

Steven Green
Mayor

Sandra Whitehead
Mayor Pro-Tem

Kathy Clark
Commissioner



Rolf Hechler
Commissioner

Joshua Frankel
Commissioner

Juan A. Fuentes
City Manager

505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-0363
www.torcnm.org

REGULAR MEETING

THE REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO, IS TO BE HELD IN THE COMMISSION CHAMBERS, 405 W. 3RD ST., ON TUESDAY, FEBRUARY 28, 2017; TO START AT 9:00 A.M.

A. CALL TO ORDER

B. INTRODUCTION

1. ROLL CALL

Hon. Steve Green, Mayor
Hon. Sandra Whitehead, Mayor Pro-Tem
Hon. Rolf Hechler, Commissioner
Hon. Kathy Clark, Commissioner
Hon. Joshua Frankel, Commissioner

2. SILENT MEDITATION

3. PLEDGE OF ALLEGIANCE

4. APPROVAL OF AGENDA

C. COMMENTS FROM THE PUBLIC (3 Minute Rule Applies)

D. RESPONSE TO PUBLIC COMMENTS

E. PRESENTATIONS

1. Presentation by Griffin & Associates on marketing for the City of T or C. Joannie Griffin, Griffin & Associates
2. Presentation introducing the DWI Program and staff. George Lee, Sierra Co. DWI Program

F. CONSENT CALENDAR

1. Public Utility Advisory Board Minutes, January 21, 2017
2. Lodgers Tax Board Minutes, August 27, 2016
3. Service Agreement Renewal with Sierra Vista Hospital

G. ORDINANCES/RESOLUTIONS/ZONING

1. Discussion/Action: Resolution No. 26 16/17 Budget Adjustment. Melissa Torres, Finance Director
2. Discussion/Action: Resolution No. 27 16/17 opposing CS/HB 174 related to the Local Election Act. Renee Cantin, Clerk-Treasurer

H. UNFINISHED BUSINESS

1. Discussion/Action: Marketing Contract renewal for Griffin & Associates. Juan Fuentes, City Manager
2. Discussion/Action: 2018 Local Government Road Fund (LGRF). Don Armijo, Public Works Director

I. NEW BUSINESS

1. Discussion/Action: Award RFP 16-17-004 for Legal Services to Jaime Rubin, Attorney at Law and Coppler Law Firm. Pat Wood, CPO
2. Discussion/Action: MOU between the City of Truth or Consequences and the New Mexico Spaceport Authority for the use of the Lee Belle Johnson Center. Juan Fuentes, City Manager
3. Discussion/Action: Request by the Sierra County Cooperative Extension Service to have a City Representative on the Planning Committee. Joshua Boyd, Cooperative Extension Agricultural Agent/County Director and Mary Jo Fahl

J. REPORTS

1. City Manager
2. City Commission

K. ADJOURNMENT

NEXT CITY COMMISSION MEETING MARCH 14, 2017



E.1

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Presentation by Griffin & Associates on marketing for the City of T or C. Joannie Griffin, Griffin & Associates.

BACKGROUND:

The Commission requested this presentation at the February 14th meeting. Attached are some highlights that were submitted for the presentation.

STAFF RECOMMENDATION:

None. Presentation.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 2/28/2017

Truth or Consequences Highlights from 2016

- We had a great photo shoot and have all new photography to use in billboards, newsletters and print ads. The shots highlight the hot springs district, biking and hiking, and dining. See the new billboard, enclosed
- In 2016, we were able to get a grant from New Mexico Tourism Department for \$40,000. The Department changed their grant guidelines. However, despite the changes, we were successful in getting a grant for \$18,000 (\$10,000 to Sierra County and \$8,000 to TorC)
- Key news story placements on TorC:
 - Travel Weekly
 - Houstonia Magazine
 - Durango Herald
 - Albuquerque Journal
 - KFOX – El Paso
 - KRQE - Albuquerque
- What's planned for 2017:
 - New billboard creative that will be on both I-25 billboards (one north of El Paso, the other south of Socorro)
 - A spring TV and Pandora video campaign
 - Ad in the New Mexico True Adventure Guide
 - Ad in the El Paso Visitors Guide
 - Quarterly public relations outreach
 - Writing the NMTD grant for FY18
 - Early winter (November/December) TV and Pandora video campaign

Sierra County already approved contract for \$10,000

Asking to renew TorC for \$25,000

Then with the NMTD money – through June ads another \$18,000 and then we will apply for another \$18,000 to fund the TV/Pandora campaign for the early winter



**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Presentation introducing the DWI Program and staff. George Lee, Sierra Co. DWI Program

BACKGROUND:

George Lee, Sierra Co. DWI Program would like to introduce the DWI Program and staff.

Attached is the application for listing on the agenda and other documents presented.

STAFF RECOMMENDATION:

None. Presentation.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 2/28/2017



CITY OF TRUTH OR CONSEQUENCES

CITY CLERK'S OFFICE

505 SIMS STREET

TRUTH OR CONSEQUENCES, NEW MEXICO 87901

PHONE: (575) 894-6673 EXT#1301 FAX: (575) 894-7767

RECEIVED
FEB 06 2017

APPLICATION FOR LISTING ON CITY COMMISSION AGENDA

DATE: 2/6/17

DATE OF MEETING YOU ARE REQUESTING TO BE LISTED UNDER: 2/28/17

NAME OF APPLICANT/ORGANIZATION: GEORGE LEE/SIERRA COUNTY DWI PROGRAM

ADDRESS: 516 BROADWAY, TORO

PHONE: (575) 740-8112 E-MAIL: glee@sierraco.org

REQUEST: (ATTACH WRITTEN REQUEST AND/OR DOCUMENTS IF AVAILABLE)

INTRODUCE CITY COMMISSION TO THE
DWI PROGRAM + STAFF

WHAT RESOURCES DO YOU REQUIRE: NONE

ESTIMATED TIME FOR PRESENTATION: 10 MINUTES SIGNATURE: [Signature]

CITY MANAGER ACTION

APPROVED FOR COMMISSION AGENDA OF: _____

DENY - REASON FOR DENIAL: _____

IF YOUR REQUEST WAS DENIED AND YOU WISH TO APPEAL, YOU MAY:

- appear personally before the City Commission on the day of the meeting and during the "Comments from the Public" ask that the Commission place your item on the next available agenda (usually in 2 weeks); or,
- appeal directly to any one of the City Commissioner by contacting them (see reverse side for contact information). Any Commissioner may place your item on the agenda by notifying the City Clerk at least **7 days** prior to the Commission meeting.

Sierra County DWI Program
Presentation
City of Truth or Consequences
February 28, 2017

Presented by George Lee, Sierra County DWI Program Coordinator

History

Purpose-Local DWI Grant Program

The purpose of the Department of Finance, Local Government Division, Local DWI (LDWI) Program is to reduce the incidence of DWI in New Mexico.

Mission Statement

The mission of the Local DWI grant program is to reduce the incidence of DWI, alcoholism, alcohol abuse, and alcohol-related domestic violence.

Local DWI Grant Program – Statutory Authority

The 1993 New Mexico Legislature enacted Laws of 1993, Chapter 65. A portion of the law created the Local DWI Grant Program Act, compiled as Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended.

Local DWI Program Administration

The Local Government Division within the Department of Finance and Administration is designated to administer the Program. As defined in the NM Statutes, “Division” means the Local Government Division (LGD), which provides administrative services for the Local DWI Grant Fund, within the Department of Finance and Administration. LGD has established a rule, 2.110.4 NMAC, and Program Guidelines to provide guidance to local communities.

Program Oversight

The legislation, 11-6A-4 NMSA 1978 as amended, gives oversight of the Program to the DWI Grant Council. “Council” means the New Mexico DWI Grant Council, which was created under the Local DWI Grant Program Act. Membership of the Council consists of the president of the New Mexico Municipal League or a designee, the president of the New Mexico Association of Counties or a designee, the secretary of the Department of Health or the Secretary’s designee, the secretary of the Department of Finance and Administration or the Secretary’s designee, chief of the Traffic Safety Bureau of the State Highway and Transportation Department, and two representatives of local governing bodies, appointed by the Governor. The Local DWI Grants are awarded by the DWI Grant Council upon their review and approval of the grant programs and plans contained in the county’s annual grant application.

Sierra County DWI Program
Presentation
City of Truth or Consequences
February 28, 2017

Presented by George Lee, Sierra County DWI Program Coordinator

Our Local Program

The Local DWI Program currently operates with the County of Sierra as our fiscal agent.

The DWI Program provides a variety of direct client services to the Municipal, Magistrate, and District courts. We also provide drug testing services for CYFD.

Currently we have about 153 clients in the program. Of this total, 45 are on active probation for DWI convictions. Court Compliance Officer Mike Sulzer is our misdemeanor DWI probation officer. Officer Sulzer's wages and benefits derive 100% from grant funding.

