/24/2018	53.00
Urban Cowboy	31-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/17/2018	154.93
Country on the Plaza and Urban Cowboy Movie Combo	31-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/17/2018	141.61
Urban Cowboy	31-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/10/2018	254.20
Country on the Plaza and Urban Cowboy Movie Combo	31-May-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/10/2018	35.60
Homeward Bound - Country on the Plaza	2-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/7/2018	4,540.01
Homeward Bound - Country on the Plaza	2-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/31/2018	798.18
Homeward Bound - Country on the Plaza	2-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/24/2018	131.32
Homeward Bound - Country on the Plaza	2-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/17/2018	39.98

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Event name	Event date	Payout method	Expected sent date	Payout amount
Homeward Bound - Country on the Plaza	2-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/10/2018	52.20
Homeward Bound - Country on the Plaza	2-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/3/2018	53.31
Homeward Bound - Country on the Plaza	2-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/19/2018	26.65
Homeward Bound - Country on the Plaza	2-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/29/2018	26.65
2018 Reunion Beatles	7-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/12/2018	1,149.21
2018 Reunion Beatles	7-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/7/2018	1,596.19
2018 Reunion Beatles	7-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/31/2018	504.69
2018 Reunion Beatles	7-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/24/2018	309.02
2018 Reunion Beatles	7-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/17/2018	310.27
2018 Reunion Beatles	7-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/10/2018	155.14
2018 Reunion Beatles	7-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/3/2018	153.88
2018 Reunion Beatles	7-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/26/2018	232.70
2018 Reunion Beatles	7-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	4/19/2018	437.05
Zoltan and the Fortune Tellers	8-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/13/2018	44.55
Wizard of OZ	9-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/14/2018	879.43
Wizard of OZ	9-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/7/2018	98.86
Wizard of OZ	9-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/31/2018	7.06
Wizard of OZ	9-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/24/2018	56.49
Wizard of OZ	9-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	5/17/2018	162.40
Reble Without a Cause	30-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/5/2018	273.31
Reble Without a Cause	30-Jun-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/28/2018	105.41
Top Gun	7-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/12/2018	210.98
Top Gun	7-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/5/2018	42.36
Top Gun	7-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/28/2018	98.86
Top Gun	7-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/21/2018	14.12
Ferris Bueller's Day Off	13-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/18/2018	253.56
Ferris Bueller's Day Off	13-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/12/2018	14.12
Footloose	14-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/19/2018	291.60
Footloose	14-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/12/2018	105.92
Footloose	14-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/28/2018	14.12
Footloose	14-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/21/2018	14.12
Jazz Night at the RGT - Orlando Madrid & Special Guest Valeria Parada	20-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/25/2018	407.24
Jazz Night at the RGT - Orlando Madrid & Special Guest Valeria Parada	20-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/19/2018	220.67
Jazz Night at the RGT - Orlando Madrid & Special Guest Valeria Parada	20-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/12/2018	53.10
Jazz Night at the RGT - Orlando Madrid & Special Guest Valeria Parada	20-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/5/2018	53.11
Jazz Night at the RGT - Orlando Madrid & Special Guest Valeria Parada	20-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/28/2018	17.70
The Shining	26-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/31/2018	443.86
The Shining	26-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/26/2018	239.78
The Shining	26-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/19/2018	63.24
The Shining	26-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/12/2018	49.43
The Shining	26-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/5/2018	42.36
The Shining	26-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/21/2018	42.37
Moulin Rouge Shadow Cast	27-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/1/2018	345.30
Moulin Rouge Shadow Cast	27-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/26/2018	105.91
Moulin Rouge Shadow Cast	27-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/19/2018	14.13
Moulin Rouge Shadow Cast	27-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/5/2018	7.06
Moulin Rouge Shadow Cast	27-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/28/2018	14.12
Moulin Rouge Shadow Cast	27-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/21/2018	14.12
Raider of the Lost Ark	28-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/2/2018	597.39
Raider of the Lost Ark	28-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/26/2018	35.31

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Event name	Event date	Payout method	Expected sent date	Payout amount
Raider of the Lost Ark	28-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/19/2018	14.12
Raider of the Lost Ark	28-Jul-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/21/2018	21.18
Breakfast at Tiffanyâ€™s	18-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/23/2018	533.94
Breakfast at Tiffanyâ€™s	18-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/16/2018	21.18
Breakfast at Tiffanyâ€™s	18-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/9/2018	42.37
Breakfast at Tiffanyâ€™s	18-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/2/2018	49.42
Breakfast at Tiffanyâ€™s	18-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/19/2018	14.13
Breakfast at Tiffanyâ€™s	18-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	7/5/2018	14.12
Breakfast at Tiffanyâ€™s	18-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	6/14/2018	14.12
Guess Who's Coming to Dinner	25-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/30/2018	147.47
Guess Who's Coming to Dinner	25-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/16/2018	14.13
Guess Who's Coming to Dinner	25-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/9/2018	28.24
Animal house	30-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/4/2018	70.73
Animal house	30-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/30/2018	91.59
Animal house	30-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/23/2018	14.12
Animal house	30-Aug-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/16/2018	14.12
Pink Floyd's The Wall	6-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/11/2018	245.73
Pink Floyd's The Wall	6-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/6/2018	77.67
Pink Floyd's The Wall	6-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/30/2018	28.25
Pink Floyd's The Wall	6-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/23/2018	91.79
The Big Lebowski	27-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/2/2018	238.42
The Big Lebowski	27-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/27/2018	141.22
The Big Lebowski	27-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/6/2018	28.25
The Big Lebowski	27-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/30/2018	7.06
The Big Lebowski	27-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/23/2018	21.18
The Big Lebowski	27-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/16/2018	63.55
Pianist Katie Mahan	29-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/4/2018	233.38
Pianist Katie Mahan	29-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/27/2018	159.40
Pianist Katie Mahan	29-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/20/2018	124.61
Pianist Katie Mahan	29-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/6/2018	124.61
Pianist Katie Mahan	29-Sep-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	8/23/2018	35.60
GoodFellas	11-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/16/2018	180.00
GoodFellas	11-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/11/2018	77.67
GoodFellas	11-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/4/2018	14.12
GoodFellas	11-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/27/2018	28.25
GoodFellas	11-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/20/2018	14.12
GoodFellas	11-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/13/2018	14.12
Radio Silence	12-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/17/2018	755.20
Eli Cook - Blues Guitarist	13-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/18/2018	1,111.67
Eli Cook - Blues Guitarist	13-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/11/2018	466.41
Eli Cook - Blues Guitarist	13-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/4/2018	159.91
Eli Cook - Blues Guitarist	13-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/27/2018	79.40
Eli Cook - Blues Guitarist	13-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/20/2018	79.96
Giddyup Gallop	21-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/4/2018	39.98
Giddyup Gallop	21-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/27/2018	53.30
Giddyup Gallop	21-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	9/20/2018	97.76
2018 Fright Night	27-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/2/2018	632.14
2018 Fright Night	27-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/1/2018	632.14
2018 Fright Night	27-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/25/2018	146.89
2018 Fright Night	27-Oct-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/18/2018	101.24
Remember Then & Oldies But Goodies	2-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/7/2018	1,131.72
Remember Then & Oldies But Goodies	2-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/2/2018	845.49
Remember Then & Oldies But Goodies	2-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/1/2018	845.49
Remember Then & Oldies But Goodies	2-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/25/2018	645.61
Remember Then & Oldies But Goodies	2-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/18/2018	89.10
Dazed and Confused	8-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/13/2018	142.15
Dazed and Confused	8-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/8/2018	133.95
Dazed and Confused	8-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/2/2018	14.13
Dazed and Confused	8-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/1/2018	14.13

Eventbrite report of payments to Friends of Visit Las Cruces bank account
Includes CMF, Plaza, and Theatre events
Extracted from Eventbrite report by City of Las Cruces personnel

Event name	Event date	Payout method	Expected sent date	Payout amount
Dazed and Confused	8-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/25/2018	70.61
Die Hard	8-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/19/2018	1.88
Dazed and Confused	8-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/18/2018	35.30
Die Hard	8-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/11/2018	14.12
Orchestra Sublime	9-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/14/2018	209.74
Orchestra Sublime	9-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/8/2018	66.91
Orchestra Sublime	9-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/2/2018	78.85
Orchestra Sublime	9-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/1/2018	78.85
Nacho Libre	10-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/15/2018	191.01
Nacho Libre	10-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/8/2018	52.46
Nacho Libre	10-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/2/2018	13.13
Nacho Libre	10-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/1/2018	13.13
Nacho Libre	10-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/25/2018	8.75
Combat Advisor in Vietnam	17-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/23/2018	406.34
Combat Advisor in Vietnam	17-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/15/2018	52.56
Combat Advisor in Vietnam	17-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/8/2018	44.81
Combat Advisor in Vietnam	17-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/2/2018	7.51
Combat Advisor in Vietnam	17-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/1/2018	7.51
Jim Shearer and the Second Line Survivors - KRWG Benefit Concert	30-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/5/2018	1,764.74
Jim Shearer and the Second Line Survivors - KRWG Benefit Concert	30-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/29/2018	1,410.63
Jim Shearer and the Second Line Survivors - KRWG Benefit Concert	30-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/23/2018	279.29
Jim Shearer and the Second Line Survivors - KRWG Benefit Concert	30-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/15/2018	173.24
Jim Shearer and the Second Line Survivors - KRWG Benefit Concert	30-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/8/2018	226.54
Jim Shearer and the Second Line Survivors - KRWG Benefit Concert	30-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/2/2018	26.65
Jim Shearer and the Second Line Survivors - KRWG Benefit Concert	30-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/1/2018	26.65
Jim Shearer and the Second Line Survivors - KRWG Benefit Concert	30-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/25/2018	53.31
Jim Shearer and the Second Line Survivors - KRWG Benefit Concert	30-Nov-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/18/2018	17.70
National Lampoon's Christmas Vacation	1-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/6/2018	938.99
National Lampoon's Christmas Vacation	1-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/29/2018	402.33
National Lampoon's Christmas Vacation	1-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/23/2018	39.39
National Lampoon's Christmas Vacation	1-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/15/2018	100.64
National Lampoon's Christmas Vacation	1-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/8/2018	21.88
National Lampoon's Christmas Vacation	1-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/2/2018	91.90
National Lampoon's Christmas Vacation	1-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/1/2018	91.90
National Lampoon's Christmas Vacation	1-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/25/2018	52.51
National Lampoon's Christmas Vacation	1-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/18/2018	35.01
Feliz Navidad - Christmas in Song & Dance	2-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/7/2018	1,033.51
Feliz Navidad - Christmas in Song & Dance	2-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/29/2018	128.79
The Game's AFoot	14-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/19/2018	610.09
The Game's AFoot	14-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/13/2018	345.19
The Game's AFoot	14-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/6/2018	168.16
The Game's AFoot	14-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/29/2018	2.30
The Game's AFoot	14-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/23/2018	79.06
The Game's AFoot	14-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/18/2018	17.70
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/21/2018	693.91
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/20/2018	407.58
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/13/2018	168.02
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/13/2018	282.93

Eventbrite report of payments to Friends of Visit Las Cruces bank account
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Event name	Event date	Payout method	Expected sent date	Payout amount
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/6/2018	44.25
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/6/2018	256.08
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/29/2018	53.10
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/23/2018	43.96
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/23/2018	17.70
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/15/2018	8.85
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/15/2018	53.11
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/8/2018	61.95
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/2/2018	26.56
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/1/2018	26.56
The Game's AFoot	15-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/25/2018	26.55
White Christmas	22-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/27/2018	572.40
White Christmas	22-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/20/2018	42.37
White Christmas	22-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/6/2018	35.30
White Christmas	22-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/29/2018	14.13
White Christmas	22-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/15/2018	70.61
White Christmas	22-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/8/2018	169.46
White Christmas	22-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/18/2018	35.31
White Christmas	22-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/11/2018	35.30
Las Cruces Jazz Collective	29-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/3/2019	1,032.64
Las Cruces Jazz Collective	29-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/27/2018	379.99
Las Cruces Jazz Collective	29-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/20/2018	123.91
Las Cruces Jazz Collective	29-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/13/2018	44.25
Las Cruces Jazz Collective	29-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/23/2018	17.40
Las Cruces Jazz Collective	29-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/15/2018	17.71
Las Cruces Jazz Collective	29-Dec-18	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	10/25/2018	35.40
Pretty Woman	10-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/15/2019	117.75
Pretty Woman	10-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/10/2019	122.47
Pretty Woman	10-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/3/2019	13.13
The Stupidy Tour - John "The Shamp" Misquez	12-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/17/2019	91.56
The Stupidy Tour - John "The Shamp" Misquez	12-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/10/2019	42.76
2019 Classic Film Series	19-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/18/2019	193.38
2019 Classic Film Series	19-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/24/2019	137.46
Godfather Part II	19-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/24/2019	226.15
Godfather Part II	19-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/17/2019	91.79
2019 Classic Film Series	19-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/23/2018	426.00
2019 Classic Film Series	19-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/15/2018	482.41
2019 Classic Film Series	19-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/8/2018	265.20
2019 Classic Film Series	19-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/2/2018	321.61
2019 Classic Film Series	19-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/1/2018	321.61
Best of The Second City	26-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/31/2019	2,945.22
Best of The Second City	26-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/24/2019	954.71
Best of The Second City	26-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/17/2019	532.52
Best of The Second City	26-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/10/2019	445.52
Best of The Second City	26-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/3/2019	308.71
Best of The Second City	26-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/27/2018	155.93
Best of The Second City	26-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/20/2018	89.10
Best of The Second City	26-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/13/2018	89.11
Best of The Second City	26-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/29/2018	44.55
Best of The Second City	26-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/23/2018	66.83
Best of The Second City	26-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/8/2018	44.55
Black Market Trust	29-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/4/2019	1,694.76
Black Market Trust	29-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/24/2019	284.01
Black Market Trust	29-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/17/2019	248.41
Black Market Trust	29-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/10/2019	106.81
Black Market Trust	29-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/3/2019	89.01
Black Market Trust	29-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/27/2018	35.60

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Event name	Event date	Payout method	Expected sent date	Payout amount
Black Market Trust	29-Jan-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/20/2018	35.60
Billy the Kid Film	2-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/7/2019	195.21
Billy the Kid Film	2-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/31/2019	65.64
Billy the Kid Film	2-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/24/2019	43.76
Billy the Kid Film	2-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/17/2019	30.58
Billy the Kid Film	2-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/10/2019	35.01
Illusions 360 MD - Raze Illusions	8-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/13/2019	222.20
Illusions 360 MD - Raze Illusions	8-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/7/2019	253.20
Illusions 360 MD - Raze Illusions	8-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/31/2019	371.47
Illusions 360 MD - Raze Illusions	8-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/24/2019	119.93
Illusions 360 MD - Raze Illusions	8-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/17/2019	146.04
Illusions 360 MD - Raze Illusions	8-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/10/2019	133.26
Illusions 360 MD - Raze Illusions	8-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/3/2019	106.61
Illusions 360 MD - Raze Illusions	8-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/27/2018	146.58
Illusions 360 MD - Raze Illusions	8-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/20/2018	26.65
Illusions 360 MD - Raze Illusions	8-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/6/2018	430.65
Illusions 360 MD - Raze Illusions	8-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	11/29/2018	79.96
The Long Run - "Colorado's Tribute to The Eagles"	15-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/20/2019	778.90
The Long Run - "Colorado's Tribute to The Eagles"	15-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/14/2019	2,963.14
The Long Run - "Colorado's Tribute to The Eagles"	15-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/7/2019	1,671.57
The Long Run - "Colorado's Tribute to The Eagles"	15-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/31/2019	853.65
The Long Run - "Colorado's Tribute to The Eagles"	15-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/24/2019	249.21
The Long Run - "Colorado's Tribute to The Eagles"	15-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/17/2019	389.22
The Long Run - "Colorado's Tribute to The Eagles"	15-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/10/2019	178.01
The Long Run - "Colorado's Tribute to The Eagles"	15-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/3/2019	71.20
To Kill A Mockingbird	16-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/21/2019	444.57
To Kill A Mockingbird	16-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/14/2019	120.03
To Kill A Mockingbird	16-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/7/2019	35.31
To Kill A Mockingbird	16-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/31/2019	35.30
To Kill A Mockingbird	16-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/24/2019	27.94
To Kill A Mockingbird	16-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/17/2019	14.13
To Kill A Mockingbird	16-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/10/2019	14.12
To Kill A Mockingbird	16-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	12/27/2018	14.12
Tommy Boy	21-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/26/2019	36.45
Tommy Boy	21-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/21/2019	17.50
Four Shillings Short	22-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/27/2019	826.63
Four Shillings Short	22-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/21/2019	385.91
Four Shillings Short	22-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/14/2019	199.33
Four Shillings Short	22-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/7/2019	137.64
Four Shillings Short	22-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/31/2019	106.61
Four Shillings Short	22-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/24/2019	39.98
Four Shillings Short	22-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/17/2019	17.70
Four Shillings Short	22-Feb-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/10/2019	17.70
The Children's Theatre - The Hobbit	8-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2019	98.66
The Children's Theatre - The Hobbit	8-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/28/2019	35.30
The Children's Theatre - The Hobbit	9-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2019	77.67
The Children's Theatre - The Hobbit	9-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/28/2019	42.37
The Children's Theatre - The Hobbit	9-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/14/2019	14.12
The Children's Theatre-The Hobbit	15-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2019	42.37
The Children's Theatre-The Hobbit	15-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/28/2019	62.94
Chinatown	16-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2019	14.12

Eventbrite report of payments to Friends of Visit Las Cruces bank account
 Includes CMF, Plaza, and Theatre events
 Extracted from Eventbrite report by City of Las Cruces personnel

Event name	Event date	Payout method	Expected sent date	Payout amount
Sarah Shook & The Disarmers	19-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2019	79.66
Sarah Shook & The Disarmers	19-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/28/2019	17.71
Sarah Shook & The Disarmers	19-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/14/2019	35.40
Harmik as Tom Jones	20-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2019	293.06
Harmik as Tom Jones	20-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/14/2019	40.88
Mack Goldsbury CD Release Party	23-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2019	17.40
Pure Country	28-Mar-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/28/2019	35.01
Oldies But Goodies	6-Apr-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/28/2019	17.70
Vitaly - World Renowned Illusionist	7-Apr-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2019	44.55
Rocky Horror Picture Show Shadow Cast	19-Apr-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2019	8.85
Rocky Horror Picture Show Shadow Cast	19-Apr-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/28/2019	97.36
Rocky Horror Picture Show Shadow Cast	19-Apr-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/21/2019	203.57
Rear Window	20-Apr-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/28/2019	14.12
Timeless - The Ladies of Motown	24-Apr-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/28/2019	41.87
The Sound of Music	25-May-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	1/31/2019	28.24
Metalachi	14-Jun-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2019	186.56
Metalachi	14-Jun-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/28/2019	53.30
Metalachi	14-Jun-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/21/2019	79.96
Maltese Falcon	29-Jun-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	2/21/2019	28.24
Sunset Boulevard	21-Sep-19	Direct Deposit: XXXXXX1201, Friends of Visit Las Cruces	3/7/2019	7.06
			Total of Eventbrite payments to Friend's bank account	626,024.44

Filer: Eventbrite Inc
155 5th St 7th Floor
San Francisco, CA 94105
1-888-414-5119

OMB No. 1545-0045
2016
Form **1099-K**

**Payment Card and
Third Party
Network
Transactions**

FILER'S TIN: 8467
PAYEE'S TIN: XXX-XX-6793

1a Gross amount of payment card/third party network transactions \$ 0.00	
1b Card Not Present transactions (optional) \$ 15301113.00	2 Merchant category code 7399
3 Number of purchase transactions 2306	4 Federal backup withholding \$ 0.00
5a January \$ 301407.00	5b February \$ 54741.00
5c March \$ 980471.00	5d April \$ 11562159.00
5e May \$ 0.00	5f June \$ 0.00
5g July \$ 0.00	5h August \$ 0.00
5i September \$ 34859.00	5j October \$ 148891.00
5k November \$ 0.00	5l December \$ 1786106.00
6 State	7 State identification no.

**Copy B
For Payee**

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if taxable income results from this transaction and the IRS determines that it has not been reported.

Payee: Return Service Requested
Friends of Visit Las Cruces
211 N Water Street
Las Cruces, NM 38001

Check to indicate if FILER is a (PSE) <input checked="" type="checkbox"/>	Check to indicate transactions reported on: <input type="checkbox"/>
Payment settlement entity (PSE) <input checked="" type="checkbox"/>	Payment card <input type="checkbox"/>
Electronic Payment Facilitator (EPF) <input type="checkbox"/>	Third party network <input checked="" type="checkbox"/>
PSE'S name and telephone number: Eventbrite Inc 1-888-414-5119	
Account number (see instructions): 131789487	

8 State income tax withheld
\$ 0.00
9 State income tax withheld
\$ 0.00

Instructions for Payee

I have received this form because you have either: (a) accepted payment cards for payments, or (b) received payments through a third party network that exceeded \$20,000 in gross total reportable transactions and the aggregate number of those transactions exceeded 200 for the calendar year. Merchant acquirers and third party settlement organizations, as payment settlement entities (PSE), must report the proceeds of payment card and third party network transactions made to you on Form 1099-K under Internal Revenue Code section 6050W. The PSE may have contracted with an electronic payment facilitator (EPF) or other third party payer to make payments to you.

If you have questions about the amounts reported on this form, contact the FILER whose information is shown in the upper left corner of the front of this form. If you do not recognize the FILER shown in the upper left corner of the form, contact the PSE whose name and phone number are shown in the lower left corner of the form above your account number.

See the separate instructions for your income tax return for how to use the information reported on this form.

Payee's taxpayer identification number. For your protection, this form may show only the last four digits of your social security number (SSN), individual taxpayer identification number (ITIN), or adoption taxpayer identification number (ATIN). However, the issuer has reported your complete identification number to the IRS, and, where applicable, to state and/or local governments. Note: If your EIN is reported in this box, you should see the complete number in this format (XX-XXXXXXX).

Account number. May show an account number or other unique number the PSE assigned to distinguish your account.

Box 1a. Shows the aggregate gross amount of payment card/third party network transactions made to you through the PSE during the calendar year.

Box 1b. May show the aggregate gross amount of all reportable payment transactions made to you through the PSE during the calendar year where the card was not present at the time of the transaction or the card number was keyed into the terminal. Typically, this relates to online sales, phone sales, or catalogue sales. If the box for third party network is checked, or if these are third party network transactions, card not present transactions will not be reported. Reporting of this amount by the PSE is optional for 2014.

Box 2. Shows the merchant category code used for merchant card/third party network transactions (if available) reported on this form.

Box 3. Shows the number of payment transactions (not including refund transactions) processed through the payment card/third party network.

Box 4. Shows backup withholding. Generally, a payer must backup withhold if you did not furnish your taxpayer identification number (TIN) or you did not furnish the correct TIN to the payer. See Form W-9, Request for Taxpayer Identification Number and Certification, and Publication 505, Tax Withholding and Estimated Tax, for information on backup withholding. Include this amount on your income tax return as tax withheld.

Boxes 5a-5l. Shows the gross amount of payment card/third party network transactions made to you for each month of the calendar year.

Boxes 6-8. Shows state and local income tax withheld from the payments.

FRIENDS OF VISIT LAS CRUCES INC
 1100 S MAIN ST SUITE 110
 LAS CRUCES NM 86005

*****CHECKING ACCOUNTS*****

ACCOUNT TITLE: FRIENDS OF VISIT LAS CRUCES INC

Download Our Mobile App Today!
 The convenience of online banking on your smart phone
 Visit us at www.citizenlsc.com for more information

MALL BUSINESS CHKG		CHECK SAFEKEEPING	
ACCOUNT NUMBER	@XXXXXXXXX 0001	Statement Dates	4/03/17 thru 4/30/17
PREVIOUS BALANCE	156,243.81	DAYS IN THE STATEMENT PERIOD	28
33 DEPOSITS/CREDITS	84,856.63	AVERAGE LEDGER	163,584.15
9 CHECKS/DEBITS	165,052.29	AVERAGE COLLECTED	163,487.72
SERVICE CHARGE	.00		
INTEREST PAID	.00		
CURRENT BALANCE	76,068.15		

date	Description	Amount
4/03	170401P2 Square Inc 021000024239269CCD	907.70
4/04	170404P2 Square Inc 021000021321028CCD	192.85
4/04	170405P2 Square Inc 021000021131355CCD	184.77
4/06	170406P2 Square Inc 021000020176022CCD	1,157.70
4/07	EDI PYMNTS Eventbrite, INC. 091000018934853CCD RMR*IV*30178991175**293.17*293	293.17
4/07	170407P2 Square Inc 021000029259581CCD	463.87
4/07	EDI PYMNTS Eventbrite, INC. 091000018934821CCD RMR*IV*28591766744**10216.2*10	10,218.20
4/07	DEPOSIT	1,750.00
4/10	170410P2 Square Inc 021000029675913CCD	68.07
4/10	170408P2 Square Inc 021000022871933CCD	567.66
4/11	170411P2 Square Inc 021000020802157CCD	445.69

*1000⁰⁰ square MV Youth
 200⁰⁰ under Poutch
 550⁰⁰ under*

FRIENDS OF VISIT LAS CRUCES INC.
 1100 S MAIN ST SUITE 110
 LAS CRUCES NM 86005

MAIL BUSINESS CHRG @XXXXXXXXX0001 (Continued)

Deposits and Additions

Date	Description	Amount
4/12	170412P2 Square Inc 021000026130283CCD	622.61✓
4/13	170413P2 Square Inc 021000023728581CCD	1,168.13✓
4/14	170414P2 Square Inc 021000021769108CCD	163.37✓
4/14	EDI PYMNTS Eventbrite, INC. 091000012190167CCD RMR*IV*30178991175**834.99*834 .94	834.94✓
4/14	EDI PYMNTS Eventbrite, INC. 091000012190141CCD RMR*IV*28591766744**12136.86*1 2136.86	12,136.86✓
4/17	170417P2 Square Inc 021000029082891CCD	68.03✓
4/17	170415P2 Square Inc 021000021745358CCD	1,107.30✓
4/18	170418P2 Square Inc 021000022828940CCD	68.07✓
4/19	170419P2 Square Inc 021000022684746CCD	350.54✓
	170420P2 Square Inc 021000021149578CCD	229.09✓
4/20	DEPOSIT	6,850.00✓
4/21	EDI PYMNTS Eventbrite, INC. 091000018565975CCD RMR*IV*30178991175**642.82*642 .82	642.82✓
4/21	170421P2 Square Inc 021000021735785CCD	895.13✓
4/21	EDI PYMNTS Eventbrite, INC. 091000018565946CCD RMR*IV*28591766744**11082.06*1 1082.06	11,082.06✓
4/24	170424P2 Square Inc 021000026027926CCD	36.24✓
4/24	170422P2 Square Inc 021000021900698CCD	888.17
4/25	170423P2 Square Inc 021000026015990CCD	894.69
4/26	170426P2 Square Inc 021000022439777CCD	396.72

200 Bath Under
 300 Under
 500 Libran low P. in Spain
 1300 7 cash

FRIENDS OF VISIT LAS CRUCES INC.
 1100 S MAIN ST SUITE 110
 LAS CRUCES NM 88005

SMALL BUSINESS CHKG 8XXXXXX [REDACTED] 0001 (Continued)

Deposits and Additions

Date	Description	Amount
4/27	170427P2 Square Inc 021000022910704CCD	1,455.13
4/28	170428P2 Square Inc 021000028003199CCD	1,154.67
4/28	EDI PYMNTS Eventbrite, INC. 091000014435484CCD RMR*IV*30178991175**1195.86*11 35.86	1,195.86
4/28	EDI PYMNTS Eventbrite, INC. 091000014435460CCD RMR*IV*28591766744**26626.22*2 6626.22	26,626.22

Checks and Withdrawals

Date	Description	Amount
4/26	MISC DB	13,250.00-MD
4/27	MISC DB	8,000.00-MD
4/28	MISC DB	40,000.00-MD

STATEMENT CODE SUMMARY

CODE	DESCRIPTION	SERIAL	CODE	DESCRIPTION	SERIAL
DP	DEPOSIT		MD	MISC DB	

SUMMARY BY CHECK NUMBER

CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
1044	400.00	4/17	1047	399.97
1045	268.00	4/19	1048	1,320.25
1046	894.00	4/17	1049	700.00

* DENOTES MISSING CHECK NUMBERS

DAILY BALANCE INFORMATION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
4/03	157,151.51	4/12	172,846.03	4/21	204,890.45
4/04	157,344.36	4/13	174,016.22	4/24	205,592.86
4/05	157,529.13	4/14	186,257.39	4/25	206,487.55
4/06	158,686.83	4/17	186,332.49	4/26	93,636.27
4/07	171,412.07	4/18	186,000.56	4/27	87,091.40
4/10	172,047.80	4/19	185,210.98	4/28	75,068.15
4/11	172,225.42	4/20	192,270.04		

* * * END OF STATEMENT * * *

MARCI L DICKERSON D&B
DICKERSON CMT
PO BOX 151
DACK ACRSE 80 8088

SUMMARY OF YOUR ACTIVITY
ACTIVITY THROUGH 3/28/11
STATEMENT NUMBER [REDACTED]
BEGINNING BALANCE -11500.00
DEPOSIT AMOUNT + .00
WITHDRAWAL AMOUNT - 5000.00
SERVICE CHARGE .00
ENDING BALANCE - 61500.00

DEBITS 0
CREDITS 0

THANK YOU FOR BANKING WITH PIONEER
PLEASE ASK ABOUT ONLINE BANKING

BUSINESS FREE [REDACTED] 6363
ACTIVITY BEGINNING APR 03 17
APR 17 WITHDRAWAL LAS CRUCES LOAN 5000.00
BALANCE SUMMARY
\$ 111500.00
\$ 61500.00

-change

→ CASHIERS CHECKS NEEDED

Checks and Cash for Bands

Friday Night

Marshall Tucker Band

Balance Due \$12,500.00
 → \$6,250.00 - Cashiers check payable to: Marshall Tucker Band, Inc.
 \$6,250.00 - Cash

Buy out / Catering Buy out at \$25 X 10 People = \$250.00 Cash

Total cash needed \$6,500.00

Tanya Tucker

Balance Due → \$20,000.00 - Cashiers check payable to: Ttuckahoe Inc.

Buy out / Catering Buy out at \$35 X 18 People = \$630.00

Total cash needed \$630.00

Travis Tritt

Balance Due → \$25,000.00 - Cashiers check payable to: Great Day Touring, Inc.

Buy out / Catering Catering / still TBD

Saturday Night

Bri Bagwell

Balance Due → \$2,000.00 - Cashiers check payable to: Bri Bagwell Music, LLC

Eli Young Band

Balance Due → \$22,500.00 - Cashiers check payable to: Eli Young, LLC

Buy out / Catering Buy out @ \$30 x 11 People = \$330.00

Total cash needed \$330.00

Kasey Musgraves

Balance Due → \$37,500.00 - Cashiers check payable to: DandyLion, LLC

Buy out / Catering Buy out @ \$30 X 12 People = \$360.00

Total cash needed \$360.00

113,250.

Total Cash Needed \$7,820.00 ~~8000~~
 (need at least 2 \$10 dollar bills)
 (buy out cash in \$20's and \$50's)
 (MTB balance mostly \$100's, with some \$20's)

+ 40,000 For Party
 Musgraves
 — Thursch
~~50000~~
 42820
 48000

4/24/2017

Mail - bagwellcpa@hotmail.com

RE: Check List 1 - Artist Checklist

Elizabeth Vega <elizabeth.vega@las-cruces.org>

Mon 4/24/2017 10:26 AM

To: James <bagwellcpa@hotmail.com>

Take me with you! Haha...if you leave us the checkbook, that would be great just in case something comes up. We can have Bella sign.

Also, Jen wants me to give you a heads up that we will need "a significant amount of cash" for this weekend in addition to that for the bands. She's thinking ~\$40,000. We'll get more details to you as she fleshes it out; it is mostly because we are selling the artist's merchandise and have to pay them out day of.

Thanks, James.

Liz Vega

Sales & Services Coordinator/Visit Las Cruces/Economic Development Department

Direct: 575-541-2361 Cell: 575-636-3732

Proud recipient of DMAI accreditation

From: James [mailto:bagwellcpa@hotmail.com]

Sent: Monday, April 24, 2017 10:13 AM

To: Elizabeth Vega <elizabeth.vega@las-cruces.org>

Subject: Re: Check List 1 - Artist Checklist

sounds good Liz!

I will get the cashiers checks the next couple of day.

And we will be gone all of next week, so I dont know if I will need to do anything before I go. Leaving next Mon morning.

Just give all a heads up, maybe leave checkbook with you guys or something.

Hang in there...a lot of work for you guys and Miss, and we will help all we can.

Best,

JCA

HW ADDRESS*

Pueblo Plaza, Corner of Main and Avenida de Mesilla

<https://outlook.live.com/owa/?path=/mail/11/bagwell>

EXHIBIT 43

4/24/2017

Mail - bagwellcpa@hotmail.com

1100 S Main Ste 110

Las Cruces, NM 88005

James C. Bagwell CPA

(575) 524-6831 Fax (575) 524-6832

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From: Elizabeth Vega <elizabeth.vega@ias-cruces.org>

Sent: Monday, April 24, 2017 9:21 AM

To: James

Subject: Check List 1 - Artist Checklist

'ello James!!

Hope you are having a great morning. We are excited/scared/tired that it is officially CMF week. I'm attaching the Cashier's Checks and Cash list for the north stage artists for you to start working on. I'm gathering the vendors/south stage invoices right now and should have check list 2 (final list) to you by COB today.

Let me know if you have any questions. We appreciate YOU!

Liz Vega

Sales & Services Coordinator/Visit Las Cruces/Economic Development Department

Direct: 575-541-2361 Main: 575-541-2444 Cell: 575-636-3732

211 N. Water Street, Las Cruces, NM 88001

Proud recipient of DMAI accreditation



BOOKING AGREEMENT FOR: 2016 Las Cruces Country Music Festival THIS CONTRACT, entered into on this 15th of March between Las Cruces Country Music Festival and Chris Baker Band

(Client) (Performer)

Name: Chris Baker

Address: [REDACTED]

Best phone number: 575 [REDACTED] 3

Email address: [REDACTED].com

DATE(S) OF PERFORMANCE: Saturday April 30th

TIME(S) OF PERFORMANCE: 4:15 – 4:50pm; 7:10 – 7:45pm

WAGE AGREED UPON: \$850

PAYMENT MADE OUT TO: Christopher Baker (Must match W-9).

Performers are to arrive **45 minutes** before performance time and be ready to perform on time.

Performers will have **15 minutes to set up and 15 minutes to tear down** (or more if it is the last act of the day)

If alcohol is present at the event, performer(s) are prohibited from consuming alcohol **before and during scheduled performance times.**

If, due to death, sudden incapacitating illness, accident or other unforeseeable circumstances and/or acts of God, the performer(s) is unable to perform as contracted, every effort will be made by the LCCMF (if so notified and if time & circumstances permit) to provide a substitute act (subject to approval by the client) to perform in place of the cancelling act, at the same fee & terms.

If no acceptable substitute performer(s) can be found, the agency and the performer(s) agree to refund the deposit and any and all payments made by the client.

Upon such refund, this contract shall become null & void, and the client shall have no further legal recourse against the act or the agency.

If the performer(s) is late starting due to unavoidable detention (traffic, weather etc.) the client has the option to add that amount of time to the end of the function at no additional charge or to deduct a pro-rated refund from the balance due to the act at the function.

Performer(s) will receive payment in the amount indicated above in the form of a check upon completion of the performance from Jennifer Bales, Director of Sales & Services of Visit Las Cruces.

This contract constitutes a complete and binding agreement between the client and the performer(s). Friends of Visit Las Cruces acts only as agent and assumes no responsibility as between the employer and the performer(s).

If needed, it is the responsibility of the performer(s) to work out equipment needs and requirements with the sound technician, Kenny Arroyos of KW Sound and Lights
575-649-2224

 3-3-16

Performer Signature

Date

Friends of Visit Las Cruces

Date



LAS CRUCES
COUNTRY MUSIC FESTIVAL
 NEW MEXICO *True & Simple*

BOOKING AGREEMENT FOR: 2016 Las Cruces Country Music Festival THIS CONTRACT, entered into on this 15th of March between Las Cruces Country Music Festival and Border Avenue
(Client) (Performer)

- Name: Chris Nunez
- Address: [REDACTED], NM 88044
- Best phone number: (575) [REDACTED]
- Email address: [REDACTED].com
- DATE(S) OF PERFORMANCE: Friday April 29th
- TIME(S) OF PERFORMANCE: 7:20 – 7:50pm
- WAGE AGREED UPON: \$300
- PAYMENT MADE OUT TO: BORDER AVENUE (Must match W-9)

1. Performers are to arrive **45 minutes before performance** time and be ready to perform on time.
2. Performers will have **15 minutes to set up and 15 minutes to tear down** (or more if it is the last act of the day)
3. If alcohol is present at the event, performer(s) are prohibited from consuming alcohol **before and during scheduled performance times**.
4. If, due to death, sudden incapacitating illness, accident or other unforeseeable circumstances and/or acts of God, the performer(s) is unable to perform as contracted, every effort will be made by the **LCCMF** (if so notified and if time & circumstances permit) to provide a substitute act (subject to approval by the client) to perform in place of the cancelling act, at the same fee & terms.
 - a. If no acceptable substitute performer(s) can be found, the agency and the performer(s) agree to refund the deposit and any and all payments made by the client.
 - i. Upon such refund, this contract shall become null & void, and the client shall have no further legal recourse against the act or the agency.
 - b. If the performer(s) is late starting due to unavoidable detention (traffic, weather etc.) the client has the option to add that amount of time to the end of the function at no additional charge or to deduct a pro-rated refund from the balance due to the act at the function.
5. Performer(s) will receive payment in the amount indicated above in the form of a check upon completion of the performance from Jennifer Bales, Director of Sales & Services of Visit Las Cruces.
6. This contract constitutes a complete and binding agreement between the **client** and the **performer(s)**. **Friends of Visit Las Cruces** acts only as **agent** and assumes no responsibility as between the employer and the performer(s).
7. If needed, it is the responsibility of the performer(s) to work out equipment needs and requirements with the sound technician. Kenny Arroyos of KW Sound and Lights
575-649-2224


 _____ 3/9/16
 Performer Signature Date

 Friends of Visit Las Cruces Date



BOOKING AGREEMENT FOR: 2016 Las Cruces Country Music Festival THIS CONTRACT, entered into on this 15th of March between Las Cruces Country Music Festival and Vince Alten
(Client) (Performer)

- Name: Vince Alten
- Address:
- Best phone number:
- Email address: [REDACTED] .com

- DATE(S) OF PERFORMANCE: Saturday April 30th
- TIME(S) OF PERFORMANCE: 5:10 – 5:45pm
- WAGE AGREED UPON: \$300
- PAYMENT MADE OUT TO Vince Alten (Must match W-9).

1. Performers are to arrive **45 minutes before performance** time and be ready to perform on time.
2. Performers will have **15 minutes to set up and 15 minutes to tear down** (or more if it is the last act of the day)
3. If alcohol is present at the event, performer(s) are prohibited from consuming alcohol **before and during scheduled performance times.**
4. If, due to death, sudden incapacitating illness, accident or other unforeseeable circumstances and/or acts of God, the performer(s) is unable to perform as contracted, every effort will be made by the **LCCMF** (if so notified and if time & circumstances permit) to provide a substitute act (subject to approval by the client) to perform in place of the cancelling act, at the same fee & terms.
 - a. If no acceptable substitute performer(s) can be found, the agency and the performer(s) agree to refund the deposit and any and all payments made by the client.
 - i. Upon such refund, this contract shall become null & void, and the client shall have no further legal recourse against the act or the agency.
 - b. If the performer(s) is late starting due to unavoidable detention (traffic, weather etc.) the client has the option to add that amount of time to the end of the function at no additional charge or to deduct a pro-rated refund from the balance due to the act at the function.
5. Performer(s) will receive payment in the amount indicated above in the form of a check upon completion of the performance from Jennifer Bales, Director of Sales & Services of Visit Las Cruces.
6. This contract constitutes a complete and binding agreement between the **client** and the **performer(s)**. **Friends of Visit Las Cruces** acts only as **agent** and assumes no responsibility as between the employer and the performer(s).
7. If needed, it is the responsibility of the performer(s) to work out equipment needs and requirements with the sound technician. Kenny Arroyos of KW Sound and Lights
575-649-2224

[Signature] 30 March 2016
Performer Signature Date

Friends of Visit Las Cruces Date

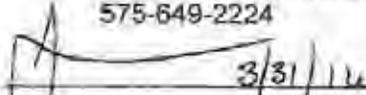


BOOKING AGREEMENT FOR: 2016 Las Cruces Country Music Festival THIS CONTRACT entered into on this 15th of March between Las Cruces Country Music Festival and Yarbrough Band
(Client) (Performer)

- Name: Dawson Yarbrough
- Address:
- Best phone number: 575- [REDACTED]
- Email address:

- DATE(S) OF PERFORMANCE: Friday April 29th
- TIME(S) OF PERFORMANCE: 5:30 – 8:05pm
- WAGE AGREED UPON: \$500
- PAYMENT MADE OUT TO Jason Yarbrough (Must match W-9)

- Performers are to arrive **45 minutes before performance time** and be ready to perform on time.
- Performers will have **15 minutes to set up and 15 minutes to tear down** (or more if it is the last act of the day)
- If alcohol is present at the event, performer(s) are prohibited from consuming alcohol **before and during scheduled performance times.**
- If, due to death, sudden incapacitating illness, accident or other unforeseeable circumstances and/or acts of God, the performer(s) is unable to perform as contracted, every effort will be made by the LCCMF (if so notified and if time & circumstances permit) to provide a substitute act (subject to approval by the client) to perform in place of the cancelling act, at the same fee & terms.
 - If no acceptable substitute performer(s) can be found, the agency and the performer(s) agree to refund the deposit and any and all payments made by the client.
 - Upon such refund, this contract shall become null & void, and the client shall have no further legal recourse against the act or the agency.
 - If the performer(s) is late starting due to unavoidable detention (traffic, weather etc.) the client has the option to add that amount of time to the end of the function at no additional charge or to deduct a pro-rated refund from the balance due to the act at the function.
- Performer(s) will receive payment in the amount indicated above in the form of a check upon completion of the performance from Jennifer Bales, Director of Sales & Services of Visit Las Cruces.
- This contract constitutes a complete and binding agreement between the client and the performer(s). Friends of Visit Las Cruces acts only as agent and assumes no responsibility as between the employer and the performer(s).
- If needed, it is the responsibility of the performer(s) to work out equipment needs and requirements with the sound technician, Kenny Arroyos of KW Sound and Lights 575-649-2224


Performer Signature Date 3/31/16

Friends of Visit Las Cruces Date



Contract #: 00000
 Issue Date: 4/26/2018
 Agent: Frank Wing

1/2A

Agreement made this date, Thursday, April 26, 2018 by and between Sawyer Brown, Inc. (hereinafter referred to as Artist) and Las Cruces Country Music Festival (hereinafter referred to as Purchaser). It is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

ARTIST: Sawyer Brown
BILLING: Direct Support - Festival
EVENT TITLE: "Heritage Night"
DATE(S): Saturday, October 20, 2018

VENUE: Las Cruces Country Music Festival
ADDRESS: 211 N. Water Street
 Las Cruces, NM
*Huddle Complex
 1600 E. Huddleby
 Las Cruces, NM
 #201*

CAPACITY: 7,500
AGES: All Ages

TICKETS: (USD)	Tier	Quantity	Comps/Kills	Ticket Price	Total
	Festival 1 Day Pass	7,500	-	\$35.00	\$262,500.00
	Festival 2 Day Pass	-	-	\$60.00	\$0.00
	Festival 2 Day VIP	-	-	\$150.00	\$0.00
	Totals	7,500	0		

Ticket Fees \$0.99/ticket, (\$7,425.00)
Ticket Taxes 2% Eventbrite Fee (\$5,001.47)
 8.3125% Sales Tax (\$19,575.87)
Ticketing Notes Less than 100 comps for festival.

Gross Potential \$262,500.00
 Net Potential \$230,497.66

*25 person Wed + Eve
 prior to performance*

1/2A

DEAL: \$35,000.00 Flat Guarantee. Plus seven (7) hotel rooms and festival catering and hospitality and backline (TBD).

ADD'L PROVISIONS: PLUS Purchaser to provide and pay for sound and lights to meet with Artist's specifications and approval.

This is an outdoor event; Artist to be paid in full rain or shine.

*✓ Festival Tech
 when needed*

WLKOUT PTNTL: \$35,000.00

ANNOUNCE DATE: To Be Determined *5/3/18* **ON SALE DATE:** To Be Determined *5/4/18*

OTHER ARTISTS: Randy Houser 100% Headline

MERCH:

SCHEDULE: Load In Per Advance Sawyer Brown 7:45 pm, 75 minutes
 Sound Check Per Advance Curfew 11:15 pm
 Doors 5:00 pm
 Randy Houser 9:30 pm

CONTRACT DUE: Friday, May 25, 2018

PAYMENTS: \$17,500.00 USD deposit payable by Wire Transfer/ACH/Cashier's Check to APA, due no later than Friday, July 20, 2018

Account #: [REDACTED] 4698 / Swift #: [REDACTED] / ABA #: 122 000 495
 Account Name: Agency for the Performing Arts, Inc
 Bank Address for Wire Transfers Only: Union Bank of California / 9460 Wilshire Blvd Beverly Hills, CA 90212
 Do not send checks to this address.

Please include Artist and performance date on the payment memo.

Balance, including any overages, to be paid by According to Artist Rider to Sawyer Brown, Inc.. (Tax ID: [REDACTED] 6094) immediately prior to performance(s).

CONTACTS: Gene Dries (Talent Buyer) PH: 615-406-8000 Email: juxtapromotion@comcast.net

Signatures on Page 2

13A

Failure to present the engagement shall not relieve the Purchaser of the obligation to pay the guarantee in full. It is expressly understood by the Purchaser(s) and the Artist who are party to this contract that neither APA, Inc. nor its officers nor its employees are parties to this contract in any capacity and that neither APA, Inc. nor its officers nor its employees are liable for the performance breach of any provisions contained herein. Should any Rider, Addendum and/or Expense sheet be annexed to this Agreement it/they shall also constitute as part of this agreement and shall be signed by all parties to this contract. This contract and its attachments may be executed and exchanged electronically or by fax. IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

BY: X Bella Alvarez
SIGNATURE OF PRESENTER

Bella Alvarez
Las Cruces Country Music Festival
243 N. Water Street
Las Cruces, NM
Phone:

1 Friends of
Visit Las Cruces
384 Main St.
Las Cruces, NM
88001
575-541-2444

BY: X [Signature]
SIGNATURE OF ARTIST REPRESENTATIVE

Gewyer Brown, Inc.

1026

FRIENDS OF VISIT LAS CRUCES INC

2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

Check Fraud
Protection by Address

95-128/1122

DATE 5/6/16

PAY TO THE ORDER OF Kenny Arroyos / KW SOUND AND LIGHTS

\$ 50874 ³⁸/₁₀₀

FIFTY-THOUSAND EIGHT-HUNDRED SEVENTY-FOUR + ³⁸/₁₀₀ DOLLARS



CITIZENS BANK
OF LAS CRUCES

PO BOX 2108 / LAS CRUCES, NEW MEXICO 88004

FOR CMF - SOUND + LIGHTS



⑈001026⑈ ⑆112201289⑆ [REDACTED] 0001⑈

EXHIBIT 46

1150

FRIENDS OF VISIT LAS CRUCES INC

2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

95-128/1122

DATE 10-17-18

TO THE
ORDER OF

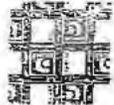
Benny Arroyos

forty eight thousand five hundred ninety four and $\frac{41}{100}$

48,594 $\frac{41}{100}$
DOLLARS



CITIZENS BANK
OF LAS CRUCES
P.O. BOX 2104 / LAS CRUCES, NEW MEXICO 88004



FOR _____

⑈001150⑈ ⑆112201289⑆ ⑈ [REDACTED] 0001⑈

City of Las Cruces Procurement Code Details

Effective April 25th of each year	Local Preference	\$75K +	\$50K+	<\$75K-\$25K	<\$50K-\$25K	<\$25K-\$10K	<\$10K	\$5K-\$10K	<\$5K	Financial/Conflict of Interest	Exempted
2013	≥\$50K shall go to local supplier	N/A	RFP, sealed bids, final approval by City Council		No fewer than 3 written quotes, final approval City Manager \$35K+, <\$35K Purchasing Manager	No fewer than 3 written quotes, final approval Purchasing Manager	N/A	Adequate and reasonable price comparison	Best obtainable price, considering time & process efficiencies		NO exemption for entertainment or media
2014	≥\$50K shall go to local supplier	N/A	RFP, sealed bids, final approval by City Council		No fewer than 3 written quotes, final approval City Manager \$35K+, <\$35K Purchasing Manager	No fewer than 3 written quotes, final approval Purchasing Manager	N/A	Adequate and reasonable price comparison	Best obtainable price, considering time & process efficiencies	≥1% owner or officer; may not directly or indirectly participate in procurement	NO exemption for entertainment or media
2015	≥\$50K shall go to local supplier	RFP, sealed bids, final approval by City Council	N/A	No fewer than 3 written quotes, final approval City Manager		No fewer than 2 written quotes, final approval Purchasing Manager	Best obtainable price, considering time & process efficiencies	N/A	N/A	≥1% owner or officer; may not directly or indirectly participate in procurement	Contracts with professional entertainers; Advertising in all media
2016	≥\$75K shall go to local supplier	RFP, sealed bids, final approval by City Council	N/A	No fewer than 3 written quotes, final approval City Manager		No fewer than 2 written quotes, final approval Purchasing Manager	Best obtainable price, considering time & process efficiencies	N/A	N/A	≥1% owner or officer; may not directly or indirectly participate in procurement	Contracts with professional entertainers; Advertising in all media
2017	≥\$75K shall go to local supplier	RFP, sealed bids, final approval by City Council	N/A	No fewer than 3 written quotes, final approval City Manager		No fewer than 2 written quotes, final approval Purchasing Manager	Best obtainable price, considering time & process efficiencies	N/A	N/A	≥1% owner or officer; may not directly or indirectly participate in procurement	Contracts with professional entertainers; Advertising in all media
2018	≥\$75K shall go to local supplier	RFP, sealed bids, final approval by City Council	N/A	No fewer than 3 written quotes, final approval City Manager		No fewer than 2 written quotes, final approval Purchasing Manager	Best obtainable price, considering time & process efficiencies	N/A	N/A	≥1% owner or officer; may not directly or indirectly participate in procurement	Contracts with professional entertainers; Advertising in all media
2019	≥\$75K shall go to local supplier	RFP, sealed bids, final approval by City Council	N/A	No fewer than 3 written quotes, final approval City Manager		No fewer than 2 written quotes, final approval Purchasing Manager	Best obtainable price, considering time & process efficiencies	N/A	N/A	≥1% owner or officer; may not directly or indirectly participate in procurement	Contracts with professional entertainers; Advertising in all media
Public Records	Records must be saved, are public records	Records must be saved, are public records	Records must be saved, are public records	Records must be saved, are public records	Records must be saved, are public records	Records must be saved, are public records	No requirement to maintain docs, or public record	Records must be saved, are public records	No requirement to maintain docs, or public record		

1036

FRIENDS OF VISIT LAS CRUCES INC

2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

NEW MEXICO Check Fraud
Prevention Act Notice

95-125/1122

DATE 9/20/12

PAY TO THE ORDER OF BLUELINE RENTAL

15154 ⁷³/₁₀₀

FIFTEEN THOUSAND ONE HUNDRED FIFTY-FOUR ⁷³/₁₀₀ DOLLARS



CITIZENS BANK
OF LAS CRUCES
NO SERVICE (LAS CRUCES, NM BRANCH) FROM



FOR _____

⑈001036⑈ ⑆12201289⑆ ⑈0001⑈

1075

FRIENDS OF VISIT LAS CRUCES INC

2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

95-128/1122

DATE 6/21/17

PAY TO THE ORDER OF SUNBELT RENTALS

14930 ³⁴/₁₀₀

FOURTEEN THOUSAND NINE HUNDRED THIRTY & ³⁴/₁₀₀ DOLLARS



CITIZENS BANK
OF LAS CRUCES
NO. 201 E. LOHMAN AVE. LAS CRUCES, NM 88001



FOR _____

[Signature]

⑈001075⑈ ⑆12201289⑆ ⑈[REDACTED]0001⑈

1149

FRIENDS OF VISIT LAS CRUCES INC

2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

DATE 10-17-18

05-128/1122

PAY TO THE ORDER OF South Coast Audio LLC

Sixteen thousand two hundred forty seven and $\frac{19}{100}$ DOLLARS 16,247.⁰⁰/₁₀₀



CITIZENS BANK
LAS CRUCES



FOR _____

⑈001149⑈ ⑆112201289⑆ [REDACTED] 0001⑈

Anne M. Layne

From: Philip San Filippo
Sent: Thursday, October 4, 2018 6:16 PM
To: Stuart Ed
Cc: David Dollahon;Annette Granado;Jen Bales;Jamila Gilbert
Subject: CMT done deal

Stuart,

I am happy to inform you that Visit Las Cruces has confirmed that CMT's Top 20 TV Show will be filming during the Las Cruces Country Music Festival. This includes pre-publicity, filming at the festival and afterwards. This is a major coup for the Country Music and all of Las Cruces.

Hats off to the entire Visit Las Cruces Team, particularly Jamila Gilbert, VLC Director of Marketing and Jennifer Bales, VLC Executive Director. This year's festival is shaping up to be an awesome event.

Phil San Filippo
Director, Economic Development
Direct: (575) 541-2166
Cell: (575) 386-6246

EXHIBIT 50

JOINT PROMOTION AGREEMENT

This Joint Promotion Agreement is made and entered into as of October 1, 2018 (the "Effective Date") by and between the LAS CRUCES CONVENTION AND VISITORS BUREAU ("Company") having a place of business at 336 S. Main St., Las Cruces, NM 88001 and CMT PRODUCTIONS, INC. ("CMT"), a VIACOM MEDIA NETWORK, a division of Viacom International, Inc., (together with CMT, collectively, "VMN"), having a place of business at 330 Commerce Street, Nashville, TN 37201 (this "Agreement"). Company and VMN shall each be referred to as a "Party" and, together, as the "Parties."

WITNESSETH:

WHEREAS, Company is engaged in the business of promoting Las Cruces, New Mexico area as a vacation destination;

WHEREAS, VMN owns and operates, among other services, a music programming service known as CMT: Country Music Television and owns and controls certain trademarks and other intellectual property related thereto; and

WHEREAS, VMN and Company wish to jointly participate in a promotion in order to promote the Parties' respective businesses and products.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

ARTICLE 1. THE PROMOTION.

Company and VMN shall jointly participate in the promotion of the 2018 Las Cruces Country Music Festival event currently scheduled to take place beginning October 19, 2018 through October 21, 2018 at Hadley Sports Complex (the "Event"), the Parties hereby agree to provide certain promotional elements and/or opportunities as further set forth in this Agreement (the "Promotion"). All capitalized terms used herein shall have the meanings provided for them as expressly defined herein.

ARTICLE 2. COMPANY OBLIGATIONS.

In connection with the Promotion, Company hereby agrees that it shall, at its sole cost and expense:

- (a) Provide VMN with access to and set-up on the Property, as defined below in Article 8;
- (b) Provide full access credentials to the Hot 20 Crew;
- (c) Inclusion of CMT logo and/or mention in all creative materials, press releases and media alerts (collectively, the "Event Materials") in connection with the Event, but only as such Event Materials are created after the date of execution of this Agreement;
- (d) Provide the following onsite promotions:
 - (i) Opportunity for CMT to execute or brand an onsite promotion;
 - (ii) Opportunity for CMT talent to emcee from the main stage;

- (e) Pay a non-refundable, non-cancellable sum equal to Ten Thousand Dollars (\$10,000.00) toward the production of the Program (as defined in Article 4) in connection with Promotion (the "Production Cost Contribution"). VMN acknowledges that the Production Cost Contribution is made to offset certain production costs incurred by VMN in connection with the Promotion and shall be payable in full upon execution of this Agreement. For the avoidance of doubt, such Production Cost Contribution shall include the travel associated with a crew of eight (8) people, which shall include on-camera talent (collectively, the "Hot 20 Crew").
- (f) In addition to the Production Cost Contribution, Company shall provide the hotel room accommodations associated with the Hot 20 Crew;
- (g) Deliver to VMN the Company Trademarks, as defined below in Article 5, for use in connection with the advertising of the Promotion in accordance with this Agreement; and
- (h) Otherwise cooperate with VMN as reasonably necessary to secure any other promotional elements that the Parties may mutually agree to in writing.

ARTICLE 3. VMN OBLIGATIONS.

In connection with the Promotion, VMN hereby agrees that it shall, at its sole cost and expense:

- (a) Provide the following online promotions:
 - (i) One (1) news story on cmt.com announcing the Event and providing a link to ticket sales;
- (b) Provide the following on-air promotions:
 - (i) One (1) on-air announcements of the Event and ticket information on CMT's Hot 20 Countdown; and
 - (ii) Produce at least five (5) hosted segments from on-location at the Event for inclusion within the CMT Hot 20 Countdown program (the "Program");
- (c) Provide the following radio promotions:
 - (i) One (1) editorial inclusion on CMT's nationally syndicated radio show CMT After Midnite with Cody Alan together with liners pushing ticket sales leading up to the Event
- (d) Provide the following social media promotions:
 - (i) One (1) Facebook post from the @CMT official Facebook page announcing the Event and ticket sales; and
 - (ii) One (1) Tweet from the @CMT official Twitter page announcing the Event and ticket sales;
- (e) Deliver to Company the VMN Trademarks, as defined below in Article 5, for use in connection with the advertising of the Promotion in accordance with this Agreement; and
- (f) Other than as described in this Agreement, VMN shall have no further responsibilities or obligations.

ARTICLE 4. TERM.

The term of this Agreement shall commence upon the Effective Date and shall remain in effect until the date on which both Parties have fulfilled their obligations under this Agreement (the “Term”) unless terminated earlier pursuant to Article 12.

ARTICLE 5. GRANT.

(a) VMN hereby grants, and Company hereby accepts, the non-exclusive, royalty-free license to use the “CMT” name, trademark and logo (the “VMN Trademarks”) solely in connection with the administration, advertising and promotion of the Promotion during the Term in accordance with this Agreement. VMN shall have prior approval of all materials including or referencing the VMN Trademarks.

(b) Company hereby grants and VMN hereby accepts, the non-exclusive, royalty-free license to use the “Las Cruces Convention and Visitors Bureau” name, trademark and logo (the “Company Trademarks”), solely in connection with the administration, advertising and promotion of the Promotion during the Term in accordance with this Agreement.

(c) No Party shall use the other Party’s name, trademark and/or logo in any materials without the prior written approval of the other Party, email shall suffice from each Party’s respective representative.

ARTICLE 6. PROTECTION OF INTELLECTUAL PROPERTY.

VMN acknowledges that its use of the Company Trademarks will not affect Company's continued and separate copyright ownership of the Company Trademarks and VMN represents and warrants that it shall take necessary and appropriate steps to protect Company’s copyright and trademarks.

ARTICLE 7. RESTRICTIONS OF USE/OWNERSHIP.

(a) Company agrees with respect to the VMN Trademarks and VMN agrees with respect to the Company Trademarks that (a) it shall use the same solely in connection with the Promotion and in accordance with all of the terms and conditions set forth herein; (b) it shall exhibit and display the same in the exact form provided by VMN (with respect to the VMN Trademarks) or Company (with respect to the Company Trademarks), as applicable; (c) it shall not make or permit, within its reasonable control, the making of any copies of the same in whole or in part except as reasonably required for the purposes herein specified; (d) it shall not have the right to authorize others to use the same except as expressly provided for herein; (e) its use of same shall include all standard proprietary notices prescribed by VMN (with respect to the VMN Trademarks) or Company (with respect to the Company Trademarks), as applicable; (f) its use of the same shall conform to quality standards which are consistent with the high level of past practices for the use thereof; and (g) all use of any materials incorporating the same shall be subject to the prior approval of VMN (with respect to the VMN Trademarks) or Company (with respect to the Company Trademarks), as applicable. All right, title and interest in and to the VMN Trademarks and the Company Trademarks, including, without limitation, in each case, all associated goodwill, or in any copyright or other proprietary right now existing or hereinafter created pursuant to this Agreement, shall remain vested in VMN and Company, respectively, subject only to the rights of use granted in this Agreement.

(b) VMN hereby grants to Company a non-exclusive, worldwide license on a gratis basis to use segments approved by VMN from the Program solely for Company’s use in connection with Company’s promotion of the Event (“Promo Clip(s)”). Company shall be responsible for the appropriate Clearances (as defined in sub-paragraph (c) below) for all its uses and dependent upon the content of the Promo Clip(s), all such uses may be subject to the terms outlined in Exhibit A, attached hereto and incorporated herein by this reference.

(c) Clearances: Subject to paragraphs (a) and (b) above, Company shall be solely responsible for obtaining, and will obtain, all necessary permissions and clearances in connection with its exploitation of the Promo Clip(s), including without limitation, permissions from performers, record companies, music publishers, unions, etc. and will pay all costs and expenses related thereto in connection with Company's exploitation thereof. For the avoidance of doubt, VMN represents and warrants that it has obtained all necessary consents and permissions from its employees and contractors performing services or appearing in connection with the Program.

ARTICLE 8. LOCATION, RECORDING, AND USE RIGHTS.

(a) VMN has requested of Company and Company has agreed to grant VMN access to the Event located at Hadley Sports Complex located at 1800 E. Hadley Ave., Las Cruces, NM 88001 (the "Property") beginning on or about October 19, 2018 and continuing through on or about October 21, 2018 (the "Production Dates"). Company hereby grants to VMN and its employees, contractors, agents, licensees and assignees the right: (i) to enter, remain on and occupy the Property during the Term with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Program and undertaking related activities; (ii) to make audio and video recordings (including without limitation photographs) on and of the Property; and (iii) irrevocably, to edit, broadcast and/or transmit such recordings in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as VMN may desire, whether or not in connection with the Program. All rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by VMN. The rights herein granted include, without limitation, the right to record all structures and signs located on the Property, the right to record any and all activities, conduct, and conditions occurring or existing on the Property (collectively, the "Recordings"), and the right to refer to the Property by its correct name or any fictitious name. VMN shall use reasonable care to prevent damage to the Property and shall indemnify and hold harmless Company and all other parties lawfully in possession of the Property for any claims, demands, and causes of action of any person based upon personal injuries or property damage suffered by such person resulting directly from any act or omission on VMN's part in connection with VMN's use of the Property.