Sierra County provides 100% funding for Senior Court Compliance Officer Sandra Lucero. Officer Lucero provides probation services for over 60 persons who have been convicted of misdemeanors, other than DWI.

Compliance Officer Venessa Segura provides pre-sentence Magistrate Court ordered drug testing for about 53 people. All of Officer Segura's clients are initially on conditions of release from the Magistrate Court. Remains the compliance officer for those clients whose felony cases move from the Magistrate to the District Court until their cases are adjudicated.

As the DWI Program Coordinator, I oversee all of the functions of the DWI Program. My wages currently come from Grant funding and Sierra County.

Our program includes the following components: Prevention-Enforcement- Screening- Domestic Violence- Treatment-Compliance, monitoring, and tracking-Coordination, planning, and evaluation.

F.1



**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Approve the minutes of the Public Utility Advisory Board Meeting for January 21, 2017.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 2/28/2017

**CITY OF TRUTH OR CONSEQUENCES
PUBLIC UTILITY ADVISORY BOARD
TUESDAY, JANUARY 17, 2017**

REGULAR MEETING

Action Minutes

Regular meeting of the Public Utility Advisory Board of the City of Truth or Consequences, New Mexico to be held in the City Commission Chambers, 405 W. Third, Truth or Consequences, New Mexico, on Tuesday, January 17, 2017 at 5:30 P.M.

INTRODUCTION:

PRESENT:

George Szigeti, Chairman
Jeff Dornbusch, Vice-Chairman
Ron Pacourek, Member
Gil Avelar, Member

ALSO PRESENT:

Juan Fuentes, City Manager
Paul Tooley, Fire Chief
Jesus Salayandia, Water/Wastewater Director
Traci Burnette, Grant/Project Coordinator
Andy Alvarez, Sanitation Director
Ruby Otero-Vallejos, Water/Wastewater Admin. Assistant
Marty Davis, Interim Water Dept. Supervisor
Angela A. Torres, Deputy City Clerk

APPROVAL OF AGENDA:

Member Pacourek made a motion to move item D up to item A.

Vice Chairman Dornbusch seconded the motion. Motion carried unanimously.

APPROVAL OF MINUTES - REGULAR MEETING HELD MONDAY, DECEMBER 19, 2016:

Member Pacourek moved approval of the December 19, 2016 minutes with the changes suggested by Chairman Szigeti.

Vice-Chairman Dornbusch seconded the motion. Motion carried unanimously.

COMMENTS FROM THE PUBLIC:

There were no comments from the public.

NEW BUSINESS:

Discussion: Fire Hydrants – Ron Pacourek:

Member Pacourek reviewed the map of fire hydrants throughout the city that was provided by Fire Chief Tooley. Member Pacourek feels that there are insufficient hydrants throughout the community.

Chief Tooley reported that the map may be missing around eight (8) to a dozen fire hydrants because there have been four new hydrants recently put in at the new Elementary School. There are some areas in town that do not have water mains that run down the street and the water mains are located a street over; that's why certain locations do not have fire hydrants.

Chief Tooley also reported that pressure checks are done on the hydrants every year but according to ISO they are only required to do a flow test every 5 years. When he comes across pressure issues the Water Department is then contacted and the hydrants get replaced. All in all they don't really have problems with the hydrants.

Chairman Szigeti suggested that the city look into installing proper lines that will support the number of hydrants that need to be added to the areas that don't have any. That can possibly be done during the process of replacing water lines throughout the city.

Member Pacourek asked who is going to take responsibility for the hydrants operations.

Fire Chief Tooley replied that the Volunteer Fire Department will be taking on that responsibility and if there are any problems they will contact the City water department.

Discussion/Update: Solid Waste Department – Andy Alvarez, Sanitation Director:

Mr. Alvarez reported:

Two (2) of his crew members passed their Recycling Certification Course.

He has been on the floor quite a bit because his department has been shorthanded.

Hopefully he will have another staff member by the end of the month.

Chairman Szigeti asked that Mr. Alvarez provide a usage report at the next meeting.

Discussion/Update: Water/Wastewater Department - Jesus Salayandia, Water/Wastewater Director:

Mr. Salayandia reported:

Training will soon start on odor control.

There will be a pre-construction meeting held tomorrow January 18, 2017 for Phase 2a at the Wastewater Treatment Plant.

The flooding this past weekend caused a few issues/problems.

There was a Main Water break on Morgan Street.

Discussion/Update: Electric Department – Electric Division Director:

Due to Mr. Easley's absence, no report was given.

Discussion/Review: Utility Usage Report:

Chairman Szigeti noted that the reports that were provided were generated from the Tyler system. He feels that the water and electric portion has a little more detail then they really need. They would like to see the summary totals for water and electric to be possibly be broken up by residential, commercial, and government. They would also like totals from the Solid Waste Dept. and also well level reports.

COMMENTS FROM THE BOARD:

Member Pacourek noted that according to the minutes the electric pass thru should have been on this agenda.

Chairman Szigeti responded that he wanted to wait for Mr. Ashbaugh's appointment before that item was brought back. And he's also missing some information for the presentation.

Chairman Szigeti reported that there was a letter to the editor some time ago in one of the local newspapers. It was a complaint over the electrical rates, charges that were made last year, the errors in billing and such. The lady in question referred to data she got off some Facebook post. He wanted to say that Facebook posts are not an authoritative source for information. In the article she keeps talking about a "rate increase." He just wanted to make it clear that there has been no electrical rate increase.

Member Pacourek thanked Fire Chief Tooley for coming to the meeting and sharing information with the Board.

COMMENTS FROM STAFF:

There were no comments from staff.

ADJOURNMENT:

There being no further business to come before the Public Utility Advisory Board, George Szigeti, Chairman, declared the meeting adjourned.

APPROVAL:

PASSED AND APPROVED this 21st day of February, 2017, on a motion duly made by _____, seconded by _____, and carried.

George Szigeti, Chairman
Public Utility Advisory Board



**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Approve the minutes of the Lodger's Tax Advisory Board Meeting for August 27, 2016.

BACKGROUND:

None.

STAFF RECOMMENDATION:

Approve the minutes.

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 2/28/2017

**LODGER'S TAX ADVISORY BOARD
CITY OF TRUTH OR CONSEQUENCES, NEW MEXICO**

REGULAR MEETING

ACTION MINUTES

THURSDAY August 25, 2016

TIME & PLACE: The Lodger's Tax Advisory Board of the City of Truth or Consequences, New Mexico, met in regular Session in full conformity with the law and ordinances of said Board, at the Commission Chambers, 400 West 3rd Street of said City on Thursday August 25, 2016 at 4:00pm.

PRESIDING OFFICER: The meeting was called to order by Chairperson Julie Durham, and Priscilla Fuentes acted as Secretary.

ATTENDANCE: Upon Calling of the roll, the following members were reported present:

Julie Durham, Chairperson
Cydney Wilkes, Vice-Chairperson
Sazi Marri, Member
Hans Townsend, Member

Not Present:

Janice Gray, Member-Excused

QUORUM: There being a quorum present, the Board proceeded with the business at hand.

Board Members recited the Pledge of Allegiance.

APPROVAL OF AGENDA: Vice Chairperson Cydney Wilkes moved to approve the August 25, 2016 Agenda.

Seconded by Member Hans Townsend.

Motion Carried Unanimously.

APPROVAL OF MAY 26, 2016
MINUTES:

Member Sazi Mari moved to approve the May 26, 2016 Minutes.

Seconded by Vice Chairperson Cydney Wilkes.

Motion carried unanimously.

COMMENTS FROM THE PUBLIC:

Linda DeMarino stated she was unclear as to what information the board is provided and questioned how they make decisions on what organizations get what if they do not know what the people are doing.

Chairperson Julie Durham stated that they look at the money not at the ads.

Linda stated that looking at money does not tell you who's doing it right and wants to know why they haven't asked to see documents.

Chairperson Julie Durham stated that they were told by city staff that it was too much of a burden to provide to them. Julie also stated that when they make suggestions to the City Commission, the Commission makes all the decisions and they have been denied that in the past.

Linda DeMarino stated that the only thing she had to say was that their recommendations were only based on feelings. She stated her frustration was because every year they are getting cut and she's using her money and turning her stuff in on time and yet there are other organizations that were not turning their stuff in and receiving more money.

Member Hans Townsend stated that they get all the reports of who spent what on what. He stated they are going to do a marketing workshop because they want to make the spending of the money more efficient.

DISCUSSION/RECOMMENDATION:
ADDITIONAL CHANGES TO THE
LODGERS TAX GUIDELINES.

Chairperson Julie Durham asked Hans about the item in addition to stating that Juan had put it on hold.

Member Hans Townsend stated that they didn't put in the use of electronic tare sheets for a start and the trouble is when it's not in there Linda avoids the questions about it and when given one she says she does not know how to do this. He stated they have already discussed it and it needs to be in the guidelines.