(b) Company shall provide VMN with set-up on the Property, to be mutually agreed upon by the Parties, which shall include, but is not limited to, a home base for the CMT Hot 20 Countdown crew which is easily accessible by artists, where concert noise is manageable, and within a setting that paints the best picture of the festival. VMN acknowledges that, in regard to the Recordings, VMN is expected to provide cameras, audio equipment, talent, and crew.

(c) Company represents and warrants that Company is the owner and/or authorized representative of the Property and that Company has the authority to grant VMN the permission and rights herein granted, and that no one else's permission is required. Company releases VMN and all VMN affiliates and other related entities of VMN, all licensees, successors, assigns of VMN, all distributors, exhibitors, stations, sponsors and advertising agencies of the Program or other program incorporating any audio and video recordings taken on or of the Property, and all of the officers, directors, agents, employees and shareholders of each of the foregoing from any and all claims, demands and costs arising from or related to any of the use of the recordings made on the Property as contemplated herein. In the event of any action or claim arising out of or related to this Agreement, the use of the Property or the use or exploitation of the recordings made on or of the Property, Company shall be limited to an action for money damages and Company specifically acknowledges that Company shall not be entitled to equitable or injunctive relief, all of which Company knowingly waives. In no event shall Company be permitted to prevent or inhibit the exhibition, distribution, broadcast or other use or exploitation of any audio or video recordings made on or of the Property. VMN may transfer and assign this

agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This release shall be binding on all of Company's successors-in-interest and heirs.

ARTICLE 9. LOCATION AND ACCESS INDEMNIFICATION.

(a) VMN agrees to indemnify, defend, release and hold harmless Company, Company's parent, subsidiary and affiliated companies, as well as their respective directors, officers, employees, and agents (collectively, the "Company Released Parties") from and against any and all claims, damages, liability, costs, and expenses, arising out of any breach by VMN of VMN's covenants, warranties or representations made hereunder, or caused by or resulting from any alleged negligent or intentionally tortious or malicious acts, errors or omissions by VMN, VMN's employees, officers, directors, agents, licensees, or invitees in connection with VMN's presence on or use of the Property or VMN's activities hereunder, or arising out of the use, exhibition or other exploitation of the Recordings hereunder or the Program.

(b) Company agrees to indemnify, defend, release, and hold harmless VMN, their parent, subsidiary and affiliated companies, as well as their respective directors, officers, employees, and agents (collectively, the "VMN Released Parties") from and against any and all claims, damages, liability, costs, and expenses, arising out of any breach by Company of Company's covenants, warranties or representations made hereunder, or caused by or resulting from any alleged negligent or intentionally tortious or malicious acts, errors or omissions by Company, Company's employees, officers, directors, agents, licensees, or invitees in connection with VMN's presence on or use of the Property or VMN's activities hereunder to the extent that VMN's indemnities do not apply.

ARTICLE 10. REPRESENTATIONS AND WARRANTIES.

(a) Each Party represents and warrants that (i) it possesses the full right, power and authority to enter into and fully perform this Agreement and grant the rights granted herein; (ii) it has obtained and will comply with, and make any necessary payments due in connection with, all required authorizations, approvals, licenses or permits from all third parties, government authorities or otherwise in order for it to enter into and perform its obligations under this Agreement; (iii) it is free of any contractual obligation that would prevent it from entering into or performing its obligations under this Agreement; (iv) the execution, delivery and performance of this Agreement by said Party has been duly authorized by all necessary corporate action; (v) it will not act in a manner or enter into any oral or written agreements inconsistent with this Agreement; (vi) it is in compliance with, and shall comply with, all applicable laws, rules and regulations including, without limitation, the CAN-SPAM Act, Children's Online Privacy Protection Act and all privacy policies; and (vii) it holds all right, title and interest in its respective Trademarks and that neither the respective Trademarks, nor the other Party(s)' use thereof as contemplated by this Agreement will infringe upon any copyrights, trademark or other intellectual property or proprietary rights of any person or entity, nor shall the other Party(s) be required to pay or incur any sums to any person or entity as a result of its/their use of the respective Trademarks in accordance with the terms of this Agreement.

(b) With respect to the VMN's broadcast of the Program or any other authorized use hereunder, VMN represents and warrants that it shall be solely responsible for obtaining all necessary permissions and clearances in connection with any such use, including without limitation, all necessary licenses for the use of musical compositions used in the Program, all necessary permissions from artists featured in the Program and will pay all costs and expenses related thereto.

ARTICLE 11. INFRINGEMENTS. Any Party shall promptly notify the other Party(s) of any known apparently unauthorized use or infringement by third parties of any VMN Trademarks, Company Trademarks and will cooperate fully in any action at law or in equity undertaken by the Party with respect to such unauthorized use or infringement. No Party shall institute any suit or take any action in connection with any such apparently unauthorized use or infringement without first obtaining the prior consent of other Party(s) to do so,

Hot 20 - Las Cruces Country Music Festival - JPA 10.03.18 v2 clean.docx

SUBJECT TO CONCURRENT VMN/CMT REVIEW

and the other Party(s) shall have the sole right and discretion to determine whether or not any action shall be taken on account of any such unauthorized uses or infringements.

ARTICLE 12. TERMINATION.

Subject to federal and state laws, VMN shall have the right in its absolute discretion to terminate this Agreement immediately upon written notice to Company if any of the following shall occur:

(a) the filing by or against, unless dismissed within sixty (60) days of filing, Company of a petition in bankruptcy; the making by Company of a general assignment for benefit of creditors; the appointment of a receiver or trustee of Company assets; the application by Company under any insolvency law; the liquidation, in whole or in part, of Company business; or the equivalent of any of the proceedings or acts referred to above, though known or designated by some other name;

(b) Company materially breaches any provision of this Agreement or fails to perform any of its material obligations hereunder or breaches any representation or warranty made by it hereunder and does not cure such failure or breach within fifteen (15) days after notice thereof or

(c) Company is in default under any other agreement between Company, its parent and/or affiliated companies and VMN, its parent or affiliate companies.

VMN's rights as set forth in this Article shall not be deemed to waive or limit any other right or remedy it may have at law or in equity (including, without limitation, injunctive relief) with respect to any termination event.

ARTICLE 13. EFFECT OF EXPIRATION/TERMINATION.

Upon the expiration or termination of this Agreement for any reason, each Party shall (a) immediately discontinue all use of the other Party's trademarks and (b) within thirty (30) days of expiration or termination, at the other Party's option, either return all existing inventory of products and any other materials incorporating the other Party's trademarks to the other Party or destroy all existing inventory of products and any other materials incorporating the other Party's trademarks (in any and all media and formats, including, without limitation, paper, electronic and disk form) and deliver to the other Party an affidavit of destruction with respect thereto.

ARTICLE 14. INDEMNITY.

(a) Company will at all times indemnify and hold harmless VMN, its officers, directors, agents, attorneys and employees from and against any and all claims, damages, liabilities, costs and expenses including, without limitation, reasonable outside counsel fees, arising out of or relating to (i) any actual or alleged breach by Company of any representation, warranty or undertaking made herein; (ii) Company's participation in the Promotion; (iii) theft or loss of or damage to any Company product distributed as part of this Promotion; (iv) Company's gross negligence or willful misconduct in its connection with the Promotion; or (v) VMN's use and display of the Company Trademarks in accordance with this Agreement; provided, however, that VMN shall give prompt notice, cooperation and assistance to Company relative to any such claim or suit; and provided, further, that no settlement of any such claim or suit shall be made by Company without the prior consent of VMN which shall not be unreasonably withheld or delayed.

(b) VMN will at all times indemnify and hold harmless Company, its officers, directors, agents, attorneys and employees from and against any and all claims, damages, liabilities, costs and expenses, including, without limitation, reasonable outside counsel fees, arising out of or relating to (i) any actual or alleged breach by VMN of any representation, warranty or undertaking made herein; (ii) VMN's participation in the Promotion; (iii) VMN's gross negligence or willful misconduct in connection with the Promotion; or (iv) Company's use and

display of the VMN Trademarks in accordance with this Agreement; provided, however, that Company shall give prompt notice, cooperation and assistance to VMN relative to any such claim or suit, and provided, further, that no settlement of any such claim or suit shall be made by VMN without the prior written consent of Company, which shall not be unreasonably withheld or delayed.

ARTICLE 15. CONFIDENTIALITY.

(a) In connection with this Agreement, each of Party may be exposed to and will be furnished with certain proprietary or non-public information, material or data relating to the other's businesses or plans for certain productions and services, including, without limitation, the terms of this Agreement, which are confidential and not otherwise available or known to the public (the "Confidential Information"). Each Party shall keep confidential and not reveal or disclose any of Confidential Information or any agreement the Parties enter into pursuant to this Agreement, during the Term or thereafter to any third party except that VMN may disclose such Confidential Information to their parent company and affiliates on a confidential basis. Each Party may disclose Confidential Information or any agreement the Parties enter into and pursuant to this Agreement to its third-party counsel, advisors and accountants so long as such third-party counsel, advisors and accountants are bound by an obligation of confidentiality no less protective than the terms of this Article. The Parties shall not disclose or make known to any third party, directly or indirectly, the financial interest of the other in this Agreement.

(b) The Parties acknowledge and agree that any disclosure of such Confidential Information by any Party or any party in violation of this Agreement ("Disclosing Party") shall constitute a material breach of this Agreement and shall cause the other Parties irreparable injury. The Parties further agree that in the event of any disclosure by the Disclosing Party in violation of this Agreement, the Disclosing Party shall be respectively liable to the other Parties and the Disclosing Party agrees that the other Parties shall have the right to utilize all available remedies under the law, including both financial and injunctive relief, to seek retribution for any breach of this confidentiality provision by any one of the Parties, or any other party. The Disclosing Party expressly agrees that the other Parties shall be entitled to any and all relief available to the other Parties as reasonable compensation for the significant harm which will be incurred by the other Parties as a result of any such disclosure and/or breach of this Agreement by the Disclosing Party and/or any party. In addition, if requested by either Party, the other will assist that Party in securing a confidentiality waiver from each party.

(c) Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Party receiving such information or any other person who directly or indirectly receives such information from such Party, or (ii) is or becomes available to the Party receiving such information on a non-confidential basis from a source which is entitled to disclose it to such Party, or (iii) was known to the receiving party prior to disclosure to it by the disclosing Party, or (iv) is verifiably developed by the receiving Party without the benefit of the Confidential Information provided by the disclosing Party. If a Party is served with any form of process to disclose, or otherwise is required pursuant to court order or applicable law, rule or regulation to disclose, any Confidential Information of the other Party (the "Court Ordered Party"), such Party shall immediately notify the Court Ordered Party who shall, in addition to the efforts of the Party served, if any, have the right to seek to quash such process.

(d) No Party shall issue any press release or otherwise make any public announcement or disclosure with respect to the Agreement, any of the activities contemplated hereby, or concerning the relationship between the Parties or use the name, trademarks and service marks of the other Party without the prior written consent of the other Party, email shall suffice from each Party's respective representative, such consent not to be unreasonably withheld.

ARTICLE 16. INSURANCE.

(a) Company and VMN shall secure, maintain and pay the premiums for the following insurance coverage:

- (i) Statutory Workers' Compensation or legal self-insurance and Employer's Liability Insurance with a limit of liability on the latter of not less than One Million Dollars (\$1,000,000.00);
- (ii) Comprehensive General Liability Insurance, including Business Automobile Liability (including coverage for owned, non-owned, and hired vehicles), providing coverage for bodily injury, personal injury and property damage for the mutual interest of VMN and Company as respects all of the activities and representations hereunder. The Comprehensive General Liability Policy shall contain coverage for personal injury, Blanket Contractual Liability, and third party property damage, and shall contain a severability of interest clause. Each Party shall maintain primary limits of liability and/or Excess Umbrella Liability coverage with not less than a Three Million Dollar (\$3,000,000.00) combined single limit.
- (iii) Media Liability/E&O coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate.

(b) Prior to the Production Dates, each Company and VMN shall cause the other's liability insurance carrier(s) to add the respective Company Released Parties or VMN Released Parties (as the case may be) as additional insureds hereunder and to issue a policy endorsement providing that each party's coverage is primary and not contributing insurance with any similar insurance the other party maintains.

(c) VMN and Company hereby individually waive any right of subrogation or claim against the Company Released Parties and the VMN Released Parties so long as such waiver or subrogation is not prohibited and does not violate any terms or condition of any such policy.

(d) Company and VMN agree to deliver to the other Party upon execution of this Agreement, original certificates of insurance evidencing the insurance coverage herein specified. Each such certificate shall be signed by an authorized agent of the insurance company and shall provide that thirty (30) days' notice of cancellation shall be given to the respective party prior to cancellation or non-renewal.

ARTICLE 17. FORCE MAJEURE.

No Party will be liable for any failure to perform, or delay in the performance of, any of its obligations hereunder (nor will the same constitute an event of default) to the extent the failure or delay is caused, directly or indirectly, by events beyond its reasonable control, such as acts of God, acts of the public enemy, acts of any governmental body in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes (except strikes or labor disputes that are not industry wide but are brought against VMN or Company solely), shipping embargoes, and/or unusually severe weather. Lack of funds by a Party will not excuse its timely performance of its obligations hereunder. In the event of an occurrence described in the first sentence of this Article, the non-performing Party affected will promptly notify the other Party and will make best efforts to resume performance and, if any such excusable failures or delays last in the aggregate for a period of sixty (60) days or more, the other Party shall have the right to terminate this Agreement immediately upon notice to the other Party.

ARTICLE 18. NOTICES.

All notices, requests, approvals, consents and other communications required or permitted under this Agreement shall be in writing and shall be personally delivered or sent by certified mail (return receipt requested

and postage prepaid) or overnight courier delivery service with the capacity to verify receipt of delivery to the address specified below.

If to VMN:

CMT Productions, Inc.
Attention: Cynthia Mangrum, VP, Business and Legal Affairs, Contract Management
330 Commerce Street
Nashville, TN 37201
Telephone: (615) 335-8310
Telecopy: (615) 335-8637

If to Company:

Las Cruces Convention and Visitors Bureau
Attention: Jamila Gilbert
Address: 336 Main Street
Las Cruces, NM 88001
Telephone: (575) 528-3786
Email: jjgilbert@las-cruces.org

Receipt of such notice, request, approval, consent or other communication shall be deemed conclusively made (a) if personally delivered, at the time of delivery or (b) if mailed by certified mail (return receipt requested), within five days of deposit in the mail or (c) if by overnight courier service, upon receipt thereof. In any event, action or proceeding, service of process upon a Party may be accomplished by sending such process in the manner specified herein for the giving of notice to such Party. A Party may change its address for notification purposes by giving the other Party notice of the new address and the date upon which it will become effective.

ARTICLE 19. CHOICE OF LAW AND SUBMISSION TO JURISDICTION.

THIS AGREEMENT AND ALL QUESTIONS ARISING UNDER THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS AND DECISIONS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS ENTERED INTO AND FULLY TO BE PERFORMED THEREIN, WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW; THE PARTIES IRREVOCABLY CONSENT AND AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION OVER NEW YORK COUNTY, NEW YORK, WITH RESPECT TO ANY ACTION THAT ANY PARTY DESIRES TO COMMENCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY BREACH OR ALLEGED BREACH OF ANY PROVISION OF THIS AGREEMENT, IRREVOCABLY CONSENT TO PERSONAL JURISDICTION BY SUCH COURTS, AND IRREVOCABLY WAIVE ANY OBJECTION AS TO IMPROPER VENUE OR THAT ANY STATE OR FEDERAL COURT OF NEW YORK IS AN INCONVENIENT FORUM. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE 20. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the Parties. The Parties agree that transmission to the other Party of this Agreement with its facsimile signatures shall suffice to bind the Party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the

foregoing, each Party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other Party as soon as practicable thereafter.

ARTICLE 21. RELATIONSHIP.

(a) CMT shall be Company's exclusive cable network partner for the Promotion of the Event and shall hold the title of "Sponsor" of the Event. Any other potential media sponsors, excluding radio sponsors, require the prior written approval of CMT.

(b) The performance by Company of its respective duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship between Company and VMN, nor shall this Agreement be deemed to constitute a joint venture or partnership between the Parties.

ARTICLE 22. SEVERABILITY.

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

ARTICLE 23. WAIVER.

No delay or omission by a Party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by a Party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the Party waiving its rights.

ARTICLE 24. ENTIRE AGREEMENT.

This Agreement, and any exhibits attached hereto, is the entire agreement between the Parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the Parties relative to such subject matter.

ARTICLE 25. AMENDMENTS.

No amendment to, or change, waiver or discharge of, any provision of this Agreement shall be valid unless made in writing and signed by an authorized representative of the Party against which such amendment, change, waiver or discharge is sought to be enforced.

ARTICLE 26. SURVIVAL.

The terms of Article 10 (last sentence), Article 12, Article 13, Article 16, Article 17, Article 18, Article 21, Article 22, Articles 24-28, this Article and Articles 32-34 shall survive the expiration or termination of this Agreement for any reason.

ARTICLE 27. ASSIGNMENT.

VMN shall be entitled to assign all or a portion of the rights and licenses granted herein and shall be entitled to assign this agreement in its entirety to any person, firm or corporation acquiring ownership of or production rights to the Program without further payment to Company. This Agreement is binding upon and shall inure to the benefit of the respective licensees, successors, and assigns of the Parties hereto.

ARTICLE 28. CONSENTS, APPROVALS AND REQUESTS.

Except as specifically set forth in this Agreement, all consents, requests and approvals to be given by a Party under this Agreement shall be (a) in writing and (b) not unreasonably withheld or delayed. Each Party shall make only reasonable requests under this Agreement.

ARTICLE 29. COVENANT OF FURTHER ASSURANCES.

Each of the Parties covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts which are or may become necessary to effectuate the purposes of this Agreement.

ARTICLE 30. REMEDIES.

To the extent permitted by applicable law, the rights and remedies of the Parties provided under this Agreement are cumulative and in addition to any other rights and remedies of the Parties at law or equity.

ARTICLE 31. CONSTRUCTION.

The Parties to this Agreement acknowledge that each Party and its counsel have reviewed and contributed to the contents of this Agreement, and the Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

CMT PRODUCTIONS, INC.

LAS CRUCES CONVENTION AND VISITORS BUREAU

By: _____

By: Belia Alvarez

Name: _____

Name: Belia Alvarez

Title: _____

Title: President of Friends of VLC

EXHIBIT A

TRANSFER OF RIGHTS/ASSUMPTION AGREEMENT

By joint promotion agreement dated as of October 1, 2018 (the "JPA"), CMT Productions Inc. ("CMT") and LAS CRUCES CONVENTION AND VISITORS BUREAU (the "LCCVB") have agreed upon material business terms and conditions regarding certain performers (collectively referred to herein as the "Artist(s)") inclusion in the television broadcast of musical performances to be taped by CMT at the 2018 Las Cruces Country Music Festival event currently scheduled to take place beginning October 19, 2018 through October 21, 2018 at Hadley Sports Complex (the "Event"). In conjunction with the Event, CMT has agreed that LCCVB may exhibit certain of its television rights in the program titled "CMT Hot 20 Countdown" (the "Program"), which is produced by CMT under a collective bargaining agreement (the "AFM Agreement") by and between CMT and the American Federation of Musicians of the United States and Canada (the "AFM" or the "Federation"). By terms of the AFM Agreement, CMT shall not be responsible to the Federation or to musicians for any payments thereafter due with respect to replays, reruns, supplemental markets use, domestic commercial broadcast television use or foreign use or for a breach or violation of the AFM Agreement with respect to LCCVB's, or LCCVB's transferee's (including a distributor's), use or exploitation of the Master(s) (as hereinafter defined), pursuant to the following:

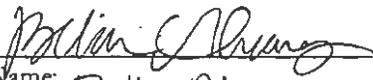
LCCVB and CMT hereby acknowledge that the recorded Program produced by CMT and titled "CMT Hot 20 Countdown", and Artist's performance of " _____ " (collectively, the "Master(s)") is being produced pursuant to the AFM Agreement as acknowledged in the JPA and this Transfer of Rights/Assumption Agreement (the "Assumption Agreement"). As between CMT and LCCVB, LCCVB, as transferee for the benefit of the Federation representing the performers affected thereby, shall make the additional compensation payments subsequently incurred by LCCVB's use or exploitation of the Master(s), if any, as required by and under said AFM Agreement for replays, reruns, supplemental markets use, domestic broadcast television or foreign use of the Master(s); all social security withholding, unemployment insurance and disability insurance payments and any other payments required of employers by law with respect to such additional compensation; and all also make all appropriate contributions to the Federation Pension, Health and Welfare Funds required under the provisions of said AFM Agreement with respect to such additional compensation; and maintain records of the exhibition of such Master(s) and to file appropriate reports with respect thereto.

Any dispute between LCCVB, as transferee, and the Federation, or between the transferee and any performer whose services are covered by this Assumption Agreement, involving the performance or interpretation of this Assumption Agreement, shall be submitted to arbitration in accordance with Article 23 of the AFM Agreement.

Agreed and accepted as of _____, 2018.

ACCEPTED AND AGREED TO:
LAS CRUCES CONVENTION AND
VISITORS BUREAU

CMT PRODUCTIONS, INC.

By: 
Print Name: Belia Alvarez
Title: President of Friends of VLC

By: _____
Print Name:
Title:

Anne M. Layne

From: Jamila Gilbert
Sent: Friday, October 5, 2018 11:54 AM
To: Ziglari, Elaheh
Cc: Jen Bales; Gene Dries; Mangrum, Cynthia; Brown, Quinn
Subject: RE: CMT & Las Cruces
Attachments: Hot20 JPA VLC Executed.pdf

Ms. Ziglari,
Please find attached our signed contract. We are mailing the physical copy now.

I received confirmation from Quinn that our graphics and our press release were good for distribution, so we will begin that as of today.

We are thrilled to work with CMT and have the team out to the Land of Enchantment!

Thanks,
Jamila Gilbert
Director of Marketing & Communications / Visit Las Cruces / Economic Development Department
Direct: 575-528-3786 Main: 575-541-2444, jjgilbert@las-cruces.org



From: Jamila Gilbert
Sent: Wednesday, October 3, 2018 4:33 PM
To: 'Ziglari, Elaheh' <Elaheh.Ziglari@viacom.com>
Cc: Jen Bales <jbales@las-cruces.org>; Gene Dries <juxtapromotion@comcast.net>; Mangrum, Cynthia <cynthia.mangrum@cmt.com>; Brown, Quinn <Quinn.Brown@cmt.com>
Subject: RE: CMT & Las Cruces

Thank you, Ms. Ziglari.
We are reviewing those changes and will get back with you tomorrow.

Thanks,
Jamila Gilbert
Director of Marketing & Communications / Visit Las Cruces / Economic Development Department
Direct: 575-528-3786 Main: 575-541-2444, jjgilbert@las-cruces.org



From: Ziglari, Elaheh <Elaheh.Ziglari@viacom.com>
Sent: Wednesday, October 3, 2018 1:50 PM
To: Jamila Gilbert <jjgilbert@las-cruces.org>
Cc: Jen Bales <jbales@las-cruces.org>; Gene Dries <juxtapromotion@comcast.net>; Mangrum, Cynthia

<cynthia.mangrum@cmt.com>; Brown, Quinn <Quinn.Brown@cmt.com>

Subject: RE: CMT & Las Cruces

Jamila ~ Attached please find both redline and clean versions of the agmt for your review. Please let us know if you have any questions. Thank you!

ELAHEH ZIGLARI
SENIOR COORDINATOR | BUSINESS & LEGAL AFFAIRS | CONTRACT MANAGEMENT

C M T | P 615.335.8309 | 330 COMMERCE ST | NASHVILLE, TN 37201

From: Jamila Gilbert [mailto:jgilbert@las-cruces.org]
Sent: Tuesday, October 02, 2018 4:06 PM
To: Mangrum, Cynthia; Brown, Quinn
Cc: Ziglari, Elaheh; Jen Bales; Gene Dries
Subject: RE: CMT & Las Cruces

Okay, good deal. We'll be on the lookout. Thank you, Cynthia!

Thanks,

Jamila Gilbert

Director of Marketing & Communications / Visit Las Cruces / Economic Development Department
Direct: 575-528-3786 Main: 575-541-2444, jgilbert@las-cruces.org



From: Mangrum, Cynthia <cynthia.mangrum@cmt.com>
Sent: Tuesday, October 2, 2018 3:02 PM
To: Jamila Gilbert <jgilbert@las-cruces.org>; Brown, Quinn <Quinn.Brown@cmt.com>
Cc: Ziglari, Elaheh <Elaheh.Ziglari@viacom.com>; Jen Bales <jbales@las-cruces.org>
Subject: RE: CMT & Las Cruces

We will clean up Article 2(e) to accurately reflect the festival's responsibility. Apologies for that oversight. We will also add to our obligations the liners as referenced in the deck. As it relates to the approvals for either content, press releases, etc., we will insert lang acknowledging that email is a sufficient form of approval. Article 8(a) is actually about you granting us permission to be on site to shoot what we're shooting. As it relates to the artist permissions, we will add lang to the reps/warranties section clarifying that those permissions will be ours to bear.

As it relates to the sizzle reel, I will have to contemplate how we can make that happen; the challenge is that we will not have permissions allowing the festival to use the footage in that manner. Please stay tuned for the v2 redline for our recommended language.

Cynthia.

CYNTHIA MANGRUM
VICE PRESIDENT | BUSINESS & LEGAL AFFAIRS | CONTRACT MANAGEMENT

C M T | P 615.335.8310 | F 615.335.8638 | C 615.306.2340 | 330 COMMERCE ST | NASHVILLE, TN 37201

From: Jamila Gilbert <jgilbert@las-cruces.org>

Sent: Tuesday, October 2, 2018 3:34 PM

To: Brown, Quinn <Quinn.Brown@cmt.com>

Cc: Mangrum, Cynthia <cynthia.mangrum@cmt.com>; Ziglari, Elaheh <Elaheh.Ziglari@viacom.com>; Jen Bales <jbales@las-cruces.org>

Subject: Re: CMT & Las Cruces

VLC is the party referenced as "the Company" throughout the contract, so I want to make sure that the wording doesn't read as if we are also providing air fare and ground transportation in this section.

Thanks,
Jamila

On Oct 2, 2018, at 2:08 PM, Brown, Quinn <Quinn.Brown@cmt.com> wrote:

That's right. We will handle all transpo.

Sent from my iPhone

On Oct 2, 2018, at 3:05 PM, Jamila Gilbert <jgilbert@las-cruces.org> wrote:

Yes, that's correct. In Article 2 (e), we're also seeing the wording "*Such Hot 20 Crew travel arrangements shall be directly managed by Company and includes air fare and ground transportation to/from the airport/hotel for the Hot 20 Crew*", and we will not be providing any travel arrangements, only lodging.

Thanks,

Jamila Gilbert

Director of Marketing & Communications / Visit Las Cruces / Economic Development Department

Direct: 575-528-3786 Main: 575-541-2444, jgilbert@las-cruces.org

<image001.jpg> <image002.jpg>

From: Mangrum, Cynthia <cynthia.mangrum@cmt.com>

Sent: Tuesday, October 2, 2018 1:52 PM

To: Brown, Quinn <Quinn.Brown@cmt.com>; Jamila Gilbert <jgilbert@las-cruces.org>; Ziglari, Elaheh <Elaheh.Ziglari@viacom.com>

Cc: Jen Bales <jbales@las-cruces.org>

Subject: RE: CMT & Las Cruces

Jamila ~ before we respond to each of the below questions, please confirm the first point as it relates to the festival covering lodging plus the \$10K production costs.

Cynthia.

CYNTHIA MANGRUM
VICE PRESIDENT | BUSINESS & LEGAL AFFAIRS | CONTRACT MANAGEMENT

C M T | P 615.335.8310 | F 615.335.8638 | C 615.306.2340 | 330 COMMERCE S
T | NASHVILLE, TN 37201

From: Brown, Quinn
Sent: Tuesday, October 2, 2018 2:28 PM
To: Jamila Gilbert <jjgilbert@las-cruces.org>; Ziglari, Elaheh <Elaheh.Ziglari@viacom.com>
Cc: Mangrum, Cynthia <cynthia.mangrum@cmt.com>; Jen Bales <jbales@las-cruces.org>
Subject: RE: CMT & Las Cruces

- Right, the festival is responsible for lodging +10k
- Those liners are what we put into Hot20 Countdown, the radio liners, etc ...which is in the contract as our deliverables.
- That's totally fine by me (Cynthia?)
- Not a problem for me
- I've got no issue providing the episode for your archives...happy to do so...we would even be happy to edit that sizzle reel for you from our footage but there might be some restriction on that due to artist appearances...Cynthia or Elaheh would have to weigh in
- Fine by me (Cynthia?)

C M T QUINN BROWN
VP – Production

615-3358651 o 615-8646052 c

1001100016 1001100016 1001100016 1001100016

From: Jamila Gilbert <jjgilbert@las-cruces.org>
Sent: Tuesday, October 02, 2018 2:19 PM
To: Ziglari, Elaheh <Elaheh.Ziglari@viacom.com>; Brown, Quinn <Quinn.Brown@cmt.com>
Cc: Mangrum, Cynthia <cynthia.mangrum@cmt.com>; Jen Bales <jbales@las-cruces.org>
Subject: RE: CMT & Las Cruces

Quinn and Ms. Ziglari,
We have a few questions and comments back on the contract:

Article 2. (e) Quinn, from our discussion last week this portion will need to reflect that we are only covering the lodging costs.

Article 3. (c) (i.) In the 2018 CMT Festival Deck NO NEWS.pdf that you sent over "*liners pushing ticket sales leading up to event*" is mentioned, we're not seeing that listed here as one of the obligation items—can we please include that here as a deliverable?

Article 5. (c) For approvals, are we able to include some wording that lists email as a viable form of approving content as well? We're just on such a short time frame, and I'd like to be able to shoot you over a screen cap of where and how your logos are being utilized to make sure you all are good with it.

Article 8. (a) We do not have the authority to approve or deny the images/photography of any individual artists.

Article 13. We'd like to make a sizzle video, and post-promote the festival and that CMT was here. Do we need to add some information that would allow us to do that on socials after the festival. Along those same lines, will you be able to provide us an aircheck on the screening from the CMT channel?

Article 15. (d) To approve press releases, does email work as well? Just want to make sure that we can quickly get responses on releasing information as we are on such a tight timeframe. If we are able to obtain approvals via email, do we need to include an additional email in Article 18 for someone other than Cynthia Mangrum for press approvals?

Article 18. Info missing from our contact info here:

Jamila Gilbert
575-528-3786
jgilbert@las-cruces.org

We're getting a bit more information on the insurance portion of it, but we wanted to get these items back to you ASAP. Thank you!

Thanks,

Jamila Gilbert

Director of Marketing & Communications / Visit Las Cruces /
Economic Development Department
Direct: 575-528-3786 Main: 575-541-2444, jgilbert@las-cruces.org

<image001.jpg> <image002.jpg>

From: Jamila Gilbert

Sent: Monday, October 1, 2018 5:26 PM

To: 'Ziglari, Elaheh' <Elaheh.Ziglari@viacom.com>

Cc: Mangrum, Cynthia <cynthia.mangrum@cmt.com>; Brown, Quinn <Quinn.Brown@cmt.com>; Jen Bales <jbales@las-cruces.org>

Subject: RE: CMT & Las Cruces

Ms. Ziglari,

Thank you for getting this over, we are reviewing and will have comments back tomorrow.

Thanks,

Jamila Gilbert

Director of Marketing & Communications / Visit Las Cruces /
Economic Development Department
Direct: 575-528-3786 Main: 575-541-2444, jgilbert@las-cruces.org

<image001.jpg> <image002.jpg>

From: Ziglari, Elaheh <Elaheh.Ziglari@viacom.com>
Sent: Monday, October 1, 2018 2:54 PM
To: Jamila Gilbert <jgilbert@las-cruces.org>
Cc: Mangrum, Cynthia <cynthia.mangrum@cmt.com>; Brown, Quinn <Quinn.Brown@cmt.com>
Subject: RE: CMT & Las Cruces

Hi Jamila ~ Attached please find a copy of the Joint Promotion Agreement for your review. Please let us know if you have any questions. Thanks!

ELAHEH ZIGLARI
SENIOR COORDINATOR | BUSINESS & LEGAL AFFAIRS | CONTRACT MANAGEMENT

C M T | P 615.345.8338 | 500 COMMERCE ST | ALBUQUERQUE NM 87102

From: Brown, Quinn
Sent: Monday, October 01, 2018 3:51 PM
To: Mangrum, Cynthia; Ziglari, Elaheh; Jamila Gilbert
Subject: CMT & Las Cruces

Hello Jamila – here are our business/legal reps who will be sending the JPA very shortly.. Cheers.

C M T QUINN BROWN

VP – Production

615-3558651 o | 615-3646052 c

1156

FRIENDS OF VISIT LAS CRUCES INC
1100 S MAIN ST STE 110
LAS CRUCES, NM 89005

Check # 95-128/1122

DATE 11-15-18

PAY TO THE ORDER OF

VIACOM

\$ 10000 ⁰⁰/₁₀₀

Ten Thousand + ⁰⁰/₁₀₀

DOLLARS



CITIZENS BANK
OF LAS CRUCES
1100 S MAIN ST LAS CRUCES, NEW MEXICO 89005

FOR

⑈001156⑈ ⑆112201289⑆ [REDACTED] 0001⑈

Mailed 11/15/18

EXHIBIT 53

Invoice



Invoice Number

Invoice Date

BILL TO:

Page No

Bill To Customer No

1800000002

11/09/2018

LAS CRUCES CONVENTION & VISITORS BUREAU
336 MAIN STREET
LAS CRUCES, NM, 88001
Attn: ATTN: JAMILA GILBERT
jgilbert@las-cruces.org

1 of 1

50026343

Billing Period

Month of Service

Client IO#

Client PO#

Original Invoice Number

Original Invoice Date

Advertiser

Sales Rep Name

Item no.	Description	Requestor Name: Garrett Smith	Amount
001	This Invoice includes a contracted payment to cover production costs associated with CMT's travel, crew and overall coverage of the Las Cruces Country Music Festival		10,000.00

Total Gross Amount		10,000.00	Total Adjustment Amount		0.00	Agency Commission		0.00		
PLEASE SEND PAYMENT TO: VIACOM INTERNATIONAL INC PO BOX 13801 NEWARK NJ 07188-0801 USA			WIRE TRANSFER INSTRUCTIONS: JP Morgan Chase Bank One Chase Plaza New York, NY 10081 ABA: 021000021 SWIFT: [REDACTED] Account: [REDACTED] Account Name: Viacom International Inc Reference: Invoice Number And Customer Number			OVERNIGHT MAIL INSTRUCTIONS: JP Morgan Chase - R1 Lockbox Processing Attn: Viacom International Inc Lockbox # [REDACTED] 4 Chase Metrotech Center 7th fl West Brooklyn, NY 11245			NET 30 10,000.00	
			Payment Terms		Due Upon Receipt					
			Due Date		11/09/2018					
			Currency		USD					

For account inquiries, please email: AncillaryInquiries@viacom.com

Hotel Encanto de Las Cruces

LC Convention & Visitors Bureau
 Veronica Quezada
 211 N. Water St.
 Las Cruces NM 88001
 United States

Date : 10-30-18

A/R Account Number : LCCVB

Amount Paid : \$ _____

Date	Inv. No.	Bill No.	Description	Debit	Credit	Balance
10-01-18			Balance as of 10-01-18			0.00
10-23-18	22320	305182	Dries, Eugene	756.06		756.06
10-23-18	22324	305192	Country Music Television	2,898.23		3,654.29
10-29-18			*Visa		3,000.00	654.29
10-30-18			*Visa		654.29	0.00
Balance Due						0.00

Aging Summary :

Up to 30	31 - 60	61 - 90	91 - 120	121 and Over
0.00	0.00	0.00	0.00	0.00

EXHIBIT 54

Hotel Encanto de Las Cruces

LC Convention & Visitors Bureau
 Veronica Quezada
 211 N. Water St.
 Las Cruces NM 88001
 United States

Date : 10-30-18

A/R Account Number : LCCVB

Amount Paid : \$ _____

Date	Inv. No.	Bill No.	Description	Debit	Credit	Balance
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10-29-18			*Visa		3,000.00	654.29
10-30-18			*Visa		654.29	0.00
					Balance Due	0.00

Aging Summary :

Up to 30	31 - 60	61 - 90	91 - 120	121 and Over
0.00	0.00	0.00	0.00	0.00

Card Transaction

Merchant Co.

Amount Charge Description

Card Hold

Transaction Card Number

31881

65428 HOTELB FOR COUNTRY MUSIC FEST - CNT AND EUGENE ORNEE

Statement Charge Date

Veronica Quezada

3001 10/31/2018

10/31/18

MDM

Accept Card Search

Transaction Card Number

31881

Card Hold

Veronica Quezada

Statement Charge Date

3001 10/31/2018

10/31/18

Merchant Co.

Amount Charge Description

65428 HOTELB FOR COUNTRY MUSIC FEST - CNT AND EUGENE ORNEE

Card Transaction

31881

10/31/18

Column Total Amount 654.28

10/31/18

1 0 X

MDM

Accept Card Search



Anne M. Layne

From: Veronica Quezada <vquezada@las-cruces.org>
Sent: Thursday, October 11, 2018 9:02 AM
To: Jen Bales; Jamila Gilbert
Subject: FW: Country Music Festival - CMT Coverage

Good Morning,

Just an update from Farmers Insurance they should give us a quote by today.

Thank you,

Veronica

From: Bernadette Ontiveros <bernadette.dmanes@farmersagency.com>
Sent: Wednesday, October 10, 2018 5:56 PM
To: Veronica Quezada <vquezada@las-cruces.org>
Subject: RE: Country Music Festival - CMT Coverage

Veronica,

Good afternoon! Thank you for sending that to me. I had submitted it to the underwriter as soon as I received it. They haven't yet released the quote for me to send to you for review. I anticipate to get it back tomorrow and then I will forward it over. I just wanted to touch base with you as I told you I hoped to have the quote for you today. Have a nice evening!

Thank you,
Bernadette Ontiveros
Office of Darin Manes
Farmers Insurance
250 W Amador Ave Ste 101
Las Cruces, NM 88005-2829
575-525-3107 (Office)
575-525-3125 (Fax)
bernadette.dmanes@farmersagency.com
<http://www.farmersagent.com/dmanes>



----- Original Message -----

Received: 08:45 AM MDT, 10/10/2018
From: Veronica Quezada <vquezada@las-cruces.org>
To: Bernadette Ontiveros <bernadette.dmanes@farmersagency.com>
Subject: RE: Country Music Festival - CMT Coverage

Good Morning Bernadette,

Please see attached contract.

EXHIBIT 55

Let me know if you have any further questions,

Thank you,

Veronica

From: Bernadette Ontiveros <bernadette.dmanes@farmersagency.com>

Sent: Tuesday, October 9, 2018 3:32 PM

To: Veronica Quezada <vquezada@las-cruces.org>

Subject: Re: Country Music Festival - CMT Coverage

Veronica,

Good afternoon! The underwriter helping me with your quote asked if you have a copy of the Contract from CMT? If so, can you send me a copy for them to review please?

Bernadette Ontiveros

Office of Darin Manes

Farmers Insurance

250 W Amador Ave Ste 101

Las Cruces, NM 88005-2829

575-525-3107 (Office)

575-525-3125 (Fax)

bernadette.dmanes@farmersagency.com

<http://www.farmersagent.com/dmanes>



----- Original Message -----

Received: 03:38 PM MDT, 10/04/2018

From: Veronica Quezada <vquezada@las-cruces.org>

To: "bernadette.dmanes@farmersagency.com" <bernadette.dmanes@farmersagency.com>

Subject: Country Music Festival - CMT Coverage

Good Afternoon Bernadette,

Summer Nolen recommended we reach out to you on getting insurance coverage for our Friends of Visit Las Cruces group who is a 501c3.

They assist us in our annual Country Music Festival that is held by Visit Las Cruces.

Currently we have been reached out to by Country Music Television (CMT) in hopes of having a taping of their show at our annual Country Music Festival. They are requesting the following attached coverage in order for this to occur. Is this something you will be able to give us a quote on? We are on a time crunch to get this done.

If you can send us a quote or if there is anything else needed for this please give me a call.

Thank you,

Veronica Quezada

Administrative Assistant / Visit Las Cruces / Economic Development Department

Direct: 575-541-2167 Main: 575-541-2444, vquezada@las-cruces.org



> -----
> Attachment: Article16Insurance.PNG
> MIME Type: image/png
> -----

> -----
> Attachment: Hot 20- Las Cruces Country Music Festival - JPA 10.05.18 FE.pdf
> MIME Type: application/pdf
> -----



**PHILADELPHIA
INSURANCE COMPANIES**

A Member of the Travelers Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

PROPOSAL FOR INSURANCE

Quotation Number: 12126165

Proposal Date: 10/18/2018

Named Insured and Mailing Address:
Friends of Visit Las Cruces, Inc.
336 S Main St
Las Cruces, NM 88001-1204

Producer: 118138
Commercial Insurance Group LLC
PO Box 60190
Colorado Springs, CO 80960

Contact: Vanessa Laskowski
Phone: (303)900-2950
Fax: (719)476-0104

Insurer: Philadelphia Indemnity Insurance Company

Policy Period From: 10/18/2018
Proposal Valid Until: 10/18/2018

To: 10/18/2018
at 12:01 A.M. Standard Time at your mailing address shown above.

Product: Miscellaneous Professionals

Submission Type: New Business

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,
WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL.

THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS
INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Miscellaneous Professional Liability	\$ 2,123.00
Policy Fee	\$ 200.00

TOTAL \$ 2,323.00

The premium shown is subject to the following terms and conditions:

Any taxes, fees or surcharges included in the total premium shown on the proposal
are not subject to installment billing.

A maximum per installment fee of \$5.00 may be included (some states may vary)
-Provided application signed/dated by Principal, Partner or Officer.

EXHIBIT 56

Commercial Insurance Group, LLC



PROPOSAL FOR INSURANCE

Proposal Number:431801

Proposal Date: 10/18/2018

Named Insured and Mailing Address:

Las Cruces Convention and Visitors Bureau
336 S Main Street
Las Cruces, NM 88005

Producer: Commercial Insurance Group, LLC
PO Box 60190
Colorado Springs, CO 809600190

Contact:

Agency Number: 118136
Phone: 303-9002960

Insurer: Philadelphia Indemnity Insurance Company

Underwriter: Reginald Weiser

Policy Period From: 10/19/2018 **To:** 10/22/2018

Proposal Valid Until: 10/18/2018 at 12:01 A.M. Standard Time at your mailing address shown above

Product: Special Events

Submission Type: New Business

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO EXTEND INSURANCE AS STATED IN THIS PROPOSAL. THIS PROPOSAL CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial General Liability Coverage Part	\$7,055.00
Policy Fee	\$750.00

The Total Premium includes Federal Terrorism Risk Insurance Act Premium in the amount of:

\$0.00

TOTAL \$7,805.00

10/19/2018

Mail - James Bagwell - Outlook

Insurance Check for CMT

Verónica Quezada <vquezada@las-cruces.org>

Fri 10/19/2018, 12:33 PM

To: James Bagwell <bagwelljpa@hotmail.com>

2 attachments (697 KB)

\$2,423.00.pdf; \$7,805.00.pdf

Hello Bryan,

Attached are the two invoices for the insurance.

One check for both invoices will need to be made out to Commercial Insurance Group LLC.

We have been working with Farmers Insurance Darin Menas Agency and they mentioned we will need to add a \$3.00 processing fee for this.

The contact at Farmers is Bernadette Ontiveros her direct phone number is 525-3107. They are located at 250 W Amador Ste 101.

Please let me know if there are any questions and if you text me 649-7805 and let me know when the check has been delivered.

Thank you.

Verónica Quezada

Administrative Assistant / Visit Las Cruces / Economic Development Department

Direct: 575-541-2167 Main: 575-541-2444. vquezada@las-cruces.org



1152

FRIENDS OF VISIT LAS CRUCES INC
1100 S MAIN ST STE 110
LAS CRUCES, NM 88005

DATE 10/19/18

PAY TO THE ORDER OF Commercial Insurance Group LLC \$ 10231.00

Ten thousand two hundred thirty-one & 00/100 DOLLARS

CITIZENS BANK OF LAS CRUCES

FOR _____

⑈001152⑈ ⑆122201289⑆ ⑈ [REDACTED] 00 ⑈

EXHIBIT 57

Anne M. Layne

From: Heidi Sweeney <hsweeneylv@gmail.com>
Sent: Tuesday, May 15, 2018 8:58 AM
To: Philip San Filippo
Subject: Re: Surprise double for Marsha

Okay I will let you know. ❤️

On Tue, May 15, 2018 at 7:49 AM Philip San Filippo <psfilippo@las-cruces.org> wrote:

Great News! I really hope you can make it. Let me know if you will be in on Friday night.

From: Heidi Sweeney [mailto:hsweeneylv@gmail.com]
Sent: Tuesday, May 15, 2018 8:11 AM
To: Frank Leto <fleto62@gmail.com>
Cc: Philip San Filippo <psfilippo@las-cruces.org>
Subject: Re: Surprise double for Marsha

--How exciting Phil! I will put it on our calendar 😊❤️ Thank you for inviting us

On Mon, May 14, 2018 at 5:45 PM Frank Leto <fleto62@gmail.com> wrote:

How wonderful. :) I will Be In Dallas that weekend...:(I would have loved to be there. I will be in spirit.

Frank Leto
214.212.0042

> On May 14, 2018, at 8:40 PM, Philip San Filippo <psfilippo@las-cruces.org> wrote:

>

> Frank and Heidi,

>

> Last year when we celebrated Barbara Hubbard's 90 birthday we brought in a young gentleman from Nashville to perform who is one of Barbara's students. The women in the room went crazy over this young kid. Not only was a great performer; but a heck of a looker. As he was performing, Marsha leaned over to me and said: "I want him fir my birthday." Of course, when it was my turn to speak; I announced to the audience that Marsha wants this young man for her birthday. After the event, a bunch of the ladies told Marsha that they intend to come to her birthday.

>

> All this happened last July; and I filed it away. Well Marsha's birthday is actually coming up on June 30th: and I invited this young man to come back to sing at her birthday. The reason for the week before: she is less likely to be suspicious.

>

> So I have organized a double surprise. On Friday, June 22; a bunch of people are coming to Las Cruces to surprise Marsha! My 2 sons and most likely with their girlfriends, 3 of her closest friends from Florida, and hopefully both Becky and Carrie. One of our friends from Florida is flying in Live Lobster; and she will believe having all these people in town will be her big surprise. On Sunday, June 24; we will all go to brunch and everyone will be invited to the house. When we arrive at the house, the second surprise will drop. Many of our Las Cruces friends will be gathered and our young stud from Nashville will be on hand to enjoy the party and do a mini concert.

>

> We would love to have you both here to join in on the double celebration. This isn't a special birthday or milestone; so I doubt she will be expecting anything, especially the week before her real birthday. By the way, I haven't started inviting the local people; because the fewer people around her this far out who know the more likely the secret will be kept. So please do not share with the Cruces people at this time. Any questions, please feel free to write or call with questions.

>

> Phil San Filippo

> Director, Economic Development

> Direct: (575) 541-2166

> Cell: (575) 386-6246

Anne M. Layne

From: Brennin <[REDACTED].com>
Sent: Wednesday, March 28, 2018 9:05 AM
To: Philip San Filippo
Subject: Re: Greetings From Las Cruces, NM

Sounds good. I'll chat with her today about it and get back to ya!

You can just book through me for the festival.

Cheers,

BRENNIN

Stream on Spotify: <https://open.spotify.com/artist/10yPlyxloty6SXZ6z6NkLh?si=HaY6eOHN>

[Brennin.com](#)

ent via iPhone)

On Mar 28, 2018, at 9:56 AM, Philip San Filippo <psfilippo@las-cruces.org> wrote:

Would love for you to bring your wife; and I know Barbara would love that as well! Let me know what is the best date to plan her party and we'll work from there. Also, how do you want me to go about booking you for the Country Music Festival? I can go through your agent or manager or book directly with you. Whatever works best.

From: Brennin [[mailto:\[REDACTED\].com](mailto:[REDACTED].com)]
Sent: Tuesday, March 27, 2018 11:50 PM
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: Re: Greetings From Las Cruces, NM

Hey Philip!

Yes and yes! Let's make both trips happen. Let me chat with my wife about the June 30th bday gig. We usually go to my in-law's lake house in Oklahoma for the 4th of July. Would be fun for both of us to come out and leave the kids in OK.

Hope all is well in your world and please, hug our Mother Hubbard for me!

Cheers,

EXHIBIT 59

BRENNIN

Stream on

Spotify: <https://open.spotify.com/artist/10yPlyxloty6SXZ6z6NkLh?si=HaY6eOHN>

Brennin.com

(Sent via iPhone)

On Mar 27, 2018, at 10:11 PM, Philip San Filippo <psfilippo@las-cruces.org> wrote:

Brennin,

I hope all is well. I just had lunch today with someone we both admire very much. She remains to be amazingly smart, funny and unpredictable. I am writing about two separate possibilities for you to come to Las Cruces. Please know, you can accept one and reject the second.

The Las Cruces Country Music Festival will be held October 19-21. We would like to book you for the evening of the 20th. We are currently putting our lineup together. On Friday, the 19th we have Dwight Yokum as the headliner (confirmed). We currently have an offer on Frankie Ballard.

On Saturday Night, we have Randy Houser (confirmed). We have an offer out on Lyndsay Ell. We would like to have you perform as the opening act on Saturday. This would be a full band performance. Barbara said that if you don't have a full band ready to go, we can get you some strong local musicians. The budget we have for this slot is \$5,000.

The second opportunity is not so glamorous, but may be a hell of a lot of fun. As you may recall at Barbara's tribute, after you performed I got up and announced that my wife said she wanted you for her birthday. Well... Marsha's birthday is June 30th; and I would be glad to cover your ticket and pay you \$500 to come to her birthday party and do a short acoustic set. Naturally, you would be picked up and you can stay at Barbara's; or I would gladly arrange for a hotel and cover all meals. Depending on your Schedule, I can do the party either Friday, June 29 or Saturday June 30. Since it is close to 4th of July, if it messes up your holiday plans, we can do a week earlier. On any date, I would not want more than 40 - 50 people because it would be at my home.

Most importantly, I hope you can do the Country Music Festival. We would love to have you; and I know you would be a big hit. If you want me to contact your

manager, just let me know who to call. On the birthday party, I will not be offended if you don't want to do it. It would be cool; but I would completely understand.

Phil San Filippo
Director, Economic Development
Direct: (575) 541-2166
Cell: (575) 386-6246

1094

FRIENDS OF VISIT LAS CRUCES INC

2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

Check 21
Protection for Business

95-128/1122

DATE 4/23/18

PAY TO THE ORDER OF BRENNIN HUNT

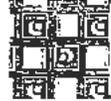
2500 ⁰⁰/₁₀₀

Two-Thousand Five-hundred + No/100

DOLLARS



CITIZENS BANK
OF LAS CRUCES
P.O. BOX 4791 LAS CRUCES, NM 88004



FOR _____

[Handwritten Signature]

⑈001094⑈ ⑆112201289⑆

⑈0001⑈

4/23/2016

Mail - bagwellcpa@hotmail.com

LCCMF VI

Phillip San Filippo

Sun 4/23/2016 8:47 PM

To: James Bagwell <bagwellcpa@hotmail.com>

Cc: Jennifer Bates <jbates@las-cruces.org>

James,

We are going to start needing deposits for the CMF. The first deposit goes to:

Brennin Hunt

[REDACTED]

Nashville, TN 37214

The check is made payable directly to Brennin Hunt at the address above. The deposit is for \$2,500. When the check is ready, please let me know. I will pick it up and get it to him.

Phil San Filippo

Director, Economic Development

Direct: (575) 541-2166

Cell: (575) 386-6246

1137

FRIENDS OF VISIT LAS CRUCES INC

2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

© 1997 EZSINK® Bank Field
® PC Protection for Everyone

95-128/1122

DATE 10-15-18

PAY TO THE ORDER OF Brenna Hunt

two thousand five hundred ^{no}/_{xx} 2,500⁰⁰ DOLLARS



CITIZENS BANK
OF LAS CRUCES
P.O. BOX 2104 / LAS CRUCES, NEW MEXICO 88004



[Handwritten Signature]

FOR _____

⑈001137⑈ ⑆112201289⑆ [REDACTED] 0001⑈

JUX, c/o PROMOTION
P.O. Box 120442 Nashville, TN 37212

February 4th, 2016

Marcy Dickerson
c/o Dickerson Group
P.O. Box 161
Valracres, NM 88033

Marci,

This is to invoice for the first of three payments for my services as "Creative Director" of the 2016 Las Cruces Country Music Festival. This is a per Las Cruces Convention and Visitors Bureau Executive Director, Philip San Filippo and is in the amount of \$5'000.00 as the first of three payments that total \$15'000.00. Please see below details:

INVOICE

\$5'000.00

payable to:

Eugene A. Dries Jr.

SS# [REDACTED]

c/o P.O. Box 120442 Nashville, TN 37212

for:

Creative Director Services for 2016 Festival

note: 1st of three payments


Eugene A. Dries Jr.

615-406-8000 phone / juxtapromotion@comcast.net

EXHIBIT 61

SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this 20th day of June, 2019 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Jux.ta.Promotion, of PO BOX 120442, Nashville, TN, 37212, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

Creative services related to the production of the 2019 Las Cruces Country Music Festival, including securing entertainment for the main stage of the festival, delivering artist contracts for CITY execution, acting as a liaison between the CITY and artists' management, and being an on-site representative during the festival for artist needs.

2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, 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

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$ 18,000.00, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.

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 the project that is 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.

2019

6. TERM AND SCHEDULE

This Agreement shall become effective on date of award through December 31, 2019.

CONTRACTOR shall perform the SERVICES in accordance with the time set forth as agreed upon by the CITY and CONTRACTOR in Exhibit B and as agreed to for each project assigned under the terms of this Agreement.

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.

2/1

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.

2/16

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 as more specifically described in paragraph 17.

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.

elap

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 Insured with the same coverage as the CONTRACTOR. Coverage must include:
 - a. Premises / Operations
 - b. The City of Las Cruces must be named as an Additional Insured.
2. \$100,000 (One Hundred Thousand Dollars) Property Damage Insurance.
3. 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 the endorsement(s) 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.

cap

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

If the CITY and the CONTRACTOR are unable to reach an amicable resolution to their dispute, then the CITY and the CONTRACTOR agree to resolve their dispute through a local mediator agreed to between the CITY and the CONTRACTOR. The mediator will reach a final decision after listening to the disputed issues and acting as if an arbitrator, will reach a final decision that the CITY and the CONTRACTOR will abide by. The CITY and the CONTRACTOR will split the cost of the fee of the mediator.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces
PO Box 20000
Las Cruces, NM 88004
ATTENTION: Rochelle Miller-Hernandez

With Copies to: City Attorney
Purchasing Manager

TO CONTRACTOR: Jux.ta.Promotion
PO BOX 120442
Nashville, TN 37212
ATTENTION: Eugene A. Dries Jr.

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written 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.

elo

JUX. TA. PROMOTION

CITY OF LAS CRUCES

BY: *Eugene A. Dries Jr.*
Eugene A. Dries Jr.
Creative Director

BY: _____
Donny Proise
Interim Purchasing Manager

6/20/19
Date

Date

✓ 10 page agreement

APPROVED AS TO FORM

City Attorney

EXHIBIT A

SERVICES

- Services related to booking Country Music talent for the 2019 Las Cruces Country Music Festival with a budget of \$270,000.00 for main stage entertainment Friday and Saturday of Festival (3 acts each evening) and Sunday for closing act.
- Establish timeline with CVB staff in regard to offers made, contracts created, and executed.
- Services related to negotiating the best possible pricing and rider conditions to the benefit of the festival.
- Services related to coordinating efforts with other local providers for production and hospitality (i.e. sound production, hotels, etc.).
- Services related to being on-site liaison between festival and artists/management during festival week.

Please see also attachment "A" to this Exhibit which is the quote for services from the CONTRACTOR.

ATTACHMENT "A"
TO EXHIBIT "A"
ellw

Jux.ta.Promotion

P.O. Box 120442 Nashville, TN 37212

Requested Payment Terms
Eugene A. Dries Jr.
Las Cruces Country Music Festival
Creative Director 2019

\$18'000.00 total
for services rendered relative to LCCMF 2019

- 3 equal payments of \$6'000.00**
- #1. upon agreement**
- #2. upon securing all mainstage talent**
- #3. upon completion of festival events**

Payable to: Eugene A. Dries Jr./Jux.ta.Promotion
c/o mailing address shown above in letterhead

SS# [REDACTED]

W9 filed with payment application form

Eugene A. Dries Jr.
Eugene A. Dries Jr.

5/2/19

615-406-8000 phone / juxtapromotion@comcast.net

EXHIBIT B

SCHEDULE

- Upon execution of this service agreement, \$6,000.00 will be paid to CONTRACTOR.
- Once talent is secured and artists' contracts are executed, \$6,000.00 will be paid to the CONTRACTOR.
- Upon completion of the 2019 Las Cruces Country Music Festival (Oct 10th-13th 2019), \$6,000.00 will be paid to the CONTRACTOR.
- CONTRACTOR will perform his services and obligations as detailed in Exhibit A by following the below schedule, which may be amended by mutual agreement of the CITY and the CONTRACTOR.
 - June 2019 – Recruit and finalize festival main stage lineup with management agencies.
 - June-July 2019 – Assist CITY with artist contract execution and payment of deposits.
 - June-August 2019 – Work with various artists' management teams for PR and marketing assets that can be used to promote the festival.
 - September-October 2019 – Finalize technical and support riders for main stage artists and assist CITY to assure all needs are met.
 - October 8-14, 2019 – On-site liaison between CITY and Main Stage Artists including duties such as ensuring riders are met, final payments are received, and wrap-up meeting is scheduled.

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 19 day of October, 2015

APPROVED:



Mayor

ATTEST:


City Clerk Interim



Moved by: Smith

Seconded by: Levatino

VOTE:

Mayor Miyagishima:	<u>Aye</u>
Councillor Silva:	<u>Aye</u>
Councillor Smith:	<u>Aye</u>
Councillor Pedroza:	<u>Aye</u>
Councillor Small:	<u>Aye</u>
Councillor Sorg:	<u>Absent</u>
Councillor Levatino:	<u>Aye</u>

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:

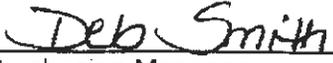
1. RFP No./ Due Date: RFP No. 15-16-023 / July 23, 2015
2. Description: Country Music Festival Management
3. Using Department: Community and Cultural Services
4. Number of Responses Solicited: Five (5)
5. Number of Responses Accepted: Two (2)
6. Award Recommendation To: Dickerson's Catering and Event 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"/>	
		<input checked="" type="checkbox"/>	Made A Difference To Awards(s)
		<input 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.

 19-24-15
 Purchasing Manager Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION or PURCHASE ORDER NUMBER:	TBD
---------------------------------------	-----

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.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

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.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces,
PO Box 20000
Las Cruces, NM 88004
ATTENTION: Philip San Filippo

With Copies to: Purchasing Manager

TO CONTRACTOR: Dickerson's Catering & Event Planning
3920 W. Picacho
Las Cruces, NM 88007
ATTENTION: Marci Dickerson

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written

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**

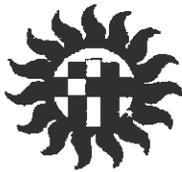
- Green room
- Hospitality
- Brunch
- Staff and gratuity

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.



City of Las Cruces®

PEOPLE HELPING PEOPLE

6

COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

R-10-16-023

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	9/05/15
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 Wainson</i> <i>Victoria Frederick</i>	541-2271	9/30/15 9/30/15
Other			
Assistant City Manager/COO	<i>Daniel Ole</i>	541-2100	10/6/15
City Attorney	<i>WKS</i>	541-2128	8 OCT 2015
City Clerk - Interim	<i>Judy Davis</i>	541-2115	10-9-15



City of Las Cruces[®]
PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 3 Ordinance/Resolution# 15-16-023

For 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

Hopscotch garners industry award

Hopscotch Recording Studios has received a USA recording-industry (RIAA) award.

The local recording studio, owned by Charles 'Greg' Gregory, scooped the award for contribution to a country-music CD, Rascal Flatts "Feels Like Today", which has sold 6 million copies world-wide.

The backing vocals for the album were recorded over several days in October 2006 with Rascal Flatts engineer Bart Morris.

The group became acquainted with Cayman and Hopscotch Studios in appearances here in 2000 and 2001 through a series of country music concerts, arranged through the Department of Tourism with Nashville music producer Gene Dries. The band combined the recording sessions with some vacation time on Grand Cayman.

Hopstoch Studios has been in operation since 1995 and is equipped with state-of-the-art recording equipment.

'It was a positive experience working with these guys,' Greg said. 'Their complete dedication to the work was very noticeable; it's something more of our local musicians need to emulate. The music business now is so competitive. You have to give it your all if you want to succeed.'

EXHIBIT 63



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: **WET/TV PRODUCTIONS, LLC.**

General Information

SOS Control #	000374590	Formation Locale:	TENNESSEE
Filing Type:	Limited Liability Company - Domestic	Date Formed:	07/27/1999
	07/27/1999 8:38 AM	Fiscal Year Close	7
Status:	Inactive - Dissolved (Administrative)	Member Count:	3
Duration Term:	Perpetual		
Managed By:	Member Managed		

Registered Agent Address

EUGENE A DRIES
CV
5108 PRINCE PHILLIP
BRENTWOOD, TN 37027

Principal Address

COVE
5108 PRINCE PHILLIP
BRENTWOOD, TN 37027

The following document(s) was/were filed in this office on the date(s) indicated below:

<u>Date Filed</u>	<u>Filing Description</u>	<u>Image #</u>
04/16/2001	Dissolution/Revocation - Administrative	ROLL 4183
01/19/2001	Notice of Determination	ROLL 4095
07/27/1999	Initial Filing	3719-1297

<u>Active Assumed Names (if any)</u>	<u>Date</u>	<u>Expires</u>
--------------------------------------	-------------	----------------

Promissory Note

\$25,000.00

Las Cruces, New Mexico

December 1, 2015

Interest Rate: 8%

For value received, the undersigned, promises to pay to the order of Phil San Filippo the sum of TWENTY FIVE THOUSAND AND 00/100THS (\$25,000.00), in legal and lawful money of the United States of America, until paid in full. This note is due and payable as follows, to-wit:

The maker shall pay to holder, interest only payments in the sum of \$166.67 per month commencing December 1, 2015, and thereafter on the 15th of each month until holder calls the note as outlined below. Maker shall not be obligated to make payment on the principal balance of this note at any time. The maker hereof reserves the right to prepay this note in any amount at any time prior to maturity without penalty.