Member Sazi Mari stated there was another part of the guidelines that they are not following or recognizing. She stated it says if there is advertising being collected it needs to be reported and

that is to be considered their allocation.

Chairperson Julie Durham stated that she would like to table the item for their next meeting and go over last year's guidelines as well as this year's new guidelines.

**DISCUSSION/RECOMMENDATION:
WORKSHOPS; SPECIFICALLY ONE
FOR MARKETING.**

Chairperson Julie Durham asked if Member Sazi Mari and Vice Chairperson Cydney Wilkes were spearheading this item.

Member Sazi Mari stated they hadn't decided anything at the time. She stated they had talked about having Griffin and Associates help them with it. Sazi stated that her suggestion was to begin leveraging money to buy prizes with increased attendance as opposed to giving people money for prizes, which it then came as a suggestion for a workshop to teach people how to leverage their money in order to increase attendance as opposed to quick pro co effect.

Member Hans Townsend suggested they write ideas down for the next meeting so they can get a basis to work from and discuss the different ideas everyone has and come up with concrete stuff that can be used.

Member Sazi Mari asked if they were going to host the workshop as a board and design the workshop or reach out to the marketing company and see if they will come out and do a workshop.

Member Hans Townsend said that he thinks reaching out to the marketing company is great, but he would like to put their own ideas down that fit our community.

Discussion continued on possible marketing workshops.

Vice Chairperson Cydney Wilkes stated there are Mainstreet workshops that are happening that are already here.

Chairperson Julie Durham stated she thinks the workshop is a good idea because it seems like people get left out, so the more coordination we do the better.

Member Sazi Mari said this was something they were talking about, to make it mandatory. She asked if they would like to make a motion.

Chairperson Julie Durham stated she felt they needed to get it more organized before they make a motion.

Member Sazi Mari stated that Mainstreet would be more than

happy to send out a notice of available workshops to the Lodgers Tax recipients.

Chairperson Julie Durham agreed it was a good idea to make them aware of what's going on but not to make it mandatory. She asked if the Lodgers Tax Board could make the email addresses of the recipients available to other nonprofits in the city for purposes of information.

Secretary Priscilla Fuentes stated she would find out for sure and let them know via email.

Chairperson Julie Durham suggested they put together a side committee of at least 2 people. She asked if Sazi and Hans would like to spearhead her suggestion, both of which agreed.

Member Hans Townsend excused himself from the meeting to take a personal call.

Chairperson Julie Durham stated they now have a committee of 2 and stated Sazi would be the committee Chairman and Hans as her Co-Chairperson to follow up on the workshop.

DISCUSSION/ACTION LODGERS TAX
QUARTERLY WORK/SPENDING
REPORTS:

Chairperson Julie Durham asked if there were any questions on the Quarterly Work/Spending Reports.

Chairperson Julie Durham asked secretary Priscilla Fuentes if Juan had provided any information on how much everybody made or if they were going to do that.

Secretary Priscilla Fuentes stated she would speak with Linda to find out for sure.

Member Hans Townsend stated it was a little confusing. The first of April to the 30th of June and now this year you are not able to spend any money in June or July.

Chairperson Julie Durham said they've always had this problem.

Member Hans Townsend stated it extended to July as well this year so that the state is declaring that everybody's fiscal year is shoved forward a month.

Member Sazi Mari stated that Fiestas report did not show how they were using the money to bring in people.

Discussion ensued in regards to a handout given to board members by Member Hans Townsend.

COMMENTS FROM THE BOARD: No further comments were made.

ADJOURN: There being no further business to come before the Board,

"Member Sazi Marri moved to adjourn"

Vice-Chair Person Cydney Wilkes Seconded.

Meeting was adjourned.

APPROVAL: Passed and approved this 9 day of February,
2018, on a motion duly made by Cydney Wilkes. And
seconded by Hans Townsend, and carried.



Julie Durham, Chairperson



CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM: Service Agreement – Sierra Vista Hospital

AUTHORIZATION TO: Authorize staff to sign the Service Agreement for Sierra Vista Hospital

BACKGROUND: This agreement is entered into by and between the City of Truth or Consequences, Sierra Vista Community Health Center and Sierra Vista Hospital Laboratory. This agreement will be effective for two years from the date of execution for Pre-employment Physicals and Pre-employment Drug test.

SUPPORT INFORMATION: Please see the Service Agreement

Name of Drafter: Melissa Torres	Department: Finance Director	Mtg: 02/22/2017
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SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made and entered into this 23rd day of February, 2017 by and between the Sierra Vista Community Health Center and Sierra Vista Hospital Laboratory, hereinafter collectively as referred to as the "Hospital", located at 800 East Ninth Avenue, Truth or Consequences, NM 87901 and the City of Truth or Consequences, located at 505 Sims, Truth or Consequences, NM, hereinafter referred to as "City". This agreement will be effective for two years from the date of execution.

IT IS HEREBY AGREED between the parties:

1. **Scope of Work.**

The Hospital shall provide the following services to any City employees:

Pre-employment Physicals

- Standard
- CDL/Bus Driver

The City will contact the Clinic at 575-894-3221 for an appointment to perform the pre-employment physical, specifying whether it is standard or for a CDL/Bus driver.

A licensed medical examiner will perform the basic physical examination to include vital signs, vision test and examination of the head, eyes, ears, nose, throat, neck, lungs and heart.

A licensed medical examiner will perform the physical examination that is required by the Department of Transportation. After determining that the current or prospective CDL/Bus driver is fit for duty pursuant to those standards, the medical examiner will sign the certificate. Such certificate shall be effective for up to 24 months, although the medical examiner may issue a certificate for less than 24 months when deemed appropriate, based upon the medical examiners findings during the examination.

Pre-employment Drug Test

In addition, all potential employees will receive a pre-employment drug test. The potential employee will go to the Hospital Outpatient Services with paperwork issued by either the City. Outpatient Services will register the potential employee and send him/her to the Hospital Laboratory. Laboratory personnel will collect the specimen pursuant Hospital Policy protecting the chain of custody.

Pulmonary Function Test

Should the City request a pulmonary function test; the proper paperwork shall be issued by them to the employee. This paperwork shall be taken to the Hospital Outpatient Services, where the employee will be registered and then sent to the cardiopulmonary department for testing.

At the conclusion of the examination, the Clinic, Laboratory, or the Cardiopulmonary Department will forward the results of the examinations directly to the Superintendent and/or Director of Human Resources at 505 Sims, Truth or Consequences, NM 87901.

2. Fees for Services Rendered

The City agrees to the following fees for the above-referenced services:

		25%	
	<u>Charge</u>	<u>Discount</u>	<u>Cost</u>
Pre-Employment Physical	\$148.75	\$ 37.19	\$ 111.56
DOT Physical (Bus drivers etc)	\$207.40	\$ 51.85	\$ 155.55
Pulmonary Function Test	\$221.85	\$ 55.46	\$ 166.39
Pre-employment drug test	\$ 25.00	NONE	\$ 25.00

Additional testing, i.e. chest x-ray, will be charged accordingly.

NOTE:

Should an appointment not be kept by the potential or current employees of the City, a fee of \$50.00 shall apply. This fee can only be avoided if the appointment is cancelled at least four (4) hours prior to the time of the visit.

3. Term.

This Agreement shall terminate on 23rd day of February, 2019 unless terminated pursuant to paragraph 4, infra. In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination

A. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

B. Termination Management

Immediately upon receipt by either the City or the Hospital of notice of termination of this Agreement, the Hospital shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City and 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement.

5. Status of Hospital

The Hospital and its agents and employees are independent contractors performing professional services for the City and are not employees of the City of Truth or Consequences. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

6. Assignment.

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

7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

9. Release.

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of service - Copyright.

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

12. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

13. Merger.

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

14. Penalties.

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

15. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement and shall be enforceable in the Seventh Judicial District Court in Sierra County.

17. Records and Financial Audit.

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

18. Indemnification.

[See, New Mexico Attorney General Opinion, No. 00-04, issued November 1, 2000, prohibiting public entities from agreeing to indemnify a contractor.] The Contractor shall defend, indemnify and hold harmless the county and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement.

19. Appropriations.

The terms of this contract are contingent upon sufficient appropriations and authorization being made by the governing body for the performance of this Contract. If sufficient appropriations are not made by the governing body, this contract shall terminate upon written notice being given by the City to the Contractor. The City's determination as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

20. Conflict of Interest.

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The contractor certifies that the requirements of the Governmental conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer have been followed.

21. Notices.

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

To the City of Truth or Consequences: Juan Fuentes, City Manager, 505 Sims, Truth or Consequences, NM 87901

To the Contractor: Sierra Vista Hospital, 800 E. 9th Street, Truth or Consequences, New Mexico 87901, (575) 894-2111

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date listed above.