After December 31, 2020, holder may call the note and demand payment of all principal and unpaid interest due by giving to maker 90 days written notice of holder's intent to call the note.

In the event any installment shall become overdue for the period in excess of ten (10) days, at payee's option, a charge of twenty-five dollars (\$25) unpaid installment due may be charged for the purpose of defraying the expense incident of handling such delinquent payment.

It is expressly provided that upon default in the punctual payment of this note or any part thereof, principal or interest, as the same shall become due and payable, the entire indebtedness secured by the hereinafter mentioned lien shall be matured, at the option of the holder; and in the event default is made in the prompt payment of this note when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through judicial proceedings, then the maker agrees and promises to pay a reasonable additional sum on the amount of principal and interest then owing, as attorney's fees.

Interest on the debt evidenced by this note shall not exceed the maximum amount of no usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

Each maker, surety and endorser of this note expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest, as to this note and as to each, every and all installments hereof.

Payment is secured by a Security Agreement of even date herewith.

DICKERSON HOLDINGS II, L.L.C.

MARCI DICKERSON, GUARANTOR

PHIL SAN FILIPPO

Anne M. Layne

From: mountainstatesescrow.net <sandra@mountainstatesescrow.net>
Sent: Monday, April 25, 2016 4:26 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165

Property Address:

Payor: MARCI DICKERSON

Date Received: 4/25/2016

Recipient: PHIL SAN FILIPPO

Payment: \$0.00

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$0.00	Late Owed	\$0.00
Payor Fees	\$0.00	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$0.00

Current Account Status

Interest Paid To	12/1/2015
Next Due Date	5/15/2016
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$0.00
Reserve Balance	\$0.00

Disbursements

Contact Information PO Box 2244
Las Cruces, NM 88004
5755269741

Please do not reply to this email.

EXHIBIT 66

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Monday, June 6, 2016 5:03 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 5165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 5/6/2016
Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$983.11

Current Account Status

Interest Paid To	5/30/2016
Next Due Date	7/15/2016
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$8.87
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-XXXXX757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
5755269741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Date: Wednesday, October 5, 2016 4:39 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 10/5/2016
Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$1,648.78

Current Account Status

Interest Paid To	10/1/2016
Next Due Date	11/15/2016
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$21.44
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-xxxxx757	\$166.67

Contact Information PU Box 2244
Las Cruces, NM 88004
5755269741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Monday, November 7, 2016 5:54 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] **8165**
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 11/7/2016

Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$1,816.46

Current Account Status

Interest Paid To	11/1/2016
Next Due Date	12/15/2016
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$24.64
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-xxxxx757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
5755269741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-inquiry.com>
Sent: Monday, December 5, 2016 5:56 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 12/5/2016
Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$8.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$1,983.13

Current Account Status

Interest Paid To	12/2/2016
Next Due Date	1/15/2017
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$27.83
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-XXXXX757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88001
5755269741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Thursday, January 5, 2017 5:09 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 1/5/2017
Payment: \$175.87

Current Payment Details

Principal	\$0.00
Interest	\$166.67
Payor Fees	\$9.20
Reserves	\$0.00
Others	\$0.00

Late Paid	\$0.00
Late Owed	\$0.00
Lates Added to Balance	\$0.00
Principal (YTD)	\$0.00
Interest (YTD)	\$166.67

Current Account Status

Interest Paid To	1/2/2017
Next Due Date	2/16/2017
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$31.02
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-XXXXX757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
5755269741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Monday, February 6, 2017 5:17 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165

Property Address:

Payor: MARCI DICKERSON

Date Received: 2/6/2017

Recipient: PHIL SAN FILIPPO

Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$333.34

Current Account Status

Interest Paid To	2/2/2017
Next Due Date	3/15/2017
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$34.21
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-xxxxx757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
5755269741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Monday, March 6, 2017 6:28 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 3/6/2017
Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$500.01

Current Account Status

Interest Paid To	3/5/2017
Next Due Date	4/15/2017
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$37.41
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-xxxxx757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
5755269741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Wednesday, April 5, 2017 5:36 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 4/5/2017
Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$666.68

Current Account Status

Interest Paid To	4/5/2017
Next Due Date	5/15/2017
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$40.60
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-xxxxx757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
5755269741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Tuesday, March 5, 2019 5:01 PM
To: Philip San Filippo
Subject: Selier Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 3/5/2019

Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$600.01

Current Account Status

Interest Paid To	3/5/2019
Next Due Date	4/15/2019
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$37.33
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-XXXXX757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
(575)526-9741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Monday, May 7, 2018 5:02 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 5/7/2018
Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$833.35

Current Account Status

Interest Paid To	5/6/2018
Next Due Date	6/15/2018
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$43.75
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-xxxxx757	\$166.67

Contact information PO Box 2244
Las Cruces, NM 88004
(575)526-9741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Tuesday, June 5, 2018 5:02 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 6/5/2018
Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$1,000.02

Current Account Status

Interest Paid To	6/5/2018
Next Due Date	7/15/2018
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$41.47
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-XXXXX757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
(575)526-9741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Monday, August 6, 2018 6:01 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165

Property Address:

Payor: MARCI DICKERSON

Date Received: 8/6/2018

Recipient: PHIL SAN FILIPPO

Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$1,333.36

Current Account Status

Interest Paid To	8/5/2018
Next Due Date	9/15/2018
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$42.37
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-xxxxx757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
(575)526-9741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Wednesday, September 5, 2018 5:02 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 3166

Property Address:

Payor: MARCI DICKERSON

Date Received: 9/5/2018

Recipient: PHIL SAN FILIPPO

Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$1,500.03

Current Account Status

Interest Paid To	9/5/2018
Next Due Date	10/15/2018
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$45.57
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK (XXXXXX71)	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88001
(575)526-9741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Friday, October 5, 2018 5:01 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 10/5/2018

Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$1,666.70

Current Account Status

Interest Paid To	10/5/2018
Next Due Date	11/15/2018
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$43.28
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-xxxxx757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
(375)526-9741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Friday, April 5, 2019 5:01 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: [REDACTED] 8165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address:

Date Received: 4/5/2019
Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$666.68

Current Account Status

Interest Paid To	4/5/2019
Next Due Date	5/15/2019
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$40.52
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-xxxxx757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
(575)526-9741

Please do not reply to this email.

Anne M. Layne

From: MountainStatesEscrow <MountainStatesEscrow@Account-Inquiry.com>
Sent: Monday, May 6, 2019 5:00 PM
To: Philip San Filippo
Subject: Seller Email Statement

MSE

Seller Statement

Account No: XXXXXXXXXX 8165
Payor: MARCI DICKERSON
Recipient: PHIL SAN FILIPPO

Property Address

Date Received: 5/6/2019
Payment: \$175.87

Current Payment Details

Principal	\$0.00	Late Paid	\$0.00
Interest	\$166.67	Late Owed	\$0.00
Payor Fees	\$9.20	Lates Added to Balance	\$0.00
Reserves	\$0.00	Principal (YTD)	\$0.00
Others	\$0.00	Interest (YTD)	\$833.35

Current Account Status

Interest Paid To	5/6/2019
Next Due Date	6/15/2019
Current Balance	\$25,000.00
Previous Balance	\$25,000.00
Accrued Interest	\$43.71
Reserve Balance	\$0.00

Disbursements

Fees	\$9.20
WELLS FARGO BANK-xxxxx757	\$166.67

Contact Information PO Box 2244
Las Cruces, NM 88004
(575)526-9741

Please do not reply to this email.

Anne M. Layne

From: Marci Dickerson <marcidickerson@aol.com>
Sent: Tuesday, June 7, 2016 2:12 PM
To: Randy Farmer;lou-sisbarro@sisbarro.com;Cheryl Lloyd Investor;Al Lumeyer
Email;jeanette@sisbarro.com;Kiel
Hoffman;marc.lumeyer@gmail.com;michaelyoke@hotmail.com;Philip San Filippo;Robbie
Kastl;Lloyd Email;Johnwbair@comcast.net
Subject: Update

We will have a roof complete by Friday. Interior walls have been started and the exterior walls are started!! Great job by Randy and Barry on kicking ass!!!

Kitchen equipment is ordered and on its way and I am expecting the furniture to arrive tomorrow.

We have hired most of our management team. We are missing one manager if anyone has any ideas please let me know.

Thank you to Lloyd and Cheryl for kicking in some more money to build Lloyds Patio Palace aka the additional restrooms that we added on the patio.

Thank you dream team for making this a reality. I hope everyone is receiving their payments and if there is any problems please let me know!
Marci Dickerson

EXHIBIT 67

Anne M. Layne

From: Marci Dickerson <marcidickerson@aol.com>
Sent: Thursday, August 11, 2016 9:20 AM
To: Kiel Hoffman; Al Lumeyer Email; Lloyd Email; Cheryl Lloyd Investor; Johnwbair@comcast.net; genesisbuildersinc@gmail.com; grandyfarmer@yahoo.com; jeanette@sisbarro.com; lou-sisbarro@sisbarro.com; marc.lumeyer@gmail.com; michaelyoke@hotmail.com; plsisbarro@outlook.com; Philip San Filippo; Robbie Kast!
Subject: Ribbon cutting

Game 2 important dates

Sept 12,13,14,15. We will have our soft opening which will consist of our friend bringing their employees to lunch at game 2 to run us through our paces. Please let me know if you would like to participate.

Sept 14 at 4:30. Ribbon cutting and chamber Vip event. Please wear your dream team shirts

Sept 18- the "Marci's friends" football watch party. 11-6. Come watch Sunday football at game 2 before anyone else gets to!!

Sept 19- grand opening

We are getting soooo close!!!

.Marci Dickerson

Anne M. Layne

From: Marci Dickerson <marcidickerson@aol.com>
Sent: Tuesday, April 19, 2016 3:04 PM
To: Jennifer Bales
Subject: Fwd: Phil
Attachments: Promissory Note-Phil.doc; ATT00001.htm

Marci Dickerson

Begin forwarded message:

From: Misti Kastl <mistikastl@sbcglobal.net>
Date: April 19, 2016 at 2:01:10 PM MDT
To: Marci Dickerson <marcidickerson@aol.com>
Subject: Phil

EXHIBIT 68

Promissory Note

\$25,000.00

Las Cruces, New Mexico

December 1, 2015

Interest Rate: 8%

For value received, the undersigned, promises to pay to the order of Phil San Filippo the sum of TWENTY FIVE THOUSAND AND 00/100THS (\$25,000.00), in legal and lawful money of the United States of America, until paid in full. This note is due and payable as follows, to-wit:

The maker shall pay to holder, interest only payments in the sum of \$166.67 per month commencing December 1, 2015, and thereafter on the 15th of each month until holder calls the note as outlined below. Maker shall not be obligated to make payment on the principal balance of this note at any time. The maker hereof reserves the right to prepay this note in any amount at any time prior to maturity without penalty.

After December 31, 2020, holder may call the note and demand payment of all principal and unpaid interest due by giving to maker 90 days written notice of holder's intent to call the note.

In the event any installment shall become overdue for the period in excess of ten (10) days, at payee's option, a charge of twenty-five dollars (\$25) unpaid installment due may be charged for the purpose of defraying the expense incident of handling such delinquent payment.

It is expressly provided that upon default in the punctual payment of this note or any part thereof, principal or interest, as the same shall become due and payable, the entire indebtedness secured by the hereinafter mentioned lien shall be matured, at the option of the holder; and in the event default is made in the prompt payment of this note when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through judicial proceedings, then the maker agrees and promises to pay a reasonable additional sum on the amount of principal and interest then owing, as attorney's fees.

Interest on the debt evidenced by this note shall not exceed the maximum amount of no usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

Each maker, surety and endorser of this note expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest, as to this note and as to each, every and all installments hereof.

Payment is secured by a Security Agreement of even date herewith.

DICKERSON HOLDINGS II, L.L.C.

MARCI DICKERSON, GUARANTOR

PHIL SAN FILIPPO

Promissory Note

\$30,000.00

Las Cruces, New Mexico

December 1, 2015

Interest Rate: 8%

For value received, the undersigned, promises to pay to the order of Michael Yoke or Jeanette Yoke the sum of FIFTY THOUSAND AND 00/100THS (\$50,000.00), in legal and lawful money of the United States of America, until paid in full. This note is due and payable as follows, to-wit:

The maker shall pay to holder, interest only payments in the sum of \$333.34 per month commencing March 1, 2016, and thereafter on the 15th of each month until holder calls the note as outlined below. Maker shall not be obligated to make payment on the principal balance of this note at any time. The maker hereof reserves the right to prepay this note in any amount at any time prior to maturity without penalty.

After December 31, 2020, holder may call the note and demand payment of all principal and unpaid interest due by giving to maker 90 days written notice of holder's intent to call the note.

In the event any installment shall become overdue for the period in excess of ten (10) days, at payee's option, a charge of twenty-five dollars (\$25) unpaid installment due may be charged for the purpose of defraying the expense incident of handling such delinquent payment.

It is expressly provided that upon default in the punctual payment of this note or any part thereof, principal or interest, as the same shall become due and payable, the entire indebtedness secured by the hereinafter mentioned lien shall be matured, at the option of the holder; and in the event default is made in the prompt payment of this note when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through judicial proceedings, then the maker agrees and promises to pay a reasonable additional sum on the amount of principal and interest then owing, as attorney's fees.

Interest on the debt evidenced by this note shall not exceed the maximum amount of no usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

Each maker, surety and endorser of this note expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protest and notice of protest, as to this note and as to each, every and all installments hereof.

Payment is secured by a Security Agreement of even date herewith.

DICKERSON HOLDINGS II, L.L.C.

MARCI DICKERSON, GUARANTOR

MICHAEL YOKE

JEANETTE YOKE

Anne M. Layne

From: Marci Dickerson <marci@dickersongroupplc.com>
Sent: Monday, February 27, 2017 11:42 AM
To: Ceil Levatino;Janice Jones;Philip San Filippo
Subject: Noise issues

Dear Ceil,

As you are aware The Game 2 is leading the commercial and restaurant economic development on the east mesa. Since we broke ground, land prices have increased and several other projects have begun construction. This activity brings much needed services to the east mesa while increasing the quality of life available and strengthening the overall economy of Las Cruces.

The Game 2 brought 60 new jobs to Las Cruces and and new tax revenue base. The Game restaurants are know for their patios and their live entertainment Friday and Saturday evenings. This has not been an issue at Game 1. Several of the residents of the Sonoma Ranch area (from my understanding it is multiple calls from a small number of people) have decided that our presence on the East Mesa negatively impacts their peace and enjoyment of their area. These residents are making frequent calls to 911 reporting noise complaints. The police have been dispatched to The Game 2 on numerous occasions. We have always complied by turning the music down and done our part. Last Friday officers arrived and insisted we turn the music off at 10:30. Last Saturday they arrived at 9:45 and issued me a criminal citation for violating the noise ordinance.

Prior to Saturday I had issued a request from a team to utilize a decibel meter to measure and record the noise levels in the surrounding neighborhoods as well as on the patio. I will be happy to share those results with you.

The noise ordinance does not allow for any commercial activity and in fact the following things violate the ordinance:

Elementary School Recess

EXHIBIT 69

Any Mechanical shop
Any patio activity including just people talking
Any live music at any location
Any motorcycles left running in the drive way

The rule on the noise ordinance is that if you can hear any noise with in 30 ft of the source you are in violation. There is no time restrictions or allowances for commercial activities other than construction.

A solution must be found to this problem. We would like to be "good neighbors" but can't not sacrifice our ability to conduct business and pay the bills for this project. I would like to meet with yourself, Deputy Dominguez, Phil San Phillip, and Stuart Ed, to see if we can work out a solution that will work for everyone. I will make myself available when ever this group can meet.

This is a matter of some time sensitivity because as we will continue to operate our restaurant and I am sure the complaints will continue and I would like to reach a solution as soon as possible.

Thank you for your time!

Marci Dickerson
5756440778

Thank you for your help.

Marci Dickerson
Main 575-644-0778
Marci@dickersongrouplc.com
www.dickersongrouplc.com

NOTE: Please update my email address to marci@dickersongrouplc.com

Thank you!

Conflicts Of Interest

General Information

Program: City Of Las Cruces Citizens
 Caller: Unknown Unknown
 Incident Type: Conflicts Of Interest

Report Date: 5/19/2017
 When: Early 2016

Location Information

Location Name: Main
 Country: United States
 City: Las Cruces

Location ID: 1
 State: New Mexico

Involved Parties

Reported Parties: Philo San Filippo

Incident Description

Description: It has been mentioned that Mr. San Filippo is an investor in the Gamir [?] restaurant and bar. Inside the restaurant, a picture hangs with numerous individuals who are all wearing the same type of red blazer. These individuals are known to many as the investors of this company. This appears to be a huge ethical violation. Was this disclosed to the City of Las Cruces?

In addition, how did a permit get issued to this business without proper parking in place for that large of a facility? How is it that Visit Las Cruces did a video segment on the ribbon cutting for this facility? Does Visit Las Cruces do this for all new businesses? The answer is no. If you visit the Facebook page of Visit Las Cruces, you can see the video that employees of the City of Las Cruces produced for this business. It was produced approximately 6 months ago and is titled "Congratulations to Marci Dickerson". Mr. San Filippo is seen in this video assisting with the ribbon cutting. There are no other videos promoting ribbon cuttings within the City. It is well know that Mr. San Filippo and Marci Dickerson are very good friends, so good in fact, that free VIP tickets are given to Marci for things such things as the Country Music Festival.

Please take an opportunity to investigate this claim. We should not be utilizing City funds to assist an employee with a personal investment.

How does the caller know about the incident? Heard from others

Caller: Unknown Unknown

Caller Title:

Caller Phone:

Best Time To Call:

Supporting Documentation:

Printed: 8/22/2019

Page: 1/1

EXHIBIT 70

Barbara De Leon

From: Stuart Ed <sed@las-cruces.org>
Sent: Thursday, January 11, 2018 3:17 PM
To: Philip San Filippo
Subject: RE: Full Disclosure

Thank you for the response. This should suffice.

Stuart

-----Original Message-----

From: Philip San Filippo
Sent: Thursday, January 11, 2018 3:08 PM
To: Stuart C. Ed <sed@las-cruces.org>
Subject: Full Disclosure

Stuart,

First and foremost, I apologize that you were blind-sided by allegations of my proposed dealings in Game 2. I have been involved with this investment prior to you ever coming to Las Cruces; and it simply did not occur to me to discuss. For the record, I have no financial interest in Game 1, Game 2, or Dickerson Catering. What I have is a relatively small promissory note (\$25,000) on the building that Game 2 resides. I do not participate in decision-making, meetings or discussions on any business dealings. In essence, I am one of a group of landlords on the property. Other than a free Game 2 polo shirt and regular interest payments on the note, there has been no other compensation.

I first learned of this investment group in late 2015. After personally researching the opportunity, I checked with a business advisor, CPA and Attorney to ensure that the investment was legitimate and above board. During the construction of the building, I was Director of Visit Las Cruces. I did not get involved, nor was I asked to get involved, in any permitting or building issues. In essence, no favors were ever asked or delivered from any party. My dealings are with an escrow company. They are the trustees of the fund and provide monthly interest payments that are deposited directly into my account. The owners of Game 2 make their payments; and we receive monthly interest from the escrow company.

Ms. Dickerson is owner or part owner of a number of companies. To my knowledge, the only company the City has an ongoing relationship with is Dickerson Catering. Prior to agreeing to the note, it was confirmed by my legal and accounting advisors that this note has nothing to do with Dickerson Catering.

I know that Marci Dickerson is ambitious and frequently seen as aggressive; but in fairness to her, she has never once asked me to do anything outside of what I would do for anyone else. And when Marsha and I went into this agreement; we never saw this as a conflict; but as a way of supporting our community.

Once again, I deeply apologize if you feel in any way I misled you. It was certainly unintentional. I have always been upfront with you; and I assure you I always will.

Phil San Filippo
Economic Development Director
City of Las Cruces
psfilippo@las-cruces.org

EXHIBIT 71

Barbara De Leon

From: Stuart Ed <sed@las-cruces.org>
Sent: Friday, January 12, 2018 7:29 PM
To: Philip San Filippo
Subject: RE: Full Disclosure

Phil,

In accordance with the recommendation of the Hotline Committee, I am advising you to be cognizant of the perceptions that can occur due to the responsibilities of your position and your interaction with the public.

Find Your Peak! Keep Climbing!

Stuart C. Ed, CGPM
City Manager
Direct: 575-541-2076
Cell: 575-993-4507
sed@las-cruces.org

-----Original Message-----

From: Philip San Filippo
Sent: Thursday, January 11, 2018 3:08 PM
To: Stuart C. Ed <sed@las-cruces.org>
Subject: Full Disclosure

Stuart,

First and foremost, I apologize that you were blind-sided by allegations of my proposed dealings in Game 2. I have been involved with this investment prior to you ever coming to Las Cruces; and it simply did not occur to me to discuss. For the record, I have no financial interest in Game 1, Game 2, or Dickerson Catering. What I have is a relatively small promissory note (\$25,000) on the building that Game 2 resides. I do not participate in decision-making, meetings or discussions on any business dealings. In essence, I am one of a group of landlords on the property. Other than a free Game 2 polo shirt and regular interest payments on the note, there has been no other compensation.

I first learned of this investment group in late 2015. After personally researching the opportunity, I checked with a business advisor, CPA and Attorney to ensure that the investment was legitimate and above board. During the construction of the building, I was Director of Visit Las Cruces. I did not get involved, nor was I asked to get involved, in any permitting or building issues. In essence, no favors were ever asked or delivered from any party. My dealings are with an escrow company. They are the trustees of the fund and provide monthly interest payments that are deposited directly into my account. The owners of Game 2 make their payments; and we receive monthly interest from the escrow company.

Ms. Dickerson is owner or part owner of a number of companies. To my knowledge, the only company the City has an ongoing relationship with is Dickerson Catering. Prior to agreeing to the note, it was confirmed by my legal and accounting advisors that this note has nothing to do with Dickerson Catering.

I know that Marci Dickerson is ambitious and frequently seen as aggressive; but in fairness to her, she has never once asked me to do anything outside of what I would do for anyone else. And when Marsha and I went into this agreement, we never saw this as a conflict; but as a way of supporting our community.

Once again, I deeply apologize if you feel in any way I misled you. It was certainly unintentional. I have always been upfront with you; and I assure you I always will.

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

Anne M. Layne

From: Jennifer Vega-Brown <jvega-brown@las-cruces.org>
Sent: Wednesday, July 24, 2019 6:21 PM
To: Beth Mohr; Janet McHard; Anne M. Layne
Subject: FW: Emails Friends of Visit Las Cruces
Attachments: image003.jpg; image001.jpg

More information below.

Jennifer Vega-Brown

City Attorney

Main: (575) 541-2128

jvega-brown@las-cruces.org



From: Jennifer Vega-Brown
Sent: Saturday, April 6, 2019 12:03 PM
To: Stuart Ed <sed@las-cruces.org>
Cc: Barbara De Leon <bdeLeon@las-cruces.org>; David Dollahon <ddollahon@las-cruces.org>; Bill Studer <wstuder@las-cruces.org>
Subject: Re: Emails Friends of Visit Las Cruces

It's a conflict regardless of how much he receives.

Jennifer Vega-Brown

Sent from my iPhone

On Apr 6, 2019, at 10:15 AM, Stuart Ed <sed@las-cruces.org> wrote:

One thought. I recommend we ask Phil for a copy of this investment agreement.

If he receives a fixed monthly payment from his investment then that is one thing. However, if a component of his monthly payment is a calculation of profit-sharing by the Lessee (Game 2) then I believe there is a conflict that he failed to disclose.

I think we should ask.

Thanks.

Stuart

Get [Outlook for Android](#)

From: Stuart Ed
Sent: Friday, April 5, 11:44 AM
Subject: Re: Emails Friends of Visit Las Cruces
To: Jennifer Vega-Brown, Barbara De Leon
Cc: David Dollahon, Bill Studer

Good morning Barbara and Jennifer,

Attached is Phil's disclosure reference his investment in the building that houses the Game II. My recollection is that the Hotline received an ethics complaint regarding Phil's partial ownership in the property that houses the Game II. I believe the Hotline Committee at the time was made up of the Internal Auditor, City Attorney, and Assistant City Manager(s). The Hotline Committee reviewed the complaint, and I believe I complied with their action recommendation verbatim. The recommendation I recall receiving in writing from the Hotline Committee was to inform Phil to be cognizant of the perceptions that can occur due to the responsibilities of his position and his interaction with the public. There was no other concern expressed to me by the Ethics Committee about the allegation, no recommendation that if the allegation was accurate that there were overriding ethical issues to investigate. I recall discussions with members of the Committee that the Internal Auditor brought up his investment, but it was not considered a conflict with his duties or Ms. Dickerson's existing contract. I was appreciative that he was forthcoming in his disclosure, and I made sure that disclosure was maintained and available.

I am sharing my honest recollection as best I can. I recommend you discuss this chain of events and representations with the available members of the Hotline Committee that reviewed this.

Let me know if you all wish to discuss further. I hope this helps.
Thanks.

Find your PEAK! Keep climbing!
Stuart C. Ed, CGPM
City Manager
Direct: 575-541-2076
Cell: 575-993-4507
sed@las-cruces.org
<image001.jpg>

Get Outlook for Android

From: Stuart Ed
Sent: Friday, April 5, 6:26 AM
Subject: Re: Emails Friends of Visit Las Cruces
To: Jennifer Vega-Brown, Barbara De León
Cc: David Dollahon, Bill Studer

Yes. I will send that today.
Thanks.
Stuart

Get Outlook for Android
From: Barbara De Leon <bdeLeon@las-cruces.org>
Sent: Friday, April 5, 2019 5:18:51 AM
To: Stuart Ed; Jennifer Vega-Brown
Cc: David Dollahon; Bill Studer
Subject: Re: Emails Friends of Visit Las Cruces

Thanks Stuart! You were also going to send us Phil's disclosure re Marci Dickerson.
Barbara

From: Stuart Ed <sed@las-cruces.org>
Sent: Thursday, April 4, 2019 1:30:54 PM
To: Jennifer Vega-Brown; Barbara De Leon
Cc: David Dollahon; Bill Studer
Subject: Emails Friends of Visit Las Cruces

Good afternoon Barbara and Jennifer,

To facilitate your internal collection of information, I wanted to forward to you the emails that I have regarding the Friends of Visit Las Cruces, Country Music Fest, and Rio Grande Theater.

It appears most of the emails I have are from the time we assumed operations of the Rio Grande Theater and the procedures to run the Theater, including the arrangement with the Friends of Visit Las Cruces.

A summary of the emails I have so far are the following:

June 1 2017, Email from Jennifer Bales: June 2 Rio Grande Theater Transition Meeting 1 Calendar: Hosted by Jennifer Bales, the meeting invitees included Financial Services, Internal Audit, Purchasing, IT, Facilities, Museums, and Downtown; June 1 2017, Email from Jennifer Bales: Detailed Agenda for the Rio Grande Theater Transition Meeting 1 that is provided includes multiple topics for discussion, including use of separate funds; June 8, 2017, Email from Phil: It outlines proposed procedures for CVB and the RGT apparently resulting from the June 2, 2017 meeting. Included is a forwarded email from Jennifer Bales that addresses "any potential revenues, donations or sponsorships acquired for the RGT will be kept separate from any other activities of the Friends, such as Country Music Festival;" June 15, 2017 Email between myself and Jennifer Vega Brown: Forwarded the June 8 email from Phil, asking Jennifer Vega Brown to review the requested procedures from Phil's June 8 email and identify any issues particularly relating to the Friends non-profit group; June 15, 2017, Rio Grande Theater Transition Meeting 2 Calendar: Follow-up meeting to the initial June 2 meeting hosted by Jennifer Bales; June 19, 2017 Email from Phil: It states that Jennifer Bales and Jennifer Vega Brown met to discuss many potential issues and that there remained only one that needed my approval (a template contract already approved by Legal to save turnaround time and authorizing Jennifer Bales as signatory for entertainment or rental pertaining to the RGT).

I hope these emails help. I will continue to look through my emails and forward to you anything else I find.

Thanks.

Find your PEAK! Keep climbing!

Stuart C. Ed, CGPM

City Manager

Direct: 575-541-2076

Cell: 575-993-4507

sed@las-cruces.org

<image003.jpg>

Total Control Panel

[Login](#)

To: alayne@themchardfirm.com

Message Score: 50

High (60): Pass

From: jvega-brown@las-cruces.org

My Spam Blocking Level: Medium

Medium (75): Pass

Low (90): Pass

[Block](#) this sender

[Block](#) las-cruces.org

This message was delivered because the content filter score did not exceed your filter level.

Anne M. Layne

From: Jennifer Bales
Sent: Tuesday, May 29, 2018 10:36 AM
To: Philip San Filippo
Subject: RE: Convention Center Issue

I haven't – I was just letting you know

Jennifer Bales

Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Philip San Filippo
Sent: Tuesday, May 29, 2018 10:34 AM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Re: Convention Center Issue

Please do not discount with Marci at this time.

Sent from my iPhone
Phil San Filippo
575 386-6246

On May 29, 2018, at 10:30 AM, Jennifer Bales <jbales@las-cruces.org> wrote:

Just FYI – our license won't be suspended.

And if for any reason that were to happen – we'd get Marci to picnic her license.

Jennifer Bales

Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org
<image001.jpg>

From: Philip San Filippo
Sent: Friday, May 25, 2018 5:40 PM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Fwd: Convention Center Issue

For your eyes only.

Phil San Filippo
Director, Economic Development
Direct: (575) 541-2166
Cell: (575) 386-6246

EXHIBIT 74

Begin forwarded message:

From: "Stuart C. Ed" <sed@las-cruces.org>
Date: May 25, 2018 at 5:34:30 PM MDT
To: City Council <CityCouncil@las-cruces.org>
Cc: David Dollahon <ddollahon@las-cruces.org>, William Studer <wstuder@las-cruces.org>, Philip San Filippo <psfilippo@las-cruces.org>, Barbara De Leon <bdeLeon@las-cruces.org>
Subject: Convention Center Issue

Mayor and Council,

I regret to inform you that our Spectra staff that we outsource management of the Convention Center have been cited by Alcohol and Gaming for violations of our liquor license. I consider this to be a very grave contract performance issue.

After the PA Ball, the convention center staff decided to have a celebration for the departing General Manager. They opened up a few bottles of Champagne and made a toast to the outgoing GM. The convention center was closed; and there were minors in the room. It appears one of the employees submitted a complaint to Alcohol and Gaming and after an investigation there were two violations filed. One was for serving alcohol after closing time and the second was for serving minors.

As we understand the circumstances, the District Attorney has chosen not to file charges; however the violations now go to Santa Fe to determine what course of action will be taken. At a minimum, I expect fines to be imposed. Our liquor license may be suspended for a period of time.

Jennifer Bales spoke to Shura Garnett, Regional Vice President of Spectra, about the matter and advised that any fines would be the responsibility of Spectra. Ms. Garnett stated that she would need to refer to the contract. Jennifer made it clear that she expected Spectra to cover any penalties as well as the alcohol consumed during this unauthorized party. I am extremely disappointed with the dismissive response from Ms. Garnett and her referral to our contract to guide her if we are fined rather than taking full responsibility without caveat.

I have requested that the President of Spectra meet with us to discuss this matter in full. I am waiting to hear back.

I will keep you posted. Have a good weekend and be safe.
Find Your Peak! Keep Climbing!

Stuart C. Ed, CGPM
City Manager
Direct: 575-541-2076
Cell: 575-993-4507
sed@las-cruces.org

Anne M. Layne

From: Jennifer Bales
Sent: Tuesday, April 10, 2018 3:20 PM
To: Philip San Filippo;Elizabeth Vega
Subject: Plaza events - food trucks

Ok - spoke to Marci and she doesn't want the food. So all food trucks for plaza events. Told Russ he's in and we'll find a few more. Thinking 4 will be ok.

FYI - am currently dropping off taxes. Hoping this won't take forever!!

Sent from my iPhone

Anne M. Layne

From: Jennifer Bales
Sent: Tuesday, January 23, 2018 2:47 PM
To: Veronica Quezada
Subject: Fwd: Film Festival Proposal
Attachments: Letterhead 7.2015.doc; ATT00001.htm

Can you start a po for this? It's for the film Festival. It'll likely be less, but this is the highest

Sent from my iPhone

Begin forwarded message:

From: Marci Dickerson <marci@dickersongroupinc.com>
Date: January 18, 2018 at 9:57:20 AM MST
To: "jbales@las-cruces.org" <jbales@las-cruces.org>
Subject: **Film Festival Proposal**

Dickerson Group

3920 W. Picacho, Las Cruces, NM 88007 • Office: 575-644-0778

Date: March 10

Las Cruces Film Festival Reception

Location: Downtown Plaza

Time; 9:00-11:00

Estimated attendance: 500 people

Inclusive price \$9750.00

Menu:

Vegetable Tray
Pecan encrusted chile strips
Chips salsa
Queso
Mini desserts

Additional items:

- 4 porta Potties
- Fence chain link perimeter
- Fence white for Vip
- 20 long table Vip
- White plastic chairs Vip
- 15 Round tables regular
- 150 brown plastic chairs regular
- 10 cocktail tables
- Cash bar Vip (set up fee and license)
- Cash bar regular (set up fee and license)

Band and sound is not included in this bid

Thank you for allowing us to bid on this event. Should you have any questions please let me know.

Sincerely,

Marci Dickerson
The Dickerson Group
(575) 644-0778





City of Las Cruces

PEOPLE HELPING PEOPLE

EMPLOYEE'S REQUEST FOR OUTSIDE EMPLOYMENT AND NOTIFICATION OF POSSIBLE CONFLICTING FINANCIAL INTERESTS

Employee Name: Phil Sanfilippo Dept.: CCS Section: CVB

Job Title: Executive Director Employee Number: 4037 Normal Working Hours: 46 (M-F: 8 to 5)

Outside employment and any "conflicting financial interest" must be reported to and approved by the City Manager and not be "incompatible or in conflict with the proper discharge of official duties." Changes in paid outside employment or services must also be reported to, and approved by the City Manager or the City Manager's designee as they occur.

Newly hired employees shall complete this form during their initial orientation.

Conflicts of financial interest, outside employment, or use of City equipment for personal gain, are grounds for disciplinary action up to and including termination.

1. I am requesting approval for outside employment. Yes _____ No

If "No" please proceed to question number 2. If "Yes," answer the questions below.

a. Are you self-employed? Yes _____ No _____

b. I am engaged in the following outside / self employment:

c. List your employer and describe in detail your duties and responsibilities. (Attach additional sheet if necessary)

d. When do you work in this outside/self employment? Please provide a detailed schedule or typical hours worked and an estimate of maximum weekly hours.

e. Are other City employees involved with this outside/self employment? Yes _____ No _____
If so, whom?

2. Do you have a financial interest in any corporation, firm, or person who contracts with the City? Yes _____ No

a. I have a financial interest, direct or indirect, in the following corporations, firms, or persons:

If you answered "Yes" to either questions 1 or 2, please sign, and route through appropriate personnel to the City Manager. If you have answered NO to BOTH questions, sign below and route to your supervisor for inclusion in your personnel file.

If outside employment has been sought and granted, or financial interests had previously been approved, it is the employee's responsibility to update this form at least annually and every January thereafter, or as outside employment or financial interests change. Employees will be notified if a perceived conflict of interest exists.

I state that the above information is complete and accurate and that I will not take part in any conflicting outside employment activities during paid work hours.

I understand that if I do not fully and accurately complete this form, outside employment authorization may be delayed or denied.

Employee Signature

Paul H. King

Date

1/17/17

By signing below, I state that I have reviewed this request and either: (1) recommend its approval or (2) acknowledge that the employee has stated no outside employment or conflicting financial interest exists.

Recommend

Y N

Section Administrator/Supervisor

Date

Department Director Signature

Debra D. ...

Date

1/20/17

Director of Human Resources

Date

Approved

Y N

City Manager or designee

Date

Applicable City rules include but are not limited to:

603.31 *No employee shall engage in any unapproved outside employment or business activity that conflicts with his/her municipal employment. The City Manager must approve any outside employment for full-time employees.*

603.6 *Employees shall be responsible for and shall not misuse City property, records, or other materials in their care, custody, and control. City property, records, or other materials shall not be removed from the premises without written permission from the Section Administrator/Manager.*

603.23 *Employees shall not use City facilities or equipment to conduct a personal business during working hours on City premises and shall not remove City property from City premises without prior written consent of the supervisor.*

611.7. Outside Employment. *No City employee may work outside of City employment if that work is incompatible or in conflict with the proper discharge of official duties. Every City employee must report and obtain prior approval from the City Manager or the City Manager's designee for any outside employment or services for which the employee is paid. Changes in paid outside employment or services must also be reported and approved by the City Manager or the City Manager's designee as they occur.*

611.8. Conflicting Financial Interests. *An employee who has substantial financial interests (or who acquires such financial interests) direct or indirect, or any corporation, firm, or person who contracts with the City will disclose that interest in writing to the City Manager.*

611.10. Conflict of Interest in General. *City employees shall faithfully discharge their duties and shall refrain from engaging in any outside employment or matters of financial interest incompatible with the impartial, objective, and effective performance of their duties. They shall not realize personal gain in any form that would influence improperly the conduct of their City duties. They shall not knowingly use City funds, position or power for personal or political gain. They shall inform their supervisors in writing of reasonably foreseen potential conflicts.*

611.11. Avoiding Appearance of Impropriety. *City employees are required to accept responsibility for their decisions and the resulting consequences. This includes avoiding even the appearance of impropriety, because appearances affect public confidence. Employees shall not engage in any activity, on or off the job, which reasonably brings into question their impartiality, objectivity, and effective performance of their duties as City Employees.*

Beth Mohr

From: Stuart Ed <sed@las-cruces.org>
Sent: Friday, March 1, 2019 9:59 AM
To: Philip San Filippo; Jennifer Vega-Brown
Subject: Fwd: City of Las Cruces Antidonation, IPRA & Procurement Issues
Attachments: Report on City of Las Cruces Antidonation, IPRA and Procurement Issues.pdf

We will need you to attend our 1:30 coordination meeting to discuss. Do not forward. This is confidential.

Get [Outlook for Android](#)

From: Kasandra Gandara <kgandara@las-cruces.org>
Sent: Thursday, February 28, 2019 3:56:48 AM
To: Jennifer Vega-Brown; Stuart Ed
Subject: Fw: City of Las Cruces Antidonation, IPRA & Procurement Issues

I wanted to share this with you.
Hoping you are aware and working on this.
Please keep me posted.

Regards,
K

From: Paul Zimmerman <pzman566@gmail.com>
Sent: Wednesday, February 27, 2019 8:21:19 PM
To: Kenneth Miyagishima; Kasandra Gandara; Gregory Smith; Jack Eakman; Gill Sorg; Yvonne Flores; dcarl@nmag.gov; bgumprecht@lcsun-news.com
Subject: City of Las Cruces Antidonation, IPRA & Procurement Issues

Dear Mayor, City Council Members & Office of the Attorney General,

After reading in the newspaper about some of the accusations of city mismanagement, I decided to verify things myself through multiple open records requests. I have just filed the IPRA request below to look into the most serious issue I have found. However, as I do not have much trust in city management to faithfully carry out my request, I am sending you a report of what I found up till now. There appear to be to be serious Antidonation violations going on with the Country Music Festival. Additionally I encountered some IPRA (Inspection of Public Records Act) issues and other procurement issues that they are trying to cover up. Please read the attached report.

Regards,
Paul Zimmerman

If the attached report is too large for an email, please see the following link:
https://drive.google.com/open?id=1Hd_DLtDE-3HN5Zp2X1tD3mdM9ZaEIUm9

IPRA Request #19-208, Filed February 27, 2019

EXHIBIT 76

Pursuant to NMSA 1978, Article 14, Chapter 2 -- commonly known as the New Mexico Inspection of Public Records Act -- I formally request to inspect and obtain copies of the following record(s):

- Any and all contracts, current or expired, between the City of Las Cruces and the 501(c)(3) "Friends of Visit Las Cruces Inc". See attached Form 990.
- Any Memorandum of Understanding (MOU) between the City of Las Cruces and "Friends of Visit Las Cruces".
- Any and all documents related to "Friends of Visit Las Cruces" including but not limited to governing documents, conflict of interest policy, financial statements, bank statements, emails, meeting minutes, budgets, itemized expense and income sources. See attached images.
- Itemized invoices for all purchases from contract 15-16-023 for all years of its use. The actual documents received by the city from Dickerson's Catering. NOT a list or 'itemization' of invoices.
- All MUNIS financial transaction data from account number 27205020-722190-CVB02 for all years of its use.
- All MUNIS financial transaction data from Org 23515001 from Jul 1, 2015 through Jun 30, 2016 (if in use).

Transaction data should include any and all of the following fields that are available: Org Code, Org Name, Account Description, Object Code, Object Name, Project Code, Full Account (e.g. '1000-30-350-3500-00000-0000-00-12-701040-11704'), Type, Date, Entry Date, Effective Date, Posted Date, Amount, Vendor, Description, Comment, Debit/Credit, Reference 1, Reference 2, Reference 3 & Reference 4.

Pursuant to state law, I'm requesting that all records available in electronic format be provided in an electronic format.

If there are any fees for these records, please inform me if the cost will exceed \$200.00.

Beth Mohr

From: Stuart C. Ed
Sent: Wednesday, June 14, 2017 4:47 PM
To: Jack Eakman; Philip San Filippo
Subject: RE: leadership

Hi Jack,

I want to thank you for your comments.

Phil is a consummate professional. Your trust is well-placed.

Stuart

From: Jack Eakman
Sent: Wednesday, June 14, 2017 2:35 PM
To: Philip San Filippo <psfilippo@las-cruces.org>; Stuart C. Ed <sed@las-cruces.org>
Subject: FW: leadership

This kind of misinformation and character assassination is preposterous. I resent it and don't mind telling folks one on one that I do.

I'm not going to waste any more time on Mr. Begin. He's another one of those persons that "if I could buy them for what they're worth and sell them for what they think they're worth, I'd be very rich!"

Jack

Sent from [Mail](#) for Windows 10

From: [Bruce Begin](#)
Sent: Wednesday, June 14, 2017 1:01 PM
To: [Jack Eakman](#)
Subject: Re: leadership

Jack,

Also, I did not "hear about the same interaction", I observed it. I'll take my observations over your second or third hand here say account any day, sorry. Hope your source was not Phil. No response necessary .

BTW, my reading of the CVB Annual Reports concludes they are too much smoke and mirrors- not unlike MVEDA's. The conclusions, suggestions they make relative to direct impact are very questionable. There is literally no way they can substantiate cause and effect on some numbers. Being very objective here.

Awards mean little to me. It is all about behavior and true measurable results. The real deal.

Regarding credibility and honesty- well, provide some specific examples for me, I'd be interested and open.

In my view, and that off a number of others I have asked objective opinions thereof (not having a horse in the RGT race, bright people, active in the community for quite some time) Mr San Fillipo suffers from some of the same character disorders as our President. citation DSM VI and his use of "I" eleven times in a one page letter to DAAC. Concrete and observable win the day.

Regarding promotion- I have no knowledge of what was in Stuart's mind when he selected Phil. As you well know, personnel decisions are difficult and mostly a crap shoot- you HOPE you've made the right decision. Again, time will tell

B

Bruce H. Begin
Counsel to Non-Profits
Las Cruces and Santa Fe, New Mexico
575-523-8081 Home
505-795-2975 Direct

On Jun 14, 2017, at 12:00 PM, Jack Eakman <jeakman@las-cruces.org> wrote:

ON this issue I will differ with you, Bruce.

I will certainly take the leadership of the Economic Development Department Director over that of the entity you mention. I can understand how we can both hear about the same interactions in at least two different ways. However, based on my personal interactions, my opinion on the abilities of Mr. San Filippo stand.

There is no halo effect in operation as to his promotion. His past work with the CVB, Visit Las Cruces has won local and regional awards. His areas of responsibility produce tangible positive results. And his management abilities include credibility and honesty.

Jack

From: Bruce Begin (<mailto:bhbegin@comcast.net>)
Sent: Wednesday, June 14, 2017 10:03 AM
To: Jack Eakman <jeakman@las-cruces.org>
Subject: leadership

Jack,

You and I agree on the vital role of leadership. In that regard, I am unsure whether Mr. San Filippo has the tools necessary. His uneven behavior exhibited in the Rio Grande Theatre management question gave me great pause, specifically his inappropriate interactions with the Arts Council executive director and a board member at a City Council work session. This incident resulted in the City's H.R. Dept to follow-up. There were other examples of which I am aware. Effective change is challenging. Among other things it calls up the need for mutual respect, personal insight and sensitivity. Time will tell.

Bruce

Bruce H. Begin
Counsel to Non-Profits
Las Cruces and Santa Fe, New Mexico
575-523-8081 Home
505-795-2975 Direct

Beth Mohr

From: Philip San Filippo
Sent: Monday, March 18, 2019 12:42 PM
To: Stuart Ed
Subject: FW: Current Director of Economic Development
Attachments: Legislature - Excerpt from 2005 Hansard Report.pdf; Audit - Summer 2001 Report of Auditor General.pdf

Stuart,

Mr. Zimmerman is correct, I was fired by the Cayman Islands after a new Minister of Tourism was elected. The allegations and the information provided are incorrect. The new Minister who fired me, and subsequently conducted the audit; was later sent to prison on charges of fraud and I believe embezzlement. Although the incident that sent him to jail was on an unrelated matter, his behavior is indicative on how he managed.

I never directed the brochure that they allege I contracted with my wife. In fact, that was contracted by the Director of Tourism. It was not a piece that was strictly for the US market; hence it was done by the Director of Tourism. I am happy to discuss the entire matter at your convenience.

From: Stuart Ed <sed@las-cruces.org>
Sent: Monday, March 18, 2019 11:43 AM
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: FW: Current Director of Economic Development

Fyi.

From: Paul Zimmerman <pzman566@gmail.com>
Sent: Monday, March 18, 2019 9:00 AM
To: Stuart Ed <sed@las-cruces.org>
Cc: Kenneth Miyagishima <mayor@las-cruces.org>; Kasandra Gandara <kgandara@las-cruces.org>; Gregory Smith <gsmith@las-cruces.org>; Gabriel Vasquez <gvasquez@las-cruces.org>; Jack Eakman <jeakman@las-cruces.org>; Gill Sorg <gsorg@las-cruces.org>; Yvonne Flores <yflores@las-cruces.org>; David Dollahon <ddollahon@las-cruces.org>; Bill Studer <wstuder@las-cruces.org>; Jennifer Vega-Brown <jvega-brown@las-cruces.org>
Subject: Current Director of Economic Development

Dear Mayor, City Council Members & City Management,

In the course of my investigation I have found that your current Director of Economic Development, Phil San Filippo, was fired from his position as Director of US Sales and Marketing for the Department of Tourism of the Cayman Islands after showing a flagrant disregard for the proper regulations and procedures for procurements and contracts. This is made quite clear in the attached Report of the Auditor General of the Cayman Islands as well as the attached proceedings of the Legislature of the Cayman Islands when this issue was discussed, and the linked news article reporting on those proceedings. In this position he oversaw the Miami office and approximately 80% of the budget of the Department of Tourism. This is concerning to me as some of the types of issues I found in my previous report on Moetiv8 Marketing, such as the misclassification of expenses as advertising, also appear in this Audit Report. In fact, Moetiv8 Marketing is located in the Miami area and lists the Cayman Islands Department of Tourism as a previous client which is something that I think is unlikely to be a coincidence.

What follows are some relevant quotations from both the Report of the Auditor General and the Legislative proceedings. They are far from exhaustive of all that is contained in the report. All quotations are cited. Page numbers

refer to those printed on the document pages. The clarifications in brackets e.g. "[Mr. San Filippo]" and the **emphasis** are added by me for easier reading. Please read the original documents if you doubt their veracity.

News Article: <https://www.caymannewspaper.com/2001/01/01/san-filippo/>

General

"A new **Director of Sales and Marketing, Mr. Phil San Filippo, was employed from 1997** for the US region and the Ministry delegated these functions to him. This post was vacant during the preceding two years. **The Director of US Sales and Marketing was fired from this post in January 2001.**" (Legislature Pg. 776)

"then **Director of US Sales and Marketing, Mr. Phil San Filippo** effectively gained control over the advertising, collateral and photography budgets in addition to the funds in the budget for overseas operations. As a result, the Director of US Sales and Marketing controlled a budget in excess of \$16 million since 1999." (Legislature Pg. 776)

"Due to the controversial, and sometimes incredulous, nature of the report we invited the then Director of Tourism, Mrs. Angela Martins, the then Permanent Secretary with responsibility for Tourism, Mr. Harding Watler **and the then Director of US Sales and Marketing, Mr. Phil San Filippo to appear before the Committee as they were the public officers responsible for the items contained in the report.** Though an unusual practice it was felt that this was necessary for ascertaining the facts and allow the Committee to meaningfully report to the House." (Legislature Pg. 775)

"The then Director of US Sales and Marketing, **Mr. Phil San Filippo made it quite clear that he was not familiar with the FSRs [Financial and Store Regulations] nor specifically their requirements related to the award of contracts.** The Director of Tourism, Mrs. Angela Martins testified that he should have known as she arranged workshops on FSRs and Cayman Islands practices for all overseas staff." (Legislature Pg. 778)

Romance Brochure Contract for approximately \$197,000

"This contract was awarded to a company owned by **the wife of the then Director of US Sales and Marketing, Mr. Phil San Filippo.** To compound matters this work was carried out **without a written contract** in place and it was not awarded through the formal tendering process" (Legislature Pg. 778)

"Based on audit work carried out, **there was no evidence to indicate that design contractor was competitively selected.**" (Audit Pg. 21, Sec. 1.60)

"These brochures were designed to target visitors in the US market. The Director of US Sales and Marketing [Mr. San Filippo] is in charge of this region. In addition, the **US Director [Mr. San Filippo] seems to have been directly involved in the project from its initiation through to completion. We feel that this arrangement may have violated General Orders Chapter 9 Section 6 (C) 2 – 3 which covers activities which may conflict with official duties or place an officer**" (Audit Pg. 22, Sec. 1.61)

"We were unable to confirm ... whether or not a formal signed contract was prepared. **Efforts made by the Audit Office to obtain a copy of the signed contract from both the Miami Administration Office and the GCM office as well as San Filippo Marketing Office proved futile.** The original contract was also not at the Treasury Department as required by FSR 8.11.5 [Financial and Store Regulations]. We believe that there may not have been a formal contract document." (Audit Pg. 22, Sec. 1.62)

"... The US Director [Mr. San Filippo] claims that three bids were indeed obtained and sent to the DoT in Grand Cayman but this could not be corroborated with Grand Cayman employees. Despite repeated requests by the Audit Office, **the contractor [San Filippo Marketing] was unable or unwilling to produce copies of the other bids.** The Miami administration office has tried to follow this up and obtain copies of the reported bid documentation. However **the contractor [San Filippo Marketing] has not co-operated** and the selected printer (sub-contractor) declined to assist DoT Miami. Once again we were unable to conclude whether the Government obtained value for money. **We are concerned**

that the lack of co-operation from the contractor [San Filippo Marketing] and supplier may be indicative of a more serious irregularity." (Audit Pg. 24, Sec. 1.70)

"This audit took much longer to complete due to absence of the contract, bids and other supporting documents. No-one in the Miami or the Grand Cayman offices monitored total funds spent on this project. **Goods received were also not properly recorded and tracked. It appears that most aspects of this contract arrangement were left in the hands of the US Director [Mr. San Filippo], a related party.**" (Audit Pg. 25, Sec. 1.75)

Magazine Advertising Contract for \$240,000

"**This contract was not referred to the Central Tenders Committee as stipulated by FSR 8.4.1 [Financial and Store Regulations]. The Director of US Sales and Marketing [Mr. San Filippo] signed the contract and only a verbal approval was given by the Director of Tourism.** The contract had only one signature. Note that this contract was not signed by the magazine publisher, the other contracting party, and it had no definition nor warranty sections. Also, no term, duration, exclusion and termination clauses were noted in the contract. This was basically a one page document, which was not passed to the Legal Department for clearance, again in violation/breach of FSR 8.11.1" (Audit Pg. 25, Sec. 1.76)

Audit of Miami Office overseen by Mr. San Filippo

"...Of the 67 suppliers: **19 contracts valuing \$1,028,721 indicated that there were no signed contracts** and 48 indicated that there were signed contracts; and **of the 48 signed contracts, 7 indicated that competitive quotes were obtained** and 3 indicated that the contracts were vetted by the Legal Department." (Audit Pg. 19, Sec. 1.52)

"There is considerable evidence that **spending limits approved by the Legislative Assembly are being deliberately circumvented** by charging certain types of expense (principally travel, subsistence, entertainment) through USA operating accounts and **by misclassification of expenses to other categories**" (Audit Pg. 32, Sec. 1.95.ii)

"Entertainment allowances totalling \$25,000 per annum had been granted to five Miami-based staff. **The largest allowance was granted to the Director US Sales and Marketing [Mr. San Filippo] (\$15,000 per annum). Some entertainment expenses were classified to the marketing account.**" (Audit Pg. 32, Sec. 1.95.iv)

"Quantities of promotional items purchased are considered excessive and proper tendering procedures are generally not followed." (Audit Pg. 32, Sec. 1.95.viii)

"**Large contractual arrangements entered into are not properly tendered** and the final contract document is generally not passed through the Legal Department as required by FSRs. [Financial and Store Regulations]" (Audit Pg. 33, Sec. 1.95.xvi)

Regards,

Paul Zimmerman

Appendix

* Legislature - The Hansard Report from the Cayman Islands Legislature can be obtained in full at <http://www.legislativeassembly.ky/portal/page-portal/legihome/businessproceedings/2004/5>. It is labeled "2004/5 Session". The Official Report known as "Hansard" is named after the family who established a reporting and publication system for the House of Commons in the early 19th century. The Official Hansard Report of the Cayman Islands is an impartial, accurate and permanent record of parliamentary proceedings.

* Audit - The Audit Report can be obtained directly in full at

<http://www.legislativeassembly.ky/portal/page/portal/lglhome/business/businessreports/yrport>. It is labeled "Report of the Auditor General Summer 2001"

* Moetiv8 Marketing Client list. The link below is for an archived version in case it gets removed.

<https://web.archive.org/web/20170326050614/http://moetiv8.com/clients.html>



The Health Insurance (Amendment) Bill 2005 report thereon

The Speaker: The Honourable Minister of Health.

Hon. Gilbert A. McLean: Mr. Speaker, I beg to report that a Bill shortly entitled A Bill For A Law To Amend The Health Insurance Law (2003 Revision) To Make Provision For The Imposition Of Administrative Fines; And For Incidental And Connected Purposes has been considered by a Committee of the whole House and passed with amendments.

The Speaker: The Bill has been duly reported and is set down for a third reading.

Suspension of Standing Order 47

The Speaker: The Honourable Minister of Health.

Hon. Gilbert A. McLean: Mr. Speaker, I beg to move the suspension of Standing Order 47 to allow the Health Insurance Bill 2005 to be read a third time.

The Speaker: The question is that Standing Order 47 be suspended to allow the Health Insurance Bill 2005 to be read a third time. All those in favour please say Aye. Those against, No.

Ayes.

The Speaker: The Ayes have it.

Agreed. Standing Order 47 suspended to allow The Health Insurance (Amendment) Bill 2005 to be read a third time.

THIRD READING

The Health Insurance (Amendment) Bill 2005

The Speaker: The Honourable Minister of Health.

Hon. Gilbert A. McLean: Mr. Speaker, I beg to move that a Bill shortly entitled The Health Insurance (Amendment) Bill 2005 be given a third reading and passed.

The Speaker: The question is that a Bill shortly entitled The Health Insurance (Amendment) Bill 2005 be given a third reading and passed. All those in favour please say Aye. Those against, No.

Ayes.

The Speaker: The Ayes have it.

Agreed. The Health Insurance (Amendment) Bill 2005 given a third reading and passed.

PRESENTATION OF PAPERS AND OF REPORTS

Report of the Standing Public Accounts Committee on the Auditor General's Summer 2001 Report, together with the Auditor General's Report

The Speaker: The Second Elected Member for West Bay and Chairman of the Standing Public Accounts Committee.

Mr. Rolston M. Anglin: Thank you, Mr. Speaker.

Mr. Speaker, I beg to lay on the Table of this Honourable House the Report of the Standing Public Accounts Committee on the Auditor General's Summer 2001 Report, together with the Auditor General's Report.

The Speaker: So ordered. Would the Honourable Member wish to speak thereto?

Mr. Rolston M. Anglin: Thank you, Mr. Speaker.

Mr. Speaker, following the last General Election it has been my distinct pleasure to serve, at the will of this Honourable House, as the Chairman of its Public Accounts Committee. This Report that has just been laid on the Table of this Honourable House is the Report of the Committee, but before my remarks on the Report it is important that I give explanation as to why one Member of the Committee was unable to sign the Report.

Mr. Speaker, as was the case in a number of previous reports that dealt with matters that covered the term of the Third Elected Member for Bodden Town's tenure in the Executive Council, quite properly, he made the decision to not be party to signing the Report as there could be a perceived conflict that he would have been a Member of the Executive Council at that time and now serving in a new class of legislators would have been a Member of the Committee and signed the Report.

Mr. Speaker, all Members of the Committee support the Honourable Third Elected Member's for Bodden Town decision and position on this matter and we fully agree with it. I might go on to add, Mr. Speaker, that that gentleman having the experience that he has, has been an invaluable Member of the Committee. He has been an exemplary in his participation and I have appreciated over these last four-plus years the guidance and sound wisdom that he has brought to me as Chairman and to the Committee.

Mr. Speaker, as that Member of the Committee knows (and as I believe all other Honourable Members of this Honourable House know and might not necessarily want to admit), when it comes to these sorts of things and my role as Chairman of this Committee there are no sides. This is not Government/Opposition, this is this House and representing this House well, to the best of our abilities.

Mr. Speaker, our reports have consistently been supported by the verbatim record of the witnesses that have come before us in conjunction with the findings in the Auditor General's Reports. Our reports do not have conjecture or supposition. They are based and grounded on facts. That is the reason, Mr. Speaker, I believe it has been easy to always elicit unanimous support for the reports of the Committee and to not have had any minority or dissenting report during my tenure.

Mr. Speaker, the functioning and reasoning of this extremely important Committee is founded within the Standing Orders of this Honourable House, and I believe in our time we have done well to carry out our important function. However, that has certainly not been without challenge. While the Standing Orders clearly outline the Committee's role, function and I believe all Honourable Members of the Committee clearly understand its mandate, there will need to be a continued emphasis on modernising the practices of the Committee. It will also have to involve taking a look at the services provided to that important Committee by this Honourable House.

In that vein, Mr. Speaker, I thought it appropriate to mention up front and to convey my thanks and the thanks on behalf of the Committee for the important step that has been made in these last four years in regard to the functioning and working of the Committee by the Legislative Assembly staff.

Mr. Speaker, we have been afforded the good fortune of having had assigned to us a staff member of this Legislative Assembly who principally deals and works with the Committee. While that is not her only function, when the Committee meets she has been assigned to work along with it. Mr. Speaker, I believe it is important for the record, and indeed I am in the final stages of preparing a modernisation document that I will be calling the Committee briefly for, to present to them and to have contained in our records which we hope that the next group of legislators after the next Election and the next Public Accounts Committee would take up and perhaps add to. A part of that would naturally involve getting the Committee to the stage that it does have a staff member that is assigned to it full time, that can do research on behalf of the Committee and write reports on behalf of the Committee.

Mr. Speaker, as I have explained at least once before upon presenting a report (but I will say it again because sometimes memories can be short and certainly as we all grow older they fade), it is quite important that we enhance that aspect of the functioning of the Committee, because part of our mandate is that we, the Committee, would consider the Auditor General's Report and if we think fit, call witnesses to better be informed to formulate our own report. As it currently stands, we do have the Audit Office provide us with a first draft of our report. However, unlike as we understand it at prior times, where that office would also be involved right up to produc-

ing the final report, we took a decision from day one that we would accept that existence which is very invaluable to us as legislators who are busy with our constituents and other legislative matters. However, once that first draft is received we get the electronic copy and we then consider, deliberate, amend and produce the final draft ourselves. So the task of having to do a lot of editing has inevitably fallen on me as Chairman of the Committee. While I have happily done that over the past four-plus years, I think all of us would agree that the better system would be for us to have a staff person assigned to that important Committee and carry out those sorts of what would be considered secretarial functions to the Committee.

Mr. Speaker, I have one other bit of house-keeping that I think is pertinent and necessary before delving into this first report. That is my great surprise and disappointment several weeks ago when two Honourable Members of this House, namely the Leader of the Opposition and the Second Elected Member for George Town found it necessary and prudent to go to the Press and to be quoted as saying that they had lost faith in this important Committee.

Well, I, as Chairman, took great umbrage to those charges because as Members of the House I would have expected that those Honourable Members would have had the courtesy to write me as Chairman to express their concerns and to explain why they had lost confidence in the Committee. Was it lack of confidence in the Chairman, or the Committee generally which includes two Members from the Opposition, namely the Elected Member for East End and the Third Elected Member for Bodden Town. Mr. Speaker, I would therefore had anticipated coming to this sitting of the House a no-confidence motion to have been brought in the Committee if they saw it fit to say in the press that they had lost confidence in the Committee. However, I should not have been surprised to have seen no such action.

Mr. Speaker, I believe that being that the Election is close we will see this sort of grandstanding and we will see the sort of charges laid without people taking up all the responsibility and obligations that they have to do something about it. Mr. Speaker, it may be said that a Motion was not brought because the Government has the majority and it would not have passed, but I believe that if any Honourable Member of this House does not have confidence in any standing committee of this House, it is important for them to inform the House and have the matter debated and aired, reasons given and a resolution to the matter sought, not to have those sorts of comments made in the press.

Mr. Speaker, I believe this has been a good Committee. I believe we have worked well together. I believe that I have always ensured that politics remain outside the doors of the Public Accounts Committee. Perhaps they may wish to discuss that matter with their colleagues, and I believe that will be the

same thing said to them by their colleagues who serve on the Committee.

Mr. Speaker, I want to remind Members of this House and members of the public that it is not just this Committee that can ask for investigations by the Audit Office. Any Honourable Member of this House has the right to request a report or an investigation by the Audit Office. In fact, we have had instances where the Audit Office has taken up special investigations on the basis of information that has been provided to them by the general public. So I believe that the state of the Public Accounts Committee and its workings with the Audit Office are alive and well and robust.

Mr. Speaker, to end on that note, as Chairman I apologise to the Honourable Member for East End and the Third Elected Member for Bodden Town for those charges that were made in the press because I believe that any reflection that those comments would have had on them would be what is deemed "friendly fire" and them being caught in the way of such.

Mr. Speaker, I am yet to hear officially from any Member of this House in regards to the functioning and workings of the Public Accounts Committee, and therefore I express to this House my concern for Members of this House who would see fit to go to the press and lay what I believe to be unsupportable charges and allegations toward the Committee, which I believe to be principally directed toward me as Chairman but being done in such a way as to not care about how those charges would reflect upon all Honourable Members of this Committee.

Mr. Speaker, turning to the Report of the Standing Public Accounts Committee on the Auditor General's Summer 2001 Report of the Cayman Islands Government, Members will find the usual and customary information on the first five pages. However, the Report starts in earnest on page 6 and I might also indulge Members for me to repeat, as I have done before, that in conformity with the National Strategic Plan for the Cayman Islands/Vision 2008 the Public Accounts Committee is committed to strategy 8 – open and accountable Government, in particular action plan 2 – to ensure that public finances are managed prudently and that disclosure and reporting standards provide timely, reliable, relevant and understandable information to legislators and the community.

Mr. Speaker, this Report (which I might add had work started in it by the Audit Office from 1999) had bits and pieces that had already been completed when we were elected. So the information contained in the Report focuses primarily on 1998, 1999 and 2000. Mr. Speaker, the significant findings and recommendations of the Committee start on page 7. I must say that Part I, which deals with the Department of Tourism, was a very difficult audit report for us to report back to this House. By the time we got our

hands on the actual Auditor General's Report which I just tabled—

The Speaker: Honourable Member, I enquire as to whether you propose to be speaking for a while longer, and if so, I would recommend that we take the luncheon break at this time since you have another report to lay.

Honourable Members, we will take the luncheon break at this time and I ask that you return at 2.45 pm.

Proceedings suspended at 1.25 pm

Proceedings resumed at 3.19 pm

The Speaker: Please be seated. Proceedings are resumed.

Honourable Members, you will notice that Inspector Blackman is filling in for Mr Walsham this afternoon. It is nothing new for Mr. Blackman and he seems to have caught onto it very quickly. Just to let you know, Mr. Walsham is not feeling too well this afternoon, so he has gone to get treatment and Inspector Blackman will be filling in for the afternoon. We have taken him through the drill, so I am sure that he will be able to take care of anything that comes up that falls under his duties.

The Second Elected Member for West Bay continuing.

Mr. Rolston M. Anglin: Thank you, Mr. Speaker. It would be remiss of me, being the Member speaking, if I did not wish Mr. Connolly a speedy recovery on behalf of my colleagues in the House.

Continuing with the significant findings and recommendations of the Public Accounts Committee. Part 1 of the Summer 2001 Report of the Auditor General.

"PART I

DEPARTMENT OF TOURISM

This was a most difficult audit report to have to report on. It had everything, "he said -- she said", finger pointing, senior level staff not speaking to each other, Executive Council directives, contracts not being tendered, contracts awarded but [not] in writing, accusations of high level corporate espionage, accusations of sexual harassment being covered up, subversion of the Legislative budget process and [accusations of] gifts and other expenditures being hidden. Put bluntly in certain instances it was impossible for the Committee to conclusively report to the House on a number of important points. It was felt that the safest course of action was simply to report what the Auditor General's Report stated and what the various witnesses said.

The Committee was amazed at the depth of the problems uncovered by this audit. The main items that are expounded upon late in this report were:

1. Unclear authority within the Department of Tourism
2. Incorrect Tourism Arrival Statistics
3. Entry into Argentina by the Department of Tourism
4. Contracts being awarded outside the requirements of the FSRs [Financial and Store Regulations]
5. Lack of accountability in relation to the PR [Public Relations] Agency used by the Department of Tourism
6. Spending outside the spirit of the budget
7. Ineffective public relations
8. An expired Tourism Management Policy
9. Cost of attracting visitors
10. Location for global Department of Tourism meetings

As result of this report and the testimony of the witnesses it was clear that the Department of Tourism was in desperate straits during the late 1990s through 2000. The then Minister of Tourism, Mr. Thomas Jefferson, OBE, JP nor the then Permanent Secretary, Mr. Harding Watler was able to solve these problems. In fact the intervention of the then Minister of Tourism only seemed to make a bad managerial situation worse.

Due to the controversial, and sometimes incredulous, nature of the report we invited the then Director of Tourism, Mrs. Angela Martins, the then Permanent Secretary with responsibility for Tourism, Mr. Harding Watler and the then Director of US Sales and Marketing, Mr. Phil San Filippo to appear before the Committee as they were the public officers responsible for the items contained in the report. Though an unusual practice it was felt that this was necessary for ascertaining the facts and allow the Committee to meaningfully report to the House.

All three appeared before the Committee and each offered invaluable testimony. The then Director of US Sales and Marketing, Mr. Phil San Filippo travelled from overseas to appear before the Committee.

The Committee has had to provide names of individuals, versus their titles, more often [than] it would have liked, but this was the only way to avoid confusion with the persons who now occupy those posts and carry these titles, given that some four years has passed.

Summarized Background Information

In the Auditor General's 1995 Report on the Department of Tourism [DOT], he mentioned

that a Director of Tourism was appointed and additional specialist support staff engaged. In addition joint Government-private sector promotions were being undertaken, something that had not been done in the past. One of the main objectives at that time was to return strategic control to the Grand Cayman head office and to develop adequate management systems in all DOTs' offices.

During 1998 through 2000 DOT was in the process of recruiting a new Director of Tourism, and the Deputy Director, who had recently joined the organisation, had vacated his post. In addition, the Director of Sales and Marketing for the US region was fired and a Caymanian was appointed to the post.

Strategic control, previously transferred to Grand Cayman head office in 1995, seemed to have shifted gradually back to the Miami Administration Office in 1999. A public relations audit was carried out on the DOT by a consultant in 1999. The consultant reported a communication breakdown between the key players in the DOT and friction between the Ministry, the DOT and the Miami Administration Office 2001. Private sector partners had recently learned that the tourist arrival figures reported by the DOT since 1994 were overstated. The Department faced challenging times ahead, and with the slowing US economy in 2001, the performance of our main market was of major concern to the incumbent Government.

Policy and administrative responsibility for tourism is assigned to the Ministry of Tourism, Environment and Transport ("the Ministry"). The Department of Tourism (DOT) was established by the Tourism Law, 1974 (1995 Revision). DOT is the executive agency of government charged with the responsibility for the implementation of tourism policies established by the Government through the Ministry. The Department is responsible for the marketing of the Cayman Islands as well as product regulation and development, information management and research and policy advice to the government. Its mission was: *"To foster sustainable tourism development, which ensures a lasting high quality of life for all who live in and visit the Cayman Islands"*.

Location and Staffing

The main office for the Cayman Islands DOT is located in Grand Cayman and consists of six units, namely Marketing and Promotions, Tourism Development Services, Public Relations, Research and Statistics, Information Systems and Finance and Administration. At the time the Department also had five regional offices and five resident representatives / sub offices in the United States and one regional office in the United Kingdom, plus representations in Canada, Germany, Italy, France, Argentina and Spain. The Depart-

ment also had an office in Japan which was closed in 1998. Regional offices in the USA comprised Miami, Chicago, New York, Los Angeles and Houston; USA sub-offices were Tampa and Atlanta, Dallas, Boston and Baltimore and San Francisco (closed in 1998). DOT also had representative offices in a number of countries.

The Department is headed by a Director of Tourism who reports directly to the Permanent Secretary, Ministry of Tourism, Environment and Transport. She is assisted by the Assistant Director Finance and Administration. The Director of Tourism was also assisted by the Assistant Director Marketing and Promotions. This post became vacant in March 2000. It was upgraded to Deputy Director of Tourism and was filled in January 2001. The new Deputy Director of Tourism resigned from the post in June 2001. The Department employed approximately 85 individuals, 30 in Grand Cayman and 55 in the overseas offices.

Administrative Control

The Miami Office served as the administration centre for the U.S. sales offices and therefore handled all their administrative functions. Prior to May 1999 the heads of regional offices reported to the Assistant Director, Marketing and Promotions who in turn reported directly to the Director of Tourism in Grand Cayman. Advertising and public relations firms also reported directly to the Assistant Director, Marketing and Promotions at the Grand Cayman office. A new Director of Sales and Marketing, Mr. Phil San Filippo, was employed from 1997 for the US region and the Ministry delegated these functions to him. This post was vacant during the preceding two years. The Director of US Sales and Marketing was fired from this post in January 2001. This post was filled by a Caymanian, Ms. Pilar Bush, in February 2001. She was forced to work from the Grand Cayman head office for some time due to work permit delays in the United States.

Expenditure Profile

The Department's cash operating expenses for 1999 and 2000 were \$20.6 million and \$21.6 million respectively. Budgeted 2001 expenditure was \$19.8 million, of which \$5.3 million was allocated to the overseas offices for operating expenses. In addition, the Miami Administration Office was in charge of the advertising budget of \$7.3 million.

Main Issues

Administrative and Budgetary Control within DOT

In April 1999, the Ministry of Tourism decided that to provide for a more effective and efficient implementation of its policies, it was necessary to integrate the marketing, promotions, advertising and public relations activities of the Department world-wide. To achieve this, the Ministry developed ten objectives for the Department, two of which directly affected the relationship of the overseas offices with Grand Cayman:

- "The Ministry expects that the overseas senior managers in the USA, Canada and the UK & Europe would be given the freedom to direct the public relations and advertising programmes in their respective areas of responsibility."
- "The Ministry expects that Head Office in Grand Cayman would therefore concentrate on the global picture, leaving the details of each particular region to be managed by the respective senior manager, with them being held fully responsible and accountable to the Head Office."

The decentralisation of the marketing functions of the Department meant that the then Director of US Sales and Marketing, Mr. Phil San Filippo effectively gained control over the advertising, collateral and photography budgets in addition to the funds in the budget for overseas operations. As a result, the Director of US Sales and Marketing controlled a budget in excess of \$16 million since 1999. This control over the major part of the budget, coupled with the increased level of autonomy given to the Director of US Sales and Marketing, led to a transfer of strategic control to the Miami Administration Office.

In essence the Director of Tourism Mrs. Angela Martins had a greatly diminished role. Approximately 80% of the department's budget now resided under the firm control of the Director of US Sales and Marketing. He also had the freedom to direct public relations and advertising programmes in the US.

When asked directly whether this transfer that was articulated in the Auditor General's report was an accurate representation of the facts, the Director of Tourism confirmed this. She also confirmed that there was open tension between herself and the Director of US Sales and Marketing. It was also revealed that the Director of US Sales and Marketing did not report to the Director of Tourism or the then Permanent Secretary, Mr. Harding Water. The Permanent Secretary also pointed out that he had a multi-subject Ministry to run along with other crises such as Pedro Castle, for which he acted as Manager at one point! He

was emphatic that senior level managers should be professional enough to sort out their own . . . personal issues. The management of this Ministry was fraught with weaknesses and significant failures.

The Permanent Secretary made it abundantly clear that he was not responsible for this shift in authority and budget control. He stated categorically that it was the "political" side of the Ministry that made these decisions via EXCO. The Minister at that time was Mr. Thomas Jefferson, OBE, JP.

The Director of US Sales and Marketing had a very different story to tell as he insisted that he reported to the Director of Tourism and that was "his boss". He reported during his tenure with the department he was often left out of major decisions and was not consulted over matters within his remit. He acknowledged that the Minister of Tourism did indeed intervene. His interpretation of the intervention was principally to ensure that regional managers had authority over their areas, but ultimately required final approval from the Director of Tourism. He reported that the Director of Tourism was extremely angry over this directive from Executive Council.

Neither of the two senior-most managers at the Department of Tourism knew who was in charge after this directive. Obviously someone had to be in charge and someone had to execute tourism business.

The successor Permanent Secretary, Mr. Charles Clifford, confirmed that the current arrangement is quite clear and conforms to the Tourism Law 1974 (1995 Revision) and what is accepted practice. He stated that, "ultimately the minister is responsible to the country for his tourism policies, but as far as implementation is concerned, administratively, the permanent secretary is ultimately responsible".

He stated that the minister initiated policy and that in his tenure the director of tourism was responsible for the implementation of this policy. He testified that the Director of Tourism reported to him, that is during his tenure. He went on to explain that despite the language in the Tourism Law, he felt that the current arrangement conforms to this Law.

Tourism Air Arrival Statistics

In April 2001, the Audit Office found that tourist air arrival figures had been materially overstated since 1994, mainly through the misclassification of returning residents as tourists. Management was aware of this problem since 1997 but the then Hon. Minister, Mr. Thomas Jefferson, OBE, JP instructed the DOT to take no action.

It should be noted that this issue runs much deeper than just giving the public false in-

formation. Many people who make their livelihood in the tourism sector utilize these figures to make business decisions.

The then Director of Tourism, Mrs. Angela Martins indicated that the issue was one that actually involved the programme utilised by the Department of Immigration and that she had brought the issue to the attention of the Ministry.

Some of the arrival traffic that was counted was persons visiting friends or family (VFRs) who are residents of the Cayman Islands. They make a positive contribution to the economy of the islands.

Revised air arrival figures have been produced and disseminated to the public. Currently such information is available on the DOT's website.

Failed Investments

The decision to enter certain markets by the DOT came as a result of directives from the "political" side of the Ministry of Tourism. The then Director of Tourism, Mrs. Angela Martins reported that she was not consulted on the final decision to enter the Argentinean market. The lack of a feasibility study along with directives coming from non-technical staff resulted in entering a market that proved to be non-viable and a poor investment for the Cayman Islands. The DOT was unable to quantify the amount of expenditures in the Argentina and Spain and Portugal markets or to quantify the effectiveness of its public relations, marketing and promotional efforts there.

This again pointed to a lack of strategic leadership. The then Minister, Mr. Thomas Jefferson seemed to take on key decisions without tangible consultation with the Director of Tourism. The then Permanent Secretary, Mr. Harding Watler also made it abundantly clear that . . . neither the administrative side of the Ministry nor the DOT was responsible for this decision to enter this market. It was decided at the policy level.

The Director of Tourism reported that she was again not adequately consulted or involved in the final decision as to whom the Cayman Islands would engage, that is hire, as the agency to direct its efforts in Argentina.

The then Director of US Sales and Marketing, Mr. Phil San Filippo was given responsibility for the Argentina market.

The Director of US Sales and Marketing reported that the idea of opening an office in Latin America, specifically Argentina, was mentioned to him during his first week on the job in September 1997. He stated that the then Manager of Promotions for the US had submitted a proposal for opening this office to the Director of Tourism. He also stated that the Director of Tourism instructed him to arrange a fact finding mission to Argentina.

They were very impressed with S&S Representatives who [were] used as they were recommended by the then Manager of Promotions for the US.

None of the technocrats took responsibility for the decision to enter Argentina. Ultimately the buck stops at the policy level.

Non-Compliant Awarding of Contracts

Generally, controls over the awarding and management of contracts were weak. Prime examples are the Fulfilment Contract, the Romance Brochure Contract, the Magazine Advertising Contract and the Co-operative Advertising Arrangement.

The then Director of US Sales and Marketing, Mr. Phil San Filippo made it quite clear that he was not familiar with the FSRs nor specifically their requirements related to the award of contracts. He claims that he was often instructed as to how matters were to be handled on a case-by-case basis.

The Director of Tourism, Mrs. Angela Martins testified that he should have known as she arranged workshops on FSRs and Cayman Islands practices for all overseas staff.

The Fulfilment Contract

By way of background, this contract was one that resulted in the outsourcing of the storage and distribution of Cayman Islands tourism collateral material. This by no means was an insignificant shift in policy.

The then Director of Tourism, Mrs. Angela Martins reported that she had no authority over the contract and was not involved in its development or award. The then Director of US Sales and Marketing, Mr. Phil San Filippo testified that the Director of Tourism approved the final product. It was he who actually signed the contract with the service provider.

This contract was awarded absent any tendering process.

It should also be noted that there were no control mechanisms in place that would allow DOT to monitor the actual distribution of any collateral material by the service provider. They were at the mercy of the honesty of the service provider when it came to the quantities that they distributed, and ultimately billed DOT for.

This system cost US\$673,039 from February 1999 through March 2001, which is an average of some US\$25,886 per month!

The Romance Brochure Contract

This contract was awarded to a company owned by the wife of the then Director of US Sales and Marketing, Mr. Phil San Filippo. To compound

matters this work was carried out without a written contract in place and it was not awarded through the formal tendering process.

The Director of US Sales and Marketing testified that this project was ongoing when he arrived at DOT. He went on to say the then Director of Tourism, Mrs. Angela Martins approached him in regard to using his wife's company. Be that as it may he will have been aware that any contract granted to a related party, especially as close as his wife, would at a minimum be subject to scrutiny and raise suspicions.

He stated that the Grand Cayman Head Office negotiated the contract and he took a hands off approach.

It should also be noted that the audit office noted that during their work the payments made to a subcontractor of this work was made with his signature as approval. These payments were extremely large (US\$ 70,092 and 70,781) and caused significant cash flow problems as they flowed through the imprest float account.

Once again the governmental administration of Tourism was clouded by suspicion and poor judgement.

Co-Operative Advertising Contract

Again there was [no] tendering process and no written contract in place. Between 1997 and 1999 a local hotel operator was paid C1\$89,317 for television advertising for certain charter flights. In fact the audit revealed that there was a verbal arrangement between the then Minister of Tourism, Mr. Thomas Jefferson and the beneficial company. This was verified by the then Director of Tourism, Mrs. Angela Martins.

Proper invoices were not submitted to DOT. Payments were made based on letters from the operator and copies of television advertising invoices. To make matters worse the audit work led the Auditor General to conclude that an overpayment occurred as the letters received from the operator stated that 50% should be paid but in fact the entire amount was paid.

This was a highly unusual and inappropriate arrangement. This demonstrates poor financial management for the Minister to instruct the expending of public funds under such cloudy circumstances.

No Formal Evaluation of the Advertising Agency

One media house had represented the DOT over the past 12 years and business to the value of approximately \$78 million was placed with this agency. Based on audit work carried out, there was no evidence to indicate that the performance of the advertising agency was ever evaluated to determine the effectiveness and

whether the country was achieving good value for money.

This again demonstrates a lack of good management practice.

Lack of proper accounting

Based on audit enquiries, the audit office believes that the total cost of travel, subsistence and entertainment may be approaching \$1.5 million each year. DOT staff, both local and overseas spends a significant amount of their time on official travel. It was noted that official travel was being incorrectly budgeted and coded under other expenditure headings, grossly understating the true expenditure in this area.

Given the fact that this sector relies greatly on relationships significant travel is expected. What was unfortunate was the lack of accountability and transparency in this area. The Legislative Assembly voted certain sums of money and was not aware of the true expenses incurred in this area.

The then Director of US Sales and Marketing, Mr. Phil San Filippo testified that he was told to pay for certain expenditures for members and staff at the Grand Cayman Head Office as they would not be able to get them approved otherwise. This was an obvious attempt to circumvent the rules good governance and transparency in the budget process.

Ineffective Public Relations

An audit of the DOT public relations program revealed this program was generally ineffective. However, most disturbing from the audit findings was the fact that there existed open conflict between the US DOT office and the Grand Cayman Head Office.

As previously mentioned the budget and strategic direction of approximately 80 percent of the department's budget had been transferred from Head Office in Grand Cayman without the approval or input from the then Permanent Secretary, Mr. Harding Watler. It was also found that the Public Relations ("PR") Unit of DOT had a dysfunctional working relationship with the PR Agency!!

This dire state of affairs would have likely contributed to the state of tourism in 2000.

Lack of Updated Tourism Management Policy

The 1995-1999 Tourism Management Policy documents, which provided policies, strategies and implementation guidelines for the management of tourism in the Cayman Islands, expired in 1999. The new five-year tourism policy was only approved in February 2003.

When the then Minister demitted office in 2000 there was no formal process for updating the all important Tourism Management Policy.

Cost of Attracting Visitors

The cost of attracting visitors to these Islands have been on the rise since 1996 and with the exception of Bermuda, the Cayman Islands showed the highest cost per visitor in the region. Given all of the other issue[s] outlined above this is an expected by-product.

This number in and of itself is not meaningful. It must be reviewed in the context of this type of visitor we try to attract to these [I]slands and the manner in which you have to go about marketing to them.

Location for Global Meetings

The meetings for the DOT global meetings were not strategically located. In fact the then Director of US Sales and Marketing, Mr. Phil San Filippo testified that the decision to go to Lake Tahoe was made when he, on a whim, recommended this to the then Minister of Tourism, Mr. Thomas Jefferson and the then Director of Tourism, Mrs. Angela Martins. He reported that he was stunned when they agreed with no thought or research going into such an important decision.

This is a significant weakness in the decision making process.

CAYMAN ISLANDS RESERVATIONS SYSTEM (CIRS)

None of the Committee's recommendations made previously were considered or implemented by the DOT. Considerable sums continued to be expended on CIRS each year, without much regard to securing value for money and the avoidance of waste. Over the period 1986 to 1999 the CIRS has made losses of approximately \$3.4 million. Only a few properties realistically rely on CIRS services to generate hotel bookings. The entire CIRS business process is outdated, inefficient and ineffective.

RECOMMENDATIONS

The Committee makes the following recommendations:

1. *That the tourism management policy should always be current so that the policies, strategies and implementation guidelines can be used effectively for the management of tourism in the Cayman Islands.*
2. *That tourism statistics are accurately reported since the Government and the business community rely upon this in-*

formation for decision-making purposes. The DOT also uses this information to measure and evaluate their performance against their budget and how these compare with other similar destinations.

3. That systems and procedures are put in place to report expenditures in the various markets to attract visitors (cost per visitor) so that this information can be compared with other destinations to determine the effectiveness of DOT's activities.
4. That feasibility studies are carried out before entering any new market and accountability arrangements are in place to assess the performance of these market.
5. Controls over the awarding and management of contracts are observed so that value for money is realised on these arrangements by the Government.
6. Reporting lines and accountability arrangements are made very clear to all employees of DOT so that the possibility of communication breakdown can be kept to a minimum.
7. The cost of travel and subsistence expenditures should be properly budgeted and reported against so that legislators are made aware of these amounts. The Ministry and DOT pay special attention to this category of expenditure in future years with the objective of securing value for money.
8. The necessary financial and operating controls should be implemented in the new administration office in New York so that it is properly directed, controlled and held to account.
9. That all major arrangements entered into with service providers be supported by a written and signed contract
10. Any significant global meetings held outside the Cayman Islands should be held in a strategic location that would offer other benefits related to our tourism product.

The Committee is aware that the operation of the CIRS has been closed. Information relating to tourists coming to these Islands is valuable to our competitors and this asset must be protected. This should be taken into consideration when entering into arrangements with contractors in future.

Continuing on, "Part II, Public Works Department – Roads"—

The Speaker: Honourable Member, if I may ask. Is it your intention to read the whole report of the Public Accounts Committee into the *Hansard*? I understand that it is the will of the House to adjourn at 4.30 this afternoon and return on Wednesday, so I am just letting you know what information was passed on to me, if you could just say how much more you plan to read into the *Hansard*.

Mr. Rolston M. Anglin: Mr. Speaker, I am going to read the remainder. I think I have been going at a reasonable pace and I might be able to finish in that time.

The Speaker: Thank you. Please continue.

Mr. Rolston M. Anglin:

"PART II

PUBLIC WORKS DEPARTMENT - ROADS

Expenditure on roads forms a significant portion of Government's capital budget. These expenditures have increased from \$5.2 million in 1996 to \$16.7 million in 2000, representing 43.3% of capital expenditures in that year. This was the highest over a five year period. The effect of the lack of planning was evident in 1999 when rushed prepayments were made for roadwork in November/December. Some of these works were not completed until late in the year 2000. In the latter part of 2000 new resurfacing projects in excess of \$7.0 million were approved. These jobs were executed in a rushed manner. Failure to plan roadwork properly – resurfacing and development – may result in inefficient expenditure on such projects. There are also social costs involved with traffic disruptions, business interruptions, etc.

The Committee acknowledges that road works is an essential part of the infrastructure of these Islands which must be improved and maintained. However such improvements and maintenance must be properly planned, costed and included in the annual budget documents for approval by the Legislative Assembly. Road works that are rushed lead to many problems including incurring excessive costs, poor workmanship and not carrying out work where it is most needed.

The lack of a National Roads Plan has also contributed to significant problems.

Main Issues

Lack of National Roads Plan

This was mentioned in the 1999 Auditor General's report. It is repeated this year as a result of unplanned roadwork executed during the year. As a result, there was no comprehensive and

Beth Mohr

From: Karla Walton <kwalton@las-cruces.org>
Sent: Friday, March 1, 2019 10:55 AM
To: Philip San Filippo
Subject: Fw: Datelines (My Work Calendar)
Attachments: Capture.PNG

Phil,

Here is a thread between Jamila and I after I felt I couldn't continue working the unrealistic datelines and weekends. Originally I was supposed to film the Lobos game on Sunday but after my complaint that one got removed. She screenshot the work calendar that she uses to give me the assignments.

Karla Walton

Multimedia Specialist/Visit Las Cruces/Economic Development Department
Direct: 575-541-2082 Main: 575-541-2444 Cell: 915-449-0880
336 S. Main Street, Las Cruces, NM 88001
Proud recipient of DMAI accreditation



From: Jamila Gilbert
Sent: Wednesday, September 12, 2018 7:09 PM
To: Karla Walton
Subject: RE: Datelines

That was a much longer meeting than usual and we covered a lot of ground on upcoming projects so I'm consolidating it here with the current workload at-a-glance.

Many items on the Vid Project List are pre-prod items that can sit until Jan/Feb (those NACTA vids) which is great. We will continue to touch base daily on video and shoot status, and weekly on that week's prioritization.

For those videos that Rochelle and I will include in our PP for next week's meeting, we are really highlighting any recent events/upcoming events/new developments. Please shoot me over stills/photos of the convention center ground breaking, and let me know when those pics from Friday's Prado event are up on the H drive! I should have the M2M Commercial and Prado teaser in WeTransfer still, unless those expire.

I'll be getting you over some fashion images of the merchandise for inclusion in the CMF Sponsors Loop, as well as any final sponsors. I'm checking with Chris on when/how we normally ask commercials be delivered from sponsors.

EXHIBIT 77

Can you make the update to the original 30 second video to display "Fun Run" instead of half-marathon that starts off with "The LCCMF returns..." Let's condense it slightly smaller than 50MB too so it doesn't give us any trouble on AdWallet.

This weekend:

- **Friday** Pops Under the Stars – We'll reserve a ticket for you! Both footage + images*
- **Saturday** White Sands for the Hot Air Balloon Invitational – As we discussed Vero is doing your travel form, you will take the van, and pay with petty cash to enter the park (please bring back the park receipt). In addition to footage, please take some evergreen images*
- **Saturday** Aggie vs Lobos game—I'll take along the Canon camcorder and take some video footage of the crowds tailgating.

*Possibly some long exposures? Some time-lapses? Both will be some visually stunning events so I'm excited to see what you come up with!!

Thanks!

Jamila Gilbert

Director of Marketing & Communications / Visit Las Cruces / Economic Development Department
Direct: 575-528-3786 Main: 575-541-2444, jjgilbert@las-cruces.org



From: Jamila Gilbert

Sent: Saturday, September 8, 2018 4:22 AM

To: Karla Walton <kw Walton@las-cruces.org>

Cc: Jen Bales <jbales@las-cruces.org>

Subject: Re: Datelines

Let's set up a time to discuss upcoming workload mid next week when it's convenient for the three of us to meet up.

Thank you,
Jamila

On Sep 8, 2018, at 4:16 AM, Karla Walton <kw Walton@las-cruces.org> wrote:

Good morning ladies

It's 4 am in the morning, I have been working 20 hours straight and I just finished the M2M commercial to be posted on Facebook and YouTube. I'm extremely tired and I still have to cover the Kick off event later today.

I'm sorry but I can't continue with this datelines, they are unrealistic.

Can the 3 of us figure something out so I have more time to edit my projects?

Video is extremely detailed and not only requires time to cut the clips, do audio design and color correct; but also the computer needs to render.

Karla Walton

Multimedia Specialist/Visit Las Cruces/Economic Development Department

Direct: 575-541-2082 Main: 575-541-2444 Cell: 915-449-0880

336 S. Main Street, Las Cruces, NM 88001

Proud recipient of DMAI accreditation

«Outlook»ds2ygja.png»

VIDEO PROJECTS 2018

PROJECT	DURATION	FOR	FORMAT	DEADLINE	EXTRAS
CMF Randy Houser + Sawyer Brown	15 sec	CVB	MP4/MPEG		
CMF Line Up Pandora (AUDIO)	30 sec	CVB	WAV		
CMF Dwight Yoakam	15 sec	CVB	MP4/MPEG		
CMF Sunday Funday	15 sec	CVB	MP4/MPEG		
CMF Giddy Up Gallop Race	30 sec	CVB	MP4		Waiting
CMF Merchandise - Adult Clothes (Shoot)	30 sec	CVB	MP4/MPEG		CLC Call for Models - Adult Merch scheduled to be in 9/4
Pogo Under the Stars Shoot		CVB	MP4		September 14 7:30pm-11:30pm
Sports: Aggie vs Lobos (Shoot)				September 15	
White Sands Hot Air Balloon (NACTA)		CVB + NACTA	MP4	September 15	7:00 am - 5:00 pm
NM Fair (NACTA)		CVB + NACTA	MP4	NACTA video	Sept 20-4:00 PM
Mesilla Valley Corn Maze (NACTA)		CVB + NACTA	MP4	NACTA video	Sept 29-5:00 PM
NACTA VIDEO					March 2019
Movers & Shakers (Heritage Series)	20 min/Episode	ED	ESCTV		Phil (John Paul Taylor/Barbara Hudson/Mark Medoff/Gorey Carr/Good/Phib Ladies)
Convention Center Expansion Newsletter	As needed	CVB	MP4	7	Albert Newsletter
VLC - White Sands (Shoot)		CVB		September	CLC Call for Models
Sports: USSSA Slow Pitch (Shoot)				Oct 5-7	
White Sands Truck Show				October 7	
VLC - Monsoon Timelapse (Shoot)				End of October	
CMF Shoot (October 19-21)		CVB	MP4		October 19-21
CMF Sponsors Loop	As need it	CVB			
CMF Recap		CVB	Mp4		
Sports: Special Olympics of NM (Shoot)				Oct 26-28	
Sports: LCHS vs. MHS (Shoot)				November 2	
Mesilla Dia de los Muertos (NACTA) Shoot		CVB+NACTA	MP4	November 2	November 2
Space Festival	CVB			March 1	Event April 11-14 (shooting)
Space Festival Commercial	CVB		MP4		
CMF KVIA	30 sec	CVB	MP4		

Thursday, November 01, 2018



November 2018

December 2018

S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

Ro - Out Sick

Hilary

- 5a
- 6a
- 7a
- 8a
- 9a
- 10a
- 11a
- 12p
- 1p
- 2p
- 3p
- 4p
- 5p
- 6p
- 7p
- 8p
- 9p
- 10p

Jamila/Chris - Theatre Thursdays with BravoMic
BravoMic CVB Main Calendar

Albert: City Hall, Ramada, Sleep Inn, Comfort Suites

Veronica - Flex CMF
4 Hours

Jen - Baca / Ribbon
Cutting
Roadrunner office

Sergio
Out

Chris - meeting with Edi

Sonia
Appt.
CVB Main Calendar

Ed- pick up daughters

Chris - Meeting with Jar

Jen & Jamila - Space
Festival Meeting
Little Toad

2018 CMF
October 19-21

Gail Estell

From: Leslie Gabaldon <lgabaldon@las-cruces.org>
Sent: Wednesday, May 22, 2019 4:55 PM
To: Gail Estell
Subject: FW: Flex

Please see below e-mail thread.

Thank you,

Leslie Gabaldon

Administrative Assistant/Economic Development/Visit Las Cruces
Direct: 575-541-2233, Main: 575-541-2444, lgabaldon@las-cruces.org



From: Leslie Gabaldon
Sent: Tuesday, January 29, 2019 12:00 PM
To: Jen Bales <jbales@las-cruces.org>
Subject: RE: Flex

Thanks!

Leslie Gabaldon

Interim Administrative Assistant/Economic Development/Visit Las Cruces
Direct: 575-541-2233, Main: 575-541-2444, lgabaldon@las-cruces.org



From: Jen Bales <jbales@las-cruces.org>
Sent: Tuesday, January 29, 2019 11:59 AM
To: Leslie Gabaldon <lgabaldon@las-cruces.org>
Subject: RE: Flex

yes

Jennifer Bales

Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Leslie Gabaldon <lgabaldon@las-cruces.org>
Sent: Tuesday, January 29, 2019 11:28 AM

To: Jen Bales <jbales@las-cruces.org>

Subject: Flex

Hi, Jen:

I never wound up using my 3 hours of flex time from working the Art Rambie at RGT since my daughter got sick. Is it okay if I use that this Friday to leave early? Vero said she can cover Sonia's lunch. I put it on the calendar, but I can delete if not okay.

Thanks,

Leslie Gabaldon

Interim Administrative Assistant/Economic Development/Visit Las Cruces

Direct: 575-541-2233, Main: 575-541-2444, lgabaldon@las-cruces.org



Gail Estell

From: Leslie Gabaldon <lgabaldon@las-cruces.org>
Sent: Wednesday, May 22, 2019 4:54 PM
To: Gail Estell
Subject: FW: CMF Flex Time

Please see email thread below.
I will look for any more of these that I may have.

Thank you,

Leslie Gabaldon
Administrative Assistant/Economic Development/Visit Las Cruces
Direct: 575-541-2233, Main: 575-541-2444, lgabaldon@las-cruces.org



From: Jen Bales <jbales@las-cruces.org>
Sent: Monday, October 22, 2018 12:13 PM
To: Leslie Gabaldon <lgabaldon@las-cruces.org>
Subject: RE: CMF Flex Time

Ok – sounds good

thanks

Jennifer Bales
Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Leslie Gabaldon
Sent: Monday, October 22, 2018 12:11 PM
To: Jen Bales <jbales@las-cruces.org>
Subject: CMF Flex Time

Hey, Jen,

CMF 2018 Worked Hours 20.00

Friday 5:00 pm – 11:45 pm (6.75 hours)
Saturday 3:00 pm – 8:15 pm (5.25 hours)
Sunday 10:00 am – 6:00 pm (8 hours)

Is it okay if I take flex time on these days?

If it's okay, I will add to CVB main calendar.

Thursday, October 25 th	8:00 hrs.
Wednesday October 31 st (out at noon)	4:00 hrs.
Friday November 2 nd	8:00 hrs.

Thanks,

Leslie Gabaldon

Interim Administrative Assistant/Economic Development/Visit Las Cruces
Direct: 575-541-2233, Main: 575-541-2444, lgabaldon@las-cruces.org



Gail Estell

From: Leslie Gabaldon <lgabaldon@las-cruces.org>
Sent: Wednesday, May 22, 2019 4:57 PM
To: Gail Estell
Subject: FW: CMF Flex Time

Please see below.

Thank you,

Leslie Gabaldon
Administrative Assistant/Economic Development/Visit Las Cruces
Direct: 575-541-2233, Main: 575-541-2444, lgabaldon@las-cruces.org



From: Jen Bales <jbales@las-cruces.org>
Sent: Monday, October 22, 2018 12:10 PM
To: Sergio Salinas <ssalinas@las-cruces.org>; Jamila Gilbert <jgilbert@las-cruces.org>
Cc: Leslie Gabaldon <lgabaldon@las-cruces.org>
Subject: RE: CMF Flex Time

Just put it all on the CVB calendar please

Jennifer Bales
Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Sergio Salinas
Sent: Monday, October 22, 2018 11:58 AM
To: Jamila Gilbert <jgilbert@las-cruces.org>
Cc: Leslie Gabaldon <lgabaldon@las-cruces.org>; Jen Bales <jbales@las-cruces.org>
Subject: CMF Flex Time

Hello Jamila,

CMF 2018 Worked Hours 31.00

Friday 5:00 pm – 11:30 pm (6.5 Hrs.)
Saturday 7:30 am – 11:30 pm (16.00 Hrs.)
Sunday 9:30 am – 6:00 pm (8.5 hrs.)

I'm going to take my flex time as follows:

Friday October 26 th	8:00 hrs.
Monday October 29 th	8:00 hrs.
Wednesday October 31 st	3:00 Hrs.
Thursday November 1 st	4:00 Hrs.
Friday November 2 nd	8:00 Hrs.

Thank you,

Sergio Salinas

Distribution Specialist/Visit Las Cruces

Direct: 575-541-2165 Main: 575-541-2444

336 S. Main Street, Las Cruces, NM 88001

Proud recipient of DMAI accreditation



Gail Estell

From: Sonia Bañuelos <soniab@las-cruces.org>
Sent: Friday, May 24, 2019 12:07 PM
To: Sonia Bañuelos
Subject: FW: hours for cmf

Follow Up Flag: Follow up
Flag Status: Flagged

Sonia Bañuelos

Visitor Information Specialist/Visit Las Cruces/Economic Development Department
Main: 575-541-2444 Fax: 575-542-2164 sbanuelos@las-cruces.org
336 S. Main Street, Las Cruces, NM 88001
Proud recipient of DMAI accreditation



From: Sonia Bañuelos
Sent: Monday, October 22, 2018 1:44 PM
To: Rochelle Miller-Hernandez <rhernandez@las-cruces.org>
Subject: hours for cmf

Hi Rochelle:

Here is my hours below:

CMF 2018 Worked Hours 17.

*Friday 5:00 pm – Midnight (7 hours)
Friday I didn't take a lunch there was no time (1 hour)
Saturday 3:00 pm – Midnight (9 hours)*

Thank you,

Sonia Bañuelos

Visitor Information Specialist/Visit Las Cruces/Economic Development Department
Main: 575-541-2444 Fax: 575-542-2164 sbanuelos@las-cruces.org
336 S. Main Street, Las Cruces, NM 88001
Proud recipient of DMAI accreditation



2016 Country Music Festival Hours Worked

Sonia Banuelos	6:30pm - 9:00pm (2.5)	5:00pm - 12:00am (7)	1:00pm - 12:00am (11)	10am - 12pm (2)	22.5
Veronica Quezada	6:30pm - 9:00pm (2.5)	5:00pm - 1:00am (8)	11:00am - 12:00am (13)		23.5
Sergio Salinas	6:30pm - 9:00pm (2.5)	5:00pm - 12:00pm (8) **	8:00am - 1:00am (17)		27.5
Tiffany Schroer	5:30pm - 9:00pm (3.5)	5:00pm - 12:00am (7)	10:00am - 12:00am (14)	10:00am - 12:00pm (2)	26.5
Elizabeth Vega	5:30pm - 9:00pm (3.5)	5:00pm - 12:00am (7)	11:00am - 12:00am (13)	8:30am - 12:00pm (3.5)	27
Karla Walton	5:30pm - 2:30am (9)	5:00pm - 3:00am (10)	4:30pm - 12:15am (7:45)	10:00am - 12:30pm (2.5)	29.15

***Sergio didn't take lunch
Friday

Deadline for leave is June 18th

Sonia Banuelos	Veronica Quezada	Sergio Salinas	Tiffany Schroer	Elizabeth Vega		
May 31 - (8 hours)	May 3 - (1 hour)	May 6 - (8 hours)	May 3 - (1.5 hour)	May 2 - (6 hours)		
June 14 - (8 hours)	May 6 - (1.5 hours)	May 12 - (8 hours)	May 11,12,13 - (24 hours)	May 9 - (2 hours)		
June 21 - (6.5 hours)	May 9 - (5 hours)	May 13 - (8 hours)	May 16 - (1 hour)	May 11 - (8 hours)		
	May 25,26 - (16 hours)	May 18 - (2 hour)		May 27 - (3 hours)		
		June 29 - (1.5 hours)		June 13 - (8 hours)		
22.5	23.5	27.5	26.5	27		

Anne M. Layne

From: Tiffany Schroer
Sent: Tuesday, May 10, 2016 4:06 PM
To: Jennifer Bales
Subject: RE: Country Music - Hours owed/worked

The next 3 days will zero me out.

Tiffany Schroer, Sales Coordinator

Visit Las Cruces
211 N. Water Street, Las Cruces, New Mexico 88001
575-541-2174 direct | tschroer@las-cruces.org
Proud recipient of DMAI accreditation
Explore. Experience. Discover.



From: Jennifer Bales
Sent: Tuesday, May 10, 2016 4:05 PM
To: Sergio Salinas <ssalinas@las-cruces.org>; Sonia Banuelos <soniab@las-cruces.org>; Elizabeth Vega <elizabeth.vega@las-cruces.org>; Tiffany Schroer <tschroer@las-cruces.org>; Karla G. Walton <kw Walton@las-cruces.org>; Veronica Quezada <vquezada@las-cruces.org>
Subject: Country Music - Hours owed/worked

OK – So Veronica has everyone’s time owed for Country Music Festival.

Please send an email to Veronica and cc me with any time you have **taken so far**.
Please then send her and email and cc me with future time to be taken once you’ve figured that out.

You will have until June 18th to use your time.

Please see me if you have any questions.

Thanks

Jennifer Bales

Director of Sales & Services / Visit Las Cruces
Direct: 575-541-2258 Main: 575-541-2444 Cell: 575-636-7035
211 N. Water Street, Las Cruces, NM 88001



Anne M. Layne

From: Karla G. Walton
Sent: Wednesday, May 11, 2016 8:39 AM
To: Veronica Quezada
Cc: Jennifer Bales
Subject: Time Off

Hello girls, I'm not taking any day off. I have been working after hours to finish all my video projects but I'm using that time and the Country Music Festival extra hours to compensate for my weekly doctor's appointments and to arrive a lil late some days. Mornings are getting hard considering that nothing fits anymore including shoes... 😊

Karla Walton
Communication Specialist/Visit Las Cruces
Direct: 575-541-2082 Main: 575-541-2444 Celi: 915-449-0880
211 N. Water Street, Las Cruces, NM 88001
Proud recipient of DMAI accreditation



Anne M. Layne

Sent: Thursday, September 1, 2016 4:29 PM
to: Jennifer Bales
Subject: Question on comp time

Jen,

Rochelle told the hourly people that they get off the amount of hours that they had worked for the festival. For example, 26.5 hours for Tiffany and Liz. Was that your understanding. I thought in the past that we give them 1 or 2 days off. Have you told the staff anything different? I feel that we need to go with what Rochelle told them; but I just want to make certain that you didn't tell them anything differently?

Phil San Filippo, Executive Director

Visit Las Cruces

211 N. Water Street, Las Cruces, New Mexico 88001

575-541-2166 direct | 575-386-6246 cell



Anne M. Layne

From: Elizabeth Vega
Sent: Tuesday, April 24, 2018 12:48 PM
To: Jennifer Bales
Subject: Comp Time Breakdown

Just a heads up for hours this weekend:

Friday – 5pm-6pm (1 hr) (packet pickup for the race will run from 12pm-6pm)
Saturday – 10:00am-2pm (4 hrs) (packet pickup outside RGT)
 2pm-3pm (1h) (make sure Marci is good)
 4pm-10pm (6hrs) Purple Madness (we'll coordinate the band drop off)
Sunday – 5:30am-11:30am (6 hrs) United Heroes Run
 1:30pm-4pm (2.5 hrs) Take band to airport

Total: $20.5 \times 1.5 = 30.75$ hrs

I'm taking Thursday morning and next Monday off and will bank the rest of the hours for a later time if that is cool with you. You wouldn't have to be there on Saturday til 4pm unless we run the band for sound checks.

Thanks,

Liz Vega

Sales & Services Coordinator/Visit Las Cruces/Economic Development Department
Direct: 575-541-2361 Main: 575-541-2444 Cell: 575-636-3732
336 S. Main Street, Las Cruces, NM 88001
Proud recipient of DMAI accreditation



9

The Sutler Saloon
2600 Franklin Road
Nashville, TN 37204
615-840-6124

The Sutler Saloon
2600 Franklin Road
Nashville, TN 37204
615-840-6124

Server: Sarah DOB: 10/16/2017
09:40 PM 10/16/2017
16/1 3/30085

Server: Sarah 10/16/2017
16/1 9:37 PM
Guests: 0 30085

SALE

COKE 2.00
DIET COKE 2.00
Good People Coffee Stout 6.00
QUESO DIP 6.50
Pulled Chicken, Sandwich (2 310.95) 21.90
Hot Catfish Tacos 10.00
CHILI CON CARNE CUP 3.95
LOADED 1.00

M/C 3145790
Card #XXXXXXXXXXXX7571
Magnetic card present: BALES JENNIFER
Card Entry Method: S

Approval: 016042

Amount: \$ 58.29

+ Tip: 10.00

= Total: _____

8 Items
Subtotal 53.35
Tax 4.94
Total 58.29
Balance Due 58.29

I agree to pay the above
total amount according to the
card issuer agreement.

X _____

Tell us how we did!
Guest.Services@TheSutler.com
We look forward to hearing from you.

Tell us how we did!
Guest.Services@TheSutler.com
We look forward to hearing from you.

Customer

Meal:
Self
P. San Filippo
K. Drives

SUNDA
592 12th Ave S
Nashville, TN

SUNDA
592 12th Ave S
Nashville, TN

Server: Jesse DOB: 09/29/2018
07:57 PM 09/29/2018
2/1 5/50011

Server: Jesse 09/29/2018
72/1 7:55 PM

Guests: 5 #50011

Reprint #: 1

SALE

VISA 4194324
Card #XXXXXXXXXX4297
Magnetic card present: VEGA ELIZABETH
Card Entry Method: S

Approval: 068649

Amount: \$265.38

+ Tip: 54.00

= Total: 319.38

OXTAIL POTSTICKERS 16.00
BRUSSEL 14.00
BEEF LOLLIPOPS 16.00
CrabHR UPGRD 18.00
TAIL 2 TUNAS 14.00
CRAB NOODLES 18.00
CRAZY RICE 26.00
LILHARPETH10oz (2 @6.00) 12.00
BLKBRY LIMEADE 15.00
LILHARPETH 10oz (2 @9.00) 24.00
SUNDA LBD FASH (3 @15.00) 45.00
GHOSH IN SHELL 16.00

Subtotal 234.00

Sales Tax 19.98

LBD Tax 11.40

Total 265.38

Balance Due 265.38

I agree to pay the above
total amount according to the
card issuer agreement.

X _____

Parties@SundaNewAsian.com

Parties@SundaNewAsian.com

>>>CUSTOMER COPY<<<

Attendees:

P. San Filippo

B. Hunt

K. Hunt

G. Dries

E. Vega

2400 12th Ave. South
Nashville, TN 37204

MAFIAOZA's

Server: RICKROLL 10/02/2018
55/1 7:13 PM
Guests: 0 10005

For Sale

 Artichoke King 10.00
 Pini Mayday Bone Blonde (3 @5.50) 16.50
 THE TONEY 12.00
 BABYFACE CHEZ (2 @4.00) 8.00
 PEPPERONI
 BABYFACE CHEZ 7.00
 PEPPERONI
 RED PEPPERS
 GOAT CHEESE
 BABYFACE CHEZ 6.25
 RED PEPPERONI
 GOAT CHEESE
 COKE 2.00
 SPRITE 2.00
 JACK DAN XX (2 @6.50) 13.00
 Hand Crafted Hand Made Stout 7.95
 GREEK SALAD 14.00
 CHICKEN 4.95
 Deep Eddy Reeks 7.00
 CUGTNE 14.50
 Subtotal 125.15
 Tax 7.46
 LW Sales 1.85
 Gratuity 20.00% 25.03
 Total 159.49

2400 12th Ave. South
Nashville, TN 37204

Server: RICKROLL 008: 10/02/2018
07:18 PM 10/02/2018
55/1 1/10005

SALE

VISA 1048594
Card #XXXXXXXXXX5745
Magnetic card present: BALES JENNIFER
Card Entry Method: S

Approval: 00277.

Amount: \$ 134.46

+ Inc' d Gratuity: \$ 25.03

+ Additional Tip _____

= Total: 159.49

I agree to pay the above
total amount according to the
card issuer agreement.

X _____

Suggested Gratuity

22%: 27.53

20%: 25.03

18%: 22.53

Customer Copy

Subtotal 125.15
FOOD Tax 7.46
LW Sales Tax 1.85
Total 134.46
Gratuity 20.00% 25.03
Total 159.49

Balance Due 159.49

Suggested Gratuity

22%: 27.53

20%: 25.03

18%: 22.53

Beth Mohr

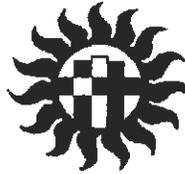
From: Philip San Filippo
Sent: Wednesday, June 7, 2017 2:23 PM
To: Audrey Evins
Subject: Alcohol Policy.
Attachments: Alcohol Policy..docx.docx

Please see the attached requested changes in the City Manager's policy on Alcohol purchase. In section II, I changed CVB to Economic Development Department. The department now encompasses ED and CVB. In Section III, I spelled out the additional people that the policy would be applicable. If you have any questions, please give me a call.

Phil San Filippo
Economic Development Director
Direct: 575-541-2166 Cell: 575-386-6246
Email: psfilippo@las-cruces.org
City of Las Cruces, P.O. Box 20000, Las Cruces, NM 88004



EXHIBIT 79



City of Las Cruces

CMP #1.13

Effective Date: 6/1/12

Revised 1/18/2013

Subject: LIMITED PURCHASE AND USE OF ALCOHOL POLICY

1. PURPOSE:

To provide parameters for appropriate purchase and use of alcoholic beverages by specific city employees.

11. PARTICIPATION AND ELIGIBILITY:

This policy applies to the Office of the City Manager, Assistant City Managers and select staff of the Economic Development, Department. For the purposes of carrying out legitimate law enforcement activities only, the Police Department is exempt from this policy.

111. POLICY:

City work rules found in the personnel manual at 603.26 and 603.27 outlines clearly that city employees will not use or be under the influence of alcohol while operating City equipment or while on City premises. The office of the City Manager, Assistant City Managers, Economic Development Director, Economic Development Deputy Director, Business Development Administrator; and the Convention and Visitor's Bureau positions of Director, Senior Sales and Services Manager, Sales Manager, and Marketing and Communications Manager are the only employees allowed to purchase alcohol while on city business. Only these individuals may use the City procurement card to purchase alcohol for Business Related Entertainment, refer to CMP 1.1.

There is an immediate yet unwritten level of responsibility expected. The purpose of this policy is to provide guidance to applicable staff when purchasing alcohol or when alcohol is available during work related events. This policy does not supersede the Substance Abuse/Detection policy as described in CMP 8.1 or work rules 603.26 and 603.27.

IV. PROCEDURE:

Purchasing Alcohol —

1. Applicable staff may use the city issued credit card to purchase alcohol for client entertainment purposes only. For Economic Development staff this includes site

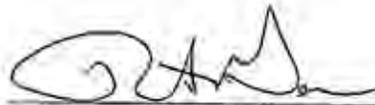
inspections, familiarization tours, direct sales and/or marketing efforts directly associated with the mission of the Economic Development or the Convention and Visitors Bureau.

2. An itemized receipt is required as explained in the CLC P-card Policy.
3. List all attendees and group name/purpose of meeting on the receipt.
4. Purchase of packaged liquor is prohibited, except for inclusion in a marketing related gift basket.
5. Alcohol may only be purchased with the P-card for consumption by others, not for consumption by the employee. When hosting or sponsoring a planned reception staff will utilize normal procurement protocols (requisition/purchase order).

Consuming alcohol during work related events--

1. Just because everyone else is, doesn't mean you have to.
2. Be aware of your surroundings and conscious of who surrounds you.
3. Be responsible, excessive drinking or drunkenness will not be tolerated.
4. You are responsible and will be held liable for your actions.

Employees governed by this policy need to remember that during any work related event they are a representative of the City of Las Cruces and therefore are to maintain a level of decorum fitting the expectations of the City Council, the City Manager, and the CVB Director.



Robert Garza, City Manager

1-23-13

Date

Date: October 15, 2012

Memo to File 12-13-373 CVB Graphic Design Services & Destination Marketing Price Agreement RFP

From: Terri D. Del Ferraro-Buyer

Per : Sec. 24-92. Request for proposals.

(a) *Conditions for use.* When the purchasing manager determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to the city, a contract may be entered into by use of the request for proposal method set forth herein.

The requestor, Chris Faivre, wants to advertise for graphic design services, adding destination marketing and brand development. Each firm's approach and portfolio for this type of service varies and would need to be evaluated. Since the service is unique to each vendor, a bid would not suffice and it was advantageous to the City for the vendors to present the details in RFP form to the City for materials and performance for evaluation since the requestor did not possess the expertise to create exact specifications.



Terri D. Del Ferraro
Buyer, City of Las Cruces
Phone 575-541-2518, FAX 541-2516
tdelferraro@las-cruces.org

November 19, 2012

SUBJECT: Waiving Minor Technicalities for RFP #12-13-373 CVB Graphic Design & Destination Marketing Price Agreement

The requirement of a minimum of 10 years of experience in destination marketing and brand development listed in IV. A. Experience, was waived to accept a comparable combination of both to allow continuation of evaluation.

Based on the experience listed in both submittals, the committee did not feel a compromise of capability.

Per SOP-Buyer-002, the current general bidding conditions stipulate that the City reserves a right to, "Determine and waive minor technicalities in bid/RFP requirements affecting neither price/quality nor quantity of items or services sought."

Genuinely,
Terri D. Del Ferraro
Buyer, Purchasing Dept.
City of Las Cruces

City of Las Cruces

P.O. Box 20000

Las Cruces, NM 88004

EXHIBIT 81

[HOME](#)**Search Information**[Home](#)**Entity Details**

Business ID#: **1904481** Status: **Active**
 Entity Name: **WILSON BINKLEY ADVERTISING AND MARKETING LLC** Standing: **Good Standing**
 DBA Name: **Not Applicable**

Entity Type and State of Domicile

Entity Type: **Domestic Limited Liability Company** State of Incorporation: **New Mexico**
 Statute Law Code: **53-19-1 to 53-19-74**

Formation Dates

Date of Incorporation in NM: **Not Applicable** Date of Organization in NM: **12/10/1997**
 Date of Formation in State of Domicile: **Not Applicable** Date of Authority in NM: **Not Applicable**
 Date of Registration in NM: **Not Applicable** Management Type: **N/A**

Reporting Information

Report Due Date: **Not Applicable** Next Annual Meeting Date: **Not Applicable**
 Suspension Expiration Date:

Period of Existence and Purpose and Character of Affairs

Period of Duration: **Perpetual**
 Business Purpose:
 Character Of Affairs:

Outstanding Items

Not Applicable

Registered Agent:

No Records Found

License:

No Records Found.

Contact InformationMailing Address: **250 COTORRO CT. STE. A, LAS CRUCES, NM 88005**

Principal Place of Business Anywhere:

Secondary Principal Place of Business Anywhere:

Principal Office Outside of New Mexico: **Not Applicable**

Registered Office in State of Incorporation:

Principal Place of Business in Domestic State/
Country: **Not Applicable**Principal Office Location in NM: **Not Applicable****Registered Agent Information**Name: **DAVID WILSON, JR.**

Geographical Location Address:

Physical Address: **250 COTORRO CT. STE. A, LAS CRUCES,
NM 88005**Mailing Address: **NONE****EXHIBIT 82**

Date of Appointment: 12/10/1997

Effective Date of Resignation:

Director Information:

Not Applicable

Officer Information:

Not Applicable

Manager Information:

No Records to View

Member Information:

No Records to View

Organizer Information:

Title	Name	Address
Organizer	WILSON JR, DAVID	NONE

Incorporator Information:

Not Applicable

Trustee Information:

Not Applicable

Filing History:

Filing Date	Filing Type	Fiscal Year End Date	Post Mark	Survivor/ Re-Domesticated Entity	Instrument Text	Processed Date	Filing #
12/10/1997	Certificate Of Organization				WILSON & ASSOCIATES ADVERTISING AND MARKETING LLC DECEMBER 31 2003	12/26/1997	588149
10/16/2001	Certificate Of Amendment				ONE	10/23/2001	588150

License History:

Filing Date	Filing Number	License Start Date	License End Date
No records to view.			



SECTION B **COST PROPOSAL**

1. Direct Costs:

Direct costs for creative, layout and design services as outlined in RFP-12-13-373 is based on an agency rate of \$85 per hour.

2. Indirect Costs:

Indirect costs such as printing, display materials, or promotional items that are paid for and coordinated by the agency will be marked up at a reduced industry rate of 5%.

3. Labor (hours) by major task:

Creative/Design	10-15 hours - p/month
Layout/Production	30-35 hours - p/month
Digital/Interactive	15-20 hours - p/month
Administrative	5 hours - p/month

Total estimated: 60-65 hours per month

4. Materials:

There are no materials costs for design services. Comps that require specific materials or color output will be billed at industry cost such as paper, ink, bindery or other print media output.

5. Equipment:

There are no equipment costs for design services

6. Sub consultants:

Photography & Video quoted upon request

7. Any other proposed costs that may be incurred by the City:

There are no other proposed costs for design services

EXHIBIT 83

Cost Proposal

Direct Costs

Creative layout and design services performed by Wilson Birkley Advertising are billed at the agency hourly rate of \$95.

Service performed by the agency staff and charged for at the agency's hourly rate include:

- Initial design, layout and mechanical/electronic originals for print advertisements and collateral such as booklets, pamphlets, brochures, displays, site-signs, rack cards, mailing pieces, etc.
- Plan, create, write and prepare copy to be used in advertisements and collateral of all types, including but not limited to print, electronic and other media.
- Video and television storyboards.
- Supervise, direct and coordinate video, audio and photography production.

There are a few agency fees and services that do not fall under the hourly billing heading due to their more intensive nature, technical complexity or administrative function. These services are rated as follows:

- | | |
|---------------------------------|------------------|
| • TV/Radio Copywriting: | \$300 per script |
| • Video Production: | \$120 per hour |
| • Photography (Stock or Custom) | By Quote |
| • Internet Publishing Services: | By Quote |
| • Administrative/clerical: | \$25 per task |

Indirect Costs

In the event that materials or services are required for a task from outside the agency, they will be marked up at the industry-standard markup rate of 15%. Although not anticipated at this time, indirect costs would include outside printing services, professional photography, display materials, etc.

Labor

Hourly rate is \$95 except where previously stated.

Beth Mohr

From: Chris Faivre
Sent: Tuesday, May 3, 2016 4:02 PM
To: Philip San Filippo
Subject: VG cover

Phil,

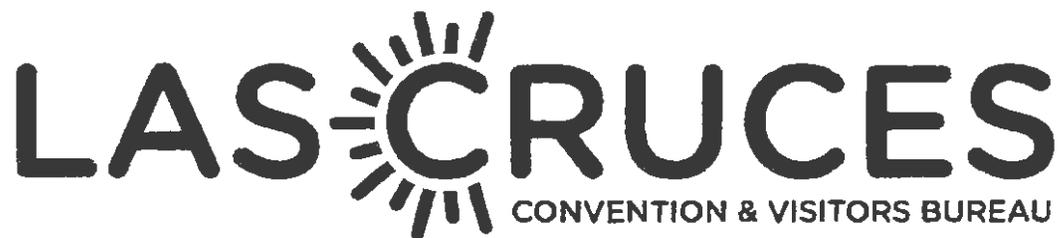
Val was out with Bill scouting locations for the cover shot and she is very excited with one in particular. Since she is staying with you tonight, I told her to send me the pictures but to also review with you (they want to shoot tomorrow so time is limited). We can talk about it in the morning, just wanted to keep you in the loop. Thanks.

Chris Faivre

Director of Marketing & Communications/Visit Las Cruces
Direct: 575-541-2150 Main: 575-541-2444 Cell: 575-343-0444
211 N. Water Street, Las Cruces, NM 88001
Proud recipient of DMAI accreditation



EXHIBIT 84



Interoffice Memo

Date: February 20, 2013
To: Terri Del Ferraro
From: Christopher Faivre, Convention & Visitors Bureau Director of Marketing & Communications
Subject: Acceptance Memorandum for Graphic Design Services and Destination Marketing Price Agreement No. 12-13-373

The Convention and Visitors Bureau is recommending that RFP No. 12-13-373 for Graphic Design Services and Destination Marketing Price Agreement be awarded to Moetiv8 Marketing of Hallandale, Florida.

The evaluation committee deemed the proposal response compliant with the published specifications for proposal No. 12-13-373, and considers pricing to be fair and equitable for the City of Las Cruces.

The price agreement is for a four (4) year term subject to annual renewals initiated by the City of Las Cruces, pending appropriated budget for an indefinite quantity and indefinite cost. The estimated annual total is \$49,000.00 for FY-13 and FY-14.

Requisition No. 1310:1062 for the Moetiv8 Marketing for graphic design services and destination marketing has been generated utilizing the funds from the Advertising account No. 27205020-722104.

Cc: David Dollohan, Community and Cultural Services Interim Director

'13FEB 21 2:40PM

EXHIBIT 85



**GRAPHIC DESIGN SERVICES & DESTINATION MARKETING PRICE AGREEMENT
CONTRACT #12-13-373**

THIS AGREEMENT made and entered into on this date, **February 20, 2013** by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and **Moetiv8 Marketing, Inc. of Hallandale, FL** hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

GRAPHIC DESIGN SERVICES & DESTINATION MARKETING PRICE 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 12-13-373** incorporated herein by reference and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

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

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an **estimated annual amount of \$49,000.00**, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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 **March 1, 2013 through February 28, 2014** for a four (4) year term subject to annual renewals initiated by the City pending appropriated budget for an **indefinite quantity and indefinite cost**. 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- No insurance is required for this off-site service.

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.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

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.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces,
PO Box 20000
Las Cruces, NM 88004
ATTENTION: (Chris Faivre)

With Copies to: Purchasing Manager

TO CONTRACTOR: Motiv8 Marketing, Inc.
P.O. 2552
Hallandale, FL, 33009
ATTENTION: Valerie Snow

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written 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.

CONTRACTOR

CITY OF LAS CRUCES

BY: Valerie Snow
PRINCIPAL

BY: [Signature]
PURCHASING MANAGER

DATE 2/20/13

DATE 3/8/13
[Signature] 13101062

AS TO FORM - CITY ATTORNEY:

[Signature]



RFP COMPLIANCE DECLARATION

RFP TITLE: GRAPHIC DESIGN SERVICES & DESTINATION MARKETING PRICE AGREEMENT
RFP NO.: 12-13-373
DUE DATE/TIME: November 8, 2012 / 4:00 p.m.