City of Truth or Consequences, New Mexico

Sierra Vista Hospital

Juan Fuentes, City Manager

Michael Zimmerman, CEO

Date: _____

Date: _____

ATTEST:



G.1

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM: Resolution No.26 16/17, Budget Adjustments transferred, as listed below

AUTHORIZATION TO: To authorize budget adjustments in the categories as listed below.

BACKGROUND: Reconciling Budget Adjustments needed for pending year-end transactions as listed below.

Description	Amount	Recommendation
Increase Electric Department Fund 503 from the Ending Cash Balance / Other Capital Purchases 503-3702-80845 (Expense)	\$77,000	<u>Capital Purchases for 1 ½-ton Ford and 1 1-ton Ford</u>
Increase Solid Waste Department Fund 505 / Other Capital Purchases 505-3904-80845 (Expense)	\$69,000	<u>Capital Purchases for 2 ½-ton Ford</u>
Add Revenue Accounting Line –319 Fund – Capital /LEDA 319-3503-10142 (Revenue)	\$125,000	<u>Capital Fund for LEDA (Local Economic Development Act) Add Fund 319 /Adding a Revenue accounting line for the purpose of the LEDA adoption which will embark on the economic development projects for our community</u>
Add & Increase – 319 Fund – Capital / LEDA 319-6503-60806 (Expense)	\$125,000	<u>Adding an Expense accounting line for the purpose of the LEDA</u>
Increase the Transfer “Out” Water – 504 Fund / 504-3803-39935 (Transfer-in)	(\$10,000)	Transfer Out from the Water 504 Fund is due to the 2007 Option Agreement with Hot Springs Land Development for water and wastewater capacity for their proposed development with initial deposit of \$20,000.00 going back to its source.
Increase the Transfer “Out” Waste Water – 506 Fund / 506-4005-39935 (Transfer-in)	(\$10,000)	Transfer Out from the Wastewater 506 Fund is due to the 2007 Option Agreement with Hot Springs Land Development for water and wastewater capacity for their proposed development with initial deposit of \$20,000.00 going back to its source.
Decrease the Transfer “In” 301 Fund / Impact Fees 301-3503-49930	\$20,000	Transfer In 301 Fund will be transferred back from the original 2007 initial deposit of \$20,000.00.
Increase Police Department – GRT Fund 296 / 296-2403-80845 (Expense)	\$75,000	Increase expense due to an IT project to replace an aging and over-utilized IT environment with a new server & IT environment for security measures.

SUPPORT INFORMATION:

- Finance Documents as presented

Name of Drafter: Melissa Torres	Department: : Finance Director	Mtg: 02/22/2017
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RESOLUTION NO. 26-16/17

A RESOLUTION REQUESTING BUDGET ADJUSTMENTS IN THE REVENUE AND EXPENDITURE BUDGET FOR FISCAL YEAR 2016-2017.

WHEREAS, the final budget for was approved by the City Commission of the City of Truth or Consequences, New Mexico, pursuant to Chapter 6, Article 76 NMSA 1978; and

WHEREAS, the City Commission resolve to request a budget adjustment in the 2016-2017 Fiscal Year Revenue and Expenditure Budget as per the Schedule of Budget Adjustments.

NOW THEREFORE, approval of the above is hereby requested of the New Mexico Department of Finance and Administration, Local Government Division.

PASSED, ADOPTED AND APPROVED this 28th day of February, 2017.

Steven Green, Mayor

ATTEST:

Reneé L. Cantin, CMC, City Clerk-Treasurer

Department of Finance and Administration
Local Government Division
Financial Management Bureau
SCHEDULE OF BUDGET ADJUSTMENTS

REVISED 12/08/06

ENTITY NAME: City of Truth or Consequences
FISCAL YEAR: 2016 / 2017
DFA Resolution Number: 26 16/17

For Local Government Division use only:

(A) ENTITY RESOLUTION NUMBER	(B) FUND	(C) REVENUE EXPENDITURE TRANSFER (TO or FROM)	(D) APPROVED BUDGET	(E) ADJUSTMENT	(F) ADJUSTED BUDGET	(G) PURPOSE
26 16/17	503 (Electric Dept)Other Capital / 503-3702-80845	EXPENDITURE	\$ 4,780,335.00	\$ 77,000.00	\$4,857,335	Increase expenditures for Capital Purchases for 1 1/2-ton Ford and 1 1-ton Ford
26 16/17	505 (Solid Waste Dept) Other Capital / 505-3904-80845	EXPENDITURE	\$ 1,052,872.00	\$ 69,000.00	\$1,121,872	Increase expenditures for Capital Purchases for 2 1/2-ton Ford
26 16/17	Add Fund 319 - LEDA - Capital / 319-3503-10142	REVENUE	\$ -	\$ 125,000.00	\$125,000	Capital Fund for LEDA (Local Economic Development Act) 319 Fund added. Adding a Revenue accounting line for the purpose of the LEDA adoption which will embark on the economic development projects for our community.
26 16/17	Add Fund 319 - LEDA - Capital / 319-6503-60806	EXPENDITURE	\$ -	\$ 125,000.00	\$125,000	Adding an expense accounting line for the purpose of the LEDA
26 16/17	Increase the Transfer "Out" Water – 504 Fund /504-3803-39935 (Transfer-in)	TRANSFER (TO or FROM)	\$ (308,777.00)	\$ (10,000.00)	(\$318,777)	Transfer out from the water 504 Fund is due to the 2007 Option Agreement with Hot Springs Landing Development for water and wastewater capacity for their proposed development with initial deposit of \$20,000 to back to its original source.
26 16/17	Increase the Transfer "Out" Wastewater – 506 Fund /506-4005-39935 (Transfer-in)	TRANSFER (TO or FROM)	\$ (158,915.00)	\$ (10,000.00)	(\$168,915)	Transfer out from the water 504 Fund is due to the 2007 Option Agreement with Hot Springs Landing Development for water and wastewater capacity for their proposed development with initial deposit of \$20,000 back to its original source.
26 16/17	Decrease the Transfer "In" 301 Fund / Impact Fees 301-3503-49930	TRANSFER (TO or FROM)	\$ 2.00	\$ 20,000.00	\$20,002	Transfer in 301 fund will be transferred back from the original source from 2007 initial start up deposit of \$20,000
26 16/17	296 (Police Department) GRT 296-2403-80845	EXPENDITURE	\$ 210,000.00	\$ 75,000.00	\$285,000	Increase expense due to an IT project to replace an aging and over-utilized IT environment with a new server and IT environment for security measures.

ATTEST:

Title

(Date)

Mayor/Board Chairman

(Date)



G.2

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Resolution No. 27 16/17 opposing CS/HB 174 related to the Local Election Act.

BACKGROUND:

House Bill 174 has been presented to two House Committees. It is proposing to combine the Municipal Election Code with the State Code and to require the County Clerk's to run all Non-Partisan Elections including Municipal Elections on one election date which will be the First Tuesday after the first Monday in November of odd years. All Non-Partisans including: municipal elections, school districts, special hospital districts, community college districts, technical and vocational institute districts, learning center districts, arroyo flood control districts, special zoning districts, soil and water conservation districts, and water and sanitation districts will result in long and confusing ballots. The city would be required to pay an annual fee to a new "State Election Fund" for the cost of the election. It also will remove the possibility of having a Write-in Candidate and will require any special elections to be held by mail ballots only and charged to the city. This could be very costly to the city if we mailed a ballot and a stamped return envelope to all voters. Plus we have no control over what expenses the County Clerk will charge us for a special election.

The Municipal League has done surveys from the Municipal Clerk's and Elected Officials which have shown a huge majority are opposing this bill. We are requesting the official support from each municipality by the approving the attached Resolution.

STAFF RECOMMENDATION:

Approve Resolution No. 27 16/17 opposing CS/HB174.

Submitted by: Renee Cantin, City Clerk-Treasurer		Meeting date: 2/28/2017
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**CITY OF TRUTH OR CONSEQUENCES
RESOLUTION NO. 27 16/17**

OPPOSING CS\HB-174 LOCAL ELECTION ACT

WHEREAS: Since the adoption of the Municipal Election Code municipal clerks have been responsible for administering municipal elections and county clerks have been responsible for all other state and local elections; and

WHEREAS: The Municipal Election Code has been amended from time-to time to address the non-partisan components that are unique to municipal elections and that are not addressed in the state election code nor included in CS\HB-174; and

WHEREAS: CS\HB-174 adopts provisions that are inconsistent with various provisions of duly adopted charters in home rule and territorial charter municipalities; and

WHEREAS: Article IV, Section 24 of the New Mexico Constitution expressly prohibits the legislature from passing special laws "changing or amending the charter of any city, town or village; and

WHEREAS: CS\HB-174 would set a new time for conducting all municipal elections, would create a new procedure for declaring candidacy for office and for consolidating precincts, and would create a new procedure for conducting the municipal election; and

WHEREAS: Article IV, Section 24 of the New Mexico Constitution expressly prohibits the legislature from passing special laws concerning "the opening or conducting of any election or designating the place of voting";

WHEREAS: CS\HB-174 would not guarantee that the locations for filing declarations of candidacy and polling places for municipal elections would be located within the municipality; and

WHEREAS: CS\HB-174 would combine municipal elections with school districts, special hospital districts, community college districts, technical and vocational institute districts, learning center districts, arroyo flood control districts, special zoning districts, soil and water conservation districts, and water and sanitation districts resulting in long and confusing ballots; and

WHEREAS: CS\HB-174 provides that special elections not held concurrently with a general election shall be conducted by mail with the added requirement that every registered voter receive a ballot regardless of whether the voter has requested an absentee ballot, resulting in significantly higher costs for conducting municipal special elections.