In compliance with the requirements of this RFP, I, the undersigned, offer and agree to furnish any or all materials and/or services to the City of Las Cruces within the time agreed.

I further certify that this company has not been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549 Debarment and Suspension as described in the Federal Rules and Regulations.

Receipt of Addenda Nos.: _____ is hereby acknowledged (where none received, place a zero in this space)

Company Name and Address:

Authorized Signature
Typed or Printed Name
Title
Email address

Telephone number _____ Fax number _____

NM Tax & Revenue Dept. CRS # _____

Current NM Public Regulatory Commission Registration # _____ (corporations only)
Current CLC Business Registration # _____ (respondents located in Las Cruces only)

Federal I.D. number _____ (mandatory for all respondents)

NM Resident Certificate from NM Tax and Revenue Department enclosed ____ Yes ____ No

THIS FORM MUST BE COMPLETED AND INCLUDED WITH PROPOSAL
FAILURE TO INCLUDE WILL SUBJECT RESPONSE TO REJECTION

**CITY OF LAS CRUCES
REQUEST FOR PROPOSAL**

RFP TITLE: GRAPHIC DESIGN SERVICES & DESTINATION MARKETING PRICE AGREEMENT
RFP NO.: 12-13-373
DUE DATE/TIME: November 8, 2012 / 4:00 p.m.

I. GENERAL

The City of Las Cruces (City), a New Mexico Municipal Corporation, is soliciting proposals from qualified firms interested in entering an agreement for graphic design services as described herein.

A. Responses to this solicitation must be received by the DUE DATE/TIME at the City Purchasing Section subject to requirements and conditions of the enclosed Schedule A (General Conditions of Proposing). The conduct of this procurement is subject to Chapter 24 of the City's Municipal Code incorporated herein by reference.

B. The conduct of this RFP shall be pursuant to the City Procurement Code, Chapter 24, LCMC, 1998.

C. City Contact:

Except for:

1. Communications during any pre-proposal conference conducted by the City for this solicitation,
2. Any related interviews initiated by the City,
3. Any related negotiations initiated by the City, and,

to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or City staff, other than the City Purchasing Section staff, relating to this solicitation is strictly prohibited during this solicitation process until contract award. Upon such finding, the violating party will be deemed non-compliant and a proposal from such party will not be considered for award.

D. No pre-proposal meeting will be held.

E. ATTACHMENT "A", enclosed herein is a draft of the agreement to be entered for the proposed services. The agreement will be for a four (4) year term subject to annual renewals initiated by the City pending appropriated budget for an indefinite quantity and indefinite cost.

F. The City intends to award to the highest ranking single firm to meet its need for services based upon the criteria herein.

II. BACKGROUND

The Convention & Visitors Bureau (CVB) produces a variety of publications, print advertisements, video productions, website graphics and special projects that require design and layout services to be used for public outreach and internal purposes.

III. SCOPE

The Contractor will perform the following tasks using its own equipment and materials:

- A. Design art and copy layouts for materials to be presented in various publications including but not limited to, newspaper display ads, posters, pamphlets, brochures, directories, journals, newsletters, budget presentations, municipal reports, financial reports, packaging and other publications, as well as graphics and design layouts for use in PowerPoint® presentations and graphics for use in video productions and websites. All graphics will be appropriately formatted and camera-ready (when applicable) for each type of media used by the CVB and media vendors.
- B. Develop and create multi-media (animation, video and illustrations) presentations for use in Microsoft PowerPoint and Apple Keynote.
- C. Develop samples of finished layouts and present samples to the Director of Marketing & Communications (DOMC) or designee for approval.
- D. Be responsible for determining size and arrangement of illustrative materials, product or services according to the needs of the CVB.
- E. Prepare notes and instructions for service bureaus and printers who prepare final layouts for printing (as needed).
- F. Obtain written quotes from vendors for projects to be paid for by CVB funds and submit to the DOMC or designee for the order to be placed in accordance with the City's procurement code (contractors are not authorized to order or obligate funds on the CVB's behalf). Any project costing \$5,000.00 or more requires at least three written quotes.
- G. Oversee printing operations for CVB projects, including but not limited to, perform press checks for quality control of printed pieces and works directly with all media vendors doing business with the CVB to include print operations, television stations, video production operations, printers and web applications and ensure quality in all CVB communications.
- H. Have the ability to meet deadlines set by the DOMC.
- I. Perform a variety of communications and destination marketing tasks related to projects and activities.

Tasks include, but are not limited to:

1. Occasional photography using digital and/or film still cameras using contractor owned equipment.

2. Develop or assist in the development of advertising/marketing strategies.
3. Develop or assist in the development of destination branding.
4. Must be immediately available to CVB staff to attend in-person or via phone, meetings with CVB staff during agreed upon business hours.
5. Conduct necessary research and data collection as needed for completion of projects.
 - a. Maintain electronic image library of all work performed for the CVB and provide to the CVB all work performed/images produced and make image library easily accessible to CVB.
 - b. Ensure that all graphic and layout design meets all ADA requirements and contains all necessary ADA language.
 - c. State of the art computer hardware and latest computer updates required. Software must be compatible with CVB.
 - d. Submit an itemized invoice to the CVB at the end of the month for services rendered. No later than the 7th of each month for the services of the prior month. Each invoice must detail the following at a minimum:
 - 1) Date of each project
 - 2) Name of each project submitted
 - 3) Price Agreement title and City issued purchase order number
 - 4) Number of hours worked per project. (To include no less than 1/2 hour increments. Example: 1.5 hours).

IV. REQUIREMENTS

A. EXPERIENCE

Company, firm or individual(s) performing work associated with this contract must be capable of demonstrating a minimum of 10 years professional experience in destination marketing and brand development.

Company, firm or individual(s) performing work associated with this contract must have knowledge of current trends in hospitality industry and in social media as it relates to the hospitality industry.

B. 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. Professional Liability: \$1 million per claim

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 should provide the City thirty (30) days written notification of cancellation of such policies.

V. PROPOSAL CONTENT

Each copy of the proposal must include a completed and signed RFP COMPLIANCE DECLARATION (page 1 of this solicitation document). Failure to submit the RFP COMPLIANCE DECLARATION page will subject the response to rejection.

A. TECHNICAL PROPOSAL CONTENT

The respondent's Technical Proposal shall include the following items and in the sequence presented:

1. To address Evaluation Criteria No. 1 below, provide the following:
Description and name of a minimum of five (5) past contracts similar to the scope herein that have been completed by the firm, **aside from the City**, including name, addresses (physical and mailing), e-mail, telephone number and fax number of the contact person(s) for each project.
2. To address Evaluation Criteria No. 2 below, follow the guidelines below in Section B Cost Proposal Content.
3. To address Evaluation Criteria No. 3 below, the following will be evaluated:
authenticity of design, professionalism, originality and aesthetic quality
4. To address Evaluation Criteria No. 4 below, provide the names of key personnel who will be assigned to work on the project. For each person listed, a description of experience, areas of competence and percent of time assigned to the project shall be provided.
- a. To address Evaluation Criteria No. 5 below, respond to related Schedule A requirements herein and organize response according to this section sequence.

Note that the RFP COMPLIANCE DECLARATION page incorporated herein must be completed, signed and included within the contents of the technical proposal and not with the contents of the cost proposal.

B. COST PROPOSAL CONTENT

The cost will be used in the evaluation of the request for proposal (RFP). The cost proposal must be submitted with the technical proposal and contain the following:

1. Direct costs
2. Indirect costs
3. Labor (hours) by major tasks
4. Materials
5. Equipment

- 6. Sub consultants
- 7. Any other proposed costs that may be incurred by the City.

C. PROOF OF RESIDENCY

- 1. Respondents seeking a state residency preference pursuant to §13-1-21 or §13-4-2, NMSA, 1978, of the New Mexico Statutes must submit within its proposal documents a copy of its residency certificate issued by the New Mexico Tax and Revenue Department.
- 2. Respondents seeking a local preference pursuant to Section 24-100 of the City Procurement Code, as applicable, must complete and submit the LAS CRUCES IN-CITY LOCAL PREFERENCE CERTIFICATION FORM incorporated herein.
- 3. Any state or local residency preference shall not apply whenever federal funds are involved in a City procurement of goods/services.

VI. PROPOSAL EVALUATION AND SELECTION

- A. Evaluation of the technical proposals determined to be responsive to the submittal requirements will be conducted by an evaluation committee in accordance to the procedures incorporated within enclosed "Schedule B - Proposal Scoring and Evaluation Information".

	EVALUATION CRITERIA	WEIGHT (Percent)
1.	Performance of the firm with previous clients, on similar projects based upon quality of the work, control of costs, ability to meet schedules or deadlines and responsiveness to the client.	35%
2.	Cost	20%
3.	Portfolio Content and Quality	20%
4.	Qualifications/competence of project team members (key personnel) to perform project	20%
5.	Clarity of Proposal	5%
Total		100%

- B. Preference for New Mexico Resident Businesses/Contractors:

- 1. Pursuant to §13-1-21 and §13-4-2, NMSA, 1978, of the New Mexico Statutes, five percent (5%) of the total evaluation factor points available will be added to the scores of respondents who submit within their proposal a copy of their New Mexico residency certificate issued by the New Mexico Tax and Revenue Department.
- 2. Proposals received without copy of this certificate do not qualify for this preference.

3. This preference shall not apply whenever federal funds are used in procuring goods/services solicited via this RFP
- C. Upon completion of the evaluation process, a recommendation for award of contract(s) will be issued by the evaluation committee to the Council for review and approval. Contract(s) will have been negotiated prior to the committee's recommendation and may follow the format of the contract enclosed herein.

ATTACHMENT A
GRAPHIC DESIGN SERVICES & DESTINATION MARKETING PRICE AGREEMENT
CONTRACT

THIS AGREEMENT made and entered into on this date, 2012 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Company Name, of Street Address, City, Town, State, and Zip Code, hereinafter called "CONTRACTOR".

1. PROJECT DESCRIPTION

GRAPHIC DESIGN SERVICES & DESTINATION MARKETING PRICE 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 12-13-373** incorporated herein by reference and made a part of this Agreement.

The CONTRACTOR is authorized to extend the same terms and conditions of this Agreement to other governmental entities conditioned upon the procurement laws and regulations of those entities. The CITY shall not be a party nor have any liability relating to such extensions.

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

The CITY, shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an **estimated annual amount of \$_____**, plus applicable taxes. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order from the CITY. The CITY cannot authorize costs to be incurred prior to such purchase order.

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 for a four (4) year term subject to annual renewals initiated by the City pending appropriated budget for an indefinite quantity and indefinite cost. 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:

- a. Professional Liability: \$1 million per claim

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.

20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY, shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

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.

22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces,
PO Box 20000
Las Cruces, NM 88004
ATTENTION: (Project Manager)

With Copies to: Purchasing Manager

TO CONTRACTOR: Company Name
Address and Street
City, State and Zip
ATTENTION:

23. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and that all such covenants, agreements, and understandings have been merged into this written 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.

CONTRACTOR

CITY OF LAS CRUCES

BY: _____
PRINCIPAL

BY: _____
PURCHASING MANAGER

DATE: _____

DATE: _____

CITY ATTORNEY



SCHEDULE A

GENERAL CONDITIONS FOR RESPONSES

1. Proponents are advised that this solicitation is subject to the provisions of the City of Las Cruces (City) Procurement Code incorporated herein by reference.
2. **Inquiries and Related Addenda:**

Except for communications during any informational meeting conducted by the City for this solicitation and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the City Purchasing Section staff relating to this solicitation is strictly prohibited throughout the duration of the solicitation and evaluation process, and, upon such finding, will render a respondent and/or related proposal non-compliant.

 - a. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Section no later than one week before the due date/time unless otherwise specified in the solicitation documents. Inquiries received after the deadline may not be considered.
 - b. Inquiries may be mailed or hand delivered to the address stated on Section 4 below, emailed to bidclerk@las-cruces.org, or faxed to 575-541-2515. When faxing in questions, the following rules must be followed to ensure proper handling:
 1. All transmissions should include a cover sheet.
 2. Cover sheet shall contain:
 - a. The RFP number.
 - b. Opening Date and Time of the RFP.
 - c. Proponent name, contact person, phone number, and return fax number.
 - c. Telephone inquiries will not be responded to, including the results of this solicitation.
 - d. Inquiries will be compiled and responded to via written addendum issued before the due date/time.
 - e. In the event addendum is received by a proponent after its response is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.
 - f. In the event addendum is received by a proponent after its response is submitted and forces a change to its response, the proponent must submit a revised response, clearly marked as a revised response.
 - g. Failure to acknowledge receipt of addenda may render response as non-compliant.
3. **Response Format Requirements:**
 - a. Responses include following two (2) components:
 1. A technical proposal of the submittal requirements called out in solicitation documents.
 2. A cost proposal in a separate sealed envelope consisting of itemized cost elements expected to be incurred by the City in obtaining the proposed services from the respondent.
 - b. Responses are limited to a maximum of 15 pages (excluding index; transmittal letter; title page) and printed on one side only. Any and all forms incorporated in the RFP solicitation documents and submitted with response also do not count towards the specified page limit.
 - c. Pages incorporated within the specified page limit must be numbered and typed in no less than 12 points per inch on one side only.
 - d. All pages must be bound on left hand margin, not single stapled on top left corner.
 - e. Responses must include the **RFP COMPLIANCE DECLARATION** page that is included within the solicitation documents. This requirement cannot be waived as the page confirms the respondent's understanding and compliance with the RFP submittal requirements, any required federal certification and conduct of this solicitation. This declaration must be completed and signed with each copy of response. **FAILURE TO RETURN THE RFP COMPLIANCE DECLARATION SHEET WILL SUBJECT THE RESPONSE TO NON-COMPLIANCE WITH RFP SUBMITTAL REQUIREMENTS.**
 1. If applicable, respondents should provide business, tax, registration numbers etc. on the RFP COMPLIANCE DECLARATION page where listed. Such numbers shall be listed as City, County, State, or Federal. These may be submitted on a separate sheet if not enough room is available.
 - f. Response shall include six (6) copies of the proposal (one unbound), unless otherwise specified in the solicitation documents, and be marked clearly showing the RFP number and proponent name.
 - g. In separate, sealed envelopes, include six (6) copies of the cost proposal (one unbound), unless otherwise specified in the RFP; marked as **COST PROPOSAL** and clearly showing the proposal number and proponent name. For the purposes of these conditions of proposing, Total Price shall include all costs except gross receipts tax.
 - h. Enclose the Proposals in one shipping container to be mailed or delivered to the City Purchasing Section. Cover envelope and/or shipping container shall be marked **with the RFP number, due date and time**, plus have the respondent's return address prominently marked for identification.
 - i. Should include any samples or other material required by the City on or before the specified due date and time provided in the request for proposal.
 - j. No other materials are to be submitted, unless specifically requested in proposal.

4. Proposals must be submitted by the due date/time to:

If Mailed (U.S. Postal Service):

City of Las Cruces
ATTN: Purchasing Section/Bid Clerk
P.O. Box 20000
Las Cruces, NM 88004

If Hand Delivered (FedEx, UPS, etc):

City of Las Cruces
ATTN: Purchasing Section/Bid Clerk
700 N. Main Street, 3rd Floor Room 3134
Las Cruces, NM 88001

- a. Please note, items mailed Certified or Registered to the post office box may be delayed up to three days and will subject response to rejection in the event it is received by the City Purchasing Section after due date/time.
- b. Proposals delivered after the closing date and time will not be accepted and will be returned unopened.
- c. Faxed proposals will not be accepted.

5. The City of Las Cruces reserves the sole right to:

- a. Determine responsible respondents and responsive proposals.
- b. Determine and waive minor technicalities in the responses from requirements not affecting price, quality, quantity of items, or services sought.
- c. Delete, decrease or increase quantities of proposed items or service within effective price dates.
- d. Reject any or all responses/proposals and terminate this solicitation process.

6. Law Application:

Respondents shall be responsible for complying with the New Mexico laws prohibiting bribes, gratuities, and kickbacks.

7. Award:

- a. The evaluation of proposals and final selection typically takes 45 to 60 days after the closing date.
- b. After the evaluation is complete, the award will be posted on the NMEPS website:
<http://www.qovbids.com/scripts/nm1/Public/home1.asp>
- c. All proponents will receive a summary of the results via email.
- d. Successful proponent will receive notice of award via email and will be contacted to negotiate a contract.
- e. For negotiated contracts exceeding \$50,000, a recommendation for award shall be forwarded to the City Council for review and approval.

THE REST OF THE PAGE INTENTIONALLY LEFT BLANK.

SCHEDULE B

PROPOSAL SCORING AND EVALUATION INFORMATION

SCORING CRITERIA

Each member shall rate each proposal on each criterion by scoring proposals according to the following standards:

5	=	Excellent
4	=	Exceeds Acceptable
3	=	Acceptable
2	=	Marginal
1	=	Poor
0	=	Unresponsive

I. EVALUATION

Utilizing only the materials provided by the Purchasing Section, and only the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This will entail multiplying the score determined by the member for each criterion by the weights listed on the form and totaling the scores for each respondent. This evaluation shall be completed and may be provided to the Purchasing Manager prior to a committee discussion meeting scheduled by the Purchasing Section.

At the committee meeting, the Purchasing staff member will poll members of the committee to provide any comments relative to the proposals that influenced their scores.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Purchasing staff member who will calculate a total score for each respondent.

After the scoring is compiled for all respondents, the committee may elect to interview respondents. Should interviews be determined to be conducted, the highest scoring respondent and respondents scoring within ten (10) percent of the highest scoring respondent will be interviewed. If there are less than three (3) respondents within the top ten (10%) percent, then the top three respondents regardless of the relative scores, will be interviewed. The Purchasing staff will coordinate with the qualifying interviewees as to the time, date and place for the interviews and the time allowed for each interview. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly score each interviewee in accordance with the RFP criteria and the scores will be added to the previous scores of the interviewees to arrive at a composite total score.

II. PREFERENCES

Pursuant to §24-100, LCMC, 1998, geographical and recycled content goods preferences may be applicable to qualified respondents. Details regarding these preferences are attached to this RFP.

III. AWARD RECOMMENDATION

The committee will base its award recommendation on the highest score.

NOTE: The terms "consultant", "respondent", "vendor", "contractor", and "proponent" are used interchangeably in Schedules A and B.

PREFERENCES

LOCAL PREFERENCE

To receive a local preference pursuant to Section 24-100, LCMC, 1998, a copy the respondent's current Business Certificate issued by the City Community Development Department must be included within the respondent's proposal submitted in response to this RFP.

NEW MEXICO RESIDENT PREFERENCE

Pursuant to §13-1-21 & §13-4-2, NMSA, 1978, of the State of New Mexico Statutes, as amended during the 2011 Special Legislative Session, a respondent who submits within its bid documents a copy of its resident business or resident contractor certificate issued by the New Mexico Tax and Revenue Department will qualify for preference as authorized by the statutes.

Firms seeking this preference are encouraged to apply with the New Mexico Tax and Revenue Department to receive certification as a "resident business" or "resident contractor". Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or download application forms at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

NEW MEXICO RESIDENT VETERAN BUSINESS OR CONTRACTOR

To receive a 7%, 8% or 10% veteran preference, as applicable, submit a resident veteran certificate issued by the NM Tax & Revenue Department and completed Business Volume Declaration Form (attached).

Firms may obtain application forms by contacting the New Mexico Tax and Revenue Department at 575-524-6225 or may apply online at the following web address:

<http://www.tax.newmexico.gov/Pages/TRD-Homepage.aspx>

PREFERENCE FOR RECYCLED CONTENT GOODS

Whenever specifications for supplies or materials provide proposers opportunity to offer items made with recycled content good, and, when proposals are received for both recycled content goods and non-recycled content goods, proposals submitted for recycled content goods shall be deemed five percent (5%) lower than the proposals actually submitted provided that the recycled materials content meets or exceeds the minimum content standards required by RFP specifications. "Recycled content goods" means supplies and materials composed of a minimum of twenty-five percent (25%) of recycled materials or more as specified herein.

NOTE:

MAXIMUM PREFERENCE:

The application of preferences may be combined for a total cumulative preference not to exceed ten percent (10%).

SUBCONTRACTORS DO NOT QUALIFY

A subcontractor may not qualify on behalf of a prime contractor.

LOCAL AND RESIDENT PREFERENCE PROHIBITED:

The geographical preferences will not apply to procurements funded partially or wholly with federal funds and that are subject to U.S. Office of Management and Budget Circular A102 "Common Rule" requirements.

**RESIDENT VETERANS PREFERENCE
BUSINESS VOLUME DECLARATION**

_____ (CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only

- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1 million allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1 million but less than \$5 million allowing me the 8% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.
- I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5 million allowing me the 7% preference discount on this bid or proposal. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

In conjunction with this procurement and this business' qualifications for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract based upon receipt such of veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory for the Business

CITY OF LAS CRUCES

PURCHASING MANAGER'S REQUEST FOR CHANGE ORDER

For Meeting of: September 3, 2013

Resolution No.: 12-13-373

Amendment to Existing Contract For Graphic Design Services & Destination Marketing

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

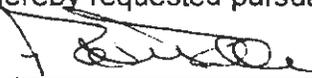
BID/RFP SOLICITATION INFORMATION:

1. Original Bid/RFP & Due Date: **RFP #12-13-373 / November 8, 2012**
2. Description of Bid/RFP: **Graphic Design Services & Destination Marketing**
3. Contract Award: **City Manager Resolution / March 6, 2013**
4. Contract Revision:

Previous Contract Award Amount (Excludes Tax & Contingency)	\$49,000.00
Amendment Amount:	\$ 39,000.00
New Contract Amount:	\$ 88,000.00
5. Contractor: **Moetiv8 Marketing, Inc. of Hallandale, FL**
6. Using Department: **Community and Cultural Services / CVB**
7. Contract Duration: **Four year term subject to appropriated budget and annual renewal**

PROCUREMENT CODE COMPLIANCE:

The City of Las Cruces Procurement Code was administered in the conduct of this procurement and approval to change the above contract is hereby requested pursuant to **Section 24-228.**


 Purchasing Manager

8/14/13
 Date

CONFIRMATION OF FUND ENCUMBRANCE:

REQUISITION OR PURCHASE ORDER NUMBER:	PO 13202214
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RESOLUTION NO. 12-13-373

A RESOLUTION TO APPROVE AN AMENDED PRICE AGREEMENT WITH MOETIV8 MARKETING, INC. OF HALLANDALE, FLORIDA FOR A PROJECTED COST NOT TO EXCEED \$88,000 PLUS APPLICABLE TAXES FOR GRAPHIC DESIGN, DESTINATION, AND DIRECT MEDIA PURCHASES, WITH AUTHORIZATION FOR DIRECT MEDIA PURCHASES LIMITED TO \$500,000 PER FISCAL YEAR, SUBJECT TO AVAILABLE BUDGET.

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

WHEREAS, Moetiv8 Marketing, Inc. of Hallandale, Florida was selected through competitive procurement and was instrumental in assisting the Convention and Visitors Bureau (CVB) to create a rebranding of the CVB that more effectively represents what Las Cruces is and has to offer visitors; and

WHEREAS, although we accomplished much during the rebranding process, there are still many things that are still needed, as well as design and branding work that will continue on a regular basis; and

WHEREAS, due to the amount of work required to complete the first phase of the rebranding process, the CVB has spent the original contracted amount of \$49,000 and is looking to amend the value and scope of the contract with Moetiv8 Marketing, Inc. to include additional graphic design, destination, and direct media purchases for the upcoming fiscal year.

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

(1)

THAT the amended price agreement with Moetiv8 Marketing, Inc. of Hallandale, Florida for a projected cost not to exceed \$88,000, plus applicable taxes for graphic design, destination, and direct media purchases, with authorization for direct media

purchases limited to \$500,000 per fiscal year, subject to available budget be approved.

(II)

THAT the Purchasing Manager is authorized to amend the contract with Moetiv8 Marketing, Inc., as outlined in Exhibit "A", Purchasing Manager's Request for Change Order and Exhibit "B", Amendment to Graphic Design Services & Destination Marketing Price Agreement, attached hereto and made part of this Resolution.

(III)

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

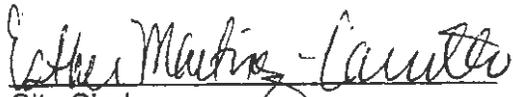
DONE AND APPROVED this 3rd day of September, 2013.

APPROVED:



Mayor

ATTEST:



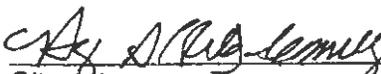
City Clerk

(SEAL)

Moved by: Thomas

Seconded by: Small

APPROVED AS TO FORM:



City Attorney

VOTE:

Mayor Miyagishima:	<u>Aye</u>
Councillor Silva:	<u>Nay</u>
Councillor Smith:	<u>Aye</u>
Councillor Pedroza:	<u>Nay</u>
Councillor Small:	<u>Aye</u>
Councillor Sorg:	<u>Aye</u>
Councillor Thomas:	<u>Aye</u>



AMENDMENT TO

GRAPHIC DESIGN SERVICES & DESTINATION MARKETING PRICE AGREEMENT
RFP #12-13-373

This amendment, made this **29th day of July, 2013** by and between the **CITY OF LAS CRUCES** and **MOETIV8 MARKETING, INC.** of Hallandale, FL.

WITNESSTH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated **February 20, 2013**, the parties hereby agree as set forth below:

The following provisions are added:

1. Moetiv8 Marketing, Inc. will coordinate and complete media buys for the City's CVB projects as needed.
2. Media buys will incorporate both print and online advertising.
3. Moetiv8 Marketing, Inc. will invoice the City for the actual cost of ad for reimbursement as long as the original advertiser's invoice is attached for verification.
4. Service hours will increase by approximately 459 hours per year at \$85 per hour.
5. Media buys must not exceed \$500,000 per fiscal year.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated February 20, 2012 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

Moetiv8 Marketing, Inc.

Valerie Snow
Valerie Snow

7/29/13
Date

President
Title

CITY OF LAS CRUCES

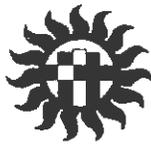
Robert Telles
Robert Telles

9/24/13
Date

✓
Purchasing Manager

APPROVED AS TO FORM:

[Signature]
City Attorney



City of Las Cruces[®]

PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 11

Ordinance/Resolution# 12-13-373

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of September 3, 2013
(Adoption Date)

Please check box that applies to this item:

QUASI JUDICIAL

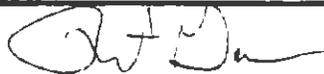
LEGISLATIVE

ADMINISTRATIVE

TITLE: A RESOLUTION TO APPROVE AN AMENDED PRICE AGREEMENT WITH MOETIV8 MARKETING, INC. OF HALLANDALE, FLORIDA FOR A PROJECTED COST NOT TO EXCEED \$88,000 PLUS APPLICABLE TAXES FOR GRAPHIC DESIGN, DESTINATION, AND DIRECT MEDIA PURCHASES, WITH AUTHORIZATION FOR DIRECT MEDIA PURCHASES LIMITED TO \$500,000 PER FISCAL YEAR, SUBJECT TO AVAILABLE BUDGET.

PURPOSE(S) OF ACTION:

To approve an amended agreement.

COUNCIL DISTRICT: N/A		
<u>Drafter/Staff Contact:</u> Phil San Filippo	<u>Department/Section:</u> Community & Cultural Services/Convention & Visitors Bureau	<u>Phone:</u> 575-541-2166
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

To fulfill the need for additional assistance with both graphic design and rebranding of the Las Cruces Convention and Visitors Bureau (CVB), the City's Purchasing Department issued Request for Proposal (RFP) 12-13-373 in the fall of 2012 for destination marketing, branding and graphic design services, with specific emphasis on previous destination branding experience.

The Purchasing section received two qualified responses to the RFP. RFP's were submitted by Wilson Binkley Advertising of Las Cruces and Moetiv8 Marketing, Inc. (Moetiv8 Marketing) from Hallandale, FL. Moetiv8 Marketing was selected through the competitive evaluation process and a contract was executed for \$49,000 through most of FY2013 and early FY2014.

Moetiv8 Marketing was instrumental in leading the CVB through the creation and implementation of the new brand: *Explore. Experience. Discover.* in FY2013. The CVB has been working to incorporate the new messaging into all sales and promotional materials. This includes: a new website design, a new visitors guide design, print ads for the meetings and leisure market, rebranded sales guides, e-newsletter templates, business cards, digital presentations, and

(Continue on additional sheets as required)

Rev. 02/2012

various additional other materials. All this was accomplished without having to pay the heavy commissions and fees the CVB was previously paying with its former advertising agency.

Due to the amount of work required to complete the first phase of the rebranding process, the CVB has spent the original contracted amount of \$49,000 and is looking to amend the value and scope of the contract with Moetiv8 Marketing. The CVB proposes to amend the contract to increase the annual service amount to \$88,000 per year for graphic design services and destination marketing, as well as advertising placement on behalf of the CVB. These changes will allow the CVB to continue working with Moetiv8 Marketing to further strengthen and develop the - *Explore. Experience. Discover.* brand with the hope of generating new visitors to Las Cruces.

The change also includes allowing the agency to purchase ads on behalf of the CVB, which will benefit the CVB through additional discounts and expedited responses to time-sensitive offers from advertising vendors. The CVB, in any given fiscal year, spends approximately \$500,000 in advertising. To date in FY2014, the CVB has encumbered \$200,220 for direct advertising. Of the remaining \$299,780 in the budget and subject to the City Council's approval of this amended agreement with Moetiv8 Marketing for \$88,000, this will leave an uncommitted balance of \$211,780 for future advertising expenses.

This method of ad placement should result in an overall savings to the CVB, as typical advertising agencies add a 17.65% to each advertisement placed, which for the current CVB budget for advertising would by itself be \$88,250 in commissions plus any monthly agency service and creative design fees that they charge. The proposed amendment allows the CVB to invest much more into direct advertising rather than the associated overhead expenses. The CVB will make all decisions on which media to purchase; however Moetiv8 Marketing will make recommendations on what media to purchase and submit the ad placement orders.

SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", Purchasing Manager's Request for Change Order.
3. Exhibit "B", Amendment to Graphic Design Services & Destination Marketing Price Agreement.
4. Attachment "A", Graphic Design Services & Destination Marketing Price Agreement dated February 20, 2013.

(Continue on additional sheets as required)

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? N/A	Yes	<input type="checkbox"/>	Funds will be deposited into this fund: _____ in the amount of \$ _____ for FY _____.
	No	<input type="checkbox"/>	There is no new revenue generated by this action.

BUDGET NARRATIVE

The CVB budgets approximately \$500,000 in any given fiscal year. To date in FY2014, the CVB has committed to expend \$200,220 for direct advertising. Assuming that Council approves the amended agreement for services of \$88,000, with Moetiv8 Marketing, Inc, this will leave the CVB uncommitted advertising balance of \$211,780 for advertising expenses.

FUND EXPENDITURE SUMMARY:

Fund Name(s)	Account Number(s)	Expenditure Proposed	Available Budgeted Funds in Current FY	Remaining Funds	Purpose for Remaining Funds
Convention and Visitors Bureau (Fund 2710)	27205020-722104-CVB03	\$299,780	\$299,780	\$0	N/A

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will amend the agreement with Moetiv8 Marketing to develop and expand existing marketing plans, as well as for direct ad placement on the CVB's behalf as part of the overall marketing efforts.
2. Vote "No"; this will not amend the agreement and not allow CVB to work with Moetiv8 Marketing on graphic design, destination marketing, and direct advertising placement.
3. Vote to "Amend"; this could modify the Resolution to reflect the wishes of the City Council but could delay marketing efforts as well as limit the marketing tools the CVB has available to promote Las Cruces.
4. Vote to "Table"; this would require further direction of the City Council.

(Continue on additional sheets as required)

REFERENCE INFORMATION:

N/A

12-13-373



City of Las Cruces

PEOPLE HELPING PEOPLE

COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of September 3, 2013
(Adoption Date)

TITLE: A RESOLUTION TO APPROVE AN AMENDED PRICE AGREEMENT WITH MOETIV8 MARKETING, INC. OF HALLANDALE, FLORIDA FOR A PROJECTED COST NOT TO EXCEED \$88,000 PLUS APPLICABLE TAXES FOR GRAPHIC DESIGN, DESTINATION, AND DIRECT MEDIA PURCHASES, WITH AUTHORIZATION FOR DIRECT MEDIA PURCHASES LIMITED TO \$500,000 PER FISCAL YEAR, SUBJECT TO AVAILABLE BUDGET.

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

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
CVB	<i>[Signature]</i>	541-2166	8/14/13
Community and Cultural Services Director	<i>[Signature]</i>	528-3060	8/19/2013
Assistant City Manager /CAO	<i>[Signature]</i>	541-2018	8/19/13
Management & Budget Manager	<i>[Signature]</i>	541-2107	8/21/13
Assistant City Manager/COO	<i>[Signature]</i>	541-2651	8/21/13
City Attorney	<i>[Signature]</i>	541-2128	08/22/13
City Clerk	<i>[Signature]</i>	541-2116	8/22/13

REQUEST FOR APPROVAL TO CONTRACT
 12-13-373 Graphic Design Services & Destination Marketing

1. Using Department:	<u>Community and Cultural Services</u>
2. Procurement Method:	<u>RFP</u>
3. Number of Bids/Proposals Received:	<u>Two</u>
4. RFP Folder # and Due Date:	<u>12-13-373 November 8, 2012</u>
5. Requisition #:	<u>13101062</u>
6. Description:	<u>Graphic Design Services & Destination Marketing</u>
7. Award Recommendation To:	<u>Moetiv8 Marketing Inc.</u>
8. Total Contract Cost:	<u>\$49,000 (estimated annual amount)</u>
9. Contract Duration:	<u>Four year term</u>

DEPARTMENTAL RECOMMENDED ACCEPTANCE:

Department	Signature	Date
Purchasing	<u>[Signature]</u>	<u>2/26/13</u>
Administration	<u>[Signature]</u>	<u>3/6/13</u>
Community and Cultural Services	<u>[Signature]</u>	<u>3/5/2013</u>
Community Development		
Financial Services		
Human Resources		
Information Technology		
Legal	<u>[Signature]</u>	<u>03/06/13</u>
MVRDA/SCSWA/Municipal Court		
Parks and Recreation		
Public Safety (LCPD, LCFD)		
Public Works		
Transportation		
Utilities		

BUDGET APPROVAL: [Signature] 2/26/13
 OMB Signature Date

Fund Source(s)	Current Balance	Funds to Be Encumbered
27205020-722104	\$49,972.50	\$49,000.00

CITY MANAGER/BOARD CHAIR APPROVAL: [Signature] 3/6/13
 City Manager /Board Chair Date

NOTE: Please return all documents to Purchasing Department after City Manager or Board Chair signs.



PO Box 20000
Las Cruces, NM 88004

February 10, 2014

Moetiv8 Marketing, Inc.
PO Box 2552
Hallandale, FL 33008

Email: brightidea@mindspring.com

Reference: RFP 12-13-373 Graphic Design Services & Destination Marketing Price
Agreement
Renewal for Second Year of Service Agreement

Dear Ms. Snow;

The City of Las Cruces seeks to exercise its renewal option for the above referenced service agreement. The renewal period commences March 1, 2014 through February 28, 2015 and will be for year two of a possible four.

The same terms and conditions of the initial agreement apply to the renewal, and, if agreed, please sign the attached form and return it via fax (575.541.2515) or email bidclerk@las-cruces.org.

If a response is not received by February 18, 2014, it will be considered as confirmation that your firm does not seek to renew the service agreement.

Should you need additional information regarding this request, please contact me at 575.541.2518.

Sincerely,

Terri Del Ferraro
City of Las Cruces Buyer

EXHIBIT 88

CLC File # 12-13-373

SERVICE AGREEMENT
ANNUAL EXTENSION - Year 2 of a possible 4
RFP NO. 12-13-373

Pursuant to Section 7, EXTENSIONS, CHANGES AND AMENDMENTS of the Graphic Design Services & Destination Marketing Service Agreement (Agreement) dated February 20, 2013 between the City of Las Cruces (City) and Motiv8 Marketing, Inc. (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin March 1, 2014 and terminate February 28, 2015.

All other terms of the Service Agreement remain the same.

AGREED:

MOTIV8 MARKETING, INC.

CITY OF LAS CRUCES

Valerie Snow 2/12/14

Signature

Date

Karoh Medina 2/18/14

Signature

Date

Purchasing Manager

Valerie Snow / President

Printed Name/Title



MEMO

TO: C. Faivre, CVB
FROM: Donny Prorise, Purchasing
DATE: February 2, 2015
SUBJECT: Request for Contract Extension
RFPNo. 12-13-373 / Graphic Design Services & Destination Marketing Price
Agreement
For Year 3 of 4

The current contract with Moetiv8 Marketing is due to expire on February 28, 2015. Complete information below, sign, date and return to Purchasing.

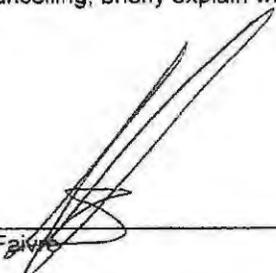
Recommend to extend contract?

- Yes
 No

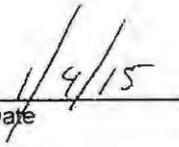
If no, indicate your intent to:

- Cancel and issue new RFP with updated specifications
 Cancel

If cancelling, briefly explain why:



C. Faivre



Date

**SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 3 OF A POSSIBLE 4
(RFP No. 12-13-373)**

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Graphic Design Services & Destination Marketing Price Agreement Service Agreement (Agreement) dated 2/20/2013 between the City of Las Cruces (City) and Moetiv8 Marketing (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin March 1, 2015 and terminate February 28, 2016.

All other terms of the Service Agreement remain the same.

AGREED:

MOETIV8 MARKETING

CITY OF LAS CRUCES

Valerie Snow

Signature

2/4/15

Date

Victoria Fedud

Purchasing Manager

2/9/15

Date

Valerie Snow

Printed Name/Title

**SERVICE AGREEMENT
ANNUAL EXTENSION – YEAR 4 OF 4
(RFP No. 12-13-373)**

Pursuant to Section 7, EXTENSION, CHANGES AND AMENDMENTS of the Graphic Design Services & Destination Marketing Price Agreement Service Agreement (Agreement) dated February 20, 2013 between the City of Las Cruces (City) and Moetiv8 Marketing (Contractor), the City and Contractor agree to renew the Agreement for a period of one (1) year, to begin March 1, 2016 and terminate February 28, 2017.

All other terms of the Service Agreement remain the same.

AGREED:

MOETIV8 MARKETING

Valerie Snow

Signature

Digitally signed by Valerie Snow
DN: cn=Valerie Snow, o=moetiv8, ou,
email=brightidea@mindspring.com,
c=US

Date: 2015.11.23 12:52:03 -05'00'

Date

CITY OF LAS CRUCES

Deb Smith

Deb Smith

Purchasing Manager

11/23/15

Date

Printed Name/Title

Anne M. Layne

From: Valerie Snow <brightidea@mindspring.com>
ent: Tuesday, October 25, 2016 11:15 AM
To: Philip San Filippo
Subject: Re: 16-17-051 Selection Notice

Have a Cre8tive Day!

Valerie Snow
moetiv8 marketing
o. 954.920.9646
c. 954.993.3293

On Oct 25, 2016, at 1:09 PM, Philip San Filippo <psfilippo@las-cruces.org> wrote:

I am also thrilled. Now shut-up and get back to work. We have a festival in 6 months.

From: Valerie Snow [<mailto:brightidea@mindspring.com>]
Sent: Tuesday, October 25, 2016 11:02 AM
To: Chris Falvre <CFalvre@las-cruces.org>; Jennifer Bales <jbales@las-cruces.org>; Philip San Filippo <psfilippo@las-cruces.org>; Elizabeth Vega <elizabethi.vega@las-cruces.org>
Subject: Re: 16-17-051 Selection Notice

Yay!!!!
Thank you so much!
It is such an honor to be part of this amazing team.
Always a labor of love for me.

Much gratitude,

Valerie Snow
moetiv8 marketing
o. 954.920.9646
c. 954.993.3293

On Oct 24, 2016, at 6:19 PM, Kelly Covert <kcovert@las-cruces.org> wrote:

Good Afternoon,

EXHIBIT 89

Attached please find the selection notice for RFP 16-17-051, Graphic Design Services & Marketing Destination.

Thank you.

Kelly Covert

Purchasing Specialist/Purchasing/Finance

Direct: 575-541-2529 Main: 575-541-2525, kcovert@las-cruces.org

<image001.jpg>

<16-17-051 selection noti_001.pdf>

Anne M. Layne

From: Jennifer Bales
Sent: Wednesday, March 8, 2017 9:01 AM
To: Philip San Filippo
Cc: Chris Faivre
Subject: RE: Re: Regarding the Recent Tourism Spending Measure

I spoke with Dave in Purchasing.

For every RFP, they put a legal notice in the Bulletin and post it on BidNet which is nationwide, but NM Purchasing Group also posts it which is specifically for NM businesses.
Dave said that only about 37 NM companies utilizes NM Purchasing.

This comes up often. You might ask Stuart to share with Council how purchasing sends out RFP's so they can get the word out and hope more NM businesses, specifically Las Cruces businesses, start utilizing these sources.

Jennifer Bales

Interim Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Philip San Filippo
Sent: Wednesday, March 8, 2017 8:06 AM
To: Chris Faivre <CFaivre@las-cruces.org>; Jennifer Bales <jbales@las-cruces.org>
Cc: valerie@moetiv8.com; mailto:valerie@moetiv8.com
Subject: FW: Re: Regarding the Recent Tourism Spending Measure

Please see the correspondence below. I don't anticipate any fallout from this, since we followed all the rules. I do believe future RFP's will be tougher.

From: Stuart C. Ed
Sent: Tuesday, March 7, 2017 10:30 PM
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: Fwd: Re: Regarding the Recent Tourism Spending Measure

Can you research answer please.

Thanks.
Stuart

EXHIBIT 90

----- Forwarded message -----

From: "Greg Smith" <gsmith@las-cruces.org>
Date: Tue, Mar 7, 2017 at 3:46 PM -0700
Subject: Re: Regarding the Recent Tourism Spending Measure
To: "Miranda Williams" <miranda.l.williams@gmail.com>
Cc: "Stuart C. Ed" <sed@las-cruces.org>

Dear Ms. Williams,

Thank you for sharing your concern. I believe it would be fair to say that we on the Council want to see contracts awarded locally when quality, capacity, and cost are comparable. However, we are also dependent upon our City staff members to bring us their best recommendations.

I am copying City Manager Ed in this response so that he is aware of the questions being asked.

One thing I have brought up in the past is the potential for savings to the City in establishing a purchasing position dedicated to making sure we are actually getting the best deals in our contracts. Perhaps an additional duty could be ensuring that local providers are aware of opportunities when they qualify.

Regards,
Greg Smith

GREGORY Z. SMITH
Mayor Pro Tem
Councillor District 2
The Gateway District

On Mar 7, 2017, at 1:02 PM, Miranda Williams <miranda.l.williams@gmail.com> wrote:

Dear Mr. Smith;

My name is Miranda Williams, I live in your district. I haven't contacted you before, but a matter has come up that I would really like to know more information about. I came across the following article in the Sun-News that mentioned that the city council had awarded an \$88k deal to a Florida company for tourism marketing:

<http://www.lcsun-news.com/story/news/local/las-cruces/2017/03/06/las-cruces-city-council-oks-88k-tourism-spending/98808434/>

As someone who works quite closely with local marketers (I am a graphic designer for St. Clair Winery housed within their marketing department), I was really disappointed that this deal wasn't awarded to a local, or even New Mexico-based marketing firm. Upon reading the article, I was further disappointed to learn that not even the director of marketing and communications, Mr. Faivre, had an answer to why no New Mexico-based marketing firms placed a bid, and could not answer how the bid process was publicized. I would really like some transparency on this issue. I am relatively well-connected with the local marketing industry, and I would think they

would have been interested in being considered for a deal such as this. It could have been a boon to a local business, and thus our local economy.

Can you shed some light on how the bid process was publicized or direct me where I can go to get more information on this process?

Thank you very much for your time.

Sincerely,

Miranda Williams

Anne M. Layne

From: Jennifer Bales
nt: Wednesday, March 8, 2017 3:55 PM
To: Philip San Filippo
Subject: RE: More on the RFP

Meh! You'll be great!

You got this!!

Jennifer Bales

Interim Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Philip San Filippo
Sent: Wednesday, March 8, 2017 3:53 PM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: RE: More on the RFP

n good. I will need a beer tonight. I just had my skype test to make certain that everything was working for the interview. I think it got me a little nervous.

From: Jennifer Bales
Sent: Wednesday, March 8, 2017 3:51 PM
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: RE: More on the RFP

Why thank you! And sorry about the headache!

Jennifer Bales

Interim Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Philip San Filippo
Sent: Wednesday, March 8, 2017 3:49 PM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: RE: More on the RFP

Jaime Rickman contacted Deb. This was completely FYI. Besides, I have a headache; and I wanted to share.

From: Jennifer Bales
Sent: Wednesday, March 8, 2017 3:47 PM
To: Philip San Filippo <psfilippo@las-cruces.org>; Chris Faivre <CFaivre@las-cruces.org>
Subject: RE: More on the RFP

OK – did you want me to work that or has someone contacted Deb in Purchasing?

Jennifer Bales
Interim Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Philip San Filippo
Sent: Wednesday, March 8, 2017 3:46 PM
To: Jennifer Bales <jbales@las-cruces.org>; Chris Faivre <CFaivre@las-cruces.org>
Subject: More on the RFP

Councilor Ganadera has requested to see what the entire RFP process was. This does not appear to be an issue; but thought you needed to know.

Phil San Filippo
Interim Economic Development Director
Direct: 575-541-2166 psfilippo@las-cruces.org
City of Las Cruces, P.O. Box 20000, Las Cruces, NM 88004





Invoice

Date
02/21/17

Invoice No.
5000

Bill To:
Las Cruces CVB
Attn: Chris Faivre
211 N. Water Street
Las Cruces, NM 88001

REMIT PAYMENT TO:
PO Box 2552
Hallandale Beach, FL 33008
954.920.9646

P.O. Number	Terms	Due Date	REP	Job/Project	
17200352	15 Days Net	03/08/17	VS		
	Description				Amount
MONTHLY SERVICES: Marketing / Design / Production Services - FEB 2017					7,333.00

Creative/Design/Production: 60 hrs
Account Administration: 11 hrs
Media Services: 15 hrs

1. Monica Cuevas
 2. Chris Faivre
Chris Faivre

PAID

RECEIVED
FEB 28 2017
ACCOUNTS PAYABLE

	Total	\$7,333.00
	Balance Due	\$7,333.00

EXHIBIT 92

Accept Cancel Search Query Builder Add Update Delete Duplicate Output Office Word Email Schedule Attach Notes Attachments Invoice Audits More... Return

Document	344503	Vendor	4904 Remit 0
Invoice	5000	Name	MOETIVE MARKETING INC
Year/per	2017 9	Terms	
Type	1 Invoice	<input type="button" value="Address"/> <input type="button" value="Remits"/>	
Cash Account	6000 000000 CASH IN BA		
PO	17200852		
Contract			
Gross amt	7,333.00	Desc	RESOLUTION 12-15-1/3 FOR GRAPH
Disc date		Status	P Paid
Disc basis	00	Voucher	367670
Disc percent	000	CHECK RUN	0007400
Net amount	7,333.00	Inv date	03/07/2017
Retainage	00 <input type="button" value="Details"/>	Due date	03/07/2017
Payment meth	F FFT	Work Order/Task	
Check no	86700	Dept/Loc	500
Check date	03/07/2017		

Separate check
 Include documentation
 PA applied

02/24/2017 10:30
 vquezada

 City of Las Cruces, NM
 Purchase Order Receiving

 PO Fiscal Yr 2017
 Vendor Number 4904

 PO Number 17200352
 Vendor Name MOETIV8 MARKETING INC

Code: 192150

Line# 1	Item	Location	Fully Invoiced N
Item Description: REFERENCE CLC FILE #12-13-373 - GRAPHIC DESIGN AND DESTINATION			
MARETING SERVICES YEAR 4 OF 4, THROUGH FEBRUARY 28 2017			

Quantity Ordered	1.00	Received To Date	0.64	Remaining	.36
Received Quantity	0.08	Dollar Amount	7333.00	Date 02/24/17	
Packing Slip# 5000				By vquezada	

Received Comments: INVOICE # 5000 MONTHLY SERVICES FOR MARKETING/DESIGN/PRODUCTION SERVICES FOR FEBRUARY 2017

 Check# 80299 Date 3/9/17
 Entered By [Signature]
 Verified By 03/10/17

** END OF REPORT - Generated by Veronica

1 Veronica Oregado
 2 [Signature]
[Signature]

RECEIVED
 FEB 28 2017
 ACCOUNTS PAYABLE



PURCHASING SECTION
SOLE SOURCE DETERMINATION

ACKNOWLEDGEMENT

I am aware of the City's requirements for purchasing all items via competitive procurement plus criteria for justifying a sole source procurement. I have obtained and assessed necessary technical information and have made a concerted effort to consider and review equipment/services from alternate sources. I have attached pertinent and relevant documentation supporting this effort and from which a sole source determination may be based.

Request By: Jamila Gilbert, Visit Las Cruces Media Publications Manager

(Note: The person requesting a sole source determination should be an expert and capable of supporting this request)

Signed: [Signature] Date: 5/6/19

Recommendation:

Company Name: Bendel Communications International
Contact Name: Peggy Bendel, President
Address: PO Box 2104
City, State, Zip: Benson, AZ 85602
Telephone: (917) 969-9919
Fax Number: ()
Email: Peggy@BendelCommunications.com

PLEASE NOTE: An approved Sole Source Determination may be used for up to two years from date of first use. Information for additional procurements should be added as needed, and then the updated form should be attached to the new requisition(s).

Description of Product/Service:	Requisition #	Estimated Cost	Date
Public Relations company attentive to Visit Las Cruces' needs as a DMO. As our PR source, Bendel Communications International (BCI) helps our organization raise awareness about our destination, maintain a positive reputation, promote tourism, and garner media attention and participation.	TBD	\$57,000.00	July 1, 2019

SOLE SOURCE RATIONALE

(Note: Avoid general or vague understandings and/or unsupported conclusions)

A. Is the purchase a tangible product? (must select Yes or No)

Yes (complete questions 1-8 below) No (continue to Section B)

1. Is it sold exclusively by the manufacturer?

Yes No

If Yes, explain how you arrived at this conclusion:

2. Is it sold exclusively through a single distributor?

Yes No

If Yes, explain how you arrived at this conclusion:

3. Is the product sold through multiple distributors who are restricted to exclusive marketing territories?

Yes No

If Yes, explain how you arrived at this conclusion:

4. Are similar products available to the product from the recommended company?

Yes No

If No, explain how you arrived at this conclusion:

5. Is a similar product obtainable from other sources?

Yes No

If No, explain fully how you arrived at this conclusion:

6. Would a similar product from an alternate source meet the City's requirements?

Yes No

If No, explain how you arrived at this conclusion:

7. Is there substantial duplication of costs by contracting with any other source that would not be recovered through a competitive procurement?

Yes No

If Yes, explain fully how much cost and how you arrived at this conclusion:

8. Would contracting with any other source force an unacceptable delay in meeting the City's requirements?

Yes No

If Yes, explain fully the City's requirements and how you arrived at this conclusion:

B. Is the purchase for services or software?

1. Are similar services or software obtainable from other sources?

Yes No

If No, explain fully how you arrived at this conclusion:

Bendel Communications International has an intimate knowledge of CVB operations and an understanding of our department's marketing goals and past efforts that would cost another source significant time and dollars to learn about and understand. This year is a big year for Las Cruces as a destination with the prospect of space tourism taking suborbital flight in the coming months, and the strategic traction that we have worked together on with this source, would not easily or feasibly be rebuilt with another source.

2. Would similar services or software from alternate sources meet the City's requirements?

Yes No

If No, explain how you arrived at this conclusion:

Bendel Communications International is already familiar with the City's requirements which is of benefit to us during this important year. Similar services would not be able to be brought up to speed with the City's requirements and the CVB marketing goals in a reasonable amount of time.

3. Is there substantial duplication of costs by contracting with any other source that would not be recovered through a competitive procurement?

Yes No

If Yes, explain fully how much cost and how you arrived at this conclusion:

It would be cost prohibitive to contract with another PR agency with the amount of joint effort that Bendel Communications International and the CVB have worked on over the last 3 years. BCI has worked with Visit Las Cruces since 2016, and is an integral piece of the marketing team, working professionally with all other associates for the common goal of promoting Las Cruces as a unique year-round destination.

4. Would contracting with any other source force an unacceptable delay in meeting the City's requirements?

Yes No

If Yes, explain fully the City's requirements and how you arrived at this conclusion:

We are entering a particularly historic year for the City of Las Cruces, as well as the world, with suborbital commercial space tourism on the horizon. An interruption or delay in the provision of PR services during this important year would be an absolute detriment to the city. If and when the times come, this service could be rebid competitively, but at this point in time we as the CVB would not be able to meet the important deadlines of large-scale upcoming projects.

DETERMINATION (to be completed by the Purchasing Section):

Based upon the information and support provided in justifying this request for sole source procurement, a sole source determination is hereby

APPROVED

NOT APPROVED - for the following reason(s):

If a determination for sole source procurement is hereby approved, negotiation with the selected source should be attempted and documented. Documentation includes terms/conditions/price offered prior to and after negotiation.

This determination shall remain effective until such time that the reasons for this determination stated herein no longer apply.

Signed: 

Date: 5-6-2019



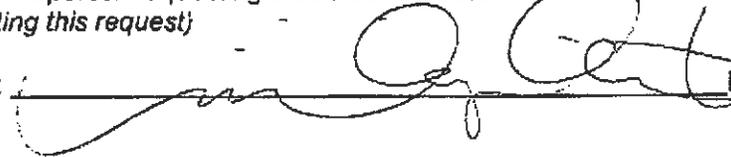
PURCHASING SECTION
SOLE SOURCE DETERMINATION

ACKNOWLEDGEMENT

I am aware of the City's requirements for purchasing all items via competitive procurement plus criteria for justifying a sole source procurement. I have obtained and assessed necessary technical information and have made a concerted effort to consider and review equipment/services from alternate sources. I have attached pertinent and relevant documentation supporting this effort and from which a sole source determination may be based.

Request By: Jamila Gilbert

(Note: The person requesting a sole source determination should be an expert and capable of supporting this request)

Signed:  Date: 5/7/19

Recommendation:

Company Name: Social Media Sharks, LLC
Contact Name: Cynthia Howland
Address: 3061 N Dixie Highway, Suite 7
City, State, Zip: Boca Raton, FL 33431
Telephone: ()
Fax Number: ()
Email:

PLEASE NOTE: An approved Sole Source Determination may be used for up to two years from date of first use. Information for additional procurements should be added as needed, and then the updated form should be attached to the new requisition(s).

Description of Product/Service:	Requisition #	Estimated Cost	Date
SEO and digital marketing services including managing Google Ad Campaigns, Facebook and other social media channel ad campaigns, supporting website enhancements, content promotion and optimization, and database development and maintenance.	TBD	\$35,850	July 1, 2019

SOLE SOURCE RATIONALE

(Note: Avoid general or vague understandings and/or unsupported conclusions.)

A. Is the purchase a tangible product? (must select Yes or No)

- Yes (complete questions 1-8 below)
- No (continue to Section B)

1. Is it sold exclusively by the manufacturer?

- Yes No

If Yes, explain how you arrived at this conclusion:

2. Is it sold exclusively through a single distributor?

- Yes No

If Yes, explain how you arrived at this conclusion:

3. Is the product sold through multiple distributors who are restricted to exclusive marketing territories?

- Yes No

If Yes, explain how you arrived at this conclusion:

4. Are similar products available to the product from the recommended company?

- Yes No

If No, explain how you arrived at this conclusion:

5. Is a similar product obtainable from other sources?

- Yes No

If No, explain fully how you arrived at this conclusion:

6. Would a similar product from an alternate source meet the City's requirements?

- Yes No

If No, explain how you arrived at this conclusion:

7. Is there substantial duplication of costs by contracting with any other source that would not be recovered through a competitive procurement?

- Yes No

If Yes, explain fully how much cost and how you arrived at this conclusion:

8. Would contracting with any other source force an unacceptable delay in meeting the City's requirements?

- Yes No

If Yes, explain fully the City's requirements and how you arrived at this conclusion:

B. Is the purchase for services or software?

1. Are similar services or software obtainable from other sources?

Yes No

If No, explain fully how you arrived at this conclusion:

Social Media Sharks are a long-term strategic partner that provide a tailored social marketing approach to promoting our destination that would require extensive training for another company to be brought up to speed on during this time.

2. Would similar services or software from alternate sources meet the City's requirements?

Yes No

If No, explain how you arrived at this conclusion:

Social Media Sharks are already familiar with our requirements and have an intimate understanding of our marketing goals that are necessary for a strong year for marketing the city. This year in particular, with the anticipated launch of Virgin Galactic, we are needing seamless SEO and email campaign marketing.

3. Is there substantial duplication of costs by contracting with any other source that would not be recovered through a competitive procurement?

Yes No

If Yes, explain fully how much cost and how you arrived at this conclusion:

There would be a substantial duplication of costs to bring on a new company during this time of year during our peak season with the potential of Virgin Galactic launching, and in the promotional months leading to Monuments to Main Street and the Las Cruces Country Music Festival.

4. Would contracting with any other source force an unacceptable delay in meeting the City's requirements?

Yes No

If Yes, explain fully the City's requirements and how you arrived at this conclusion:

We plan to go out for this service via RFP this year, but through December 2019, our busiest time of year, it would be delay-causing and cost prohibitive to see a pause of this service and would hurt our overall marketing goals.

DETERMINATION (to be completed by the Purchasing Section):

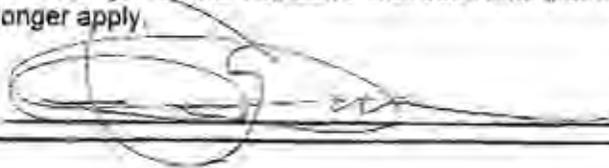
Based upon the information and support provided in justifying this request for sole source procurement, a sole source determination is hereby

APPROVED

NOT APPROVED - for the following reason(s):

If a determination for sole source procurement is hereby approved, negotiation with the selected source should be attempted and documented. Documentation includes terms/conditions/price offered prior to and after negotiation.

This determination shall remain effective until such time that the reasons for this determination stated herein no longer apply.

Signed: 

Date: 5.23.2019

Mailing Address:
CITY OF LAS CRUCES
P.O. BOX 20000
LAS CRUCES, NM 88004
ATTN: HUMAN RESOURCES DEPT.



City of Las Cruces

Human Resources: (505) 528-3100 Job Line: (505) 528-3032 CLC Website: www.las-cruces.org TTY: (505) 528-3188

THE CITY OF LAS CRUCES IS AN EQUAL OPPORTUNITY EMPLOYER

PERSONAL DATA (PLEASE PRINT)

Date:	7/13/07	Position Applied for:	CVB Services Manager	Anticipated Salary \$	\$32K +
Name:	Bales	Jennifer	Lynn		.com
	Last	First	Middle	E-mail Address	
Address:		Las Cruces	NM	88001	
	Street	City	State	Zip Code	
Hm. Phone:	505-	Cell Phone:	505-	Msg. Phone:	505-

US Citizen or legally eligible to work in the United States? Yes No

List all relatives, by blood, adoption, domestic partner, or marriage working for the City and where they work:

EMPLOYMENT WILL DEPEND UPON A FAVORABLE BACKGROUND INVESTIGATION

BACKGROUND INFORMATION

Have you ever worked for the City of Las Cruces? Yes No

If "Yes", when? _____ Supervisor _____ Department _____ Reason for Leaving _____

Have you ever served on active duty with the U.S. Armed Services? Yes No

If "yes". Branch of service: _____ Rank at time of discharge: _____

Principle military duties: _____

Have you ever been convicted of a misdemeanor, a felony, or pled guilty to a felony/misdemeanor including nolo contendere, placed on probation, or given a suspended sentence in court? (Include any convictions by military trial, and any criminal charges of which you are awaiting trial.) Yes No

If you answered "yes" to the preceding question, please explain the circumstances (Conviction is not an automatic bar from employment. Each case is considered on an individual basis.): _____

Valid Driver's License? Yes No State? NM Type: CDL Class A Temporary License

CDL Class B L - CDL Instructional

License Number: _____ Expiration Date: _____ CDL Class C M - Motorcycle

Class D -- Operator Not Applicable

EMPLOYMENT FOR DRIVING POSITIONS WILL BE CONTINGENT UPON A FAVORABLE DRIVING RECORD

EMPLOYMENT RECORD

START WITH YOUR PRESENT OR LAST JOB, AND DESCRIBE YOUR EMPLOYMENT HISTORY. YOU MAY INCLUDE A RESUME WITH YOUR APPLICATION. ADDITIONAL SPACE IS AVAILABLE ON THE BACK OF THIS APPLICATION.

May we Contact this employer regarding your qualifications? Yes No

Employer: Prestige Accommodations Address: 1231 E. Dyer Rd., Suite 240 Phone no. 714-957-9100
City and State: Santa Ana, CA Job Title: Assistant Meeting Planner
Supervisor: Steve Marlin - Owner Employed From: 11/05 To: Present
Month / Year Month / Year
Duties: Please see resume
Hours / Week: 40 Starting Salary: \$ 32000.00 Ending Salary: \$ \$250.00
Reason for Leaving: Still employed as Independent Contractor

Employer: Royal Palms Resort and Spa Address: 5200 E. Camelback Rd. Phone no. 602-840-3610
City and State: Phoenix, AZ Job Title: Conference Services Coordinator
Supervisor: Jocelyn Kraus Employed From: 1/04 To: 11/05
Month / Year Month / Year
Duties: Please see resume
Hours / Week: 40 Starting Salary: \$ 28000.00 Ending Salary: \$ 30000.00
Reason for Leaving: Moved to California

Employer: Paramount Studios Address: _____ Phone no. _____
City and State: Hollywood, CA Job Title: Production Coordinator
Supervisor: Mark Harrington Employed From: 3/03 To: 1/04
Month / Year Month / Year
Duties: Please see resume
Hours / Week: 30 Starting Salary: \$ 15.00 Ending Salary: \$ 18.00
Reason for Leaving: Moved to Arizona

List three professional references whom we may contact regarding your job qualifications.