1
2 **THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
3 **TRUTH OR CONSEQUENCES** that the Governing Body stands in firm
4 opposition to CS\HB-174 as it is currently written; and
5

6 **BE IT FURTHER RESOLVED** that the Governing Body supports any
7 amendment that exempts municipal governments from the provisions of The
8 Local Election Act as provided for in CS\HB-174 as it is currently written; and
9

10 **BE IT FURTHER RESOLVED** that the Governing Body urges members of the
11 Legislature to vote against adoption of CS\HB-174 if the Act extends to municipal
12 elections or repeals the Municipal Election Code; and
13

14 **BE IT FURTHER RESOLVED** that the Governing Body urges the Honorable
15 Susana Martinez, to veto the Local Election Act (csHB-174) if the Act extends to
16 municipal elections.
17

18 **ADOPTED THIS 28th DAY OF February, 2017**
19
20

21 _____,
22 **Steven Green, Mayor**
23

24 **[S E A L]**
25
26

27 **ATTEST:**
28
29

30 _____
31 **Reneé L. Cantin, CMC City Clerk**



CITY OF TRUTH OR CONSEQUENCES

COMMISSION ACTION FORM

ITEM:

FOR DISCUSSION/ACTION – APPROVAL OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND GRIFFIN & ASSOCIATES.

BACKGROUND:

Sierra County acting as the fiscal agent for the Director of Tourism issued a Request for Proposals (RFP) in 2013 for professional services for the Director of Tourism. Griffin and Assoc. ranked number one (1) in the proposal and interview scoring. The City entered into an agreement with Griffin and Assoc. in February 2013.

Pursuant to section 3 of the agreement, the contract can be extended for additional years not to exceed four years. Over the course of the contract, Griffin and Assoc. have produced:

- New Television Spot which ran on Pandora, network TV in Albuquerque and El Paso, cable TV in Albuquerque and El Paso
- Pandora (audio spot), which ran in Albuquerque and El Paso
- New Billboards
- Print Ads in NM Adventure Guide, NM Vacation Guide, El Paso Vacation Guide, Albuquerque Journal Summer Guide, Albuquerque Journal Winter Guide
- Bi-monthly electronic newsletter
- Bi-monthly news releases

STAFF RECOMMENDATION:

- Approval of contract with Griffin and Assoc.

SUPPORT INFORMATION:

- Tourism Marketing Update Summary
- Contract

Requested by: Juan A. Fuentes	Department: City Manager	E-mail: jafuentes@torcnm.org
Date: 02/14/17		



CITY OF TRUTH OR CONSEQUENCES

CONTRACT #

THIS AGREEMENT is made and entered into by and between the City of Truth or Consequences, State of New Mexico, hereinafter referred to as the "City" and Griffin and Associates, hereinafter referred to as the "Contractor", and is effective as of the date set forth below upon which it is executed by the City and Contractor.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the work outlined in the Scope of Work attached hereto as **Attachment 1** and incorporated herein by reference.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed [at the rate of] Twenty Three Thousand Three Hundred Sixty Five dollars (\$23,365) per year, such compensation not to exceed (\$23,365.00/Year), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling (\$1,635.55) shall be paid by the City to the Contractor. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$25,000.55). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. The payment of taxes due for any money received under this Agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's Federal and State tax identification number(s).

3. **Term.**

This Agreement shall begin February 15, 2017 and terminate on January 31, 2018 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. **Termination.**

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

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the

City in the notice of termination as to the performance of work under this Agreement; and
3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. **Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Commissioners for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Commissioners, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. **Status of Contractor.**

The Contractor is an independent contractor performing services for the City and are not employees of the City. The Contractor shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City of Truth or Consequences as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City of Truth or Consequences unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. **Assignment.**

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

8. **Subcontracting.**

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

9. **Release.**

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any City employee while such employee was or is employed by the City and participating directly or indirectly in the City's contracting process;

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the City; (ii) the Contractor is not a member of the family of a public officer or employee of the City; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the City, a member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the City's making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

5) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the City.

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

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal, state and City laws and rules and regulations, pertaining to equal employment opportunity. In accordance with all such laws, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical

condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the Seventh Judicial District Court in Truth or Consequences City. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

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

20. Disclaimer and Hold Harmless.

The City shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Truth or Consequences City harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by the City in connection with the performance by Contractor of Contractor's duties according to this Agreement.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City of Truth or Consequences from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor resulting in injury or damage to persons or property during the time when the Contractor has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to

the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City of Truth or Consequences by certified mail.

22. Invalid Term or Condition.

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

23. Enforcement of Agreement.

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

24. Authority.

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

25. Lobbying.

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any City, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Force Maieure.

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

27. Mediation.

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator.

28. Notice to Proceed.

It is expressly understood that this Agreement is not binding upon the City until it is executed by the Board of City Commissioners after voting on the contract at a public meeting or unless it is executed by the Truth or Consequences City Manager, if the amount of the contract is \$10,000.00 or less. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

29. Attorney's Fees.

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall be entitled to an award of attorneys' fees and court costs.

30. Cooperation.

All parties hereto will fully cooperate with the other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

31. Notices.

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

To the City: Juan A. Fuentes, City Manager
 505 Sims Street
 Truth or Consequences, NM 87901

To the Contractor: Griffin and Associates
 119 Dartmouth
 Albuquerque, New Mexico 87106

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the City Commissioners below.

By: _____
Joan Griffin
119 Dartmouth
Albuquerque, NM 87106

Date: _____

Date: _____

By: _____
Juan A. Fuentes, City Manager
Address: 505 Sims St., Truth or Consequences, NM 87901

By: _____
Truth or Consequences City Purchasing
Agent

Date: _____

Attachment 1

Scope of Work

The objective of this contract is to increase City revenues through meetings, convention bookings and tour operators. The scope of work shall consist of planning, booking, coordinating and scheduling site visits, press trips and bus tours and generally the promotion of Truth or Consequences City in the Tourism industry locally and abroad. The contract is scheduled to begin in February 2015, or upon receiving all required Truth or Consequences City approvals. The contract may be extended for up to four (4) one year terms and will require annual renewal, or any portion thereof at the discretion of Truth or Consequences City, pursuant to the availability of funds and satisfactory service provisions.

Realizing the benefits of a cooperative effort the Sierra County, City of Truth or Consequences, and the Village of Williamsburg are all participants and parties to this contract. It is expected the contractor will maximize the interests of each participant. The contractor is advised that while there will be a single response to this RFP, four (4) separate contracts will be executed, one for each participant. Total monies appropriated for this RFP is as follows:

Sierra County	\$10,000.00
City of Truth or Consequences	\$25,000.00
City of Elephant Butte	\$5,000.00
Village of Williamsburg	\$500.00
Total Available Funds	\$40,500.00

Understanding that a schedule of values is difficult determine prior to development of the marketing plan the following is understood by parties:

1. Contractor will facilitate community meeting(s) as necessary and develop a marketing plan acceptable to the Truth or Consequences City Tourism Board. The cost of the initial meetings and plan will not exceed \$2500.00. Marketing Plan will assign appropriately a schedule of values to be used for the first year of this contract.
2. The Marketing Plan's primary focus should be:
 - a) Public Relations and Media Outreach and,
 - b) Electronic and Social media.
3. The cost of production of advertisement packages shall not exceed 10% of the total buy.
4. The Electronic and Social Media component is thought to be approximately 90% manpower and 10% media buy.

Contractor shall submit monthly pay requests along with appropriate documentation to the Truth or Consequences City Tourism Board and the 4 individual entities for approval. Individual entities shall be responsible for payment of their prospective amounts. A single invoice reflecting the names of each entity and the amounts due shall be acceptable. The approximate percentages are as follows:

City of Truth or Consequences	62%
Sierra County	25%
City of Elephant Butte	12%
Village of Williamsburg	1%

New Mexico Gross Receipts Tax for the City of Bernalillo Albuquerque shall be added in the amount of 7% to each invoice.



H.2

City of Truth or Consequences, NM Commission Action Form

ITEM: 2018 local Government Road Fund ie LGRF

PURPOSE(S) OF ACTION: pick one of the following Street recommendations for 2018 LGRF Veater, Kruger, East 7th, East 8th, Glenn

BACKGROUND: Make recommendation for yearly request for LGRF to start first steps to participate in LGRF.

STAFF RECOMMENDATION: One of the Following Streets LGRF Veater, Kruger, East 7th, East 8th, Glenn

SUPPORT INFORMATION: power point containing price estimate sheets and pictures of the streets

OPTIONS/ALTERNATIVES: just as a reminder we usually receive around \$51,000.00 to \$53,000.00

Depending on funding from the state. So about 2 blocks per year.

Staff Contact: Don Armijo

Department: Public works Director

Phone: 575-740-1060

Signature:

2018 LGRF

Updated List of city streets for
consideration

1. Veater, Iron to Arroyo



1. Veater, Iron to Arroyo

- This area would consist of base course and chip seal.
- Area is 600 ft. long x 30 ft. wide.
- Cost estimate is \$16,800.00.
- This street receives heavy traffic and would help with dust in the windy season.
- To add sidewalk and curb and gutter would add \$14,500

2. Veater, Hyde to Arroyo



2. Veater, Hyde to Arroyo

- This area would have curb and gutter and sidewalk **CSeal**
- Area is 954 ft. long x 30 ft. wide.
- Cost estimate is \$ 45,800.00
- This street would go together with street number 1 for heavy traffic and dust control for a total of \$62,600.00
- **\$ 77,100 with sidewalk added to slide 2**

3. Kruger, 8th to 7th



3. Kruger, 8th to 7th

- This area would consist of curb and gutter, sidewalk, and hot mix.
- Area is 360 ft. long x 34 ft. wide.
- Cost estimate is \$36,000.00.
- This street would help with dust control and heavy traffic and complete Kruger

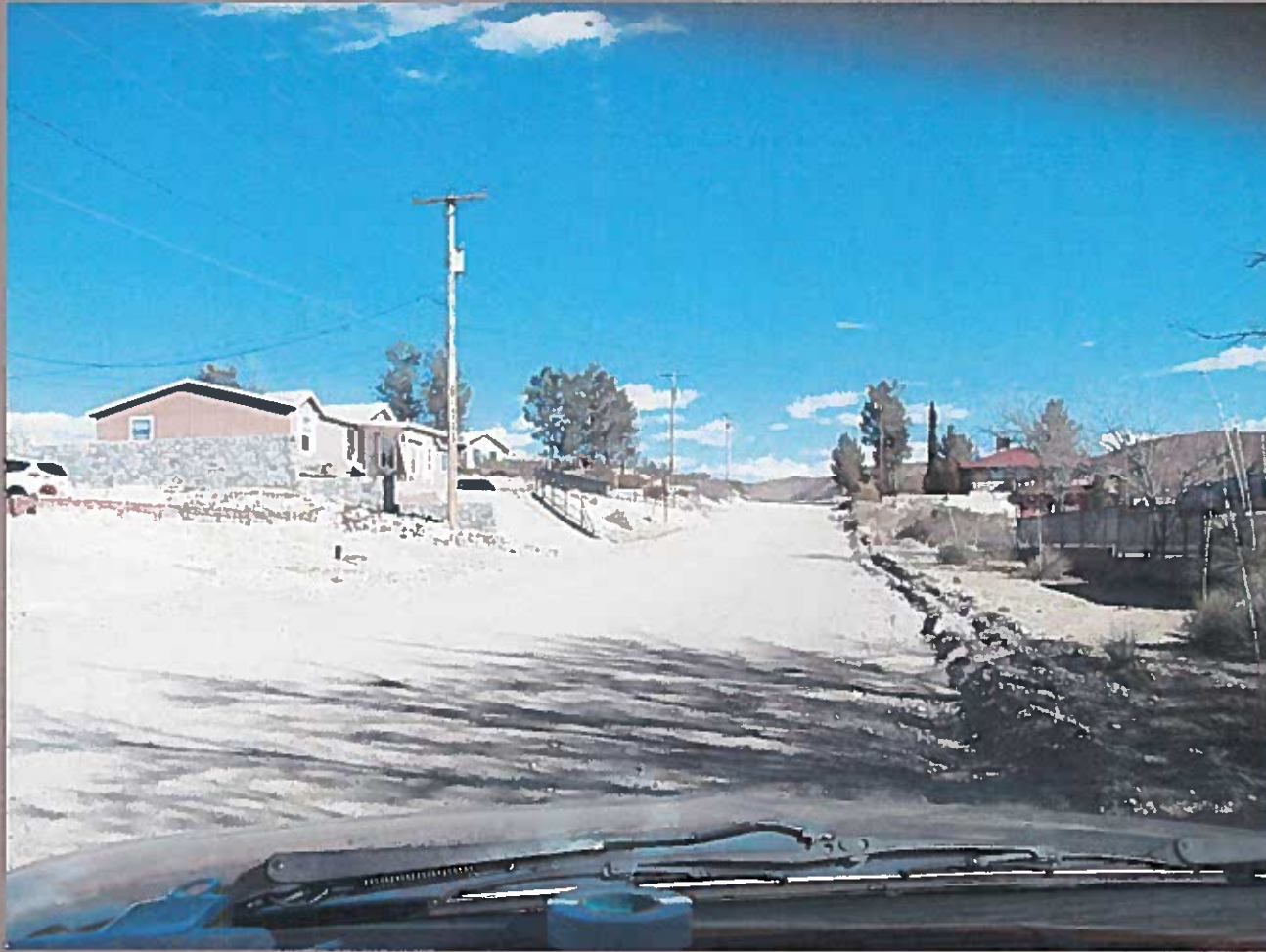
4. East 7th ,kruger to Tingley



4. East 7th, Kruger to Tingley

- This area would consist of curb and gutter, sidewalk and hot mix.
- Area is 315ft. Long x 36 ft. wide
- Cost estimate \$ 30,000.00
- There is a small housing complex on this street and help with traffic.
- Could add this to kruger to 8th for a total of \$66,000.00

5. East 8th Coleman to Tingley



5. East 8th Coleman to Tingley

- This area would consist of curb and gutter, sidewalk, and hot mix.
- Area is 360 ft. long x 34 ft. wide.
- Cost estimate is \$36,000.00.
- This street would help with dust control and heavy traffic

6 East 8th Coleman to Kruger



6. East 8th Coleman to Tingley

This area would consist of curb and gutter,
sidewalk, and hot mix.

Area is 360 ft. long x 34 ft. wide.

Cost estimate is \$36,000.00.

This street would help with dust control and
heavy traffic

Both blocks around \$72,000.00

7. Glenn from Rodeo arena road to dead end

- This area would be chip seal
- 6 inches base course and 2 layers of chip seal
- This would be an estimated \$38,000.00
- \$68,000.00 for hot mix curb and gutter



I.1

**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Discussion/Action: **Award RFP: 16-17-004 LEGAL SERVICES**

BACKGROUND:

RFP's for Legal Services were received until Friday, February 3, 2017 at 2:00 p.m. We received 2 proposals for Legal Services.

STAFF RECOMMENDATION: Selection Committee: Juan Fuentes – City Manager, Melissa Torres – Finance Director and Kathy Clark – City Commissioner have made a recommendation to award the contract to both Jaime Rubin, Attorney at Law and Coppler Law Firm

SUPPORT INFORMATION: Evaluation Scoring Totals

Name of Presenter: Pat Wood, CPO	Department: Finance	Meeting date: 02/28/17
E-mail: pat@torcnm.org	Phone: 894-6673 ext. 312	

*Steven L. Green
Mayor*

*Sandra K. Whitehead
Mayor Pro-Tem*

*Kathleen Clark
Commissioner*



*Rolf Hechler
Commissioner*

*Joshua Frankel
Commissioner*

*Juan A. Fuentes
City Manager*

*505 Sims St.
Truth or Consequences, New Mexico 87901
P: 575-894-6673 ♦ F: 575-894-0363
www.torcnm.org*

Evaluations: Legal Services

RFP: 16-17-004

Date: February 23, 2017

	Jay Rubin	Coppler Law Firm
1.	92	91
2.	96	95
3.	95	94
Totals	283	280

Evaluation Committee:
Kathy Clark, City Commissioner
Juan Fuentes, City Manager
Melissa Torres, Finance Director

Evaluation Committee comments:

- The panel recommends both Jay Rubin & Coppler Law Firm to be awarded the RFP#16-17-004 for legal services.



I.2

CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM

ITEM:

DISCUSSION/ACTION: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TRUTH OR CONSEQUENCES AND THE NEW MEXICO SPACEPORT AUTHORITY.

BACKGROUND:

The proposed Memorandum of Understanding (MOU) provide for the use of the Lee Belle Johnson Center to be used by the Spaceport Authority for an exhibit space and visitor center. The premises were previously leased by Follow the Sun Tours which operated the tours to the Spaceport and managed the visitor center. This agreement between the two entities is in accordance with Section 58-31-5(B) NMSA.