Name	Occupation	Address	Phone Number
1. <u>Kathleen Haroldson</u>	<u>Meeting Planner</u>	<u>Dallas, TX</u>	<u>241-995-4662</u>
2. <u>Joe Spaccarelli</u>	<u>VP Event Marketing Operations</u>	<u>Parsippany, NJ</u>	<u>973-407-2342</u>
3. <u>Laurie Ybarra</u>	<u>Meeting Planner</u>	<u>Santa Ana, CA</u>	<u>714-957-9100</u>

EDUCATION: Mark Highest Level / Degree Completed GED High School Associate Bachelors Master's Doctorate

Vocational / Business / Trade Schools Attended

Name of School and Location	Diplomas or Certificates Awarded	Hours / Months Completed	Course of Study

College / University Attendance

Name and Location	Number of Hours Completed	Major / Minor	Rcvd. Degree Y / N	Type of Degree	Yr.
Scottsdale Community College		Motion Picture / Broadcast Production	Y	Associates	

List any license(s) or certification(s) you hold: _____

Additional space is available on the back of this application.

Professional License, Certificate or Registration # _____	Expiration Date _____
Professional License, Certificate or Registration # _____	Expiration Date _____

Describe any specialized training pertinent to the job for which you are applying: _____

What languages do you speak? _____

ADMINISTRATIVE SKILLS

Typing WPM: 70 Transcription: # of Yrs. _____ Frequency _____

Data Entry: # of Yrs. _____ Bookkeeping: # of Yrs. _____ Customer Service: # of Yrs. _____

Database Experience: DB2 _____ SQL _____ Oracle _____ Other _____

Can you operate a personal computer? Yes No

Indicate software in which you are proficient: MS Word MS Outlook MS Excel PowerPoint

Other: _____

Use this space to describe other office equipment you can operate: Fax, Copier, Computer

Note: Under Chapter 14, Article 2 NMSA 1978 (sect. 14-2-6), employment applications are considered public record and may be released upon request.

I authorize the City of Las Cruces to make inquiries of my former employers, except as indicated in this application, regarding my previous duties, responsibilities, performance, compensation, and eligibility to hire. I certify that all statements or responses made in this application / resume are true and complete and that all documents are valid; and that I have not omitted any material information or provided false or misleading information. I also understand that any material omission or misrepresentation will result in my disqualification from consideration for employment, or if discovered after I begin will result in discipline, including termination. I also certify that I am able to perform the tasks/duties as stated on the job announcement with or without accommodation(s). I understand that the City of Las Cruces is a public employer; and all current employees will be routinely investigated and those considered for employment will be investigated for felony involvement and a Driver's License Record investigation if the position involves driving on City Business.

Jennifer Bales	7/13/07
Signature	Date

Use this page for any additional information:

Jennifer Balas
Las Cruces, NM
505 [REDACTED]
[REDACTED].com

PROFESSIONAL OBJECTIVE

Desire a position in events management with exposure to opportunities which will further my knowledge of the sales and event planning field while building relationships to ensure a high rate of client satisfaction and retention.

EDUCATION

Scottsdale Community College, Scottsdale, AZ
Associate of Arts & Science, Broadcast & Motion Picture Production, May 2002 ✓

COMPUTER SKILLS

Proficient in Delphi, Springer Miller, Fidelio, Meeting Matrix, Microsoft Word, Works, Excel, Outlook, Publisher, PowerPoint, Adobe Acrobat, Banquet Check Pro, AVID (certified), Final Cut Pro, Movie Magic Budgeting & Scheduling

AREAS OF EXPERTISE

- | | |
|--|---|
| <input type="checkbox"/> Customer Service | <input checked="" type="checkbox"/> Vendor Relations |
| <input checked="" type="checkbox"/> Organization & Execution | <input checked="" type="checkbox"/> Client Follow-up |
| <input type="checkbox"/> Client Relationships | <input type="checkbox"/> Budgeting / Forecasting |
| <input type="checkbox"/> Quality Control | <input type="checkbox"/> Meeting and Event Planning |
| <input type="checkbox"/> Detailed Communication | <input checked="" type="checkbox"/> Management of Group Rooms Inventory |

PROFESSIONAL EXPERIENCE

11.05 - PRESENT MEETING PLANNER, Prestige Accommodations, Santa Ana, CA *11 yrs 8 mos*
•Assisted three senior meeting planners as well as the owner of Prestige Accommodations in the planning and execution of corporate meetings and incentive programs. Groups range from 80 to 6,000 attendees. Clients include: National Environmental Health Association, American Academy of Optometry, American Society of Military Comptrollers, Realogy (formerly Candant Corp.) as well as many others.
•Guide clients in the planning process in order to prepare detailed event orders and estimates of total costs
•Provide full service catering and event planning to corporate and incentive groups in a variety of settings.
•Develop menus and themes that incorporate extensive entertainment and décor.
•Communicate vital information to ALL operational departments of hotel or convention center.
•Worked extensively with hotel and convention center staff all affiliates and vendors to ensure client satisfaction during pre-convention, convention and post convention coordination and execution.
•Have traveled extensively nationally and internationally for conferences and have built strong relationships with various national vendors and hotel chains.

01.04 - 11.05 CONFERENCE SERVICES COORDINATOR, Royal Palms Resort & Spa, Phoenix, AZ *11 yrs 10 mos*
•Independently facilitate planning and execution of group bookings, and follow-up to solicit client feedback and repeat business. Guide clients in the planning process in order to prepare detailed event orders and estimates of total costs. Up sell menu items, beverage packages and upgraded wine to obtain maximum revenue potential in food & beverage.
•Responsible for day-to-day operations of the Administrative team.
•Provide full service catering and event planning to corporate and incentive groups in a variety of settings.
•Develop menus and themes that incorporate extensive entertainment and décor, and coordinate and communicate banquet and vendor efforts.
•Communicate vital information to ALL operational departments.
•Oversee distribution of banquet event orders and weekly schedule of events.
•Knowledge of all meeting room set-up and audiovisual capabilities to ensure proper space utilization while maximizing productivity and revenue.
•Maintain office organization, supervise administrative work and maximize productivity to limit overtime.
•Assisted in the reconstruction of vendor program to ensure consistency, quality control and to maximize revenues for the resort.
•Advised Director of Catering & Conference Services of ways to help department run more efficiently.
•Assisted Director of Catering & Conference Services in restructuring of catering menus to effectively increase revenues.
•Assisted Director of Catering & Conference Services with monthly pace, budget and forecasts.

03.03 - 01.04 PRODUCTION COORDINATOR, Paramount Studios, Hollywood, CA *10 mos*
•Production Coordinator for such shows as Becker, Frazier and Dr. Phil

- Coordinated with various studio departments to ensure availability and delivery of equipment needed for the timely filming of shows
- Negotiated wages and contracts with Industry Unions for hiring of talent and crew
- Auditioned and hired background extras
- Coordinated off-studio tapings: transportation, permits, schedules, payroll, catering, equipment, crew, rentals and locations

08.00 – 10.03 Independent Contractor for Film & Television Industry; Sherman Oaks, CA
 • See detailed description of various positions listed below

- 05.99 – 10.03 PRODUCTION MANAGER; On the Go Marketing, Sherman Oaks, CA
- Production Manager for several National Commercials, Music Videos and Television Shows
 - Commercials; Acura, Taco Bell, MetRx, Budweiser, Toyota, Aquafina
 - Music Videos; Lenny Kravitz, Christina Aguilera, Limp Biskit
 - Television Shows; "The Sonoran Dessert" for the Discovery Channel
 - Produced budget, hired all crew personnel and talent, and Scouted and acquired location for each project.
 - Obtained through purchase or rental, all needed equipment.
 - Produced 8-week cross-country marketing tour for Georgia Pacific-Brawny Paper Towels.
 - Managed 5 "Brawny Girls", schedules, travel arrangements, accommodations and finances

4/02 5/00

- 03.01 – 03.02 PRODUCTION COORDINATOR; ABC Channel 15, KNXV-TV, Phoenix, AZ
- Production coordinator for Sonoran Living and News at Noon
 - Edited spot (out of studio) tapes for broadcast
 - Operated Teleprompter for Newscasters
 - Created story packages; concept to scripts
 - Wrote voiceover scripts for stories without stand up journalists
 - Coordinated on-air quests schedules, transportation and pre-show preparation

1/02

- 08.00 – 02.02 PRODUCTION MANAGER; Go Media Companies / Media Solutions Pros, Phoenix, AZ
- Produced more than two dozen local commercials and live satellite broadcasts
 - Hired all crew personnel and talent
 - Obtained through purchase or rental, all needed equipment
 - Scouted and confirmed locations
 - Produced budgets which won twelve of twelve contract bids
 - Scheduled postproduction and follow-up to ensure timely delivery of the product to the client

1/02-6/00

- 05.97 – 08.00 PRODUCTION COORDINATOR; Creative Entertainment Group, Century City, CA
- Production Coordinator for several National Commercials and Music Videos
 - Commercials; McDonald's, iMac, Toyota
 - Music Videos; Garbage, Blink 182
 - Hired all crew personnel and talent
 - Obtained through purchase or rental, all needed equipment
 - Coordinated schedules, transportation, catering, locations, payroll, equipment, permits, crew and talent
 - Negotiated pricing with top industry vendors
 - Arranged for filming permits
 - Scouted and acquired locations
 - Negotiated wages and contracts with various industry unions for talent and crew

2/97-2/00

- 02.95 – 04.97 EVENT COORDINATOR; Mile High Adventures & Entertainment, Phoenix, AZ
- Planned and executed a variety of events for groups of 50 or more, including theme dinner parties, rock repelling, roller-blading, bungee jumping, hiking, jeep tours and houseboat parties.
 - Coordinated schedules, catering, rental equipment, vendors and locations.
 - Acted as Social Director to new clients.

2/95 2/00

COMMUNITY INVOLVEMENT & PERSONAL ACCOMPLISHMENTS

- Volunteered with the Phoenix Crisis Nursery: 90-93
- Volunteered to Produced 4 Public Service Announcements
- Red Light Coalition, Mothers Against Drunk Driving, AIDS Awareness, LAPD Drug Enforcement

Evelyn Nguyen

From: Jen Bales [mailto:jbales@cityoflas-cruces.com]
Sent: Friday, July 13, 2007 11:43 AM
To: Jobs
Subject: Application for CVB Services Manager

Attachments: 1954806224-Application Form.doc



Application
Form.doc (216 KB)

To Whom is may Concern,

This email is in response to the advertisement on the City of Las Cruces website for CVB Services Manager. I have attached a personal resume along with the application form so you may review my credentials.

I sincerely believe that, with my experience and career goals, I would be an asset to the Convention and Visitors Bureau. I would like to arrange a personal interview at your earliest convenience so we may discuss ways that I can significantly contribute to the CVBs organization, growth, and profitability.

Thank you in advance for your time and consideration.
I look forward to speaking with you soon.

Sincerely,

Jennifer Bales

16 1/2 hrs

Need a vacation? Get great deals
to amazing places on Yahoo! Travel.
<http://travel.yahoo.com/>

Reference Check Record

Jennifer Beals Services Manger
Name of Applicant Position Applied for

Laurie Ybarra Meeting Planner
Person Providing the Following Information Position/Title

Prestige Accommodations Santa Ana, CA 714-957-9100
Company City/State Telephone Number

Worked as a meeting planner
Organizational Relationship to Applicant

1. What were his/her dates of employment? From _____ to _____ NA
2. What was his/her title? _____ NA
3. What was his/her beginning and ending salary _____ NA / _____
4. What were the major responsibilities for his/her position?
All aspects of meeting planning
5. Did s/he typically fulfill these responsibilities adequately?
Yes, she spoiled us
6. What equipment did s/he operate? (Ask only if job-related)
Computers, office equipment
7. If his/her duties require extensive interaction with people, did she/he perform these duties satisfactorily? (Ask only if job-related)
Perfect, no problems, communicated well with others
8. Did the candidate ever have a problem with violence in the workplace? Never
9. Did the candidate ever have a problem with harassment in the workplace? Never
10. Did s/he leave your employment voluntarily? NA
11. If you were in a situation to rehire this individual, would you? Without a doubt.

7/27/07
Date

Chris Faure
Recorded By

Reference Check Record

Jennifer Beals Services Manger
Name of Applicant Position Applied for

Kathleen Haroldson Meeting Planner
Person Providing the Following Information Position/Title

K&M Meeting Professionals Dallas, TX 214-995-4662
Company City/State Telephone Number

Hired her to assist with large meetings
Organizational Relationship to Applicant

1. What were his/her dates of employment? From _____ to _____ NA
2. What was his/her title? _____ NA
3. What was his/her beginning and ending salary _____ NA / _____
4. What were the major responsibilities for his/her position?
Managed large meetings/conventions
5. Did s/he typically fulfill these responsibilities adequately?
Yes, wonderful, no matter how long the day, works it with a smile
6. What equipment did s/he operate? (Ask only if job-related)
Computers
7. If his/her duties require extensive interaction with people, did she/he perform these duties satisfactorily? (Ask only if job-related)
Gets along with even the most difficult of difficult clients
8. Did the candidate ever have a problem with violence in the workplace? Never
9. Did the candidate ever have a problem with harassment in the workplace? Never
10. Did s/he leave your employment voluntarily? NA
11. If you were in a situation to rehire this individual, would you? YES, in a second!

7/22/03
Date

Chris Figue
Recorded By

Reference Check Record

Jennifer Beals Services Manger
Name of Applicant Position Applied for

Joe Spaccarelli Meeting Planner
Person Providing the Following Information Position/Title

Event Marketing Parcippany, NJ 873-407-2342
Company City/State Telephone Number

Hired her to assist with large meetings
Organizational Relationship to Applicant

1. What were his/her dates of employment? From _____ to _____ NA
2. What was his/her title? _____ NA
3. What was his/her beginning and ending salary _____ NA / _____
4. What were the major responsibilities for his/her position?
Managed large meetings/conventions
5. Did s/he typically fulfill these responsibilities adequately?
Yes, 100%
6. What equipment did s/he operate? (Ask only if job-related)
Computers
7. If his/her duties require extensive interaction with people, did she/he perform these duties satisfactorily? (Ask only if job-related)
Yes, the best I have ever seen.
8. Did the candidate ever have a problem with violence in the workplace? Never
9. Did the candidate ever have a problem with harassment in the workplace? Never
10. Did s/he leave your employment voluntarily? NA
11. If you were in a situation to rehire this individual, would you? YES!

7/21/07
Date

Chris F...
Recorded By

PERSONNEL ACTION NOTICE
For Hires, Terminations, Status Changes



City of Las Cruces

CITY OF LAS CRUCES

JAN 23 2013

HUMAN RESOURCES

Name: Bales Jennifer Lynn
Last First Middle
 Address: [Redacted] Las Cruces NM 88011 Title: CVB Services Manager
No. and Street City State Zip
 Employee ID No.: 2160 Date: 1/8/13 Department/Section: CCS/CVB

HIRE

Effective Date: _____

- New Hire Reinstatement Part-time Regular Conditional Seasonal Probation
 Rehire Full-time Temporary Emergency Grant Funded Contract

Department: _____ Pos. No.: _____ Pay Grade/Step: _____ Base Rate: _____

Comments/Account #: _____ End Date (Temp/Seasonal): _____

TERMINATE

Effective Date: _____

- Voluntary Another Position Military Enlistment Return to School Retirement Relocate
 Health Reasons Dissatisfied with supervisor Dissatisfied with pay
 Dissatisfied with job Other Comments: _____
 Involuntary Job Abolished Layoff Death Retirement Excessive Absence
 Unsatisfactory Performance Violation of Rules Unauthorized Absence
 End of Temporary Hire Other Comments: _____

STATUS CHANGES

Effective Date: ~~1/8/13~~ 1/27/2013 Employee ID No.: 2160 SC Code*: _____

	Department	Section	Position No.	Pay Grd/Step	Base Rate	Job Title	% of Change
From:	CCS	CVB	560061110	38	\$20.96	CVB Services Manager	
To:	CCS	CVB	560061110	52	\$23.35 23,365.8	CVB Services Manager	11.5%

per worksheet

Comments: 3.8
 Account Number: 27205020

***Explanation of SC Codes:**

- | | | | |
|---------------------------|----------------------------|-----------------------------|-----------------------------|
| 1. Merit Increase | 6. Reassignment | 11. Return Leave of Absence | 16. Other (use space above) |
| 2. Promotion | 7. Mutual Agreement | 12. Reallocation Increase | |
| 3. Reclassification | 8. Reorganization | 13. Longevity Increase | |
| 4. Automatic Progression | 9. Transfer | 14. End Probation | |
| 5. Downgrade & Reclassify | 10. Start Leave of Absence | 15. Certification Increase | |

Analyst AH 1-28-13
 promoted AH 2-06-2013
 drug test _____
 driver's license _____
 NOT _____

Employee Acknowledgement (Pending Final Approval)

APPROVAL:

 Section Administrator / Date 1/8/13

 Department Director / Date 1/23/2013

Director of Human Resources / Date 1-28-13

 Assistant City Manager / Date 1/21/13

 City Manager / Date 1-31-13



JOB DESCRIPTION

Job Title: CVB Services Manager
Pay Grade: 38
FLSA: Exempt

Job Code: SCSM
Effective Date: July 2007
Revision Date: September 2007

NATURE OF WORK

Responsible for organizing, coordinating and directing all operations required for servicing conventions and tradeshows and to provide support to the CVB sales staff for services, special programs and promotions.

DUTIES AND RESPONSIBILITIES:

- Provides diverse administrative support functions to the CVB sales staff; Create materials for special programs/promotions and packages such as golf packages, weekend packages, etc; act as a liaison between meeting planners and local service providers to assist in planning entertainment, tours, shopping, and family programs; work with tour operators and group leaders to coordinate special tours/itineraries for the area; solicit, collect, file, and maintain information for speakers/entertainment; participate in the planning and coordination of familiarization tours and site inspections.
- Assists with expanding and coordination of various special programs; provide convention registration assistance to various groups by communicating effectively and professionally with meeting planners; work with convention groups to help promote their events by sending information about upcoming meetings, conventions, and events to local newspaper and visitor centers; work with the Media Manager by forwarding news releases received from planners and visit each convention/meeting while it is taking place in order to resolve issues that may arise; attend and organize pre/post event meetings with meeting planner and appropriate vendors; provide post-event evaluations to determine the success of the meeting/tradeshow, and share results with all involved.
- Maintains directory of convention services with transportation, local attractions, entertainment, sightseeing tours, social functions, outdoor activities, information, etc; maintain a well-informed, working knowledge of the attractions and services available in the area to visitors and act as a liaison between these entities and the client; research information on new companies or activities beneficial to the meeting, tour, and sports market as well as assist the Visitor Information Specialist in developing and maintaining visitor information; deliver public presentations focused on the meetings and tourism areas for services/attractions when requested.
- maintain a cohesive working relationship with all other CVB personnel to ensure a unified and effective promotional effort; recommend and develop new and improved services and programs to serve customers; issue, route, and record post-convention surveys and reports each month; establish contact with convention and meeting planners who are scheduled to bring groups into the area and provide them with promotion packages and maintain written, telephone, and personal contact with the clients.
- Participates with the tourism, meeting, and sports markets in working consumer trade shows: Assists with pre and post show logistics, planning, and ordering booth equipment; prepare and mail collateral to tradeshow destination; assist with follow-up fulfillment and data entry.
- Plan and coordinate all facets of National Tourism Week: Determine events to be held prior to and during National Tourism week; solicit contributions from area service providers for planned events; work closely with Media Manager to publicize all events associated with National Tourism Week.
- Provide clerical support functions for CVB Sales staff: Assist with mailings; maintain departmental calendars for site tours, tradeshows and various meetings; input service orders in INFO TRAC and/or Inquiry+ specialized software; attend monthly hotel sales meeting and any other necessary meetings; gather information for new or updating of sales materials; oversee preparation of event materials such as pre-typing name tags for events if needed; maintain services department report including monthly attendance/revenue reports; retrieve reports and queries when requested; update post-convention

This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of an incumbent. An incumbent may be asked to perform other duties as required.

reports for various sources including subscription services such as CINET; develop, update, and enforce registration policies and procedures; work with CVB Distribution Specialist to monitor and maintain correct inventory level of registration-related materials.

MINIMUM QUALIFICATIONS:

Equivalent to an associate degree in Pre-Business, Hospitality Services, or related field PLUS two (2) years experience in the hospitality or customer service industries. A combination of education, experience, and training may be applied in accordance with City of Las Cruces policy.

Licenses/Certifications:

Valid Class D driver's license.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:

Knowledge of: Principles and practices of public relations, marketing, promotion and advertising; correct English usage, grammar, composition, spelling, punctuation and vocabulary; Microsoft package software (Word, Excel, and Outlook); City organization, operations, policies and procedures.

Ability to: Assess and prioritize multiple tasks, projects and demands; communicate clearly and concisely, orally and in writing; coordinate multiple assignments and meet deadlines; take initiative and exercise sound independent judgment within areas of responsibility; establishing and maintaining effective working relations with co-workers and representatives from businesses and community groups/organizations.

Skills in: Communicating effectively with other employees, community groups/agencies, and the public by telephone, in person, and in group settings; preparing and presenting information for diverse audiences; writing and editing effectively; using initiative and independent judgment within established procedural guidelines; effective oral and written communication; establishing and maintaining effective working relations with co-workers and representatives from businesses, organizations, and government agencies.

Environmental Factors:

85% in an internal office environment and 35% in an external environment with no notable hazards or adverse environmental conditions.

Physical Factors:

Requires frequent lifting/carrying up to 40 pound brochures/promotional materials. Frequent use of a personal

Work Situation Factors:

Position involves competing demands, performing multiple tasks, working to deadlines, occasional work beyond normal business hours, responding to customer issues, and occasional out-of-town travel.

Employee's Signature/Date

Supervisor's Signature/Date

[Handwritten Signature]
(This position description accurately reflects my current job)

[Handwritten Signature] 7-27-10
(This position description reflects the employee's current job)

*Although Not Reflective of
Current job description*



JOB DESCRIPTION

Job Title: Convention and Visitors Bureau (CVB) Services Manager
Pay Grade: 52
FLSA: Exempt

Job Code: SCSM
Effective Date: July, 2007
Revision Date: October, 2012

NATURE OF WORK

Organize, coordinate, oversee, and direct activities, operations, and staff responsible for sales, marketing, and promoting Las Cruces as a desirable destination for travel, film, sports, and business opportunities.

DUTIES AND RESPONSIBILITIES:

- Manages and oversees daily operations in accordance with established policies and procedures to meet strategic goals and objectives; meeting planner and liaison for convention and event planners, and other service providers, to assist in planning and creating successful programs and events; develop and coordinate convention, tourism, sports, film and media events, tours, and site inspections for potential and future clients to facilitate generation of repeat business.
- Researches, develops, and implements programs and activities related to CVB, film, and other media productions; solicits convention, tourism, and sporting event business through a variety of venues, mediums, and activities in efforts to maximize the economic impact to the City.
- Meets regularly with staff to review work in progress, discuss and resolve administrative, workload and technical issues, and prioritize and assign tasks and projects; evaluates and analyzes functions, resources, processes and procedures to identify issues and recommend changes for improvement.
- Manages assigned staff through appropriate delegation and work to ensure proper levels of service and resources; conducts performance evaluations and develops performance goals and objectives; interprets policy, provides leadership, direction and coaching to employees; provides assistance and training.
- Develops, monitors, prepares, and approves budgets and expenditures according to established guidelines; manages the collection, analysis and reporting of project, operations, and financial data; initiates and processes purchase requests in accordance with City procurement code; prepares and presents various special and recurring reports to ensure accurate and timely communication of information.
- Assists with expanding and coordinating various programs; provides convention registration assistance to various groups by communicating effectively and professionally with meeting planners; works with convention groups to assist in promotion of events; attends and organizes pre/post event meetings with appropriate associates and vendors; conducts post-event evaluations to provide data for review and analysis.

MINIMUM QUALIFICATIONS:

Bachelor's Degree in Marketing, Hospitality, Restaurant and/or Tourism Management, Business or Public Administration or related field PLUS five (5) years of experience in hospitality, tourism, or event management industries. A combination of education, experience, and training may be applied in accordance with City of Las Cruces policy.

Licenses/Certifications:

Valid Class D driver's license may be required or preferred. If applicable, position requires an acceptable driving record in accordance with City of Las Cruces policies.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:

Considerable Knowledge of: principles and practices of public relations, marketing, advertising, sales, event planning, project, program and records management, administrative management, and employee supervision; purchasing rules and regulations; current local and state regulations and incentives related to media and film production; area resources, physical locations, events and attractions; convention center management and operations; developing and implementing marketing and business plans; purpose, use, and benefits of community programs, resources, activities and support agencies; business and personal computers and related software applications; correct English usage, grammar, composition, spelling, punctuation and vocabulary to successfully meet established goals and objectives.

This job description indicates in general the nature and levels of work, knowledge, skills, abilities and other essential functions (as covered under the Americans with Disabilities Act) expected of an incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties

Job Title: CVB Services Manager

Job Code: SCSM

Ability to: assess and prioritize multiple tasks, projects, and demands to ensure achievement of goals and objectives; communicate effectively orally and in writing; firmly and impartially supervise, coach, counsel, mentor, lead and direct the activities of staff; take initiative and exercise sound independent judgment within areas of responsibility; research and compile applicable information and maintain records; prepare and present accurate and reliable reports; assess and prioritize multiple tasks, projects and demands; establish and maintain effective working relations with co-workers and representatives from businesses and community groups/organizations.

Skills in: effectively managing and supervising staff and related programs and projects; operating a personal computer with installed generic and specialized software; preparing and presenting information in a clear and concise manner.

Environmental Factors:

Work is performed primarily in standard office environments at various locations and facilities and outdoors, where occasional hazards may exist, including uneven ground surfaces as well as varied weather and traffic conditions.

Physical Factors:

Light physical demands; some lifting and carrying of supplies, brochures, promotional materials and equipment weighing up to thirty (30) pounds. Frequent use of a personal computer.

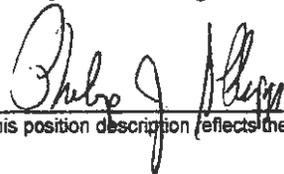
Work Situation Factors:

Position involves competing demands, performing multiple tasks, working to deadlines, occasional work beyond normal business hours, responding to customer issues, and occasional out-of-town travel.

Employee's Signature/Date

 1/8/13
(This position description accurately reflects my current job)

Supervisor's Signature/Date

 1/8/13
(This position description reflects the employee's current job)

Reclassification from grade 38 to 52

	Salary	% Change	Grade	Min	Mid	Max
Current	\$ 43,601.38		38	\$ 33,557.17	\$ 41,946.46	\$ 50,335.75
Proposed	\$ 48,600.79	11.5%	52	\$ 47,415.40	\$ 59,269.25	\$ 71,123.10
Grand Total	\$ 4,999.41					

Beth Mohr

From: Philip San Filippo
Sent: Monday, April 10, 2017 9:45 AM
To: Annette Granado
Subject: Hiring Process - Executive Director CVB
Attachments: Hiring Process - Executive Director CVB.docx

See if this makes sense.

Phil San Filippo
Economic Development Director
Direct: 575-541-2166 Cell: 575-386-6246
Email: psfilippo@las-cruces.org
City of Las Cruces, P.O. Box 20000, Las Cruces, NM 88004



EXHIBIT 98

MEMORANDUM

To: Flo Pierce, Human Resources Analyst

From: Phil San Filippo, Economic Development Director **Initials:**

Date: April 10, 2017 **File #:** FA#17-007

Subject: Hiring Packet for Executive Director CVB

Outlined in this document and attached are the process and interview questions for the Executive Director CVB position. It will be posted for 21 days. I will serve as the Hiring Manager through the full process.

The position will be posted with the salary range and any preference to veterans and internal candidates that should be listed on the position posting.

Once the position closes, all applications are to be forwarded to me for scoring (initial screening) for education and experience requirements set out in the position description, and for responses to the Supplemental Questions added to the application. Scoring for initial screening will be based on the attached spreadsheet. Once I have scored all the applicants, I will advise you of the final interview pool based on the options outlined below:

Interview Process – Option A – Internal Candidates Only:

If there are at least three internal applicants who meet all the minimum requirements in accordance with CM Policy 1.14, face to face interviews will be granted to no less than three of the top qualified, internal candidates.

Interview Process – Option B – 5 or fewer qualified candidates:

If there are less than or equal to 5 qualified (maximum) applicants, then all applicants will be interviewed. If there is a clear division in the scoring of the 5 highest qualified applicants, a smaller pool will be interviewed and such will be coordinated through your office. In this instance, 100% of the scoring shall be comprised of the face-to-face interview scores.

If there are more than five qualified (maximum) applicants; a phone or skype interview will be conducted with a screening committee comprised of Ana Berrun, Advisory Board Member of Visit Las Cruces; Udell Vigil, PIO Director; and I.

The interview questions and the preliminary screening questions, if necessary, are attached for your review and approval. The interview questions will be the same if the pool is drawn from option A or B. The scoring for all panel members will be averaged to provide the applicants' final interview score. I have also attached the questions and scoring should a preliminary screening interview be required. As it

relates to interview scoring, each member of the interview panel will score the weighted questions for a maximum of 100 points per candidate interviewed. The 100 point weighted scale would apply for the interview and the preliminary screening, if necessary.

The interview committee shall consist of Lou Sisbarro, representing the Board of Friends of Visit Las Cruces; Ana Berrun, representing the Advisory Board of Visit Las Cruces, Jen Schroer, CEO of the New Mexico Hospitality Association; Udell Vigil, PIO Director and myself.

Once interviews are completed, the successful candidate will be subject to receipt of favorable results on the reference checks (previous employers/supervisors will be contacted.) You will be asked to review the complete selection process prior to me making a tentative offer. The complete hiring packet, including a Personnel Action Notice, will be sent to your office for processing in accordance with standard City procedures once a tentative offer has been made. I will send non-selection letters to all candidates who were interviewed but not selected, all other non-interview candidates should be notified by your office. Once a person has accepted the position, I will provide them with a comprehensive departmental orientation.

Attachment(s):

1. Initial screening spreadsheet
2. Interview questions
3. Interview question rubric

Beth Mohr

From: Philip San Filippo
Sent: Monday, April 17, 2017 12:30 PM
To: Annette Granado
Subject: HR

Can you follow-up with Flo in HR and find out when the CVB position will be posted.

Phil San Filippo
Economic Development Director
Direct: 575-541-2166 Cell: 575-386-6246
Email: psfilippo@las-cruces.org
City of Las Cruces, P.O. Box 20000, Las Cruces, NM 88004



Beth Mohr

From: Philip San Filippo
Sent: Friday, April 21, 2017 4:44 PM
To: Jo Richards
Subject: RE: CVB Director - Revised Job Description

Looks good! Thank you so much. Please post as soon as possible.

From: Jo Richards
Sent: Friday, April 21, 2017 4:30 PM
To: Philip San Filippo <psfilippo@las-cruces.org>
Cc: Andre Moquin <amoquin@las-cruces.org>; Alicia Hernandez <alhernandez@las-cruces.org>
Subject: CVB Director - Revised Job Description

Good afternoon,

I've attached the updated job description for your review.

Thanks!

Jo M. Richards
Human Resource Manager/Human Resources Department/Core Services
Direct: 575-528-3090 Main: 575-528-3100, jrichards@las-cruces.org





JOB DESCRIPTION

Job Title: Convention & Visitors Bureau (CVB) Director
Pay Grade: AD68
FLSA: Exempt

Class Code: C029
Effective Date: July, 2007
Revision Date: April, 2017

NATURE OF WORK

Plans, develops, organizes, coordinates, and manages staff, activities, sales and marketing programs to promote increased tourism and revenue enhancement in Las Cruces by booking conventions, meetings, and other events in accordance with the City's mission and strategic efforts.

DUTIES AND RESPONSIBILITIES:

- Plans, coordinates, and manages convention, tourism, and sports promotions and media publications; coordinates CVB programs and activities with other departments, agencies, boards, organizations, businesses, associations, and Chambers of Commerce to accomplish strategic goals and ensure appropriate services are provided.
- Prepares, reviews, and manages the CVB marketing and project plans to meet established objectives; coordinates planning and operational issues for the convention center, hotels, and service industry organizations to ensure customer expectations are met; assesses local and regional market dynamics and develops communication strategies to market Las Cruces as a desirable destination.
- Meets regularly with staff to review work in progress, discuss and resolve administrative, workload, and various other issues, and prioritize and assign tasks and projects; evaluates and analyzes functions, resources, processes, and procedures to identify issues and recommend and implement changes for improvement; interprets applicable rules and regulations to provide guidance in developing, implementing, and administering policies and procedures.
- Manages staff through proper delegation and work supervision to provide appropriate levels of service and resources; coordinates and manages various projects, monitors work, evaluates performance, trains, counsels, coaches, and instructs employees to meet established goals and objectives; ensures staff adhere to established policies and procedures to remain compliant with local, state, and federal regulations.
- Manages and monitors financial activities of assigned budgets and oversees procurement activities to assure compliance with established policies, procedures, and processes; assures appropriate allocation of available resources; manages the collection, analysis, and presentation of project, operational, and financial data; manages grant application processes and prepares and presents proposals and various special and recurring reports and documents to provide timely and accurate information.
- Participates in meetings with City Council, regional organizations, community groups, and other agencies to ensure accurate and consistent communication of information; organizes, conducts, and participates in formal and informal meetings to promote a positive image of the City; participates on the CVB Advisory Board to keep members involved and informed of issues, define objectives, develop strategies, and coordinate activities.
- Analyzes issues and recommends and implements solutions within scope of authority; assures CVB programs and activities comply with applicable laws, policies, procedures, and regulations to meet established goals; reviews and approves project plans, requests for proposals, reports, and procedures and sets project priorities to ensure deadlines and performance standards are met.
- Interacts with customers to provide the appropriate level of response to inquiries, issues of concern, and requests for information, or explanation, regarding various services, processes, policies, and/or procedures.

MINIMUM QUALIFICATIONS:

Equivalent to a High School diploma AND seven (7) years of progressively responsible experience in sales, marketing, and event coordination in hospitality and/or tourism related industries. A combination of education, experience, and training may be applied in accordance with City of Las Cruces policy.

Job Title: CVB Director

Class Code: C029

Licenses/Certification(s)

Valid driver's license is required. Position requires an acceptable driving record in accordance with City policy.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:

Considerable Knowledge of: principles, practices, techniques, activities, rules, and regulations related to the operations and functions of the services provided; principles and practices of legal, ethical, and professional rules of conduct and effective customer service and problem resolution techniques; occupational and environmental safety and health hazards, and safety practices; principles and practices of administrative management, including personnel rules, budgeting, cost accounting, strategic planning, and effective employee supervision, training, and development; methodologies, practices, and techniques of market research and analysis; principles of record keeping and records management; safe and effective use and maintenance of related tools and equipment; methods and standards for preparing business correspondence; business English, spelling, and grammar; basic and specialized personal computer applications; modern office practices and procedures; mathematical aptitude; City organization, operations, policies and procedures to effectively perform the required functions and duties of the position.

Ability to: perform a variety of duties and responsibilities timely and with accuracy to meet deadlines and to ensure achievement of goals and objectives; read, understand, interpret, and ensure compliance with a variety of policies, procedures, rules, and regulations governing related activities, programs, and functions; safely operate associated equipment and motor vehicles; navigate across even and uneven surfaces; perform technical reading and writing; communicate appropriately and effectively orally and in writing; use sound judgment in decision-making with routine operations and during emergencies; research and compile applicable information and maintain accurate records; prepare and present accurate and reliable reports containing findings and recommendations; review documents and extract relevant information; firmly and impartially supervise, coach, lead, and direct the activities of staff; establish and maintain effective and appropriate working relationships with employees, other agencies, and the public; use initiative and independent judgment within established procedural guidelines to successfully meet established goals and objectives.

Skills in: analyzing issues, evaluating alternatives, and making logical recommendations based on findings to address issues and/or improve services, procedures, policies, and methods; planning, recommending and implementing strategies and practices to ensure continued business relationships with customers; researching, interpreting and communicating policies, regulations, and procedures and information; using independent judgment and personal initiative; maintaining complete and accurate records; operating a personal computer with installed generic and specialized software; effectively managing and leading staff and delegating tasks; assessing and prioritizing multiple tasks, projects and demands.

Environmental Factors

Work is performed primarily in a standard office environment; travel to other facilities and locations involves exposure to all weather and traffic conditions.

Physical Factors

Light physical demands; mostly desk work, some lifting and carrying of files and reports. Frequent to constant use of a personal computer.

Work Situation Factors

Position involves competing demands, performing multiple tasks, working to deadlines, occasional work beyond normal business hours, responding to customer issues, and traveling for various conferences and meetings. Regular attendance is an essential function of this job to ensure continuity of services. Position is subject to drug testing in accordance with applicable State and Federal regulations and City of Las Cruces policies.

Employee's Signature/Date

Supervisor's Signature/Date

(This position description accurately reflects my current job)

(This position description reflects the employee's current job)

MEMORANDUM

To: Stuart C. Ed, City Manager

From: Phil San Filippo, Economic Development Director

Date: June 1, 2017

Subject: Request to Hire – CVB Director

Initials: 

File #: FA#17-018

The CVB Director position was posted on April 25 and closed on May 15. A total of ninety-four (94) applicants applied for the position. Nine (9) of the ninety-four (94) were internal candidates. Human Resources initially released the nine internal candidates for screening. Of the nine internal candidates, only one scored at an acceptable level. The remaining eighty-five applicants were then released and each were screened according to the plan outlined in the memorandum. I reviewed and ranked the applications based on the criteria listed in the job description. We then chose the five top finalists to be interviewed. At the last moment, one of the five candidates withdrew for unknown reasons. On May 31, an interview panel consisting of Jen Schroer, CEO, New Mexico Hospitality Association; Lou Sisbarro, Friends of Visit Las Cruces Board Member; Ana Berrun, Visit Las Cruces Advisory Board Member; Udell Vigil, City of Las Cruces PIO Director; and I interviewed the finalists. Each member of the panel completed his own scoring sheet for the four remaining finalists.

Of the four interviews that were conducted, Jennifer Bales, Interim CVB Director, received the highest score by each of the panelists. Ms. Bales has been with the CVB for almost 10 years. Prior to coming to Las Cruces, she has been a Production Assistant for Paramount Studios in Los Angeles; worked as an event planner for one of the top 3rd party planning companies in the US; as well as an events manager for a resort in Arizona. Ms. Bales recently completed a 3-year sales management program sponsored by the International Association of Venue Management (IAVM) and Cornell University; and she will soon be completing her Certification as a Destination Marketing Executive (CDME) sponsored by Destination Marketing Association International (DMAI). The CDME designation in the tourism industry is rapidly becoming the industry gold standard; and Ms. Bales would be the first in New Mexico to achieve this designation.

Based on Ms. Bales' qualifications and the results of her scores from the interview panel; I hereby request hiring Jennifer Bales as the CVB Executive Director. With her 10 years of experience with the Las Cruces CVB and her extensive background; I recommend a starting annual salary of \$72,562.66 which will be paid out of 23515001-601000-11460, which has a current balance of \$15,125.99.

In consideration of her substantial work experience and exceptional qualifications in the tourism and hospitality industry, as well as her hands-on experience as the

EXHIBIT 100

Request to Hire – CVB Director
FA#17-018

interim Executive Director; she has demonstrated that she has the knowledge and skills to continue to move the Convention and Visitors Bureau forward without the learning curve we would experience with another candidate. This salary recommendation is slightly higher than the 5% over starting pay for an internal candidate; but takes into consideration similar positions around the area and a performance increase that Ms. Bales should be entitled to receive

This proposed pay is within parity of her colleagues within the State of New Mexico and the El Paso area. A start date of June 11, 2017, which coincides with our next pay period is requested.

Attached to this memo are the Personnel Action Notice, hiring plan memorandum, rating sheets, interview questions, completed rating sheets for all applicants and the panel scoring of the finalists. If any further information is required, do not hesitate to call me at 541-2166.

Attachment(s): As stated.

cc: Jo Richards, Human Resources Administrator

Initials:

PERSONNEL ACTION NOTICE
For Status Changes



City of Las Cruces

CITY OF LAS CRUCES

JUN 05 2017

HUMAN RESOURCES

Employee Information

EMPLOYEE NAME (LAST, FIRST MI) Bales, Jennifer DATE 6/11/17

EMPLOYEE # 2160 DEPARTMENT/SECTION Economic Development/CVB

POSITION NO: 1000648 DEPT/ LOCATION CODE T175

Status Changes

Effective Date:	<u>6/11/17</u>					SC Code*	<u>2</u>
	Department	Section	Position No.	Pay Grade/ Step	Base Rate (to 4 decimals)	Job Title	% of Change
From:	<u>Economic Dev</u>	<u>CVB</u>	<u>1000653</u>	<u>88</u>	<u>\$63,955.20</u>	<u>Interim CVB Director</u>	
To:	<u>Economic Dev</u>	<u>CVB</u>	<u>1000648</u>	<u>88</u>	<u>\$72,562.66</u>	<u>CVB Director</u>	<u>13.46%</u>
Supervisor Change? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	New Supervisor Name (Last, First) <u>San Filippo, Philip</u>					Supervisor Employee # <u>4037</u>	
Dept/Location Code Change? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	New Dept/ Location Code:			Account #			
Comments	<u>Per Section 400-Compensation, Item 406-3F of the Personnel Manual.</u>						

***SC Codes :**

- | | | | |
|--------------------------|--------------------------------|------------------------------|-----------------------------------|
| 1. Merit Increase | 6. Reassignment | 11. End of Acting Assignment | 16. Other (use comment box above) |
| 2. Promotion | 7. Mutual Agreement | 12. Performance Increase | 17. Account change |
| 3. Reclassification | 8. Reorganization | 13. Longevity Increase | 18. Admin Leave with Pay |
| 4. Automatic progression | 9. Transfer | 14. End Probation | 19. Voluntary LWOP |
| 5. Demotion | 10. Start of Acting Assignment | 15. Certification Increase | 20. Involuntary LWOP |

Jennifer Bales
Employee Acknowledgement (Pending Final Approval)

APPROVAL: [Signature]
Supervisor / Date

[Signature] 7-7-17
Director of Human Resources / Date

Section Administrator / Date
[Signature] 6/2/16
Department Director / Date

Assistant City Manager / Date
[Signature] 7/11/17
City Manager / Date

HR use ONLY below this line

Logged VA Analyst 6/9 Drug Test NA Driver's License OK

DOT _____ HR Mgr _____ Final Logged VA Posted NA 07/20/2017 Rev. 8-24-14

EXHIBIT 101

PERSONNEL ACTION NOTICE
For Status Changes

CITY OF LAS CRUCES
SEP 07 2017

City of Las Cruces

HUMAN RESOURCES

Employee Information

EMPLOYEE NAME (LAST, FIRST MI) BALES, JENNIFER	DATE 9/7/17
EMPLOYEE # 2160	DEPARTMENT/SECTION ECONOMIC DEVELOPMENT/CVB
POSITION NO: 1000648	DEPT/ LOCATION CODE T175

Status Changes

Effective Date: 10/2/17 10/1/17 AH						SC Code*	16
	Department	Section	Position No.	Pay Grade/ Step	Base Rate (to 4 decimals)	Job Title	% of Change
From:	Economic Dev	CVB	1000648	AD68	\$72,562.66	Executive Dir CVB	
To:	Economic Dev	CVB	1000648	AD68	\$75,000.00	Executive Dir CVB	3.3589%
Supervisor Change? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	New Supervisor Name (Last, First)					Supervisor Employee #	
Dept/Location Code Change? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	New Dept/ Location Code:				Account #		
Comments	See memo attached.						

***SC Codes :**

- | | | | |
|--------------------------|--------------------------------|------------------------------|-----------------------------------|
| 1. Merit Increase | 6. Reassignment | 11. End of Acting Assignment | 16. Other (use comment box above) |
| 2. Promotion | 7. Mutual Agreement | 12. Performance Increase | 17. Account change |
| 3. Reclassification | 8. Reorganization | 13. Longevity Increase | 18. Admin Leave with Pay |
| 4. Automatic progression | 9. Transfer | 14. End Probation | 19. Voluntary LWOP |
| 5. Demotion | 10. Start of Acting Assignment | 15. Certification Increase | 20. Involuntary LWOP |


Employee Acknowledgement (Pending Final Approval)

APPROVAL:

Supervisor / Date

Director of Human Resources / Date

Section Administrator / Date

Assistant City Manager / Date

Department Director / Date

City Manager / Date

HR use ONLY below this line

Logged <u>Jmd</u>	Analyst _____	Drug Test _____	Driver's License _____
DOT _____	HR Mgr _____	Final Logged _____	Posted _____

Already signed by CM

~~PLEASE~~

PROCESS

As is

MEMORANDUM

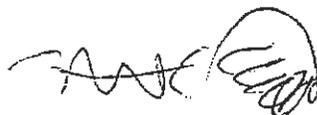
To: Stuart C. Ed, City Manager
From: Phil San Filippo, Economic Development Director **Initials:** 
Date: September 6, 2017 **File #:** FA#18-007
Subject: Adjustment of Salary for CVB Executive Director

I would like to request that the salary for the Executive Director of the Las Cruces Convention and Visitors Bureau be adjusted from \$72,562.66 to \$75,000. The \$75,000 pay level was my recommended starting salary for the position; but since Ms. Bales was a City employee, it was recommended to increase her salary in two steps. The first was at the time of hiring; and now I am recommending that we make the appropriate adjustment. This is allowed and is being done in accordance with the Personnel Manual Section 406.11.

I request the salary adjustment for several reasons. The first reason is that the \$75,000 level would bring her salary more aligned with her peers. Although she would remain on the lower side of the spectrum; her salary would at least be within the range. The second reason is for the additional responsibility of the Rio Grande Theatre that Ms. Bales has undertaken. Although we are currently in the process of finding an appropriate Venue Manager; much of the overall operations fall on the shoulders of the Executive Director.

When Ms. Bales was selected in a very competitive pool, she originally requested between \$75,000 - \$77,000. She accepted the lower starting salary with the understanding that I would be recommending an adjustment early in her tenure.

I believe Ms. Bales has taken on her new responsibilities extremely well; and she has proven to be the right candidate for the job. I hereby recommend that this adjustment be approved and made effective by the first pay period in October. This would be paid out of the CVB Administrative Salaries account 23515001-601000-11460 which currently has a balance of \$138,388.31 available.



Approved
Stuart C. Ed
City Manager

Not Approved
Stuart C. Ed
City Manager

Adjustment of Salary for CVB Executive Director
FA#18-007

Attachment(s): As stated,

cc: David Dolan, Assistant City Manager/COO

Initials: 

Section
406

9. Cost-of-Living/General Wage Adjustments. The City Council may allocate funds for general wage adjustments. These adjustments may be made to the pay grades. All eligible employees will receive the amount of the adjustment that does not cause the employee to exceed the maximum of the grade.
10. Exempt Employee Initial and Last Paycheck. Exempt employees will be paid a proportionate part of the employee's full salary for the time actually worked in the first and last week of employment at an hourly equivalent of the employee's full salary.
11. The City Manager has discretion to review an individual's salary and make adjustments in the interest of parity or equity. Such salary adjustments are extraordinary and unusual and are to be considered, without precedent, on a case-by-case basis.
12. The City Manager may evaluate the impact of a change to an employee's duties and responsibilities, and for fairness and equity may direct an employee's salary be frozen for a period of time. The Human Resources Department will evaluate the effects of the freeze and make recommendations to the City Manager regarding the duration of the freeze.

407. HOURLY RATE, REGULAR RATE AND HOURS WORKED DEFINED AND EXCLUSIONS IDENTIFIED.

The hourly rate is the equivalent of straight time compensation received by a non-exempt employee for work divided by the number of hours that money is intended to compensate.

The regular hourly rate of pay of an employee is determined by dividing an employee's total remuneration for employment (except statutory exclusions) in any workweek by the total number of hours actually worked in that workweek for which such compensation was paid.

Hours worked includes all time an employee must be on duty, or on the employer's premises or at any other prescribed place of work.

Exclusions from the hourly and regular rate include payment for occasional periods when no work is performed due to vacation, holiday, illness, failure of employer to provide sufficient work, absence due to authorized leave, jury duty, leave without pay, or any payments to an employee which are not made as compensation for the employee's regular hours of employment.

408. ELIGIBILITY FOR OVERTIME PAY.

1. FLSA non-exempt employees (except seasonal workers) shall become eligible to be compensated at one and one-half (1.5) times the regular rate per hour for all time worked in excess of forty (40) hours during a regularly scheduled seven-day work week (212 hours per 28-day period for 56-hour non-union fire service personnel). Occasional periods when no work is performed due to lack of work, paid leave or unpaid leave cannot be counted



Human Resources Department

TO: BALES, JENNIFER	EMP #:	2160
FROM: Andre Moquin, Director of Human Resources		
SUBJECT: Personnel Action Notice for 2018 Merit Increase		DATE: 10/05/2018

In accordance with 406.10 of the 2018 City Personnel Manual, you may be eligible for an increase to your wages.

Merit increases are applied to an employee's base salary except for any amount in excess of the salary grade maximum. This amount will be awarded as a one-time, lump sum payment, and is not subject to PERA deductions.

The City has recently completed a classification and compensation study. Any employee below the entry level pay of the new salary grade for their position will be brought the entry level of the new salary grade. In order to alleviate potential pay compression issues, the City has allocated additional funds in the form a compression adjustment (CADJ).

There has also been a review of City Manager Policy 1.2 related to cell phone stipends. Most stipends are being discontinued. Therefore, if you are currently receiving a stipend, it will be added to your base pay.

The effective date of this increase is 9/30/2018. This increase will be reflected on your pay advice of 10/18/2018, or after the first full pay period once you have successfully completed your probation.

If you have any questions, or concerns, regarding this information, please direct your questions through your Department Director to your Human Resources representative.

Thank you.

	Current	Merit	Lump Sum	Cell phone adjustment	New Pay
Hourly	\$77850	\$5088.5084	\$0	\$	\$82938.5084

Anne M. Layne

From: Marci Dickerson <marci@dickersongroupplc.com>
ent: Tuesday, October 17, 2017 4:30 PM
To: Donald Bustos
Cc: Philip San Filippo
Subject: Re: Dumpster

Thank you we have t scheduled for tomorrow

Thank You
Marci Dickerson
575-644-0778

On Oct 17, 2017, at 3:24 PM, Donald Bustos <dbustos@las-cruces.org> wrote:

Good afternoon everyone,

I was told for you to call 575-528-3700 and request where you want the dumpster to be moved. If you have any other questions please feel free to contact me.

Thanks,

Donald Bustos

Economic Development Specialist/Administration/Economic Development
Direct: 575-541-2191 Main: 575-541-2100, dbustos@las-cruces.org
<image001.png>

From: Philip San Filippo
Sent: Tuesday, October 17, 2017 1:35 PM
To: Donald Bustos <dbustos@las-cruces.org>
Cc: Marci Dickerson <marci@dickersongroupplc.com>
Subject: Dumpster

Donald,

Please check qaround and find out who Marci Dickerson needs to speak with to move her dumpster @ Game 2. Please get with Marci as soon as possible.

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

EXHIBIT 104

Anne M. Layne

Subject: Conf. Call: High School Reunion
Location: Administrative Conf. Room 3608 - Ste. 3600, City Hall, 700 N. Maint St., Las Cruces (541-2076) jj
Start: Fri 8/25/2017 4:40 PM
End: Fri 8/25/2017 5:10 PM
Show Time As: Tentative
Recurrence: (none)
Meeting Status: Not yet responded
Organizer: Stuart C. Ed
Required Attendees: Philip San Filippo; Griselda Martinez
Optional Attendees: Janice Jones; Dania Soto

Teleconference: Those who may need to participate via teleconference, please dial in on (575) 528-3345 (no code need).

Thank you,

Janice Jones, Office Manager Sr.

Participants:

Stuart C. Ed

Phil San Filippo

Griselda Martinez

Others

EXHIBIT 105

Anne M. Layne

From: Jennifer Bales
ent: Monday, June 5, 2017 2:34 PM
To: Philip San Filippo
Cc: Elizabeth Vega
Subject: RE: Stuart's class reunion

Phil...

We can do this.

We can handle all of the logistics. Just let me know who you've reached out to so far and we can take care of the rest.

No, SW doesn't yet have vehicles. I can reach out to Curtis depending on what they want to do.

Jennifer Bales
Interim Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org

-----Original Message-----

From: Philip San Filippo
Sent: Sunday, June 4, 2017 3:20 PM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Stuart's class reunion

He wants to have a plan by the end of next week to send out. Arrived October 6th. He wants them all to stay at Hotel E. I'll write Belia and copy you asking for a rate for a 25 room block. October 7th will be a dinner dance at Hotel E. Chris Cruz has already volunteered to DJ.

Can Sonia put together some suggestions on what is going on that weekend? The morning could be Farmer's market. I'm thinking of a couple of options for afternoon.

Does SW expeditions have vehicles? If not, I can reach out to Curtiss.

- A. White Sands
- B. Wine Tour
- C. Any other ideas?

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

Beth Mohr

From: Philip San Filippo <psfilippo@las-cruces.org>
Sent: Sunday, June 4, 2017 3:20 PM
To: Jennifer Bales
Subject: Stuart's class reunion

He wants to have a plan by the end of next week to send out. Arrived October 6th. He wants them all to stay at Hotel E. I'll write Belia and copy you asking for a rate for a 25 room block. October 7th will be a dinner dance at Hotel E. Chris Cruz has already volunteered to DJ.

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Does SW expeditions have vehicles? If not, I can reach out to Curtiss.

- A. White Sands
- B. Wine Tour
- C. Any other ideas?

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

EXHIBIT 106

Beth Mohr

From: Philip San Filippo <psfilippo@las-cruces.org>
Sent: Monday, June 5, 2017 7:19 AM
To: Belia Alvarez
Subject: Stuart Ed

Our City Manager is bringing his High School Reunion to Las Cruces. He wants to block 25 rooms fir the weekend of October 6 - 9. First and foremost, do you have the space at Hotel E for that weekend?

We will probably want to schedule a reunion party at the hotel on the night of the 7th. I am out of town until Wednesday. I just want to make certain we have the rooms blocked.

Please confirm that the space is available.

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

Beth Mohr

From: Jennifer Bales
Sent: Monday, June 5, 2017 2:34 PM
To: Philip San Filippo
Cc: Elizabeth Vega
Subject: RE: Stuart's class reunion

Phil...

We can do this.

We can handle all of the logistics. Just let me know who you've reached out to so far and we can take care of the rest.

No, SW doesn't yet have vehicles. I can reach out to Curtis depending on what they want to do.

Jennifer Bales
Interim Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org

-----Original Message-----

From: Philip San Filippo
Sent: Sunday, June 4, 2017 3:20 PM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Stuart's class reunion

He wants to have a plan by the end of next week to send out. Arrived October 6th. He wants them all to stay at Hotel E. I'll write Belia and copy you asking for a rate for a 25 room block. October 7th will be a dinner dance at Hotel E. Chris Cruz has already volunteered to DJ.

Can Sonia put together some suggestions on what is going on that weekend? The morning could be Farmer's market. I'm thinking of a couple of options for afternoon.

Does SW expeditions have vehicles? If not, I can reach out to Curtiss.

- A. White Sands
- B. Wine Tour
- C. Any other ideas?

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

Beth Mohr

From: Philip San Filippo
Sent: Monday, June 5, 2017 3:37 PM
To: Jennifer Bales
Subject: Re: Stuart Ed

Stuart is guessing 50. I'm not sure what he is basing this on. I don't like the idea of having an outdoor reception or party without a backup. Nothing says we have to stay at Hotel E.

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

On Jun 5, 2017, at 4:32 PM, Jennifer Bales <jbales@las-cruces.org> wrote:

LOL! Sounds good!

My concern about the events lawn would be the weather. It can still be warm in early October, and the sun hits that lawn directly in the afternoons and evening. How many people is it for? I know the block is for 25, but how many more people would he be guessing?

Jennifer Bales

Interim Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org
<image001.jpg>

From: Philip San Filippo
Sent: Monday, June 5, 2017 2:54 PM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Fwd: Stuart Ed

Jen,

Oh don't worry. Other than throwing a gathering at my home; I made up my mind 5 years ago that I wouldn't plan another event without you. I just wanted to take some of the lifting off of you considering the stuff you're dealing with.

Belia gave us a \$109 rate single/double. Doesn't look like they have much space for the party. I'll touch base with you tomorrow.

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

Begin forwarded message:

From: Belia Alvarez <balvarez@hhandr.com>
Date: June 5, 2017 at 3:44:25 PM CDT
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: Re: Stuart Ed

My pleasure.

I blocked them at \$109 for now both single/double occupancy.

On Mon, Jun 5, 2017 at 2:43 PM, Philip San Filippo <psfilippo@las-cruces.org> wrote:

Thanks Belia. I'm in Little Rock at a conference. My main concern is the block for rooms. Can you quote me a room rate to provide to Stuart? When I return, we'll figure out the party details.

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

On Jun 5, 2017, at 3:28 PM, Belia Alvarez <balvarez@hhandr.com> wrote:

Phil,

Thank you! Always grateful to you for the business and for thinking of us.

That week is getting pretty full quickly due to some weddings and a Softball tournament.

We went ahead and blocked the rooms in the interim to be on the safe side.

As far as meeting space, the 7th is already full regarding meeting and banquet space.

We have 3 weddings that day and the only space available would be our Events Lawn where we have held our film industry events and one of Bri

Bagwell's concerts previously. That space is perfect for a reunion however due to guest rooms above the event's area the limitations on time would need to end by 11pm at the latest. Generally, we stop music at 10pm and our group's are still allowed to mingle until 11pm. I believe we are able to fit up to 200 people max with a small dance floor. We can also consider our Azul patio that evening.

We will wait to hear back and offer additional suggestions.

Thank you Phil.

On Mon, Jun 5, 2017 at 7:19 AM, Phillip San Filippo <psfilippo@las-cruces.org> wrote:

Our City Manager is bringing his High School Reunion to Las Cruces. He wants to block 25 rooms fir the weekend of October 6 - 9. First and foremost, do you have the space at Hotel E for that weekend?

We will probably want to schedule a reunion party at the hotel on the night of the 7th. I am out of town until Wednesday. I just want to make certain we have the rooms blocked.

Please confirm that the space is available.

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

—
Kindest Regards,
Belia Alvarez
Regional General Manager

" The best way to find yourself is to lose yourself in the service of others"

Heritage Hotels & Resorts, Inc.

D: 575.532.4210 | M: 575.571.5358 |

EMAIL: BALVAREZ@HHANDR.COM | WWW.HHANDR.COM

2550 S. DON ROSE ~ LAS CRUCES, NM 88011

CONNECT: [FACEBOOK](#) | [TWITTER](#) | [FLICKR](#) | [YOUTUBE](#)



--

kindest Regards,
Belia Alvarez
 Regional General Manager

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CONNECT: [FACEBOOK](#) | [TWITTER](#) | [FLICKR](#) | [YOUTUBE](#)



Beth Mohr

From: Jennifer Bales
Sent: Wednesday, June 14, 2017 10:49 AM
To: Molly Maguire
Cc: Stuart C. Ed; Philip San Filippo
Subject: RE: Stuart's class reunion

Hello Molly,

Thank you, yes – I can access the FB page.

I'm very excited to help you with your reunion and know we will help to create a memorable experience for everyone!

I have the following confirmed:

Hotel Encanto de Las Cruces
705 S. Telshor Blvd.
Las Cruces, NM 88011
575-522-4300
<http://www.hotelencanto.com/>

Arrival: Friday, October 6th

Departure: Monday, October 9th

There are (25) rooms on hold with a rate of \$109++

If you feel you need more rooms, please let me know as soon as possible as the hotel is filling up fast due to other events that weekend.

I have reserved the Azul Patio (pictured below) for **Saturday, October 7th from 6-11PM**

If you'd like to change the times please let me know

I am working with the banquet manager on the menu and pricing.

I was planning on heavy appetizers, as this location at the hotel is not suited well for a sit down dinner and also I'm assuming everyone would like to mingle and catch up with each other. I will be sure there is plenty of food so that no one will leave hungry. Once I receive the event orders from them, I will forward on to you for your review.



I have also reserved the ballroom for a sit down dinner on Sunday, October 8th from 6 – 11PM
Again I am working with the banquet manager on the menus and will get those to you for your review once I receive them.

I can get a band for the dinner if you'd like to have dancing after. I would just need some ideas on a genre of music that you think everyone would enjoy.

We are putting together a list of activities for the attendees which will include, but is not limited to the following.

- Saturday morning Farmer's and Crafts Market – Downtown Las Cruces
- Hiking at Dripping Springs in the Organ Mountains Desert Peaks National Monument
- Shopping & dining in Old Mesilla
- Golf Tournament at either NMSU golf course or Red Hawk golf course
- Wine tour
- White Sands National Monument

All of these items will have locations & directions, any costs associated, times, pictures, etc.
I should have this done today and will forward to you for review.

If there is anything you need in the meantime, please do not hesitate to ask.
My phone number is 575-541-2258 or my cell is 575-636-7035.

I'm very excited to help you with this and I know everyone will have a wonderful and memorable time!

Thank you,
Jennifer

Jennifer Bales

Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Molly Maguire [mailto:molly@rmfhome.com]
Sent: Wednesday, June 14, 2017 9:11 AM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Stuart's class reunion

Hi, Jennifer --

As requested, here is my email address. And here's my phone number: 902-579-8185 (I'm in Halifax, NS, which is in the ADT time-zone :-)

Can you also access the event page that I created for the group? I just want to be sure...

Thank you in advance for your help with our event!

--Molly

Beth Mohr

From: Stuart C. Ed
Sent: Wednesday, June 14, 2017 12:18 PM
To: Jennifer Bales; Molly Maguire
Cc: Philip San Filippo
Subject: RE: Stuart's class reunion

Hi Jennifer,

Thank you so much for your help. Really appreciate you and the VLC crew helping us out.

Is there a code or something people identify to reserve rooms?

Thank you again!
Stuart

From: Jennifer Bales
Sent: Wednesday, June 14, 2017 10:49 AM
To: Molly Maguire <molly@rmfhome.com>
Cc: Stuart C. Ed <sed@las-cruces.org>; Philip San Filippo <psfilippo@las-cruces.org>
Subject: RE: Stuart's class reunion

Hello Molly,

Thank you, yes – I can access the FB page.
I'm very excited to help you with your reunion and know we will help to create a memorable experience for everyone!

I have the following confirmed:

Hotel Encanto de Las Cruces
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Golf Tournament at either NMSU golf course or Red Hawk golf course
Wine tour
White Sands National Monument

All of these items will have locations & directions, any costs associated, times, pictures, etc.
I should have this done today and will forward to you for review.

If there is anything you need in the meantime, please do not hesitate to ask.
My phone number is 575-541-2258 or my cell is 575-636-7035.

I'm very excited to help you with this and I know everyone will have a wonderful and memorable time!

Thank you,
Jennifer

Jennifer Bales

Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



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Sent: Wednesday, June 14, 2017 9:11 AM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Stuart's class reunion

Hi, Jennifer --

As requested, here is my email address. And here's my phone number: 902-579-8185 (I'm in Halifax, NS, which is in the ADT time-zone :-)

Can you also access the event page that I created for the group? I just want to be sure...

Thank you in advance for your help with our event!

--Molly

Beth Mohr

From: Jennifer Bales
Sent: Wednesday, June 14, 2017 1:28 PM
To: Stuart C. Ed; Molly Maguire
Cc: Philip San Filippo
Subject: RE: Stuart's class reunion

Hello Stuart,

The room block at Hotel E is under "SHAPE 82 Reunion"

You're very welcome! We're always happy to help.

Jennifer Bales

Interim Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Stuart C. Ed
Sent: Wednesday, June 14, 2017 12:18 PM
To: Jennifer Bales <jbales@las-cruces.org>; Molly Maguire <molly@rmfhome.com>
Cc: Philip San Filippo <psfilippo@las-cruces.org>
Subject: RE: Stuart's class reunion

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Is there a code or something people identify to reserve rooms?

Thank you again!
Stuart

From: Jennifer Bales
Sent: Wednesday, June 14, 2017 10:49 AM
To: Molly Maguire <molly@rmfhome.com>
Cc: Stuart C. Ed <sed@las-cruces.org>; Philip San Filippo <psfilippo@las-cruces.org>
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Thank you,
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Jennifer Bales

Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Molly Maguire [<mailto:molly@rmfhome.com>]
Sent: Wednesday, June 14, 2017 9:11 AM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Stuart's class reunion

Hi, Jennifer --

As requested, here is my email address. And here's my phone number: 902-579-8185 (I'm in Halifax, NS, which is in the ADT time-zone :-)

Can you also access the event page that I created for the group? I just want to be sure...

Thank you in advance for your help with our event!

--Molly

Beth Mohr

From: Belia Alvarez <balvarez@hhandr.com>
Sent: Monday, June 26, 2017 1:45 PM
To: Jennifer Bales
Cc: Philip San Filippo
Subject: Re: Rate for Stuart's reunion

Jen,

Great to hear from you! Congratulations again on your promotion! Looking forward to working closer together.

Yes it has been modified to \$99.00. Unfortunately there was a rate on our site that our Revenue Manager had not closed out. October is peak season for us and the discounted rate on line surprised me. Thank you for bringing it to my attention as we were able to close it out this am.

Have a great rest of the week.

On Mon, Jun 26, 2017 at 10:54 AM, Jennifer Bales <jbailes@las-cruces.org> wrote:

Good Morning Belia,

Were you able to offer a lesser rate than the \$109 for Stuart's reunion?

Please let me know so that I can tell Stuart.

Thank you,

Jennifer Bales

Executive Director / Visit Las Cruces / Economic Development Department

Direct: [575-541-2258](tel:575-541-2258) Main: [575-541-2444](tel:575-541-2444), jbailes@las-cruces.org



--

*kindest Regards,
 Belia Alvarez
 Regional General Manager*

" The best way to find yourself is to lose yourself in the service of others "

Heritage Hotels & Resorts, Inc.

o: 575.532.4210 | m: 575. 571.5358 |

EMAIL: BALVAREZ@HHANDR.COM | WWW.HHANDR.COM

2550 S. DON ROSE ~ LAS CRUCES, NM 88011

CONNECT: [FACEBOOK](#) | [TWITTER](#) | [FLICKR](#) | [YOUTUBE](#)



Return of Organization Exempt From Income Tax
(Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations))

2015

Open to Public Inspection

Department of the Treasury Internal Revenue Service

A For the 2015 calendar year, or tax year beginning Dec 1, 2015, and ending Jun 30, 2016

B Check if applicable: Business change, Name change, Initial return, Final retransmission, Amended return, Application pending. C Name of organization: Friends of Visit Las Cruces Inc. D Employer identification number: 6793. E Telephone number: (575) 541-2444. G Gross receipts \$ 477,888. F Name and address of principal officer: Belia Alvarez, Las Cruces NM 88001. I Tax-exempt status: 501(c)(3). J Website: N/A. K Form of organization: Corporation. L Year of formation: 2015. M State of legal domicile: NM.

Part I Summary

1 Briefly describe the organization's mission or most significant activities: To aid, benefit and help the City of Las Cruces Convention and Visitors Bureau promote the civic interests of the City of Las Cruces, including promoting tourism and economic development in the community generally. The primary event currently is the LC Country Music Fest. 2-7a Summary of organizational data including number of members, employees, and revenue.

Table with 3 columns: Description, Prior Year, Current Year. Rows include Revenue (8-12) and Expenses (13-19). Total revenue: 477,888. Total expenses: 306,437. Net assets or fund balances: 171,451.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Signature of officer: Michael R. Beckett, Treasurer. Date: 02/07/2017.

Preparer information: James C. Bagwell, CPA. Date: 2/7/17. Firm name: JAMES C. BAGWELL CPA LLC. Address: 2001 E. Lohman Ave. Las Cruces NM 88001. Firm's EIN: 2226.

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [] No

EXHIBIT 107

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III

1 Briefly describe the organization's mission:

To aid, benefit and help the City of Las Cruces Convention and Visitors Bureau promote the civic interests of the City of Las Cruces, including
See Form 990, Page 2, Part III, Line 1 (continued)

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?

Yes No

If 'Yes,' describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services?

Yes No

If 'Yes,' describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses \$ 306,437, including grants of \$ 0.) (Revenue \$ 390,504.)

Promoting the City of Las Cruces by running the LC Country Music Fest,

4b (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4c (Code:) (Expenses \$ including grants of \$) (Revenue \$)

4d Other program services. (Describe in Schedule O.)

(Expenses \$ including grants of \$) (Revenue \$)

4e Total program service expenses 306,437

Part IV Checklist of Required Schedules

	Yes	No
1 Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? If 'Yes,' complete Schedule A.	X	
2 Is the organization required to complete Schedule B, Schedule of Contributors (see instructions)?		X
3 Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? If 'Yes,' complete Schedule C, Part I.		X
4 Section 501(c)(3) organizations. Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? If 'Yes,' complete Schedule C, Part II.		X
5 Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? If 'Yes,' complete Schedule C, Part III.		X
6 Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? If 'Yes,' complete Schedule D, Part I.		X
7 Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? If 'Yes,' complete Schedule D, Part II.		X
8 Did the organization maintain collections of works of art, historical treasures, or other similar assets? If 'Yes,' complete Schedule D, Part III.		X
9 Did the organization report an amount in Part X, line 21, for escrow or custodial account liability; serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? If 'Yes,' complete Schedule D, Part IV.		X
10 Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? If 'Yes,' complete Schedule D, Part V.		X
11 If the organization's answer to any of the following questions is 'Yes,' then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
a Did the organization report an amount for land, buildings and equipment in Part X, line 10? If 'Yes,' complete Schedule D, Part VI.		X
b Did the organization report an amount for investments - other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VII.		X
c Did the organization report an amount for investments - program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part VIII.		X
d Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? If 'Yes,' complete Schedule D, Part IX.		X
e Did the organization report an amount for other liabilities in Part X, line 25? If 'Yes,' complete Schedule D, Part X.		X
f Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? If 'Yes,' complete Schedule D, Part X.		X
12 a Did the organization obtain separate, independent audited financial statements for the tax year? If 'Yes,' complete Schedule D, Parts XI, and XII.		X
b Was the organization included in consolidated, independent audited financial statements for the tax year? If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional.		X
13 Is the organization a school described in section 170(b)(1)(A)(ii)? If 'Yes,' complete Schedule E.		X
14 a Did the organization maintain an office, employees, or agents outside of the United States?		X
b Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? If 'Yes,' complete Schedule F, Parts I and IV.		X
15 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? If 'Yes,' complete Schedule F, Parts II and IV.		X
16 Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? If 'Yes,' complete Schedule F, Parts III and IV.		X
17 Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? If 'Yes,' complete Schedule G, Part I (see instructions).		X
18 Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 6a? If 'Yes,' complete Schedule G, Part II.		X
19 Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? If 'Yes,' complete Schedule G, Part III.		X

Part IV Checklist of Required Schedules (continued)

	Yes	No
20a Did the organization operate one or more hospital facilities? If 'Yes,' complete Schedule H		X
b If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?		
21 Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? If 'Yes,' complete Schedule I, Parts I and II		X
22 Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? If 'Yes,' complete Schedule I, Parts I and III		X
23 Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? If 'Yes,' complete Schedule J		X
24a Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a		X
b Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
c Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defuse any tax-exempt bonds?		
d Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?		
25a Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in an excess benefit transaction with a disqualified person during the year? If 'Yes,' complete Schedule L, Part I		X
b Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? If 'Yes,' complete Schedule L, Part I		X
26 Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? If 'Yes,' complete Schedule L, Part II		X
27 Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? If 'Yes,' complete Schedule L, Part III		X
28 Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):		
a A current or former officer, director, trustee, or key employee? If 'Yes,' complete Schedule L, Part IV		X
b A family member of a current or former officer, director, trustee, or key employee? If 'Yes,' complete Schedule L, Part IV		X
c An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? If 'Yes,' complete Schedule L, Part IV		X
29 Did the organization receive more than \$25,000 in non-cash contributions? If 'Yes,' complete Schedule M		X
30 Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? If 'Yes,' complete Schedule M		X
31 Did the organization liquidate, terminate, or dissolve and cease operations? If 'Yes,' complete Schedule N, Part I		X
32 Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? If 'Yes,' complete Schedule N, Part II		X
33 Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If 'Yes,' complete Schedule R, Part I		X
34 Was the organization related to any tax-exempt or taxable entity? If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1		X
35a Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
b If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If 'Yes,' complete Schedule R, Part V, line 2		
36 Section 501(c)(3) organizations. Did the organization make any transfers to an exempt non-charitable related organization? If 'Yes,' complete Schedule R, Part V, line 2		X
37 Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? If 'Yes,' complete Schedule R, Part V		X
38 Did the organization complete Schedule O and provide explanations in Schedule Q for Part VI, lines 11b and 18? Note. All Form 990 filers are required to complete Schedule O	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V

		Yes	No
1 a	Enter the number reported in Box 3 of Form 1099. Enter -0- if not applicable		
1 b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
1 c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?		
2 a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return		
2 b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns? <i>Note. If the sum of lines 1a and 2a is greater than 250, you may be required to e-file (see instructions).</i>		
3 a	Did the organization have unrelated business gross income of \$1,000 or more during the year?		X
3 b	If 'Yes,' has it filed a Form 990-T for this year? If 'No' to line 3a, provide an explanation in Schedule O		
4 a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		X
4 b	If 'Yes,' enter the name of the foreign country: See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR)		
5 a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		X
5 b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		X
5 c	If 'Yes,' to line 5a or 5b, did the organization file Form 8888-17?		
6 a	Does the organization have annual gross receipts that are normally greater than \$100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		X
6 b	If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		
7	Organizations that may receive deductible contributions under section 170(e).		
7 a	Did the organization receive a payment in excess of \$75 made partly as a contribution and partly for goods and services provided to the payor?		X
7 b	If 'Yes,' did the organization notify the donor of the value of the goods or services provided?		
7 c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		X
7 d	If 'Yes,' indicate the number of Forms 8282 filed during the year		
7 e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		X
7 f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		X
7 g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		
7 h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		
8	Sponsoring organizations maintaining donor advised funds. Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		
9	Sponsoring organizations maintaining donor advised funds.		
9 a	Did the sponsoring organization make any taxable distributions under section 4966?		
9 b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		
10	Section 501(c)(7) organizations. Enter:		
10 a	Initiation fees and capital contributions included on Part VIII, line 12.		
10 b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities		
11	Section 501(c)(12) organizations. Enter:		
11 a	Gross income from members or shareholders.		
11 b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)		
12 a	Section 4947(a)(1) non-exempt charitable trusts. Is the organization filing Form 990 in lieu of Form 1041?		
12 b	If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year		
13	Section 501(c)(29) qualified nonprofit health insurance issuers.		
13 a	Is the organization licensed to issue qualified health plans in more than one state? <i>Note. See the instructions for additional information the organization must report on Schedule O.</i>		
13 b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans		
13 c	Enter the amount of reserves on hand		
14 a	Did the organization receive any payments for indoor tanning services during the tax year?		X
14 b	If 'Yes,' has it filed a Form 720 to report these payments? If 'No,' provide an explanation in Schedule O		

Part VI Governance, Management, and Disclosure For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.

Check if Schedule O contains a response or note to any line in this Part VI. [X]

Section A. Governing Body and Management

Table with 4 columns: Question, 1a, 1b, Yes, No. Rows include questions about voting members, family relationships, management delegation, significant changes, asset diversion, members, governance decisions, meeting documentation, and officer reachability.

Section B. Policies (This Section B requests information about policies not required by the Internal Revenue Code.)

Table with 4 columns: Question, Yes, No. Rows include questions about local chapters, written policies, Form 990 distribution, conflict of interest policy, whistleblower policy, document retention, compensation review, and joint venture investments.

Section C. Disclosure

- 17 List the states with which a copy of this Form 990 is required to be filed.
18 Section 6104 requires an organization to make its Forms 1023 (or 1024 if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available.
19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available in the public during the tax year.
20 State the name, address, and telephone number of the person who possesses the organization's books and records.

James C Bagwell CPA 1100 S Main Ste 110 Las Cruces NM 88005 (575) 524-6831

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1 a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's current officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's current key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five current highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's former officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's former directors or trustees that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dashed line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Belia Alvarez President	0.50			X			0.	0.	0.	
(2) Mike Beckett Sec/Treas	0.50			X			0.	0.	0.	
(3) Lou Sigbarro Director	0.50	X					0.	0.	0.	
(4) Barbara Hubbard	0.50	X					0.	0.	0.	
(5) John Hummer	0.50	X					0.	0.	0.	
(6)										
(7)										
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees (continued)

(A) Name and title	(B) Average hours per week (all any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)					(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee			
(15) -----									
(16) -----									
(17) -----									
(18) -----									
(19) -----									
(20) -----									
(21) -----									
(22) -----									
(23) -----									
(24) -----									
(25) -----									

1 b Sub-total	0.	0.	0.
c Total from continuation sheets to Part VII, Section A			
d Total (add lines 1b and 1c)	0.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization

	Yes	No
3 Did the organization list any former officer, director, or trustee, key employee, or highest compensated employee on line 1a? If 'Yes,' complete Schedule J for such individual	3	X
4 For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? If 'Yes,' complete Schedule J for such individual	4	X
5 Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? If 'Yes,' complete Schedule J for such person	5	X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

1 Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
Contributions, Gifts, Grants and Other Similar Amounts	1 a Federated campaigns	1 a				
	b Membership dues	1 b				
	c Fundraising events	1 c				
	d Related organizations	1 d				
	e Government grants (contributors)	1 e 140,000.				
	f All other contributions, gifts, grants, and similar amounts not included above	1 f 87,384.				
	g Noncash contributions included in lines 1a-1f: \$					
	h Total. Add lines 1a-1f		227,384.			
Program Service Revenue	Business Code					
	2 a Admission Fees	71132	176,876.	176,876.	0.	0.
	b Event Merchandise	71132	8,944.	8,944.	0.	0.
	c Sponsorships	71132	55,590.	55,590.	0.	0.
	d Vendors	71132	6,836.	6,836.	0.	0.
	e Miscellaneous	71132	2,258.	2,258.	0.	0.
	f All other program service revenue					
	g Total. Add lines 2a-2f		250,504.			
Other Revenue	3 Investment income (including dividends, interest and other similar amounts) *					
	4 Income from investment of tax-exempt bond proceeds *					
	5 Royalties *					
	6 a Gross rents	(i) Real	(j) Personal			
		b Less: rental expenses				
		c Rental income or (loss)				
		d Net rental income or (loss) *				
	7 a Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other			
		b Less: cost or other basis and sales expenses				
		c Gain or (loss)				
		d Net gain or (loss) *				
	8 a Gross income from fundraising events (not including . . . \$ of contributions reported on line 1c). See Part IV, line 18 a					
	b Less: direct expenses b					
	c Net income or (loss) from fundraising events *					
	9 a Gross income from gaming activities. See Part IV, line 19 a					
b Less: direct expenses b						
c Net income or (loss) from gaming activities *						
10 a Gross sales of inventory, less returns and allowances a						
b Less: cost of goods sold b						
c Net income or (loss) from sales of inventory *						
Miscellaneous Revenue		Business Code				
11 a						
b						
c						
d All other revenue						
e Total. Add lines 11a-11d *						
12 Total revenue. See instructions *		477,888.	250,504.	0.	0.	

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21.				
2 Grants and other assistance to domestic individuals. See Part IV, line 22.				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16.				
4 Benefits paid to or for members.				
5 Compensation of current officers, directors, trustees, and key employees.				
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B).				
7 Other salaries and wages.				
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions).				
9 Other employee benefits.				
10 Payroll taxes.				
11 Fees for services (non-employees):				
a Management.				
b Legal.	80.	80.	0.	0.
c Accounting.	2,400.	0.	2,400.	0.
d Lobbying.				
e Professional fundraising services. See Part IV, line 17.				
f Investment management fees.				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion.	3,500.	3,500.	0.	0.
13 Office expenses.	334.	334.	0.	0.
14 Information technology.				
15 Royalties.				
16 Occupancy.				
17 Travel.				
18 Payments of travel or entertainment expenses for any federal, state, or local public officials.				
19 Conferences, conventions, and meetings.				
20 Interest.				
21 Payments to affiliates.				
22 Depreciation, depletion, and amortization.				
23 Insurance.	893.	893.	0.	0.
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a Services Purchased	223,059.	223,059.	0.	0.
b Brunch Event Costs	8,250.	8,250.	0.	0.
c Event Management Fee	15,000.	15,000.	0.	0.
d Kids Area Costs	4,332.	4,332.	0.	0.
e All other expenses	48,589.	48,589.	0.	0.
25 Total functional expenses. Add lines 1 through 24e.	306,437.	304,037.	2,400.	0.
26 Joint costs. Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720).				

Part X Balance Sheet

Check if Schedule D contains a response or note to any line in this Part X

		(A) Beginning of year	(B) End of year
Assets	1 Cash - non-interest-bearing	1	183,451.
	2 Savings and temporary cash investments	2	
	3 Pledges and grants receivable, net	3	
	4 Accounts receivable, net	4	
	5 Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L	5	
	6 Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(8) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L	6	
	7 Notes and loans receivable, net	7	
	8 Inventories for sale or use	8	
	9 Prepaid expenses and deferred charges	9	
	10a Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a	
	b Less: accumulated depreciation	10b	10c
	11 Investments - publicly traded securities	11	
	12 Investments - other securities. See Part IV, line 11	12	
	13 Investments - program-related. See Part IV, line 11	13	
	14 Intangible assets	14	
	15 Other assets. See Part IV, line 11	15	
16 Total assets. Add lines 1 through 15 (must equal line 34)	0. 16	183,451.	
Liabilities	17 Accounts payable and accrued expenses	17	12,000.
	18 Grants payable	18	
	19 Deferred revenue	19	
	20 Tax-exempt bond liabilities	20	
	21 Escrow or custodial account liability. Complete Part IV of Schedule D	21	
	22 Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L	22	
	23 Secured mortgages and notes payable to unrelated third parties	23	
	24 Unsecured notes and loans payable to unrelated third parties	24	
	25 Other liabilities (including federal income tax payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	25	
	26 Total liabilities. Add lines 17 through 25	0. 26	12,000.
Net Assets or Fund Balances	Organizations that follow SFAS 117 (ASC 958), check here <input type="checkbox"/> and complete lines 27 through 29, and lines 33 and 34.		
	27 Unrestricted net assets	27	
	28 Temporarily restricted net assets	28	
	29 Permanently restricted net assets	29	
	Organizations that do not follow SFAS 117 (ASC 958), check here <input checked="" type="checkbox"/> and complete lines 30 through 34.		
	30 Capital stock or trust principal, or current funds	30	
	31 Paid-in or capital surplus, or land, building, or equipment fund	31	
	32 Retained earnings, endowment, accumulated income, or other funds	32	171,451.
33 Total net assets or fund balances.	0. 33	171,451.	
34 Total liabilities and net assets/fund balances.	0. 34	183,451.	

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI

1	Total revenue (must equal Part VIII, column (A), line 12)	1	477,888.
2	Total expenses (must equal Part IX, column (A), line 25)	2	306,437.
3	Revenue less expenses. Subtract line 2 from line 1	3	171,451.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	171,451.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII

		Yes	No
1	Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____		
If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	X	
If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both:			
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2b	Were the organization's financial statements audited by an independent accountant?		X
If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both:			
<input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis			
2c	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?		X
If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
3b	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits		



3

Invoice No: 383992
Date: **Fri, May 04, 2018**
Store Code: 1565
Store: Lohman

Catering - INVOICE

Billing/Client Information Credit Card: MASTERCARD(...4423) Pre-Auth #: 017697 Client: Veronica Quezada Client Phone:	Delivery Information Delivery: 05/04/2018 (10:45 - 11:00 AM) City of Las Cruces/Convention Visitors Bureau 336 South Main Street Las Cruces, NM 88011 Veronica Quezada Phone: (575) 541-2444 Number of Guests: 15
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Order entered by: Store

Printed: 05/04/2018 10:52 AM CDT

	Price	Amount
Lunch / Dinner - Sandwich Baskets & Trays		
1 Small Sandwich Basket	83.00	83.00
Choose Your Sides*		
Bakery Chips - Sm		
Sweets - Sweets		
1 Small Sweets Basket	50.00	50.00

*Total for all items ordered

FOOD SAFETY TIPS Consume or refrigerate below 41F/5C within 2 hours Reheat food to 165F/74C only once	All credit card payments are pre-authorized up to 30 days in advance and are final-processed on the day of pick-up/delivery.	<table> <tr><td>Subtotal:</td><td style="text-align: right;">133.00</td></tr> <tr><td>Delivery Fee:</td><td style="text-align: right;">13.30</td></tr> <tr><td>Tax (8.313%):</td><td style="text-align: right;">12.16</td></tr> <tr><td>Amount:</td><td style="text-align: right;">158.46</td></tr> <tr><td>Gratuity:</td><td style="text-align: right;">10.00</td></tr> <tr><td>Total:</td><td style="text-align: right;">168.46</td></tr> <tr><td>Sign:</td><td>_____</td></tr> <tr><td>Print Name:</td><td>_____</td></tr> </table>	Subtotal:	133.00	Delivery Fee:	13.30	Tax (8.313%):	12.16	Amount:	158.46	Gratuity:	10.00	Total:	168.46	Sign:	_____	Print Name:	_____
Subtotal:	133.00																	
Delivery Fee:	13.30																	
Tax (8.313%):	12.16																	
Amount:	158.46																	
Gratuity:	10.00																	
Total:	168.46																	
Sign:	_____																	
Print Name:	_____																	

Corner Bakery | 2305 E. Lohman Ave | Las Cruces, NM 88001 | Phone: 575-541-5767
Please remit House Account payments to: Bakery Ventures | 5835 Onix Dr #300 | El Paso, TX 79912

Powered by MonkeyMedia Software

Transactions

Transaction ID	Account	Amount	Balance	Transaction Date	Transaction Description	Transaction Type	Transaction Status
1001	1000	1000.00	1000.00	2023-01-01	Initial Balance	Opening	Completed
1002	1000	500.00	500.00	2023-01-15	Deposit	Deposit	Completed
1003	1000	200.00	300.00	2023-02-01	Withdrawal	Withdrawal	Completed
1004	1000	300.00	0.00	2023-02-15	Withdrawal	Withdrawal	Completed
1005	1000	400.00	400.00	2023-03-01	Deposit	Deposit	Completed
1006	1000	100.00	300.00	2023-03-15	Withdrawal	Withdrawal	Completed
1007	1000	200.00	100.00	2023-04-01	Withdrawal	Withdrawal	Completed
1008	1000	300.00	200.00	2023-04-15	Deposit	Deposit	Completed
1009	1000	100.00	100.00	2023-05-01	Withdrawal	Withdrawal	Completed
1010	1000	200.00	0.00	2023-05-15	Withdrawal	Withdrawal	Completed

Project Account	Original Budget	Current Budget	Actual Budget	Percent	Amount	4C Bud	PA Bud
PA 1 Project Account	100000	100000	100000	100%	100000	100000	100000

friends of vlc meeting



LA POSTA DE MESILLA
2410 Calle de San Albino
Mesilla NM
575-524-3524

Server: Andrea 01/10/2019
Table 908/1 2:37 PM
Guests: 1 30016
Reprint #: 1

GO Salsa 1 Quart 9.75
GO Guacamole 1 Pint 11.25
GO Chips Full Bag 4.95

Subtotal 25.95
Tax 2.12

Total 28.07

VISA #XXXXXXXXXXXX4857 28.07
Auth:025256

+ Tip: 0

= Total: 28.07

X. 

Balance Due 0.00

VISIT US AT HACIENDA DE MESILLA!
SHOW YOUR LP RECEIPT FOR A FREE
CALAMARI WITH ENTREE PURCHASE!
Excludes Friday & Saturday Dinner.
Tip 18% 4.67
Tip 20% 5.19

--- Check Closed ---

FRIENDS OF



Friends of Visit Las Cruces Inc. Meeting
 Thursday, January 10, 2019

SIGN IN SHEET

NAME	SIGNATURE
BELIA ALVAREZ	
MIKE BECKETT	
LOU SISBARRO	
BARBARA HUBBARD	
HEATHER POLLARD	
RUBEN SMITH	
CEIL LEVATINO	
JAMES BAGWELL	
KAREN WOOTTON	
BRYAN BAGWELL	
CVB STAFF	
Phil San Filippo, Economic Development Director	
Jennifer Bales, Executive Director CVB	
Veronica Quezada, Admin Assistant	

Transactions Benefitting CMF/Plaza Events paid using City Purchasing Cards or City Accounts Payable

Date	Amount	Vendor/Recipient	Purpose
9/17/2015	26	Philip San Filippo	Trip to EP for an interview with KTSM News Channel 9
3/14/2016	29	Philip San Filippo	Live telecast on radio station KCOS to promote the performance of Nitty Gritty Dirt Band at CMF
10/13/2016	125	IEBA	IEBA Professional Membership (P. San Filippo)
10/13/2016	549	IEBA	Trip to Nashville - IEBA Registration Fee (P. San Filippo)
10/26/2016	713	American Airlines	Trip to Nashville - Airfare (P. San Filippo)
10/26/2016	1,096	Omni Nashville	Trip to Nashville - Hotel (P. San Filippo)
10/26/2016	57	Philip San Filippo	Trip to Nashville to attend the International Entertainment Buyers Association (IEBA) - Reimbursement
10/26/2016	19	Various/No Receipt	Trip to Nashville - Meal Expenses (P. San Filippo)
10/31/2016	125	IEBA	IEBA Professional Membership (J. Bales)
10/31/2016	549	IEBA	Trip to Nashville - IEBA Registration Fee (J. Bales)
11/1/2016	713	American Airlines	Trip to Nashville - Airfare (J. Bales)
11/1/2016	93	Chauhan	Trip to Nashville - Meal - J. Bales, P. San Filippo, G. Dries, E. Dries
11/1/2016	25	El Paso International Airport	Trip to Nashville -Parking (J. Bales)
11/1/2016	56	Jennifer Bales	Trip to Nashville to attend the International Entertainment Buyers Association (IEBA) - Reimbursement
11/1/2016	72	Kitchen Notes	Trip to Nashville - Meal - J. Bales, P. San Filippo, B. Hubbard, S. Breckner, G. Dries
11/1/2016	85	Ling & Louies	Trip to Nashville - Meal - J. Bales, P. San Filippo, B. Hubbard, S. Breckner
11/1/2016	49	Martin's Bbq Joint	Trip to Nashville - Meal - J. Bales, P. San Filippo, G. Dries
11/1/2016	410	Midtown Café	Trip to Nashville - Meal - J. Bales, P. San Filippo, G. Dries, E. Dries, B. Hubbard, S. Breckner
11/1/2016	1,209	Omni Nashville	Trip to Nashville - Hotel (J. Bales)
11/1/2016	63	Pancake Pantry	Trip to Nashville - Meal - J. Bales, P. San Filippo, G. Dries, A. Newton
11/1/2016	31	Various/No Receipt	Trip to Nashville - Meal Expense (J. Bales)
3/24/2017	132	Presley Printing & Mail	CMF Posters
3/27/2017	1,116	Cruces Trophy and Awards Center Inc	Award medals race
4/3/2017	22	Staples	Keys for CMF
4/4/2017	111	Amazon	Portable chargers, USB Port travel charges, iPhone charges
4/4/2017	115	Hobby Lobby	VIP Reception
4/5/2017	143	Presley Printing & Mail	Gatorfoam Signs Cutting
4/6/2017	691	TicketPrinting.com	Printing CMF tickets
4/7/2017	594	Zia Promotional Products	Staff shirts for CMF
4/7/2017	1,500	Zia Promotional Products	Swag bags for CMF
4/8/2017	72	Hobby Lobby	Frames for CMF Appreciation
4/10/2017	192	Coller Industries Inc	Custom ribbon for Giddy up race
4/10/2017	50	Uline	Bags for CMF posters
4/11/2017	599	IEBA	Trip to Nashville - IEBA Registration Fee (P. San Filippo)
4/11/2017	380	Southwest Airlines	Trip to Nashville - Airfare (P. San Filippo)
4/13/2017	144	Staples	Items for CMF
4/15/2017	41	Hobby Lobby	Items for Giddy up race
4/16/2017	152	24Hour Wristbands.com	Wristbands for CMF
4/17/2017	42	Dion's Pizza	Giddyup Gallop committee meeting meal
4/18/2017	245	Barbi Lopez Images n Ink & Embroidery	Volunteer shirt printing
4/18/2017	57	Mountain View Market	Fruit order for CMF
4/19/2017	112	Enchanted Occasions Event Rentals	Deposit for chair rental
4/19/2017	33	Staples	Supplies for CMF
4/19/2017	86	The Home Depot	Supplies for CMF
4/20/2017	174	EAN Holdings, LLC	Rental car
4/20/2017	210	Heart of the Desert Inc	Nuts ordered for swag bags
4/20/2017	50	Las Cruces Candy	Items for Artists bags
4/21/2017	269	Apple Store	Keyboard and Silicone case for iPad

Transactions Benefitting CMF/Plaza Events paid using City Purchasing Cards or City Accounts Payable

Date	Amount	Vendor/Recipient	Purpose
4/21/2017	54	Elephant Butte Irrigation District	Right to Use permit application fee for race
4/21/2017	75	EMMY Express	Rocky Mountain Southwest
4/21/2017	300	EMMY Express	Rocky Mountain Southwest
4/22/2017	130	Crazy Maizy Fabulous	Popcorn for CMF Swag Bags
4/24/2017	15	Amazon	Headphones earbuds
4/24/2017	26	Hobby Lobby	Frame hangers and flowers for CMF
4/24/2017	30	Staples	VIP Area materials
4/25/2017	8	Amazon	Safety pins for CMF race
4/25/2017	16	Amazon	Award medals CMF race
4/25/2017	244	Butlerbakingco	Muffins for race
4/25/2017	111	Corner Deli	Group meal from CMF
4/25/2017	83	NYP Slice House	Group meal for CMF
4/25/2017	286	Sam's Club	Drinks for race
4/25/2017	64	Walmart	Gloves for staff for CMF
4/25/2017	801	Zia Promotional Products	Mens shirts for CMF
4/26/2017	16	Albertsons	Group meal from CMF
4/26/2017	194	The Game	Meal for entertainment agents during CMF
4/26/2017	50	USATF	Event sanction application confirmation for Giddyup Gallop
4/27/2017	3,323	Action Audio Visual Inc	CMF VIP Reception
4/27/2017	1	El Paso Airport Parking	Transportation for Entertainers
4/27/2017	2,167	Hotel Encanto	Banquet Drink Tickets - CMF
4/27/2017	9,087	Hotel Encanto	Banquet - CMF
4/27/2017	19	Target	Meal items for CMF
4/27/2017	109	Target	Supplies for South Stage Green room
4/27/2017	15	The Home Depot	Key rings for office front door for CMF
4/28/2017	115	Comfort Suites	South Stage Performer Room - CMF
4/28/2017	115	Comfort Suites	South Stage Performer Room - CMF
4/28/2017	115	Comfort Suites	South Stage Performer Room - CMF
4/28/2017	115	Comfort Suites	South Stage Performer Room - CMF
4/28/2017	122	Comfort Suites	South Stage Performer Room - CMF
4/28/2017	6	CVS/pharmacy	Supplies - CMF
4/28/2017	100	Frank Duran	Staff meals - Sparky's Burritos
4/28/2017	62	Mountain View Market	Fruit for race
4/28/2017	31	Walmart	Supplies for Green room
4/29/2017	85	El Posta	Dinner for VIP SCasey HDutcher EVega
4/29/2017	154	The Game	Lunch with CMF travel writers
4/29/2017	80	Walmart	Items for Entertainers
4/30/2017	262	TownePlace Suites	Hotel room for travel writer
4/30/2017	262	TownePlace Suites	Hotel room for travel writer
4/30/2017	262	TownePlace Suites	Hotel room for travel writer
4/30/2017	262	TownePlace Suites	Hotel room for CMF Grand Prize winner
4/30/2017	262	TownePlace Suites	Hotel room for travel writer
4/30/2017	262	TownePlace Suites	Hotel room for CVB PR rep
4/30/2017	262	TownePlace Suites	Hotel room for travel writer
5/1/2017	118	Murphy Express	Gas for 3 SUV rental cars
5/10/2017	1,500	Robin Eckhart	Photography and editing
5/17/2017	58	Salud de Mesilla	Soundstage Meeting
5/25/2017	379	Urgent Cell Phone Repair	iPhone for CVB sales VG glasses
5/26/2017	1,352	Picture Frame Factory Outlet	Picture frames for CMF
6/8/2017	10	Cruces Trophy and Awards Center Inc	2-Gold plate w/color CVB logo and Giddyup Gallop logo
6/8/2017	109	Enchanted Occasions Event Rentals	Chair rental for Giddyup Gallop event
6/20/2017	1	El Paso Airport Parking	Pick up travel writer (CMF)
7/20/2017	30	The Game	Lunch with Barbara Hubbard
8/15/2017	285	Picture Frame Factory Outlet	Picture frames for CMF
8/29/2017	1,130	EAN Services	Car Rental for CMF incurred in May 2017
10/14/2017	9	HMS Host	Travel to Nashville - Meal Expense (J. Bales)
10/14/2017	11	HMS Host	Travel to Nashville - Meal Expense (J. Bales)

Transactions Benefitting CMF/Plaza Events paid using City Purchasing Cards or City Accounts Payable

Date	Amount	Vendor/Recipient	Purpose
10/16/2017	40	Kitchen Notes	Trip to Nashville - Meal Expense (J. Bales and P. San Filippo)
10/16/2017	33	The Diner	Trip to Nashville - Meal Expense (J. Bales and P. San Filippo)
10/18/2017	25	El Paso International Airport	Trip to Nashville - Parking (P. San Filippo)
10/18/2017	14	HMS Host	Travel to Nashville - Meal Expense (J. Bales)
10/18/2017	25	McDonald's	Trip to Nashville - Meal Expense - J. Bales, B. Hubbard and S. Breckner
10/18/2017	1,127	Omni Nashville	Trip to Nashville - Hotel (P. San Filippo)
11/14/2017	64	Acme Feed & Seed	Trip to Nashville - Meal Expense - J. Bales, P. San Filippo, G. Dries
11/14/2017	50	American Airlines	Trip to Nashville - Baggage (J. Bales)
11/14/2017	437	American Airlines	Trip to Nashville - Airfare (J. Bales)
11/14/2017	25	El Paso International Airport	Trip to Nashville -Parking (J. Bales)
11/14/2017	347	Eugene A Dries Jr	Travel to Nashville - Airfare
11/14/2017	599	IEBA	Trip to Nashville - IEBA Registration Fee - J. Bales
11/14/2017	55	Jennifer Bales	Trip to Nashville to attend the International Entertainment Buyers Association (IEBA) - Reimbursement
11/14/2017	68	The Sutler Saloon	Trip to Nashville - Meal Expense - J. Bales, P. San Filippo, G. Dries
11/14/2017	68	Various/No Receipt	Trip to Nashville -Taxi (J. Bales)
11/14/2017	131	Various/No Receipt	Trip to Nashville - Meal Expense (J. Bales)
11/17/2017	1,127	Omni Nashville	Trip to Nashville - Hotel (J. Bales)
11/27/2017	71	Le Village Buffett	Breakfast with Sabrina Garza and Barbara Hubbard
11/30/2017	43	Hacienda de Mesilla	CMF lunch with G. Dries
11/30/2017	60	La Posta de Mesilla	Lunch meeting with J. Bales and G. Dries
12/1/2017	59	Zeffiro	Meal with CMF promoter Gene Dries
12/2/2017	412	Hotel Encanto	Room for site visit - Gene Dries
12/2/2017	412	Hotel Encanto	Room for site visit for Gene Dries
3/1/2018	8,542	Flowers & Hubbard Inc	Music equipment to be used for the Plaza and for the Las Cruces CMF
3/12/2018	5,582	Flowers & Hubbard Inc	Music equipment to be used for the Plaza and for the Las Cruces CMF
4/21/2018	85	Emmy Express	Submission fee for Emmy Awards
4/24/2018	43	FedEx	Sent check to artist in CMF 2018 (Brennin Hunt)
4/26/2018	150	Emmy Express	Submission fee for Emmy Awards
5/1/2018	99	Emmy Express	Submission fee for Emmy Awards
5/4/2018	168	Corner Bakery Café	Friends of Visit Las Cruces meeting
5/17/2018	591	La Posta de Mesilla	Sponsorship reception dinner
5/19/2018	46	Chachis	Blues Event - Artist Meals
5/23/2018	1,291	TicketPrinting.com	CMF Tickets
5/25/2018	321	Philip San Filippo	Trip to Nashville to attend the International Entertainment Buyers Association (IEBA) - Reimbursement
5/31/2018	124	24Hour Wristbands.com	Wristbands ordered for Plaza Events
6/1/2018	430	Best Buy	iPad for CVB Use - Events
6/1/2018	1,000	Best Buy	iPad to utilize during city events for ticket sales
6/2/2018	9	Happy Dog Foods	Food purchase for Karla Walton for Video Shoot
6/2/2018	81	Happy Dog Foods	Volunteer Food for Homeward Bound Concert
6/2/2018	8	Orqan Mountain Concession	Food purchase for Karla Walton for Video Shoot
6/2/2018	13	Walmart	Ice for Homeward Bound Concert
6/2/2018	67	Walmart	Food and supplies for Homeward Bound Concert
6/12/2018	850	Barbi Lopez Rhino Sports	Blankets purchased for Concert from ED
6/14/2018	36	Days Hamburgers	Meal for Metalachi band members
6/15/2018	850	Barbi Lopez Rhino Sports	Blankets purchased for Concert from ED
6/18/2018	38	Sam's Club	Items for Economic Development concert event
7/2/2018	47	Hobby Lobby	Items for CMF VIP areas
7/9/2018	39	Amazon	Decorating lightening for CMF VIP area
7/9/2018	125	IEBA	Jennifer Bales - Membership renewal
7/9/2018	125	IEBA	Elizabeth Vega - Membership renewal
7/9/2018	41	tableclothsfactory.com	CMF VIP area linen and lighting
7/12/2018	2	Walmart	Merchandise booth supplies

Transactions Benefitting CMF/Plaza Events paid using City Purchasing Cards or City Accounts Payable

Date	Amount	Vendor/Recipient	Purpose
7/16/2018	14	Hobby Lobby	VIP supplies
7/16/2018	22	Office Depot	Supplies tent cards for VIP and Artists areas
7/16/2018	231	tableclothsfactory.com	CMF Reception areas linen and decorations
7/18/2018	426	American Airlines	Trip to Nashville - Airfare (J. Bales)
7/18/2018	699	IEBA	Jennifer Bales - 2018 Professional Registration
7/18/2018	824	IEBA	Phil San Filippo - Membership renewal and 2018 Professional Registration
7/20/2018	406	Southwest Airlines	Trip to Nashville - Airfare (P. San Filippo)
7/30/2018	342	Southwest Airlines	Trip to Nashville - Airfare (E. Vega)
8/3/2018	35	Speedy Spots	Voice-over for Selena TV spot
8/8/2018	35	Speedy Spots	Voice-over for Selena TV spot
8/15/2018	1,250	Out of the Blue Graphics	Custom made medals for Giddy up Gallop
8/16/2018	2,487	Zia Promotional Products	Cups for CMF 2018
8/29/2018	1,352	24Hour Wristbands.com	Wristbands for CMF
8/29/2018	88	Heart of the Desert Inc	Artists table
8/29/2018	253	Wrist-Band.com	Wristbands for CMF
8/31/2018	34	FedEx	Contract checks overnighted
9/5/2018	699	IEBA	IEBA Registration - E. Vega
9/6/2018	170	BibNumbers.com	Running Bib invoice
9/11/2018	124	The Home Depot	Storage, Mech tent and Artists items
9/14/2018	234	The Home Depot	Storage for Merch and race materials
9/17/2018	266	Jennifer Bales	Trip to Nashville to attend the International Entertainment Buyers Association (IEBA) - Reimbursement
9/20/2018	92	El Paseo & Idaho	CMF Planning meeting
9/23/2018	196	Kay Miller	CMF Giddy up Gallop - wooden horse heads
9/24/2018	3	99 Cent Store	CMF VIP Reception tickets
9/24/2018	24	Amazon	CMF Charging station
9/24/2018	33	Amazon	CMF Charging station and photo props
9/25/2018	57	Staples	CMF supplies for Mech area
9/26/2018	108	Amaro Winery LLC	Artist gift table items
9/26/2018	150	La Posta de Mesilla	Items for Artists (t-shirts)
9/26/2018	30	Pecan Grill	Green room items
9/29/2018	31	Music City Taxi	Trip to Nashville - Taxi (P. San Filippo)
9/29/2018	319	Sunda	Trip to Nashville - Meal Expense - P. San Filippo, B. Hunt, K. Hunt, G. Dries, E. Vega
9/30/2018	25	American Airlines	Trip to Nashville - Baggage Fee (J. Bales)
9/30/2018	138	Hemingway's Bar	Trip to Nashville - Meals - Attendees: P. San Filippo, J. Bales, G. Dries, E. Sudkiff, E. Vega
9/30/2018	9	Lyft	Trip to Nashville - Lyft Ride (E. Vega)
9/30/2018	9	Lyft	Trip to Nashville - Lyft Ride (E. Vega)
9/30/2018	9	Lyft	Trip to Nashville - Lyft Ride (E. Vega)
9/30/2018	10	Lyft	Trip to Nashville - Lyft Ride (E. Vega)
9/30/2018	5	Uber	Trip to Nashville - Shuttle (E. Vega)
9/30/2018	31	Various/No Receipt	Trip to Nashville - Taxi (J. Bales)
9/30/2018	16	Walmart	Food for Noche de Nachos
10/1/2018	8	Lyft	Trip to Nashville - Lyft Ride (E. Vega)
10/1/2018	8	Lyft	Trip to Nashville - Lyft Ride (E. Vega)
10/2/2018	299	IEBA	Trip to Nashville - IEBA Single Day Pass (J. Bales)
10/2/2018	16	Lyft	Trip to Nashville - Lyft Ride (E. Vega)
10/2/2018	73	Salsa Puerto Rican Cuisine	Trip to Nashville - Meals - Attendees: P. San Filippo, J. Bales, G. Dries, E. Vega
10/2/2018	159	Various/No Receipt	Trip to Nashville - Meals (J. Bales)
10/3/2018	47	Amazon	Laminating pouches for CMF signs
10/3/2018	25	American Airlines	Trip to Nashville - Baggage Fee (J. Bales)
10/3/2018	28	El Paso International Airport	Trip to Nashville - Airport Parking (J. Bales)
10/3/2018	35	El Paso International Airport	Trip to Nashville - Parking (P. San Filippo)
10/3/2018	56	El Paso International Airport	Trip to Nashville - Airport Parking (E. Vega)
10/3/2018	1,351	Embassy Suites	Trip to Nashville to attend the International Entertainment Buyers Association (IEBA) - Hotel
10/3/2018	824	IEBA	Trip to Nashville - IEBA Registration Fee (P. San Filippo)
10/3/2018	60	La Posta de Mesilla	Cultural Consulate Gala
10/3/2018	44	Street Tread Limousine	Trip to Nashville - Taxi

Transactions Benefitting CMF/Plaza Events paid using City Purchasing Cards or City Accounts Payable

Date	Amount	Vendor/Recipient	Purpose
10/3/2018	1,076	The Westin Nashville	Trip to Nashville - Hotel (J. Bales)
10/3/2018	11	Uber	Trip to Nashville - Taxi (P. San Filippo)
10/3/2018	1,441	Westin Nashville	Trip to Nashville - Hotel (P. San Filippo)
10/5/2018	144	Imprint	Lanyards for CMF
10/9/2018	205	24Hour Wristbands.com	Giddyup Gallop wristbands
10/9/2018	98	Beck's Coffee	Artist gifts
10/10/2018	100	Dick's Sporting Goods	Horseshoe event equipment
10/10/2018	188	Staples	Items for Merch and Gates
10/11/2018	62	Andele Tortilleria	CMF Artist items
10/11/2018	36	Beck's Coffee	CMF and press tour welcome bags
10/11/2018	45	Beck's Coffee	CMF Meeting
10/11/2018	106	Dion's Pizza	Food for CMF staff
10/11/2018	56	Heart of the Desert Inc	CMF Artist items
10/12/2018	125	Barbi Lopez Rhino Sports	Volunteer shirts - down payment
10/15/2018	151	Walmart	General supplies
10/16/2018	3	99 Cent Store	CMF VIP Reception tickets
10/16/2018	120	Barbi Lopez Rhino Sports	Volunteer shirts - remaining balance
10/16/2018	303	Lowe's	Supplies for VIP party
10/16/2018	60	Office Depot	CMF supplies
10/16/2018	15	Walgreens	Green room supplies
10/16/2018	97	Walmart	Supplies for VIP party
10/17/2018	29	Hobby Lobby	VIP supplies
10/17/2018	47	Staples	Counters for tracking attendance
10/18/2018	29	Gardunos	CMF Breakfast for travel writers
10/18/2018	29	Gardunos	CMF breakfast for travel writers
10/18/2018	13	Lujan's Bakery	Food for CMF staff
10/18/2018	272	Philip San Filippo	Trip to Nashville to attend the International Entertainment Buyers Association (IEBA) - Reimbursement
10/18/2018	55	Si Senior	Staff and volunteer food
10/18/2018	376	Southwest Airlines	Trip to Nashville - Airfare (P. San Filippo)
10/18/2018	1,051	Whiskey Dicks	CMF VIP Reception
10/19/2018	23	Celebrate on Valley	Alcohol for hospitality for CMF
10/19/2018	269	Corner Bakery Café	Staff and volunteer food
10/19/2018	195	Hooters Las Cruces	Meals for Artist and Artist crew at CMF
10/19/2018	14	Mountain View Market	Hospitality for artists
10/19/2018	58	Roberto's New Mexico Foods	Staff meal
10/19/2018	15	Sprouts	CMF green room supplies
10/19/2018	12	Walmart	Towels for hospitality
10/20/2018	51	Albertsons	Hospitality for artists
10/20/2018	65	Albertsons	Second stage food for entertainers
10/20/2018	36	Beck's Coffee	Artists gift table
10/20/2018	31	Chick-fil-A	Food for CMF staff
10/20/2018	22	Dollar Tree	Fill Balloons for Giddyup Gallop Sunday Funday
10/20/2018	126	El Sombrero	Meal for CMF crew lunch
10/20/2018	27	Walmart	Granola Bars for Giddyup Gallop Sunday Funday
10/21/2018	58	Las Cruces Shuttle	CMF Travel Writer airport shuttle
10/22/2018	61	Dion's Pizza	Staff and volunteer food
10/22/2018	543	EAN Holdings, LLC	Rental Vehicles for CMF Artists
10/22/2018	543	EAN Holdings, LLC	Rental Vehicles for CMF Artists
10/22/2018	589	EAN Holdings, LLC	Rental Vehicles for CMF Artists
10/22/2018	126	Hilton Garden Inn	Hotel for Artist for CMF - Rick Trevino
10/22/2018	126	Hilton Garden Inn	Hotel for Artist for CMF - Rick Trevino
10/22/2018	26	Murphy Express	Gas for rental
10/22/2018	37	Murphy Express	Gas for rental
10/22/2018	58	Murphy Express	Gas for rental
10/22/2018	81	One Stop	Burritos for Staff and Volunteers
10/25/2018	16	Dunkin	Food for CMF staff and volunteers
10/30/2018	3,654	Hotel Encanto	Hotels for CMF - CMT and Eugene Dries
11/9/2018	72	Shamrock	To go boxes for Noche de Nachos
11/10/2018	17	Luchador Food Truck	Volunteer Dinner - Noche de Nacho event
11/15/2018	201	Amazon	Event stanchion for special events
12/18/2018	54	Beck's Coffee	CMF bags

Transactions Benefitting CMF/Plaza Events paid using City Purchasing Cards or City Accounts Payable

Date	Amount	Vendor/Recipient	Purpose
12/18/2018	64	Heart of the Desert Inc	CMF bags
12/18/2018	78	Legacy Pecans & Company	CMF bags
12/27/2018	172	Billboard	Phil San Filippo - Billboard subscription renewal
1/2/2019	243	BMI	Music licenses
1/2/2019	194	Jennifer Bales	Attend the 3rd Annual Rocky Mountain Country Music Awards Show - Reimbursement
1/10/2019	28	La Posta de Mesilla	Chips and Salsa for Friends of Visit Las Cruces meeting
1/13/2019	244	Southwest Airlines	3rd Annual Rocky Mountain Country Music Awards Show - Airfare (J. Bales)
1/14/2019	13	Enterprise Car Tolls	Rocky Mountain Country Awards Event - Rental Car (J. Bales)
1/14/2019	132	Doubletree Greeley	Rocky Mountain Country Awards Event - Hotel (J. Bales)
1/30/2019	1,604	Staybridge Suites	Hotel rooms for artists
5/9/2019	63	Walmart	Downtown Concerts - Green Room food and beverage for Prince and Queen bands
5/10/2019	212	Olive Garden	Downtown Concerts - Meal for Prince tribute bands
5/31/2019	44	Gemalto	Fee for fingerprinting background check for liquor license resident agent application
6/1/2019	540	YelpInc	Advertising
	\$ 96,174	Total	

1031

FRIENDS OF VISIT LAS CRUCES INC

2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

E-Z ShieldSM Check Fraud
Protection for Business

95-128/1122

DATE 5/9/16

PAY TO THE ORDER OF TOUGH ENOUGH TO WEAR PINK

1500 ⁰⁰/₁₀₀

ONE THOUSAND FIVE HUNDRED & NO/100

DOLLARS



CITIZENS BANK
OF LAS CRUCES
Member FDIC
PO BOX 2108 / LAS CRUCES, NEW MEXICO 88001



FOR _____

[Handwritten Signature]

⑈001031⑈ ⑆112201289⑆ ⑆[REDACTED]0001⑈

1032

FRIENDS OF VISIT LAS CRUCES INC

2001 E LOHMAN AVE 110-318
LAS CRUCES, NM 88001

E-Z ShieldSM Check Fraud
Protection for Business

95-128/1122

DATE 5/9/16

PAY TO THE ORDER OF ACTS

2000 ⁰⁰/₁₀₀

TWO THOUSAND & NO/100

DOLLARS



CITIZENS BANK
OF LAS CRUCES
Member FDIC
PO BOX 2108 / LAS CRUCES, NEW MEXICO 88001



FOR _____

[Handwritten Signature]

⑈001032⑈ ⑆112201289⑆ ⑆[REDACTED]0001⑈

TELEPHONE OF VALLEY
2500 S WALKER DRIVE
LAS VEGAS, NV 89102
575-824-6200
000001075-101

Department ID: 0000 Store: 47 0001
Term #: 0000 Ref #: 0000

Sale

XXXXXXXXXXXX9857
VISA Entry Method: Chip

Amount: \$ 22.72
Tax: \$ 0.00

Total: \$ 22.72

10/19/18 10:10:06
Inv #: 000002 Item Code: 015231
Transaction ID: 300292582056318
Server: Online Batch#: 000149

VISA CREDIT
AID: 0000000000000000
C1: 0000
C2: 0000000000

Anne M. Layne

From: Jen Bales
Sent: Friday, October 5, 2018 10:47 AM
To: Brennin Hunt ([REDACTED].com)
Subject: Las Cruces CMF - Info

Contacts: Brennin Hunt

Hey Brennin,

OK

Below is my contact info: I'm taking care of all talent and their needs while here.

Also taking care of the VIP reception. So once you know whether or not the other people you are working on are coming, please let me know.

As far as you and your band goes...

I understand you are staying the Barbara, what about the rest of them?

What about a hospitality rider? Transportation?

Are you already set with our AV people for your tech needs or do I still need your tech rider?

Do not tell me you just need water for green room. You might as well give me something or your gonna get whatever I pick for you.

And I don't want to get you Coors Light when I know you prefer dark beer. ☺

Jen

Jennifer Bales

Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



Anne M. Layne

From: Camille ~ Meca Therapies <camille@mecatherapies.com>
Sent: Thursday, August 2, 2018 12:54 PM
To: Jennifer Bales
Cc: marcidickerson@aol.com
Subject: Invoice from the Wee Warriors Project.
Attachments: Invoice Visit Las Cruces 26.docx; W9.pdf

Thanks so much for your support!

Have a great day,

Camille Hines Plante

Medical/NICU Family Liaison

Certified Lactation Counselor

Marketing Liaison

MECA Therapies, LLC

camille@mecatherapies.com

Mobile: (575) 644-9109

Phone: (575) 522-9550

Fax: (575) 523-1108



 Please consider the environment before printing this e-mail

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

EXHIBIT 113



The Wee Warriors Project, Inc

nonprofit 501 c 3

Invoice # 0026

EVENT: 3rd Annual Wee Warrior Western Gala/MECA Therapies Roping for Kids Charity Event

Donation Type: Gala Table of 10

Company: Visit Las Cruces Approved by: Jennifer Bales

Event date: Aug. 10th (NM Farm and Ranch Heritage Museum)

Aug. 11th (Southern NM Fairgrounds)

***bring cash to the event: there is a cash bar and silent auction**

DINNER, DANCE, and the Yarbrough Band!

You May, but not required:

- Provide a prize or auction item with your logo

Thank You for your generous contribution. Proceeds from this charitable event will be distributed to the Wee Warriors Project, Inc. Checks are to be made out to: The Wee Warriors Project

Total: \$600.00

Check # _____ Date distributed: _____

Jennifer Bales: _____ Date: _____

Anne M. Layne

From: Marci Dickerson <marci@dickersongroupplc.com>
Sent: Friday, August 3, 2018 11:46 AM
To: Jennifer Bales
Subject: Re: Invoice from the Wee Warriors Project.

Yea I didn't know she was billing you

Thank You
Marci Dickerson
575-644-0778

On Aug 3, 2018, at 11:27 AM, Jennifer Bales <jbales@las-cruces.org> wrote:

I thought we were gonna pay you and you'd pay them...?

Sent from my iPhone

Begin forwarded message:

From: Camille ~ Meca Therapies <camille@mecatherapies.com>
Date: August 2, 2018 at 12:54:25 PM MDT
To: <jbales@las-cruces.org>
Cc: <marcidickerson@aol.com>
Subject: Invoice from the Wee Warriors Project.

Thanks so much for your support!

Have a great day,

Camille Hines Plante

Medical/NICU Family Liaison

Certified Lactation Counselor

Marketing Liaison

MECA Therapies, LLC

camille@mecatherapies.com

Mobile: (575) 644-9109

Phone: (575) 522-9550

Fax: (575) 523-1108

<image001.jpg>

 Please consider the environment before printing this e-mail

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply e-mail and delete this message. Thank you for your cooperation.

Anne M. Layne

From: Jennifer Bales
Sent: Tuesday, July 18, 2017 11:35 AM
To: Philip San Filippo
Cc: Chris Faivre; Karla G. Walton
Subject: RE: Barbara Hubbard

Yes - Karla is working on it.

Do you have an idea of how long you want it to be? I'm thinking not more than 5-8 minutes.
Also, this is just a nice tribute piece for her with some interviews, pictures, with music and what not.

Is there anyone we need to try to get extra interviews from?

Jennifer Bales
Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org

-----Original Message-----

From: Philip San Filippo
Sent: Tuesday, July 18, 2017 9:59 AM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Barbara Hubbard

Jen,

Have you started working on the video clips for the Barbara Hubbard event. AS I recall, you were going to check with Richard Holcomb to see what he has from last year when NMHA honored her. I will check with some other people to see what they may have as well. Hopefully, Karla can take the crap and make it look good.

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

EXHIBIT 114

Anne M. Layne

From: Jennifer Bales
Sent: Tuesday, July 25, 2017 9:47 AM
To: Philip San Filippo
Subject: RE: Barbara Hubbard's Event - Questions

- 1 - Ok
- 2 - I'll ask about the spotlight.
- 3 - IDK, I really hate the concept of being introduced just to introduce someone else. It's like the whole thing with NMHA. I suppose if it's me going up to introduce myself and then someone, that'd be fine.

Jennifer Bales
Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Philip San Filippo
Sent: Monday, July 24, 2017 8:29 AM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Barbara Hubbard's Event - Questions

1. Stuart and Beverly will be attending. I would like you to sit at our table if that works for you? I'll
2. Can Kenny bring a spot light?
3. Would you like to say a few words or introduce one of the other speakers?

Phil San Filippo
Economic Development Director
Direct: 575-541-2166 Cell: 575-386-6246
Email: psfilippo@las-cruces.org
City of Las Cruces, P.O. Box 20000, Las Cruces, NM 88004



Anne M. Layne

From: Philip San Filippo
Sent: Monday, July 31, 2017 10:11 AM
To: Jennifer Bales; Marci Dickerson
Subject: Barbara Hubbard's Party

I would like to make sure we clear up the finances for the Barbara Hubbard party before I leave town on Wednesday. Please let me know where we stand.

Phil San Filippo
Economic Development Director
Direct: 575-541-2166 Cell: 575-386-6246
Email: psfilippo@las-cruces.org
City of Las Cruces, P.O. Box 20000, Las Cruces, NM 88004



Invoice 2087
Due date July 27, 2017
Invoice total \$500.00

Balance due

\$0.00

Invoice detail

Print Save PDF

Dickerson's Catering LLC
PO Box 161
Fairacres, NM 88033
(575)649-1520
mistikast@sbcglobal.net



Invoice 2087

BILL TO
City of Las Cruces - Barbara
Hubbard Reception

DATE
07/27/2017

PLEASE PAY
\$0.00

DUE DATE
07/27/2017

ACTIVITY	QTY	RATE	AMOUNT
Catering Sponsorship Barbara Hubbard reception paid with cc ending in 6109	1	500.00	500.00

PAYMENT 500.00

TOTAL DUE \$0.00

THANK YOU.

EXHIBIT 115

PAID

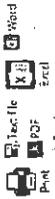
F

Home

P-Card Transactions

- 0 X

HOME



Show/Hide Cost
Customize Screen Form Return

Transaction Card Number
5273

Card Holder
PHILIP SAN FILIPPO

Statement Change Date
861 07/28/2017

Amount Change Description
500.00 TABLE SPONSORSHIP FOR BARBARA HUBBARD RECEPTION FOR CLC ECON DEV DEPT

Column Total
Amount 500.00

Record 1 of 1

Anne M. Layne

From: Gene Dries <juxtapromotion@comcast.net>
Sent: Monday, June 26, 2017 9:27 PM
To: Philip San Filippo
Cc: Jennifer Bales; Marci Dickerson; Gene Dries
Subject: RE: Barbara's celebration

Perfect Timing!

Just got the brace off long enough to shower for the first time since the surgery and I will use my time with both hands to get this email off.
Got it on the details, and I will begin my outreach tomorrow morning to everyone that I am aware of in this town and industry that has been touched by her efforts and generosity.
Has your staff put together a one page piece on the event at this time? I will start at the top and work my way down and while I am not sure what my traveling condition will be at that time, I will also be either purchasing a pair of tickets or at the least making a \$100 contribution to ACTS.

Got it on the offer to cover costs to attend for a suitable celeb to host and will come back to you likely tomorrow sometime during the day, if you are available...

Gene Dries

Jux.ta.Promotion
Eugene A. (Gene) Dries Jr.
P.O. Box 120442 Nashville, TN 37212
615-406-8000 / juxtapromotion@comcast.net

-----Original Message-----

From: Philip San Filippo [mailto:psfilippo@las-cruces.org]
Sent: Monday, June 26, 2017 9:40 PM
To: Gene Dries <juxtapromotion@comcast.net>
Cc: Jennifer Bales <jbales@las-cruces.org>; Marci Dickerson <marci@dickersongroupplc.com>
Subject: Barbara's celebration

Gene,

I hope you are feeling better. Ok, it is now official. We will be honoring Mother Hubbard's 90th on July 27th at the Farm and Ranch Museum. Reception at 6:00 and dinner at 7:00. Tickets are \$50 per person or \$500 for a table of 10. All proceeds of the dinner and cash sponsorships shall go to Barbara Hubbard's ACTS (American Collegiate Talent Scholarships) program, a non-profit 501 c-3 who has given hundreds of scholarships for students who are striving to build a career onstage or behind the scenes.

We sincerely hope that some of those people who have worked with, or been mentored by Mother Hubbard will attend. There are a few names that I know would mean more to Barbara than anything else. Reba, Vince and George have a very strong relationship with Barbara; and it would be amazing if one of them could emcee. I know I'm reaching high;

but it Barbara's 90th. If necessary, we would cover transportation and accommodations. If we can't have them here, a video clip would certainly be nice. We will have an evite by tomorrow; and I would like your assistance coming up with an email list of Barbara's Nashville friends.

Please call me if you have any questions. Any chance of you and Elizabeth coming in?

Phil San Filippo
Economic Development Director
City of Las Cruces
Psfilippo@las-cruces.org
Sent from my iPad

This email has been checked for viruses by AVG.
<http://www.avg.com>

Anne M. Layne

From: Philip San Filippo
Date: Monday, July 31, 2017 3:07 PM
To: Jennifer Bales
Subject: RE: Invoice 2086 from Dickerson's Catering LLC

Thanks that works.