The MOU will be effective for 5 years and the Authority will pay the City \$300 per month to defray the cost of utilities.

SUPPORT INFORMATION:

- MOU with Spaceport America

STAFF RECOMMENDATION:

- Approval of the MOU with Spaceport America

Name of Drafter: Juan A. Fuentes	Department: City Manager	Mtg: 2/28/17
E-mail: jafuentes@torcnm.org	Phone: 575-894-6673 Ext. 320	

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), dated as of this _____ day of _____, 2017, is made and entered into by and between the City of Truth or Consequences, New Mexico, a municipal corporation (the "City"), and the New Mexico Spaceport Authority (the "Authority") (collectively, the "Parties") to provide for the shared use of the Lee Belle Johnson Center owned by the City and located at 301 South Foch Street, Truth or Consequences, New Mexico, for the governmental purposes described herein.

I. Recitals

WHEREAS, the Authority is an agency of the State of New Mexico (the "State") that is administratively attached to the Economic Development Department of the State, and is the operator of Spaceport America (the "Spaceport"), located in Sierra County not far from the City; and

WHEREAS, the City is a municipal corporation under the laws of the State and is a political subdivision of the State; and

WHEREAS, the Premises described in Exhibit A-1 of this MOU (the "Premises") were previously leased to a private entity, Follow the Sun Tours, for the purpose of providing an exhibit space and visitor center within the City to accommodate persons wishing to learn more about the Spaceport and to arrange for and participate in tours to the Spaceport; and

WHEREAS, the Parties wish to provide for continued use of the Premises, as set forth herein, to serve essentially the same purposes as an exhibit space and visitor center that the Premises served under the previous lease to the private entity; and

WHEREAS, the Authority intends to continue using the Premises for the same purpose as they have been previously used under the private entity lease, which is a normal use within the regular operations of the Lee Belle Johnson Center for the use and enjoyment of the public, including both residents of the City and visitors to the City; and

WHEREAS, the Premises at the Lee Belle Johnson Center are located within the City on the east side of Interstate Highway 25, thus falling within the area previously contemplated for a Spaceport-related visitor center, as memorialized in a 2008 memorandum of understanding between the Authority and Sierra County; and

WHEREAS, it is economically advantageous for the City to cooperate with the Authority to provide a visitor center that will attract Spaceport visitors to the City, since such visitors are likely to spend money locally for lodging, food, and other items, thus benefitting tourism-related business in the City; and

WHEREAS, the Authority is authorized to enter into cooperative agreements with municipalities, including this MOU, in accordance with Section 58-31-5(B) NMSA 1978.

II. Understanding of the Parties

Now, therefore, the Parties agree as follows:

1. Possession and Use of Premises. During the term of this MOU, the Authority shall have primary possession and use of the Premises shown on Exhibit "A-1", including in particular the gym, raised platform and kitchen areas of the Lee Belle Johnson Center, for a visitor center and exhibit space. The Authority shall also have shared use of all other portions of the Lee Belle Johnson Center, in common with the City, as needed to support the Authority's use of the Premises for a visitor center and exhibit space. The Authority may make use of the Premises for any activities or purposes reasonably calculated or intended to support the Authority's purposes, powers and duties as set forth in the Spaceport Development Act, Sections 58-31-1 *et seq.*, NMSA 1978, as amended and supplemented.

2. Allocation of Costs and Duties. In consideration of the Spaceport's contribution to tourism and the economic benefits it provides to the City, there shall be no charge to the Authority for use of the Premises. However, the Authority shall pay the City three hundred dollars (\$300) per month to defray costs of electric, gas, water, wastewater and solid waste utilities and services. The City shall ensure that all invoices for such utilities and services are timely paid by the City.

The Authority shall be responsible for minor day-to-day maintenance and cleaning of exhibits and any other Authority property kept or stored on the Premises. The City as owner shall be responsible for all utilities and for the cleaning and maintenance of the (gym) floor inside the Spaceport Visitor Center area, the stage (raised platform) flooring, shared common areas, including rest rooms and other areas of shared or common use. The City shall also provide for maintenance and repair, if necessary, of the Lee Belle Johnson Center building and grounds, including fixtures and any furniture or other appurtenances owned by the City. As there was a severe mold issue discovered in the storage areas dedicated to the Spaceport Visitor Center in 2016, the City will also be responsible for mold remediation and ongoing maintenance to prevent reoccurring mold within the Spaceport Visitor Center areas.

3. Modifications of Premises. The Authority shall make structural modifications to the Premises only with the written consent of the City. In the event that the Authority and the City agree to make any structural modifications or enhancements to the Premises, the costs of such modifications or enhancements shall be shared as determined by the Parties, and shall be reflected in a separate memorandum of understanding or other written agreement reflecting each Party's share of the costs and responsibility for completion of the work.

4. Contractors, Subcontractors and Associated Entities. In conjunction with its use of the Premises, the Authority may from time to time permit the use of the Premises by contractors and subcontractors of the Authority or by other persons or entities, either public or private, for any purposes that are reasonably calculated to support the Authority's programs, to provide goods and services needed or requested by the Authority, or to support tourism in the City and in Sierra County. If the Premises or any portion thereof are made available for use by a private (non-governmental) person or entity, the Authority and the City shall negotiate reasonable compensation to be made for the use by such person or entity, and shall enter into a contract reflecting the terms of use, the payment of compensation, and the allocation of such compensation as between the Authority and the City. The Authority shall notify the City as to the identity and contact information of all Authority contractors, subcontractors, and associated entities entitled to any occupancy or use of the Premises under the provisions of this Paragraph 4. Notwithstanding the provisions of this paragraph, the Authority may permit tour operators to use the site as a location for commencing and terminating tours of the Spaceport without such use being considered use of the Premises so long as the tour operator does not establish an office, service counter or other facility on the Premises.

5. Business Registration; Gross Receipts Taxes. In the event that the Premises or any portion thereof are made available for use by a business other than a not-for-profit corporation or entity, the Authority shall ensure that the business is registered in the City and that the owner thereof is aware of his or her obligations to pay gross receipts taxes under the appropriate Location Code (21-124) of the New Mexico Taxation & Revenue Department for businesses located within the City.

6. Term. This MOU shall be effective on the date signed on behalf of both Parties, and shall continue through the date that is five (5) years from the effective date, unless otherwise terminated by the Authority or by mutual agreement of the Parties as provided herein. The Authority may commence its occupation and use of the Premises on the effective date. This MOU may be extended for a further term or terms by mutual consent of the Parties, reflected in a writing executed on behalf of both Parties.

7. Voluntary Termination. This MOU may be terminated at any time by mutual written agreement of the Parties, for their mutual benefit. This MOU may also be terminated by the Authority upon thirty (30) days written notice to the City.

8. Amendment. This MOU may be amended by mutual agreement of the Parties, so long as such amendment is reflected in a writing duly executed on behalf of the Parties by appropriate officers of each, but no unwritten understanding contrary to this MOU shall be binding on the Parties. The Parties will review this MOU during the second and fourth years of its term, or upon the request of either Party, and may make such amendments as appear to be for their mutual advantage or are otherwise agreed.

9. Insurance and Indemnification. During the term of this MOU, the City shall maintain fire and casualty insurance and general liability insurance for the Lee Belle Johnson

Center in the amounts and subject to the coverage limitations imposed in the City's general policies of insurance through the New Mexico Self Insurers Fund or other insurance providers. The Authority during the term of this MOU shall maintain appropriate and adequate general liability coverage through the State's Risk Management Division or through other insurance providers. Each Party agrees to defend, indemnify and hold harmless the other Party against any claims or causes of action resulting from death, injury or damage as a consequence of the negligence or malfeasance of the indemnifying Party or any of its officers, employees, agents, contractors, or subcontractors. Nothing in this MOU shall be construed to limit or modify any immunity or protection provided to either Party under the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.*, NMSA 1978, which remains in full force and effect notwithstanding any provision hereof.

10. Integration Clause. This MOU contains the entire agreement of the Parties hereto with respect to any matter covered or mentioned in this MOU, and no prior agreements or understanding pertaining to any such matters, to the extent inconsistent with the MOU, shall be effective for any purpose.

11. Headings and Titles. The headings and titles contained in this MOU are for ease of reference only, and shall not be construed to affect meaning, construction or interpretation hereof.

12. Notices. Any notice under this MOU may be made in writing (including by telefax or by e-mail to the Parties at their respective addresses, as follows:

To the City, to:

City of Truth or Consequences
Attn.: City Manager
505 Sims Street
Truth or Consequences, NM 87901
Fax: (575) 894-7767

To the Authority, to:

New Mexico Spaceport Authority
Attn.: Chief Executive Officer
901 E. University Ave., Suite 965L
Las Cruces, New Mexico 88001
Fax: (575) 373-6120

IN WITNESS WHEREOF, and upon the authority of their respective governing bodies, the Parties through their authorized officers have executed this Memorandum of Understanding as of the dates written below:

CITY OF TRUTH OR CONSEQUENCES

Authorized Signature

By: Juan A. Fuentes

Its: City Manager

Date

NEW MEXICO SPACEPORT AUTHORITY

Authorized Signature

By: Daniel Hicks

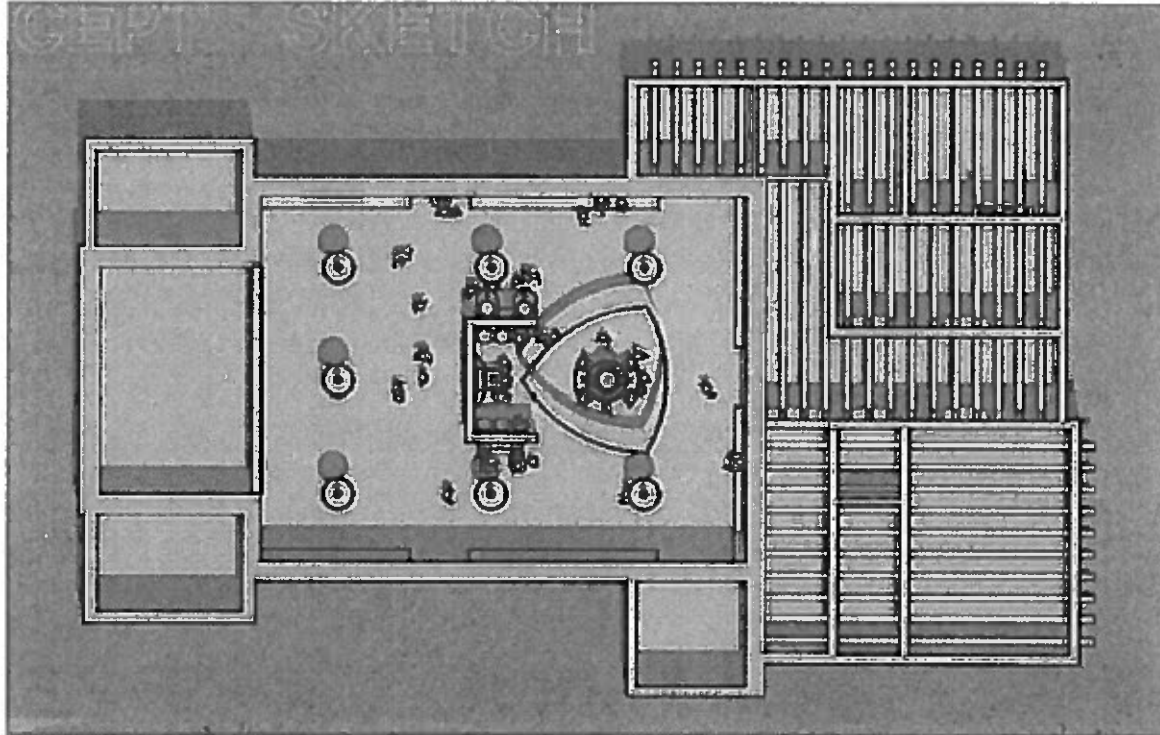
Its: Chief Executive Officer

Date

Exhibit A-1

Premises Designated for Primary Use by Spaceport Authority:

That portion of the Lee Belle Johnson Center located on 301 S. Foch St., Truth or Consequences, New Mexico, including the gym, raised platform and kitchen, with a shared use of the remaining facilities.



I.3



**CITY OF TRUTH OR CONSEQUENCES
COMMISSION ACTION FORM**

ITEM:

Discussion/Action: Request by the Sierra County Cooperative Extension Service to have a City Representative on the Planning Committee.

BACKGROUND:

Joshua Boyd, Cooperative Extension Agricultural Agent/County Director and Mary Jo Fahl will present this request. The proposed project information is attached.

STAFF RECOMMENDATION:

Select a City Representative to serve on their Planning Committee

Submitted by: Renee Cantin, City Clerk-Treasurer

Meeting date: 2/28/2017

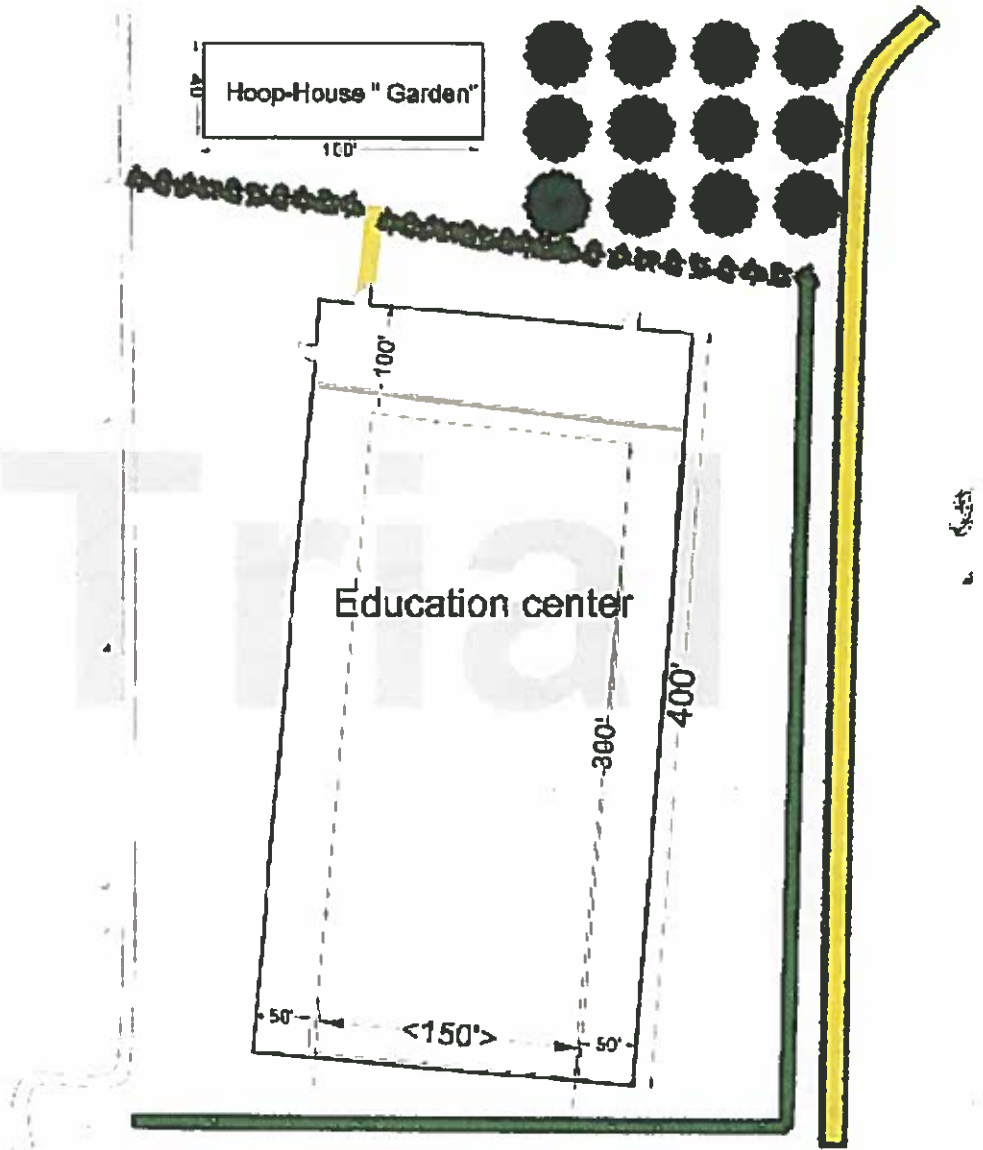
Sierra County Ag Youth Science Center

Projected proposed by Sierra County Cooperative Extension Service

Purpose: to provide a facility that will allow youth who live in an urban environment the opportunity to raise farm animals such as pigs, goats, sheep, cattle and horses and learning the value of responsibility of caring for animals, how important agriculture is to sustain a community and agricultures effect on the environment. The project would be located on land adjacent to the existing Sierra County Fairgrounds, on land that belongs to the County of Sierra.

This proposed facility would be established by utilizing local, state, federal and other sources to secure sufficient funds. A planning committee would be organized to capture ideas of additional uses of the facility, that could include such things as a community orchard, a greenhouse for the youth to grow vegetables, a laboratory to conduct research on soils, plants and entomology. In addition, because it is a covered show arena special events could be held there such as AKC dog shows, other special animal event shows and community events. After the committee has established goals and objectives, the facility would be managed by a board comprised of the Sierra County Cooperative Extension Agent, the Hot Springs High School Vocational-Agriculture teacher, two members of the Sierra County Fair Board and one member of the public at large. This entity would ensure proper maintenance was completed and the facility was utilized as much as possible.

The attached schematic reflects the layout of the facility:





Ag Science Center