From: Jennifer Bales
Sent: Monday, July 31, 2017 3:05 PM
To: Philip San Filippo <psfilippo@las-cruces.org>
Subject: FW: Invoice 2086 from Dickerson's Catering LLC

She applied yours and Lou's payments to the balance.

I'm ok paying the remainder if you are

Jennifer Bales

Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Dickerson's Catering LLC [mailto:quickbooks@notification.intuit.com]
Sent: Monday, July 31, 2017 2:48 PM
To: Jennifer Bales <jbales@las-cruces.org>; Philip San Filippo <psfilippo@las-cruces.org>
Subject: Invoice 2086 from Dickerson's Catering LLC

 **Dickerson's Catering LLC**

INVOICE	DUE DATE	BALANCE DUE
2086	07/27/2017	\$2,266.13

[View invoice](#)

Dear CVB - Barbara Hubbard,

Here's your invoice! We appreciate your prompt payment.



ORIGINAL

Purchase Order

Fiscal Year 2018 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS
Purchase Order # 18201430

Fiscal Code C
 Revisions 000
 Fiscal Period 02
 Expiration Date

FEDERAL TAX I.D. 85-6000147
 NM CRS # 01-406383-00-2

OFFICE

P. O. BOX 20000
 ATTN: DISBURSEMENTS
 LAS CRUCES, NM 88004
 Phone: 575.541.2123
 FAX: 575.541.2356

VENDOR

DICKERSON'S CATERING LLC
 3920 W PICACHO
 LAS CRUCES NM 88007
 Phone: 575-644-0778

STREET

211 N WATER ST
 ATTN: CONVENTION AND VISITORS
 BUREAU
 LAS CRUCES, NM 88001
 Phone: 575.541.2444

Date Ordered	Date Required	Payment terms	Freight Method / Terms	Bid / RFP No.	Requisition Number
08/16/2017	08/17/2017		FOB DEST FFA/NET 30		18102266
Vendor Number	Vendor Fax Number	Vendor E-mail Address		Special instructions	
6050	682-422-3256	MARCIDICKERSON@AOL.COM		JENNIFER BALES	
Item#	Description/Part No.	Qty	UOM	Cost Each	Extended Price
	PLEASE REFERENCE THE PO# ON ALL INVOICES. FAILURE TO DO SO WILL RESULT IN DELAY OF PAYMENT. <i>PO Requisitioner Name: Veronica Quezada</i>				
1	MARKETING SUPPORT FOR CATERING SERVICES FOR BARBARA HUBBARD'S RECEPTION HELD ON JULY 27, 2017 AT THE FARM AND RANCH MUSEUM.	1	EACH	\$2,266.13	\$2,266.13
	23515001 - 721010 - 11460				2,266.13

IMPORTANT: Vendor agrees to accept City terms and conditions.

Deb Smith
 Deb Smith/Purchasing Manager

Phone (575) 541-2527
 FAX (575) 541-2515
 E-mail dsmith@las-cruces.org

Purchase Order Total
2,266.13

VENDOR COPY

**CITY OF LAS CRUCES (CITY) PURCHASE ORDER
TERMS AND CONDITIONS**

- 1. CONTRACT** The contract resulting from the acceptance of this order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.
- 2. DELIVERY SCHEDULE** Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by the City. The City will have no liability for payment of material, service or construction delivered to City which exceed purchase order requirements. The City may from time to time change delivery schedules or issue temporary suspension of scheduled material, service or construction.
- 3. EXCUSABLE DELAYS** Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to the City. Any delay due to default of subcontractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from any other source in time to meet scheduled deliveries.
- 4. CANCELLATION** The City reserves the right to cancel all or any part of the work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from City specifying such failure, or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by the City at its option, in whole or in part by delivery, or by e-mailing a written notice of termination whenever the City determines such termination is in its best interest. Upon termination under this paragraph, City shall pay to Seller the following amounts without duplication:

 - The purchase order price for all completed deliveries of materials, services or construction and not previously paid for.
 - The actual costs incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
- 5. INSPECTION** All material shall be received subject to City inspection and acceptance. Defective material or material not in accordance to City specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Any payment for material, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
- 6. SHIPPING & BILLING** Deliveries shall be shipped F.O.B. – Las Cruces, NM; Prepaid & Allowed. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified on the purchase order.

Seller shall properly mark each package with the City's order number including single shipments comprised of multiple packages. Purchase order, line item, and package numbers shall be shown on packing slips, bills of lading and invoices. Packages and invoices delivered without the purchase order number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.

Original bill of lading or other shipping receipt for each shipment shall be promptly forwarded by Seller attached to invoice.

Invoices shall be rendered in duplicate on day of shipment accompanied by bill of lading and sworn statement and waiver of lien if the order covers repairs and maintenance of premises. Payments made by voucher only. No drafts will be honored.
- 7. WARRANTY** Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by the City, and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all material covered by the order, which is the product of Seller or is in accordance with Seller's specifications, will be fit and sufficient for the purposes intended. Seller is responsible for including product warranty documentation with shipment.
- 8. REMEDIES** All remedies are herein reserved by the City and shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.
- 9. 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.

By acceptance of this purchase order, vendor acknowledges and agrees to these terms and conditions.

Dickerson's Catering LLC
PO Box 161
Fairacres, NM 88033
(575)649-1520
mistikastl@sbcglobal.net



Invoice 2086

18201430

BILL TO
CVB - Barbara Hubbard
Jen Bales

DATE
07/27/2017

PLEASE PAY
\$2,266.13

DUE DATE
07/27/2017

ACTIVITY	QTY	RATE	AMOUNT
Catering Dinner for Barbara Hubbard reception Salad Tri tip Chicken Green chile wild rice green beans dessert buffet	160	20.00	3,200.00T
Deposit Payment	1	-50.00	-50.00
Deposit ayment from Phil Sanfilippo city sponsorship	1	-500.00	-500.00
Deposit Payment from Lou Sisbarro	1	-600.00	-600.00T
		SUBTOTAL	2,050.00
		TAX (8.3125%)	216.13
		TOTAL	2,266.13

TOTAL DUE **\$2,266.13**

THANK YOU.

1 Veronica Oezge
2 shirley bales

Dickerson's Catering LLC
 PO Box 181
 Fairacres, NM 88033
 (575)649-1520
 mistikastl@sbcglobal.net



Invoice 2086

18201430

BILL TO
 CVB - Barbara Hubbard
 Jen Bales

DATE 07/27/2017	PLEASE PAY \$2,266.13	DUE DATE 07/27/2017
---------------------------	---------------------------------	-------------------------------

ACTIVITY	QTY	RATE	AMOUNT
Catering Dinner for Barbara Hubbard reception Salad Tri tip Chicken Green chile wild rice green beans dessert buffet	160	20.00	3,200.00T
Deposit Payment	1	-50.00	-50.00
Deposit Payment from Phil Santlippa city sponsorship	1	-500.00	-500.00
Deposit Payment from Lou Sisbarro	1	-600.00	-600.00T
SUBTOTAL			2,050.00
TAX (8.3125%)			216.13
TOTAL			2,266.13

TOTAL DUE \$2,266.13

THANK YOU.

1 Veronica Ortega
2 shift bases

RECEIVED

AUG 16 2017

ACCOUNTS PAYABLE

Inv# 2086 \$ 2,266.13
 DICKERSON'S CATERING LLC
 08/16/2017 # Pages 1 FP1 D0C69S725
 PO# 18201430

Beth Mohr

From: Janice Jones
Sent: Thursday, May 17, 2018 4:34 PM
To: Philip San Filippo
Cc: Stuart C. Ed
Subject: FW: City of Las Cruces - Outstanding Invoice
Attachments: City of Las Cruces.pdf; Re: Invoice

Good afternoon,

You asked me to hold onto this invoice Seeing this e-mail upon my return to the office was the first of it.

Please advise if you need assistance w/ this matter. Thank you.

Best regards,

Janice L. Jones

Office Manager Senior/Administration/City Manager's Office
Direct: 575-541-2076 Main: 575-541-2100, Fax: 575-541-2119, jjones@las-cruces.org



From: Philip San Filippo
Sent: Thursday, May 10, 2018 5:04 PM
To: Janice Jones <jjones@las-cruces.org>
Subject: FW: City of Las Cruces - Outstanding Invoice

Hold this invoice.

From: Stuart C. Ed
Sent: Thursday, May 10, 2018 3:33 PM
To: Philip San Filippo <psfilippo@las-cruces.org>
Cc: David Dollahon <ddollahon@las-cruces.org>; William Studer <wstuder@las-cruces.org>; Leeann DeMouche <ldemouche@las-cruces.org>; Barbara De Leon <bdeLeon@las-cruces.org>
Subject: FW: City of Las Cruces - Outstanding Invoice

For your action.

Let's discuss the account to pay this out of.

Stuart

From: Jeff Steinborn <jeff@nmwild.org>
Sent: Thursday, May 10, 2018 2:55 PM
To: Stuart C. Ed <sed@las-cruces.org>
Subject: Fw: City of Las Cruces - Outstanding Invoice

Hi Stuart, not sure who we should send this invoice to. Please let me know if you have any questions regarding the City's sponsorship of the Conference. Thanks again, we appreciate it!

Jeff



Jeff Steinborn
Southern New Mexico Director
New Mexico Wilderness Alliance
275 N. Downtown Mall
Las Cruces, NM 88001
575-635-5615
www.nmwild.org

From: Evan Gonzales
Sent: Thursday, May 10, 2018 2:44 PM
To: Grecia Nunez; Nathan Small; Jeff Steinborn
Subject: City of Las Cruces - Outstanding Invoice



Evan E. Gonzales
Office Manager
New Mexico Wilderness Alliance
142 Truman Street NE Ste. B1
Albuquerque, NM 87108
(505) 843-8696 ext. 0
www.nmwild.org



New Mexico Wilderness Alliance
142 Truman St NE #B-1
Albuquerque, NM 87108

Invoice

Date	Invoice #
5/1/2018	8092068

Bill To

City of Las Cruces
PO Box 20000
Las Cruces, NM 88004

P.O. No.	Terms	Due Date	Account #	
	Net 30	5/31/2018		
Description	Qty	Rate	Amount	
Outdoor Economics Conference Sponsorship		5,000.00	5,000.00	
		Total	\$5,000.00	
		Payments/Credits	\$0.00	
		Balance Due	\$5,000.00	

Beth Mohr

From: Philip San Filippo
Sent: Thursday, December 20, 2018 3:04 PM
To: Liz Vega
Subject: RE: Virgin Budget

Liz,

Good questions. It is likely that we would be doing a livestream. The real question is whether the Today Show will be broadcast live. IF they are here and broadcasting live, that will change most likely how we want to move forward. To answer your question, it depends. The monitors need to be high resolution since VG will be flying early in the morning. If the cost is outrageous; one option would be to use RGT. Depends on the cost.

-----Original Message-----

From: Liz Vega <elizabeth.vega@las-cruces.org>
Sent: Thursday, December 20, 2018 1:43 PM
To: Philip San Filippo <psfilippo@las-cruces.org>; Jen Bales <jbales@las-cruces.org>; Mandy Leatherwood Guss <mguss@las-cruces.org>
Subject: RE: Virgin Budget

Just a quick update that I talked to Kenny this morning and he is working on the sound/light budget; he is also inquiring about a video wall from a friend in El Paso. It's 24' x 35' I believe

Our other options for the live stream would be the video truck we use for CMF which are significantly smaller or the blowup screen from P&R which we wouldn't be able to see very well depending on the sun.

I also talked with Cruz about the Comcast thing vs. going with Verizon...do we know if we will be streaming from the TV stations or will VG allow us access to their stream?

Should have a good working budget by Wednesday next week.

Thanks,

Liz Vega
Event Manager/Visit Las Cruces/Economic Development Department
Direct: 575-541-2361 Main: 575-541-2444 Cell: 575-636-3732
336 S. Main Street, Las Cruces, NM 88001

-----Original Message-----

From: Philip San Filippo <psfilippo@las-cruces.org>
Sent: Tuesday, December 18, 2018 9:28 AM
To: Liz Vega <elizabeth.vega@las-cruces.org>; Jen Bales <jbales@las-cruces.org>; Mandy Leatherwood Guss <mguss@las-cruces.org>
Subject: RE: Virgin Budget

I would assume we would want to serve alcohol if we have enough notice. Also, that should cut the cost for us if Marcy does the alcohol.

-----Original Message-----

From: Liz Vega <elizabeth.vega@las-cruces.org>
Sent: Monday, December 17, 2018 11:00 AM
To: Philip San Filippo <psfilippo@las-cruces.org>; Jen Bales <jbales@las-cruces.org>; Mandy Leatherwood Guss <mguss@las-cruces.org>
Subject: RE: Virgin Budget

Working on the estimates now.

Are we talking fencing for alcohol service or just security?

Thanks,

Liz Vega
Event Manager/Visit Las Cruces/Economic Development Department
Direct: 575-541-2361 Main: 575-541-2444 Cell: 575-636-3732
336 S. Main Street, Las Cruces, NM 88001

-----Original Message-----

From: Philip San Filippo <psfilippo@las-cruces.org>
Sent: Saturday, December 15, 2018 5:57 PM
To: Jen Bales <jbales@las-cruces.org>; Mandy Leatherwood Guss <mguss@las-cruces.org>; Liz Vega <elizabeth.vega@las-cruces.org>
Subject: Virgin Budget

After the success of this week's success, it appears that we are on schedule for a Late February or March launch. As a result, I would like to start preparing a budget to be prepared. I realize Jen is on vacation this week; but I don't think I am asking anything that Liz can pull for me. I am trying to get a handle how much money I will have for entertainment

Mandy: I need Cruz or someone to check into the following:

1. Would Comcast consider being a sponsor of a Plaza Live Stream of the flight. We will need a strong internet signal and/or possibly cable. If not, what would the cost to have one-day of internet and cable at the plaza.

Liz: I need an estimate on the cost of fencing the plaza. I will need estimates on pot-o-potties, chairs and tables. Also, can you give me an estimate for how many people the plaza can hold if it is gated, we have a VIP area with tables. (I would guess about 200 VIPs) Liz, can you get an estimate from Kenny for sound. I'm looking at 3 nights of entertainment (including the symphony one night). There will be one day when we'll need sound for a live stream in the morning and then a concert in the evening.

Thanks so much.

Phil San Filippo
Director, Economic Development
Direct: (575) 541-2166
Cell: (575) 386-6246

Beth Mohr

From: Philip San Filippo
Sent: Thursday, September 15, 2016 2:46 PM
To: Veronica Quezada
Subject: Emailing - CVB Sponsorship Invoice.pdf
Attachments: CVB Sponsorship Invoice.pdf

EXHIBIT119



2017 LAS CRUCES INTERNATIONAL FILM FESTIVAL

**2017
CREATIVE
TEAM**

ROSS MARKS
EXECUTIVE
DIRECTOR
MARSHA SAN
FILIPPO
PRODUCER
MICHAEL EVANS
MARCOS
DIRECTOR
DAVE WITT
CREATIVE
DIRECTOR
MARCIA WEIST
SPONSORSHIP
DIRECTOR
ANITA GOINS
SPONSORSHIP
DIRECTOR
KATRINA
MARQUEZ
VOLUNTEER
DIRECTOR

**2017
ADVISORY
COMMITTEE**

FRED
FERNANDEZ
PRISCILLA
MORALES
BRIAN ESPINOSA
ELAINE SASNOW
RUSS SMITH
MARK MEDOFF

Invoice 1010

9.14.2016

Bill To	Reference	Submit payment to:
Phil San Fillipo Visit Las Cruces/CVB 211 N. Water St Las Cruces, NM 88001	Tourism Sponsorship	Las Cruces International Film Festival MSC 3 CMI PO Box 30001 Las Cruces, New Mexico 88033-3335

Quantity	Description	Unit Price	Total
1	Tourism Sponsorship 2017 LCIFF – March 8-12, 2017	\$10,000.00	\$10,000.00

Subtotal	\$10,000.00
Total Due By 9.30.2016	\$10,000.00
Thank you for your support!	

"The World through Imagination"

New Mexico State University MSC 3 CMI PO Box 30001 Las Cruces, NM 88003-3335 (575) 646-6139



City of Las Cruces
PEOPLE HELPING PEOPLE

P.O. Box 20000
Las Cruces, NM 88004
(505) 541-2000

Vendor Number: 1421
Check Date: 11/04/2016
Check Number: 00081794

\$10,000.00

Pay Ten Thousand DOLLARS and 00 cents *****

Pay To The Order Of

00081794

NMSU
DBA LAS CRUCES INTERNATIONAL FILM FESTI
MSC 3 CMI
PO BOX 30001
LAS CRUCES, NM 88003-3335

**FILE COPY
NON - NEGOTIABLE**

City of Las Cruces, New Mexico

Page Number: 1 Check Number: 00081794

Invoice Date	Invoice No.	Invoice Description	Gross Amt.	Discount	Tax	Net Amount
11/03/2016	1010	RESOLUTION R-16-123 TO APPROVE				10,000.00

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
1421	NMSU	00081794	11/04/2016	10,000.00

EXHIBIT 120



10/14/2016 08:45
vquezada

City of Las Cruces, NM
Purchase Order Receiving

PO Fiscal Yr 2017
Vendor Number 1421

PO Number 17201584
Vendor Name MNSD

Code: 48104

Lines Item Description Location Fully Invoiced \$
1 RESOLUTION R-16-123 TO APPROVE SPONSORSHIP MONIES AWARDED TO THE LAS
CRUCES INTERNATIONAL FILM FESTIVAL Feb 2016/2017 BASED ON TOURISM
EVENT

Quantity Ordered 0.00 Received To Date 1.00 Remaining .00
Received Quantity 0.00 Dollar Amount 1580.00 Date 10/14/16
Packing Slips 1016 By vquezada

Received Comments: INVOICE # 1016 TOURISM SPONSORSHIP MONIES AWARDED TO LAS CRUCES
INTERNATIONAL FILM FESTIVAL FOR UPCOMING EVENT ON MARCH 8-12 2017

** END OF REPORT - Generated by Veronica

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1 Yvonne Ortega
2 [Signature]
3 [Signature] (Luis S)

Check 81794 Date 11/3/16
Entered By [Signature]
Verified By [Signature]

Solomon 11/10/16



2017 LAS CRUCES INTERNATIONAL FILM FESTIVAL

2017 CREATIVE TEAM

ROSS MARKS

EXECUTIVE
DIRECTOR

MARSHA SAN
FILIPPO

PRODUCER

MICHAEL EVANS

MARCOM
DIRECTOR

DAVE WITT

CREATIVE
DIRECTOR

MARCIA WEIST

SPONSORSHIP
DIRECTOR

ANITA GOINS

SPONSORSHIP
DIRECTOR

KATRINA
MARQUEZ

VOLUNTEER
DIRECTOR

2017 ADVISORY COMMITTEE

FRED
FERNANDEZ

PRISCILLA
MORALES

BRIAN ESPINOSA

ELAINE SASNOW

RUSS SMITH

MARK MEDOFF



Bill To	Reference	Submit payment to:
Phil San Fillipo Visit Las Cruces/CVB 211 N. Water St Las Cruces, NM 88001	Tourism Sponsorship	Las Cruces International Film Festival MSC 3 CMI PO Box 30001 Las Cruces, New Mexico 88033-3335

Quantity	Description	Unit Price	Total
1	Tourism Sponsorship 2017 LCIFF – March 8-12, 2017	\$10,000.00	\$10,000.00

Subtotal	\$10,000.00
Total Due By 9.30.2016	\$10,000.00
Thank you for your support!	

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1 Virginia Arzate
2 [Signature]
3 [Signature]

Ref # 17101126
PO # 1201586

RESOLUTION NO. 16-123

A RESOLUTION ADOPTING THE LAS CRUCES CONVENTION AND VISITORS BUREAU EVENT SPONSORSHIP POLICY.

The City Council is informed that:

WHEREAS, the City of Las Cruces (City) Convention and Visitors Bureau (CVB) is asked to sponsor numerous community events on an annual basis, the majority of which are coordinated by outside private partners; and

WHEREAS, the City and the CVB has deemed it necessary to enact a set of guidelines in order to handle sponsorships of outside events in a fair and coherent manner; and

WHEREAS, the City Council gave recommendations for a CVB event sponsorship policy at two work sessions, directing staff to develop a document with increasing hotel room nights in mind; and

WHEREAS, CVB staff with approval of the CVB Advisory Board drafted the event sponsorship policy; and

WHEREAS, a maximum amount of \$15,000.00 has been set aside in FY2016 for disbursement to approved, qualifying events fitting the CVB's event sponsorship policy.

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

(I)

THAT the City of Las Cruces CVB Sponsorship Policy, as shown in Exhibit "A", attached hereto and made part of this Resolution, is hereby adopted.

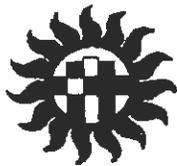
(II)

THAT City staff is hereby authorized to do all deeds necessary in the

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City of Las Cruces[®]

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COUNCIL ACTION AND EXECUTIVE SUMMARY PACKET ROUTING SLIP

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of December 7, 2015
(Adoption Date)

TITLE: **A RESOLUTION ADOPTING THE LAS CRUCES CONVENTION AND VISITORS BUREAU EVENT SPONSORSHIP POLICY.**

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

DEPARTMENT	SIGNATURE	PHONE NO.	DATE
Drafter/Staff Contact	<i>Luis Balles</i>	541-2258	11/20/15
Department Director	<i>Alvin G. ...</i>	X-3060	11/20/2015
Management & Budget Manager	<i>[Signature]</i>	X-2106	11/25/15
Assistant City Manager/CAO	<i>[Signature]</i>	X-2078	11/25/15
Assistant City Manager/COO	<i>[Signature]</i>		11/25/15
City Attorney	<i>[Signature]</i>	EXT 2128	30 NOV 2015
City Clerk - Interim	<i>[Signature]</i>	X-2115	12-1-15

Rev. 8/2011

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City of Las Cruces – Proposed Sponsorship Policy

- The proposed event or activity fits into the overall branding the CVB is using for attracting visitors and reflects well on the city.
- The event or activity has the potential to bring to Las Cruces at least 150 room nights that can directly be attributed to the event.
- The event is for the betterment of the hospitality and tourism industry.

Tier 3 Sponsorship: A Tier 3 sponsorship will be considered for up to \$2,000 if the following criteria are met:

A strategic plan is presented at the time of the sponsorship application. No event shall be considered for a Tier 3 sponsorship unless there is a minimum window of at least 90 days prior to the proposed event. The proposal should include a marketing plan with a detailed section on how this event will be marketed to visitors; an overall budget, implementation strategy, and plans for securing appropriate permits.

- The proposed event or activity fits into the overall branding the CVB is using for attracting visitors and reflects well on the city.
- The event or activity has the potential to bring to Las Cruces at least 100 room nights that can directly be attributed to the event.
- The event is for the betterment of the hospitality and tourism industry.

Tier 4 Sponsorship: Tier 4 sponsorships are existing events and activities that take place in our community; and CVB's participation provides an opportunity to nurture and support those that have supported or are important to the CVB and the hospitality and tourism industry. Tier 4 sponsorships will not exceed \$1,000. No event shall be considered for a Tier 4 sponsorship unless there is a minimum window of at least 60 days prior to the proposed event.

Special Sponsorship: Occasionally an opportunity comes along to host a major event or activity. The cost may be higher than a Tier 1 sponsorship; but the cost-benefit far exceeds our normal parameters. Examples of a Special Sponsorship are the WAC tournament or the Biggest Loser. These are viewed on a case-by-case basis and a determination is made depending on the overall benefit and its direct impact to Las Cruces tourism.

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OCT 20 2016
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City of Las Cruces – Proposed Sponsorship Policy

Convention and Visitors Bureau (CVB) Sponsorships

The CVB is funded solely on Lodger's Tax collections. The sales activities and events must be focused on bringing overnight visitors to Las Cruces. The number of requests for funding support have increased substantially over the past several years. As much as the CVB would like to help and support all of these worthwhile programs and events, the CVB must be selective and support only those events that have the propensity to bring in overnight guests and reflect positively on our community.

Section 3-38-21 of the New Mexico Lodgers' Tax Act, relating to the Lodger's Tax (currently 5%), which defines eligible use of Lodger's Tax proceeds, states in part:

"A municipality or county imposing an occupancy tax may use the proceeds from the tax to defray costs of advertising, publicizing and promoting tourist-related attractions, facilities and events of the municipality or county and tourist facilities or attractions within the area."

CVB staff will screen all eligible applications of tourism-related sponsorships and present recommendations for funding to its Advisory Board that has been appointed by the Mayor.

Lodger's Tax Criteria

Tier 1 Sponsorship: A Tier 1 sponsorship will be considered for up to \$6,000 if the following criteria are met:

A strategic plan is presented at the time of the sponsorship application. No event shall be considered for a Tier 1 sponsorship unless there is a minimum window of at least 150 days prior to the proposed event. The proposal should include a marketing plan with a detailed section on how this event will be marketed to visitors; an overall budget, implementation strategy, and plans for securing appropriate permits.

- The proposed event or activity must fit into the overall branding the CVB is using for attracting visitors to Las Cruces and must reflect positively on the city.
- The event or activity must have the potential to bring to Las Cruces at least 300 room nights that can be directly attributed to the event.

The proposed event or activity should be somewhat unique. The CVB is not interested in supporting events that are similar to events that can be found in every other city.

The event is for the betterment of the hospitality and tourism industry.

Tier 2 Sponsorship: A Tier 2 sponsorship will be considered for up to \$4,000 if the following criteria are met:

A strategic plan is presented at the time of the sponsorship application. No event shall be considered for a Tier 2 sponsorship unless there is a minimum window of at least 120 days prior to the proposed event. The proposal should include a marketing plan with a detailed section on how this event will be marketed to visitors; an overall budget, implementation strategy, and plans for securing appropriate permits.

City of Las Cruces – Proposed Sponsorship Policy

- Improve or enhance the quality of life for the citizens of Las Cruces.
- Creates direct economic impact to the City.

The stated event objective will determine the source of funds received. Funds for tourism-related requests will be funded from Lodger's Tax revenues. Quality of life or economic impact sponsorships are funded from General Fund revenues.

Budgetary Limitations

Any consideration for sponsorships is predicated on budgetary limitations. General Funds and Lodger's Tax funds are limited. It is essential that prior to making any awards, the appropriate department making the award has the necessary funding to carry out its main mission and objectives. Therefore, the amount set for sponsorships will vary from year-to-year. Once the budgetary limits are depleted, no additional requests will be considered.

Application for Sponsorship Requests

Applications will be made twice each year for all sponsorship requests. The first submission deadline is July 15th and the second is December 15th. Applications for tourism-related sponsorships should be sent to the Convention and Visitors Bureau (CVB); while economic impact and quality of life sponsorship applications should be sent to the Office of the City Manager. All applicants shall be notified within thirty (30) days whether or not their program or event has been accepted for funding. Applicants may be called upon to make a formal presentation. Each group or organization making a request for submission will be required to submit a completed application, event budget, as well as plans for permitting and marketing. The request for sponsorship will be ineligible for funding if any section of the application or process is incomplete.

Applicants may only apply for funds for one category during any funding cycle. For example, if an organization receives City sponsorship funds in a funding cycle for a quality of life project; the same event is not eligible to apply for an economic impact or tourism sponsorship during the same period.

To be considered for funding from the CVB through its Lodger's Tax collections, one must clearly demonstrate that the event will attract overnight visitors to Las Cruces and positively impact the local economy. Consideration for sponsorship funding for either quality of life or economic impact events or activities from the General Fund; the applicant must demonstrate that the event will clearly enhance the quality of life for its citizens or will enhance the economic impact of the city. All City-sponsored events receiving General Fund revenues must be open and available to all citizens of Las Cruces.

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City of Las Cruces – CVB Sponsor Policy

EXHIBIT "A"

Introduction

The City of Las Cruces (City) is frequently called upon to contribute to various worthwhile causes or events. However, under the Anti-Donation Article of the New Mexico State Constitution, municipalities are prohibited from making contributions or donations to the benefit of outside entities without receiving something in return to the City. There may be instances when the City is called upon to support a specific event or activity where equal or greater value is derived for its investment. In these cases, depending on budgetary limitations, the City may choose at its discretion to sponsor a specific event or activity. It is incumbent on the City to clearly define a fair and equitable sponsorship program where qualified events and activities may be supported. As a result, the City Manager set up a Task Force to review sponsorship policy.

Sponsorship Task force

Rusty Babington	Jennifer Bales	Rob Caldwell	Monica Campbell
David Dollahan	Barbara DeLeon	Chris Faivre	Andy Hume
Phil San Filippo			

Scope of Policy

The City recognizes two types of events. City-run events are those that are initiated, planned, organized, and funded by any City department(s). These events are covered in City Manager Policy (CMP) #2.1 "Sponsorship of City Programs and Initiatives".

City-sponsored events are those initiated and operated by organizations, groups and individuals outside of the City's organizational structure. This policy only covers City-sponsored events.

Overview

The number of sponsorships and amount of funding are restricted and may vary from year-to-year depending on budgetary limitations. City sponsorships shall not be considered as long-term commitments in order to encourage independent viability of events as well as support new initiatives. An organization can apply for funds for up to four consecutive years; however there are no guarantees that a sponsorship will be carried over from one year to another. Sponsorships that continue beyond one year should normally expect a 25% decrease in funding each year. An exception may be made if the event organizer can clearly demonstrate through measurable results that the event or activity is substantially increasing its return on the City's investment.

Sponsorships may include in-kind services, direct cash payment, or a combination of both. Due to New Mexico anti-donation restrictions, outright gifts or payments are prohibited. There must be a clear value received for any sponsorship from the City. For example, groups or individuals coordinating and executing a public event or activity shall accomplish at least one of the following objectives:

- Promote tourism by bringing in overnight guests to our hotels or RV parks.

ACCOUNTS PAYABLE

MAY 20 2016

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accomplishment of the herein above.

DONE AND APPROVED this 7 day of December, 2015.

APPROVED:



Mayor

ATTEST:



City Clerk *Interim*

(SEAL)

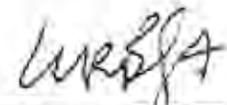
Moved by: Sorg

Seconded by: Smith

VOTE:

Mayor Miyagishima:	<u>Aye</u>
Councillor Gandara:	<u>Aye</u>
Councillor Smith:	<u>Aye</u>
Councillor Pedroza:	<u>Aye</u>
Councillor Eakman:	<u>Aye</u>
Councillor Sorg:	<u>Aye</u>
Councillor Levatino:	<u>Aye</u>

APPROVED AS TO FORM.



City Attorney

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Council Action and Executive Summary

Item # 15 Ordinance/Resolution# 16-123

For Meeting of _____
(Ordinance First Reading Date)

For Meeting of December 7, 2015
(Adoption Date)

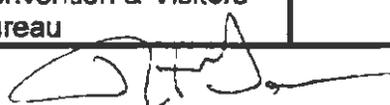
Please check box that applies to this item:

QUASI JUDICIAL LEGISLATIVE ADMINISTRATIVE

TITLE: A RESOLUTION ADOPTING THE LAS CRUCES CONVENTION AND VISITORS BUREAU EVENT SPONSORSHIP POLICY.

PURPOSE(S) OF ACTION:

Adopt Convention and Visitors Bureau (CVB) event sponsorship policy.

COUNCIL DISTRICT: ALL		
<u>Drafter/Staff Contact:</u> Jennifer Bales	<u>Department/Section:</u> Community and Cultural Services/ Convention & Visitors Bureau	<u>Phone:</u> 541-2258
<u>City Manager Signature:</u>		

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

As previously presented at the August 10 and October 12, 2015 City Council work sessions, recommendations were given for a policy on City sponsorships of community events. At that time, it was determined that the CVB should proceed with developing a sponsorship program for tourist-related events.

Staff developed the draft sponsorship policy that is attached to the proposed resolution with criteria based on number of room nights generated from each proposed event. The draft policy was reviewed and recommended by the CVB Advisory Board at their meeting of September 24, 2015, by a 4 - 0 vote.

If approved by this Resolution, any requests for funding will be reviewed by CVB and will make recommendations to the CVB Advisory Board for final approval and awarding of funding. As is proposed for FY2016 and subject to approved budget appropriations in subsequent fiscal years, a maximum of \$15,000.00 will be budgeted and available for disbursement to approved, qualifying events.

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 OCT 20 2015
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SUPPORT INFORMATION:

1. Resolution.
2. Exhibit "A", CVB Event Sponsorship Policy.

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	2710- 27205020- 722241- CVB02	\$15,000.00	\$51,033.00	\$36,033.00	Other outside purchased services

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will establish the event sponsorship policy for the CVB.
2. Vote "No"; this will not establish the event sponsorship policy for the CVB.
3. Vote to "Amend"; this would require City Council to provide direction on amending the event sponsorship policy for the CVB.
4. Vote to "Table"; this would require City Council direction to staff on how to proceed.

REFERENCE INFORMATION:

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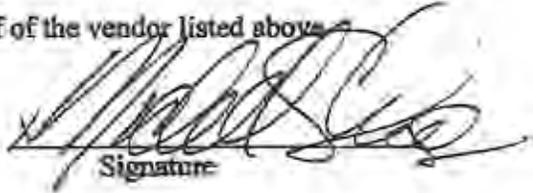
(Continue on additional sheets as required)

RECEIPT

I hereby acknowledge receipt for the City of Las Cruces Check No. 81794
Payable to NMSU-FC International Film Festival in the amount of
\$ 10,000.00. This receipt is required when checks are not mailed by the
City's Finance Division.

I am authorized to accept the above check on behalf of the vendor listed above.

x MICHAEL EVANS
Printed name

x 
Signature

x 11-10-16
Date

Viola Perea

From: City of Las Cruces PIO <pio@las-cruces.org>
Sent: Wednesday, January 16, 2019 3:51 PM
Subject: 2019 Blizzard Blast Event
Attachments: Lumber Jack.jpg

Good afternoon,

The City Manager's Office has purchased a table for the 2019 Blizzard Blast benefitting Revolution 120. The event is this Friday, January 18, 2019 at 6 p.m. at the NM Farm & Ranch. We have 8 seats available if anyone wants to attend, please call Annette at x2076. It will be on a first come first serve basis.

Thank you,

Annette Granado

Office Manager Senior/Administration/City Manager's Office

Direct: 575-541-2076 Main: 575-541-2100, Fax: 575-541-2077, aganado@las-cruces.org



EXHIBIT 121

BLIZZARD BEAST 2019

Lumberjack Bash

JANUARY 18, 2019

**OUTDOOR COURTYARD AT
NM FARM AND RANCH @ 6:00PM**

Join us as the snowy mountains drift into Las Cruces.
Wear your winter coats & favorite lumberjack gear as we enjoy an icy paradise.

FEATURING:

• RED CARPET • PHOTOS • FIRE PITS • ICE LUGE • GREAT FOOD
6 DIFFERENT DRINK STATIONS

ENTERTAINMENT BY:
TRIPLE JACK & GHETTO BLASTER

BENEFITING



Revolution20

\$100

per person

\$900

for a reserved table of 10



\$2,500 VIP PACKAGE

Includes 10 tickets, reserved table, cocktails all evening hosted by Marci.
Includes a chauffeured van to pick you and your guests
up and take you back home after.

TO PURCHASE TICKETS: TEXT 644-0778



CHANGING THE
WAY LAS CRUCES
GIVES

Revolution 120



WHO WE ARE

EXHIBIT 122



REVOLUTIONARY CONCEPT INTENDED TO CHANGE THE WAY LAS CRUCES GIVES.

A group of community leaders and local business professionals led by restaurant owner and caterer
Marci Dickerson
have announced the formation of Revolution-120, a Las Cruces 501(c)3 not-for-profit corporation
specifically created to provide financial support in the form of goods and services to individuals
and small groups.

IN ADDITION TO MARCI DICKERSON, REVOLUTION-
120'S FOUNDING BOARD MEMBERS ARE:



MARCI DICKERSON

Owner of the Dickerson Group



JENNIFER BALES

*Executive Director of the Las
Cruces Convention and Visitors
Bureau*



WANDA BOWMAN

Ashley Furniture Homestores



SUMER ROSE-NOLEN

SRN Financial Services, LLC



JAZMINE RUBIO

*Founder of Jazmine Rubio
Photography*



CINDY TORRES

*Vice President of Torres Welding
& Picacho West Storage*



MARCIA WEIST

Community Activist

“When we looked at the many good causes that are supported by the Las Cruces business community it became clear that more needed to be done,” said Dickerson. “While all local charities do good work, too much money goes to administrative expenses and professional staffing. As Revolution-120, we will raise funds and redistribute 100% of everything we raise to qualified individuals and small groups. And by providing purchased goods and services to those in need, we really will change the way Las Cruces gives.”

According to Dickerson, Revolution-120 will have no paid staff and will fund itself through an annual golf tournament and other fundraising events. Individuals and small groups seeking financial assistance will be directed to complete an online application that will subsequently be reviewed by a decision-making committee drawn from the group’s board of directors.

[Read More](#)

Want to work with us?

See Our Contributions



Marci Dickerson

Owner of the Dickerson Group

Las Cruces native Marci Dickerson, owner of the Dickerson Group which encompasses Dickerson's Catering, The Game, The Game Extra Innings, Dickerson Event Management and SSI (Sport Skills Institute). Marci received her MBA from NMSU and is the proud mother of two sons' Saxon and Weston. The Dickerson Group has been an active supporter of many local charities. Marci founded Revolution 120, a different type of charity to meet many of the needs in the Las Cruces area that were not being met. "Our goal is to change the way Las Cruces gives and to utilize 100 percent of those gifts to make a profound impact on the lives of the people we give to." "We created the pay it forward as a way to insure these charitable gifts would have a far greater impact and to help create a culture of serving others in our community."

Thank You
Marci Dickerson
575-644-0778

Bylaws



Jennifer Bales

Executive Director of the Las Cruces Convention and Visitors Bureau

Jennifer Bales was born and raised in Scottsdale, AZ and lived many years in Los Angeles, CA before making Las Cruces her home in 2006. She started her career with the City of Las Cruces in 2007. In 2017 she was promoted to Executive Director of the Las Cruces Convention & Visitors Bureau / Visit Las Cruces as well as the Rio Grande Theater. She has over 20 years of experience in hospitality & tourism, and event planning. She has a 6 year old daughter and a husband of 12 years.

Bylaws



Wanda Bowman

Ashley Furniture Homestores

Bylaws



Sumer Rose-Nolen

SRN Financial Services, LLC

Sumer Rose-Nolen is a Financial Services Professional who focuses on working with affluent business owners, physicians and independent professionals on retirement planning, tax mitigation, estate and advanced business planning.

Sumer is proud to be a Registered Representative with NYLIFE Securities and an Agent of New York Life Insurance Company. A financial professional, Sumer provides clients with an integrated financial and insurance strategy focused on maximizing value over the course of their lifetime. Sumer enjoys helping clients meet their financial goals.

Sumer has been recognized to New York Life's 2016 and 2017 Executive Council, which is an annual recognition of progress based on production. Sumer is a member of NAIFA, the National Association of Insurance and Financial Advisors. As such, she demonstrates exceptional professional knowledge, strict ethical conduct and outstanding client service. She is the Vice President for the Southern New Mexico Estate Planning Council, and works closely with other professionals in our area to best serve mutual clients and their varying needs.

Sumer is an active member of Las Cruces and takes pleasure in her volunteer and philanthropic work. Her goal is to have a positive impact on our community and its members. As Chair for the Las Cruces Young Professionals she organizes networking and education events to encourage business and professional development in our area. And through Revolution 120, Sumer works to help those experiencing immediate need through the gifting of goods and services.

Sumer was born in Gulfport, MS but has called Las Cruces home since 2005. Sumer is a graduate of The University of Mississippi with a degree in Journalism. She is married to Michael and is the proud mother to

Bylaws

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Jazmine Rubio

Founder of Jazmine Rubio Photography

Jazmine Rubio is the founder of Jazmine Rubio Photography, a romantic-bohemian lifestyle photography company. She focuses in the engagement, wedding, and family portrait markets. She concentrates on helping her clients achieve their personal vision for their experience and values their intentions and ambitions.

Jazmine Rubio Photography was recently voted "Best Photography" at the 2016 Las Cruces Sun-News Reader's Choice Awards as well as featured in Junebug Weddings and Rocky Mountain Bride, two popular online wedding magazine sites.

Jazmine was born and raised in Las Cruces and began her photography business in 2014. She and Tyler Rose are the very happy parents of Oliver, an entertaining 3-year-old.

Bylaws

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Cindy Torres

Vice President of Torres Welding & Picacho West Storage

Cindy was born in 1958 in Deming, NM. & lived in Phoenix, AZ at the age of 12 moved to Las Cruces, NM and later met her husband of 41 years Sammy Torres. Cindy graduated from Mayfield High School in 1976. She is on the Advisory Board for First American Bank now serving her 4th year on the board.

Cindy has been a member of The Las Cruces Home Builders since 1983 and has served on the Executive Board as Vice President on two terms & 9 different years on the board of directors. She received the Presidential award, the associate's award & committee chair award. She is also a member of The Las Cruces Chamber of Commerce & the Hispano Chamber. She loves being a part of the community & is active on several committees & loves helping & making things happen for our community & our industry. She has worked with and served on boards for nonprofit organizations benefiting different organizations.

In 1983, Cindy & her husband Sammy started Torres Welding, Inc. and are currently celebrating their 34th year of business. She feels very fortunate to be in business in this community & loves working with their customers & helping them create & fabricate what they can imagine! They are known for their iron work of entrada doors, gates, stair cases, spiral staircases, the ornate part of our welding. They also erect metal buildings and general fabrication, which makes her company more diversified. One of the projects she is most proud of is the fabrication of the St. Genevieve's monument that they donated to the City of Las Cruces & then replicated an additional smaller version to the actual church at St. Genevieve's & was also donated to the church. She feels very proud to be able to work side by side with her husband who is the only partner she will ever have.

In 2002 Cindy & Her husband Sammy opened Picacho West Mini & RV

Storage which considers it to be a great asset to her & her husband. She loves both of her business's & is truly blessed & fortunate to have experienced both business s & is very proud of them!

In 1981 Sammy & Cindy became the proud parents of their Sons Steven now 36, he has graduated from NMSU with a Master's degree in Mechanical Engineering and is pursuing his career as an Engineer at NASA: White Sands Test Facility. In 1986 Anthony was born now 31, he has his Doctorates in Structural Engineering from UNM & is pursuing his career at Texas State University where he is a professor of engineering and does research & teaches at San Marcos, Texas as Dr. Anthony Torres!

The best part of being in this industry & community is doing business with people that know us for what we do best & that's quality & excellence!

Cindy Torres, Vice President
Torres Welding, Inc.
Plecho West Mini & RV Storage

Bylaws



ABOUT REVOLUTION 120

HOME / PAGES / ABOUT REVOLUTION 120

WHO WE ARE

Revolutionary Concept Intended to Change the Way Las Cruces Gives.
A group of community leaders and local business professionals led by restaurant owner and caterer Marci Dickerson have announced the formation of Revolution-120, a Las Cruces 501(c)(3) not-for-profit corporation specifically created to provide financial support in the form of goods and services to individuals and small groups. In addition to Dickerson, Revolution-120's founding board members are:

- Sumer Rose-Nolen, financial services professional with Crown Wealth Strategies
- Jennifer Bales, executive director of the Las Cruces Convention and Visitors Bureau
- Rynni Henderson, president of the Las Cruces Sun News, Deming Headlight, and Silver City Sun-News
- Cindy Torres, vice president of Torres Welding
- Marcia Weist, community activist
- Jasmine Rubio, owner of Jasmine Rubio Photography
- Legal counsel for R120 – Karen Wooten

“When we looked at the many good causes that are supported by the Las Cruces business community it became clear that more needed to be done,” said Dickerson. “While all local charities do good work, too much money goes to administrative expenses and professional staffing. As Revolution-120, we will raise funds and redistribute 100% of everything we raise to qualified individuals and small groups. And by providing purchased goods and services to those in need, we really will change the way Las Cruces gives.”

According to Dickerson, Revolution-120 will have no paid staff and will fund itself through an annual golf tournament and other fundraising events. Individuals and small groups seeking financial assistance will be directed to complete an online



About Revolution 120 – Revolution120

application that will subsequently be reviewed by a decision-making committee drawn from the group's board of directors.

"By providing purchased goods and services to those in need we eliminate complications from giving cash," said Rose-Nolen. "For example, if you run a nonprofit organization and your van needs a new transmission but there are no immediate funds available, send in an application and, if approved, we'll pay for the services the van requires. Or, if your home burns down and you didn't have insurance, send in an application and, if approved, we will assist you to obtain the items you need while you're getting back on your feet."

Two unique components of Revolution-120's business model are that all funds raised will be re-distributed within a fiscal year and that the recipients of the group's support will be required to engage in a "pay it forward" activity intended to benefit other individuals and the community as a whole.

"It's very simple but we think it's very powerful," said Hoffman. "As part of the financial assistance process, an applicant must demonstrate that a deed of good service for another person or group has been completed. In doing so, the beneficiary of R-120's assistance repays it to others instead of to the original benefactor and the entire community wins."

The group is also asking local organizations, facilities, and non-profits to submit "Pay-It-Forward Projects" in order to create a list of tasks from which applicants can select their project. Applicants are also encouraged to come up with their own acts of kindness if they are aware of someone who would benefit from such a gesture. Revolution-120 will launch its fundraising efforts with a golf tournament on October 6th at Red Hawk Golf Course. Plans are also underway to hold a "50/50 Beauty Pageant" on November 11th at The New Mexico Farm and Ranch Museum. Additional fundraisers are planned for spring 2018.

The actual giving process will not launch until spring, 2018.

For additional information on participating in the fundraising events, contact Marci Dickerson directly at 575-644-0778 or visit the Revolution-120 web site at www.Revolution120.org.

Thank You

Marci Dickerson

575-644-0778



Revolution120

changing the Way Las Cruces Gr

Revolution 120

@Revolution120LC

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Las Cruces Fire Department · Eric Enriquez and 2 others

January 23

Fire Chief Enriquez would like to thank the board members of Revolution 120 for recognizing and understanding the importance of LCFD's Mobile Integrated Healthcare program (MIH) and their clients. To assist these clients with needs that go beyond medical and health issues. We look forward to a long lasting partnership in helping our community

5

EXHIBIT 123

Vendor 9213



Invoice #: 0143
Invoice Date: Jan 14, 2019
Due date: Jan 14, 2019

Revolution 120 INC

PO Box 309
Fairacres, NM 88033
United States

Tax ID: 85-2514071

Phone: 575-644-0778
revolution120LC@gmail.com
<http://revolution120.org/>

Amount due:
\$900.00

Bill To:

City of Las Cruces
Stuart Ed

sed@las-cruces.org

Description

Lumberjack Bash
Table

Quantity	Price	Amount
1	\$900.00	\$900.00
	Subtotal	\$900.00
	Total	\$900.00 USD



ORIGINAL

Purchase Order

Fiscal Year 2019 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS

Purchase Order # **19203726**

FEDERAL TAX I.D. 85-6000147
NM CRS # 01-406383-00-2

P. O. BOX 20000
ATTN: DISBURSEMENTS
LAS CRUCES, NM 88004
Phone: 575.541.2106
FAX: 575.541.2356

Fiscal Code C
Revisions 001
Fiscal Period 07
Expiration Date

BILL TO

REVOLUTION 120
PO BOX 457
LAS CRUCES NM 88004
Phone: 575-644-0778

SHIP TO

700 N. MAIN ST.
ATTN: CITY MANAGER
ADMINISTRATION DEPARTMENT
LAS CRUCES, NM 88001
Phone: 575.541.2076

Date Ordered	Date Required	Payment terms	Freight Method / Terms	Bid / RFP No.	Requisition Number
01/16/2019			FOB DEST FFA /NET 30		19106398
Vendor Number	Vendor Fax Number	Vendor E-mail Address		Special Instructions	
9590	682-422-3256	MARCIDICKERSON@AOL.COM		575-541-2100 PAM MARSHALL	
Item#	Description/Part No.	Qty	UOM	Cost Each	Extended Price
	PLEASE REFERENCE THE PO# ON ALL INVOICES. FAILURE TO DO SO WILL RESULT IN DELAY OF PAYMENT. <i>PO Requisitioner Name: Pam Marshall</i>				
1	SPONSORSHIP OF TABLE FOR LUMBERJACK BASH	1	EACH	\$900.00	\$900.00
	1.16.19 SPONSORSHIP OF LOCAL EVENT. PM				
	13000000 - 721080				900.00

IMPORTANT: Vendor agrees to accept City terms and conditions.

Deb Smith
Deb Smith/Purchasing Manager

Phone (575) 541-2527
FAX (575) 541-2515
E-mail dsmith@las-cruces.org

Purchase Order Total

900.00

VENDOR COPY

**CITY OF LAS CRUCES (CITY) PURCHASE ORDER
TERMS AND CONDITIONS**

1. **CONTRACT** The contract resulting from the acceptance of this order is to be construed according to the laws of the State of New Mexico. This contract is non-assignable by Seller.
2. **DELIVERY SCHEDULE** Deliveries are to be made both in quantities of finished goods, service or construction and at times specified by the City. The City will have no liability for payment of material, service or construction delivered to City which exceed purchase order requirements. The City may from time to time change delivery schedules or issue temporary suspension of scheduled material, service or construction.
3. **EXCUSABLE DELAYS** Except with respect to defaults of subcontractors, Seller shall not be liable for delays or defaults in deliveries due to causes beyond its control and without its fault or negligence. Written notice setting forth the cause for any anticipated delay will be given immediately to the City. Any delay due to default of subcontractor will be excusable if beyond the control and without the fault or negligence of both the Seller and subcontractor and if Seller established that it could not obtain supplies or services from any other source in time to meet scheduled deliveries.
4. **CANCELLATION** The City reserves the right to cancel all or any part of the work covered by this purchase order if Seller does not make deliveries as specified or so fails to make progress as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from City specifying such failure, or if Seller breaches any of the terms hereof.

Additionally, performance of work under this purchase order may be terminated by the City at its option, in whole or in part by delivery, or by e-mailing a written notice of termination whenever the City determines such termination is in its best interest. Upon termination under this paragraph, City shall pay to Seller the following amounts without duplication:
 - The purchase order price for all completed deliveries of materials, services or construction and not previously paid for.
 - The actual costs incurred by Seller in accordance to this purchase order to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of this purchase order. Payments shall not exceed the aggregate price specified in this purchase order, less payments otherwise made or to be made.
5. **INSPECTION** All material shall be received subject to City inspection and acceptance. Defective material or material not in accordance to City specifications will be held for Seller's instruction and at Seller's risk and, if Seller so directs, will be returned at Seller's expense. Any payment for material, service or construction on this order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.
6. **SHIPPING & BILLING** Deliveries shall be shipped F.O.B. - Las Cruces, NM; Prepaid & Allowed. All deliveries shall be suitably packed, marked and shipped in accordance with the requirements of common carriers in a manner to secure lowest transportation cost and without additional charges unless otherwise specified on the purchase order.

Seller shall properly mark each package with the City's order number including single shipments comprised of multiple packages. Purchase order, line item, and package numbers shall be shown on packing slips, bills of lading and invoices. Packages and invoices delivered without the purchase order number shall be rejected and returned to Seller at Seller's expense. Packing slips must accompany each shipment.

Original bill of lading or other shipping receipt for each shipment shall be promptly forwarded by Seller attached to invoice.

Invoices shall be rendered in duplicate on day of shipment accompanied by bill of lading and sworn statement and waiver of lien if the order covers repairs and maintenance of premises. Payments made by voucher only. No drafts will be honored.
7. **WARRANTY** Seller expressly warrants that all the material and work covered by this order will conform to the specifications, drawings, samples or other description furnished or specified by the City, and will be merchantable, of good material and workmanship and free from defect. Seller expressly warrants that all material covered by the order, which is the product of Seller or is in accordance with Seller's specifications, will be fit and sufficient for the purposes intended. Seller is responsible for including product warranty documentation with shipment.
8. **REMEDIES** All remedies are herein reserved by the City and shall be cumulative and in addition to any further remedies provided in law or equity. No waiver of a breach of any provision of this contract shall constitute a waiver of any other breach or of such provision.
9. **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.

By acceptance of this purchase order, vendor acknowledges and agrees to these terms and conditions.



City of Las Cruces

CMP #2.3

Effective Date: 6/1/12

Subject: Fraud Policy

PURPOSE:

This policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against the City of Las Cruces (City). It is the intent of the City to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

POLICY:

This policy applies to any irregularity, or suspected irregularity, involving employecs and employees with relationships with consultants, vendors, contractors, and/or any other parties in a business relationship with the City.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship with the City.

This is a zero tolerance policy.

PROCEDURE:

All City employees are responsible for the detection, prevention, and reporting of fraud, misappropriation of resources, and other irregularities. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to his or her detriment. Occupational fraud is defined as the use of one's occupation for personal enrichment through the deliberate misuse of misapplication of the employing organization's resources or assets. Division Directors will be familiar with the types of improprieties that might occur within his or her area of responsibility, and be alert for any indication of irregularity.

EXAMPLES OF FRAUD & OCCUPATIONAL FRAUD:

The terms embezzlement, misappropriation, and other fiscal irregularities refer to, but are not limited to:

- Any fraudulent act

EXHIBIT 124

- Misappropriation of funds, securities, supplies, or other assets.
- Forgery or alteration of any document or account belonging to the City.
- Impropriety in the handling or reporting of money or financial transactions.
- Obtaining a financial or personal benefit as a result of knowledge of City activities.
- Disclosing confidential information to outside parties.
- Disclosing to other person's securities activities engaged in or contemplated by the City.
- Embezzlement
- Accepting or seeking either monetary value or a personal benefit (including benefit to a household or immediate family member) from contractors, vendors, or persons providing services/materials to the City where the intent or perception is to influence either party.
- Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment; and or
- Any similar or related irregularity.

If there is any question as to whether an action constitutes fraud, contact the Internal Audit Office or the Legal Department for guidance.

Suspected improprieties concerning an employee's moral, ethical or behavioral conduct should be resolved by departmental management and the Human Resources Department.

REPORTING PROCEDURES:

An employee who discovers or suspects fraudulent activity must report it immediately to their supervisor. The supervisor will be responsible for providing a written report to the Department Director for further action. If an employee is unable to report suspected fraud to their supervisor, he/she may by-pass their supervisor and report directly to the Division Director, Assistant City Managers, or Internal Audit Office. If an employee feels that they are unable to report to any of the mentioned individuals then they shall have unrestricted, confidential access to the City's Hotline Service (see CMP 2.4)

Individuals bringing complaints forward will be notified when the matter is complete.

Any fraud that is detected or suspected must be reported immediately to any Supervisor, Office of City Manager, Internal Audit Office, or the Hotline, who coordinates all investigations with Internal Audit Office and other affected areas, both internal and external. The Internal Audit Office will then consult with the Office of City Manager and/or Legal Department.

INVESTIGATION RESPONSIBILITIES:

Great care must be taken in the investigation of suspected improprieties or irregularities so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way.

All inquiries concerning the activity under investigation from the suspected individual or any other inquirer should be directed to the Legal Department. No information concerning the status of an investigation will be given out.

The Internal Audit Office has the primary responsibility for the investigation of all suspected fraudulent acts as defined in this policy. Should the Internal Audit Staff not have the expertise to investigate the fraudulent activity; the investigation will be turned over to an outside fraud investigator. If the investigation substantiates that fraudulent activities have occurred, the Internal Audit Office will issue reports to the Office of City Manager and the State Auditor as required by NMAC 2.2.2.

Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with the Office of City Manager and the Legal Department.

CONFIDENTIALITY:

The Internal Audit Office treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify any of the proper parties as identified in this policy. Employees should not attempt to personally conduct investigations or interview/interrogations related to any suspected fraudulent act.

Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate or legal need to know. This is important in order to avoid damaging the reputations of persons suspected but subsequently found innocent of wrongful conduct and to protect the City from potential civil liability.

To the extent possible, the confidentiality of the person making the complaint and that of the respondent will be maintained. However the following may apply:

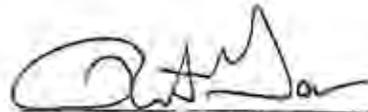
- Information contained in the report of inquiry may be used in disciplinary actions resulting from the investigation.
- Investigative reports are deemed confidential unless otherwise directed by a competent court of jurisdiction or by order of the City Manager.
- If a fraud investigation is the basis of disciplinary action, the employee will be provided a summary of the investigation.

AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD:

The Internal City Auditor and his/her designee will have:

- Except as protected by law, free and unrestricted access to all City records and premises, whether owned or rented; and
- Upon written authority from the Office of City Manager to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who might use or have custody of any such items or facilities when it is within the scope of their investigation.

City employees shall cooperate with an investigation and be truthful with the investigator. Failure to cooperate and to be truthful may result in disciplinary action.



Robert Garza, City Manager

6-1-12

Date

Anne M. Layne

From: Jennifer Bales
Sent: Friday, July 8, 2016 9:47 AM
To: Audrey Evins
Subject: When you get a minute...

Tracking:	Recipient	Read
	Audrey Evins	Read: 7/8/2016 11:15 AM

Hey Audrey,

I tried calling but all lines when to Rosa.
Would you mind giving me a call when you get a minute?
2258

Thanks
Jen

Jennifer Bales
Director of Sales & Services / Visit Las Cruces
Direct: 575-541-2258 Main: 575-541-2444 Cell: 575-636-7035
211 N. Water Street, Las Cruces, NM 88001



EXHIBIT 125

Anne M. Layne

From: Audrey Evins
To: Jennifer Bales
Sent: Friday, July 8, 2016 11:15 AM
Subject: Read: When you get a minute...

Your message

To: Audrey Evins
Subject: When you get a minute...
Sent: Friday, July 8, 2016 9:47:03 AM (UTC-07:00) Mountain Time (US & Canada)

was read on Friday, July 8, 2016 11:14:41 AM (UTC-07:00) Mountain Time (US & Canada)

EXHIBIT 126

Anne M. Layne

From: Audrey Evins
Sent: Wednesday, January 3, 2018 8:58 AM
To: Jennifer Bales
Subject: Re: call

In meeting. Will call when I get out.

Get [Outlook for iOS](#)

From: Jennifer Bales
Sent: Wednesday, January 3, 2018 8:48:30 AM
To: Audrey Evins
Subject: call

Hi Audrey,

Tried calling you back – was forwarded to Case so I couldn't leave you a message.

I'll try again later

Thanks

Jennifer Bales
Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



EXHIBIT 127

Anne M. Layne

From: Audrey Evins
Sent: Thursday, January 25, 2018 4:25 PM
To: Jennifer Bales
Subject: Need Information

Jennifer,

Do you have the MOU or whatever agreement there is with the Rio Grande's non profit. Also is it the same for the Country Music Fest or is there another one. If another one, I need copies of both.

Thank you!!

Audrey Evins, CPA, CFE, CGPM

City Auditor, Administration/ Internal Audit Office

Direct: 575-541-2042 Main: 575-528-3665, aevins@las-cruces.org



EXHIBIT 128

Anne M. Layne

From: Jennifer Bales
Sent: Thursday, January 25, 2018 4:35 PM
To: Audrey Evins
Subject: RE: Need Information

It's just the agreement for the Friends. I was told we were fine with what we had because it says "for supporting tourism and economic development by assisting and supporting official events of the CVB such as the LC CMF.

Jennifer Bales
Executive Director / Visit Las Cruces / Economic Development Department
Direct: 575-541-2258 Main: 575-541-2444, jbales@las-cruces.org



From: Audrey Evins
Sent: Thursday, January 25, 2018 4:25 PM
To: Jennifer Bales <jbales@las-cruces.org>
Subject: Need Information

Jennifer,

Do you have the MOU or whatever agreement there is with the Rio Grande's non profit. Also is it the same for the Country Music Fest or is there another one. If another one, I need copies of both.

Thank you!!

Audrey Evins, CPA, CFE, CGPM
City Auditor, Administration/ Internal Audit Office
Direct: 575-541-2042 Main: 575-528-3665, aevins@las-cruces.org

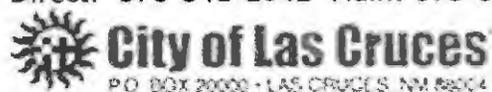


EXHIBIT 129

Rio Grande Theatre
Reconstruction

	2017	2018	2019
Income			
Ticket Sales	-	37,593	52,287
Concession/Ticket Sales - Cash	-	27,963	41,201
Miscellaneous revenue	-	-	-
Total Gross Income	-	65,556	93,487
Theatre Expenses			
Accounting	-	3,249	2,166
Alcohol Sales - Cost of Goods Sold	-	4,941	3,762
Dues	-	-	100
Entertainment	-	47,963	44,070
Equipment	-	-	-
Food/Beverage Sales - Cost of Goods Sold	-	1,786	-
Licensing Fees	-	250	3,055
Lighting and sound	-	3,966	866
Lodging/meals for entertainment	-	-	-
Marketing	-	-	-
Other expenses	-	-	-
Repairs and maintenance	-	465	-
Supplies	-	-	-
Total Theatre Expenses	-	54,430	48,091
Net Income/(Loss) recorded by Friends	-	11,125	45,396
Less: RGT expenses paid by City of Las Cruces			
Dues	(450)	-	(450)
Entertainment	-	-	(202)
Equipment	(10,835)	(94,205)	(22,252)
Food/Beverage Sales - Cost of Goods Sold	(4,894)	(9,266)	(10,472)
Licensing fees	(753)	(3,504)	(3,389)
Lodging/meals for entertainment	(661)	(16)	(115)
Marketing	(112)	(669)	(5,148)
Other expenses	(91)	(4,568)	(1,567)
Supplies	(578)	(2,702)	(2,132)
Overtime for City employees	-	(4,162)	-
Payroll and benefit expenses for City employees	-	(98,594)	(127,817)
Less: Total Theatre expenses paid by City of Las Cruces	(18,374)	(217,686)	(173,544)
Total Income/(Loss) for Theatre	(18,374)	(206,560)	(128,148)
Cumulative Income/(Loss) for Theatre	(18,374)	(224,934)	(353,082)

Reconstruction performed by The McHard Firm under the AICPA Statements of Standards for Consulting Services No. 1 and Statements of Standards for Forensic Services No. 1. This information not a compilation, review or audit as defined by the accounting profession.

Sources of information:

Bank statements and accounting records of Friends of Visit Las Cruces
Accounting, accounts payable records of City of Las Cruces

Please see accompanying report for reconstruction methodology.