

**23-041**

## City Council Action and Executive Summary

Type of Action:

☒ Resolution☐ Ordinance☐ TIDD Resolution

<b>District:</b>	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input checked="" type="checkbox"/> N/A	<b>Adopted:</b>	October 3, 2022
<b>1st Reading:</b>		<b>Department:</b>	Financial Services
<b>Drafter:</b>	Dave Duncan	<b>Line of Business:</b>	Purchasing
<b>Program:</b>	Procure to Pay		

**Title:** A RESOLUTION TO AWARD A CONTRACT FOR THE PROMOTION AND MARKETING OF LAS CRUCES, NEW MEXICO AS A DESTINATION FOR THE FILM PRODUCTION INDUSTRY TO FILM IN LAS CRUCES, NEW MEXICO, FOR AN INITIAL TERM THROUGH JUNE 30, 2023, WITH A RENEWABLE OPTION FOR ONE (1) ADDITIONAL YEAR, IN AN AMOUNT NOT TO EXCEED \$95,000.00 ANNUALLY, SUBJECT TO BUDGET APPROPRIATIONS AND ANNUAL RENEWALS (PROCUREMENT NO. 22-23-008).

**TYPE OF ACTION:** ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

### PURPOSE(S) OF ACTION:

To award a contract for film promotion and economic development services.

### BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

On May 9, 2022, in accordance with LCMC 24-7, the Purchasing Manager executed a Sole Source Determination for Film Las Cruces in relation to Film Economic Development Services. Currently, Film Las Cruces is the only firm dedicated to the development and growth of the film industry specific to Las Cruces and the surrounding area. For the past seven years, Film Las Cruces has cultivated and sustained relationships with an array of film industry firms and personnel, and that has been a contributing factor in the attraction of film production to Las Cruces. By performing promotion, film permitting, workforce development, local vendor support, and marketing services to the City of Las Cruces, Film Las Cruces will create opportunities that will lead to film and media production in the Las Cruces area that will provide employment for local residents, generate local revenue, bolster local business, and increase use of otherwise unused and underutilized facilities.

The film industry has generated considerable spending in the state. It has created direct and indirect jobs related to the industry such as actors, directors, set design, catering, transportation, construction, and hotel usage. New Mexico offers a competitive film production incentive program, and additional incentives have been implemented that can be capitalized upon by filming in Las Cruces. To attract and increase film production and investment in Las Cruces, the City requires film economic development services.

The proposed agreement is for an initial term through June 30, 2023, with an optional one (1) year term in an amount not to exceed \$95,000.00 annually, subject to written renewal and budget appropriations. The agreement will provide for monthly and quarterly reporting to document the progress being made in the film development industry

### SUPPORT INFORMATION:

[Exhibit A - Film LC - Film Economic Development Services](#)

**PLAN(S):**

Elevate Las Cruces

**COMMITTEE/BOARD REVIEW:**

None

**ANNUAL BUDGET APPROVAL:**

☒ Yes

☐ No

☐ N/A

**BUDGET / FISCAL IMPACT:****BUDGETED AMOUNT:**

\$95,000.00

**AVAILABLE AMOUNT:**

\$95,000.00

**EXPENDITURE AMOUNT:**

\$95,000.00

**Additional Budgetary Information:****Funding Source(s):**

10235001-790220-10215

**Does this action amend the Capital Improvement Plan (CIP)?**

☐ Yes

☒ No

☐ N/A

**Does this action align with Elevate Las Cruces?**

☒ Yes

☐ No

☐ N/A

**OPTIONS / ALTERNATIVES:**

1. Vote "Yes"; this will approve the Resolution and award a contract for Film Economic Development Services to Film Las Cruces, for an initial term through June 30, 2023, with an optional one (1) year term in an amount not to exceed \$95,000.00 annually, subject to written renewal and budget appropriations.
2. Vote "No"; this will not approve the Resolution, and City Council will need to provide staff with alternative direction.
3. Vote to "Amend"; this could modify the Resolution based on City Council direction to staff.
4. Vote to "Table"; this could delay award of the contract and cause an interruption in film economic development services.

## RESOLUTION 23-041

**A RESOLUTION TO AWARD A CONTRACT FOR THE PROMOTION AND MARKETING OF LAS CRUCES, NEW MEXICO AS A DESTINATION FOR THE FILM PRODUCTION INDUSTRY TO FILM IN LAS CRUCES, NEW MEXICO, FOR AN INITIAL TERM THROUGH JUNE 30, 2023, WITH A RENEWABLE OPTION FOR ONE (1) ADDITIONAL YEAR, IN AN AMOUNT NOT TO EXCEED \$95,000.00 ANNUALLY, SUBJECT TO BUDGET APPROPRIATIONS AND ANNUAL RENEWALS (PROCUREMENT NO. 22-23-008).**

The City Council is informed that:

**WHEREAS**, the film industry has generated considerable spending in the state and has created direct and indirect jobs related to the industry such as actors, directors, set design, catering, transportation, construction, and hotel usage; and

**WHEREAS**, Film Las Cruces has created opportunities that has led to film and media production in the Las Cruces area that has provided employment for local residents, generated local revenue, and bolstered local business; and

**WHEREAS**, to continue to attract and increase film production and investment in Las Cruces, the City requires film economic development services.

**NOW, THEREFORE**, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

**THAT** the contract for film economic development services are hereby awarded to Film Las Cruces of Las Cruces, New Mexico, as shown in Exhibit "A", attached hereto and made part of this resolution.

(II)

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

**DONE AND APPROVED this** 03 day of October 2022

APPROVED

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Mayor

ATTEST:

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City Clerk

**Moved by: Tessa Abeyta**

**Seconded by: Becki Graham**

**AYES** Kasandra Gandara, Ken Miyagishima, Yvonne Flores, Johana Bencomo, Becki Graham,  
Becky Corran, Tessa Abeyta

**NAYS**

# Exhibit A

22-23-008

Film Economic Development Services



## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of October, 2022 by and between the City of Las Cruces, New Mexico, hereinafter called "CITY" and Film Las Cruces, of 340 N. Reymond St., Las Cruces, NM 88005, hereinafter called "CONTRACTOR".

### 1. PROJECT DESCRIPTION

Film Economic Development Services

### 2. SCOPE OF SERVICES

In a satisfactory and proper manner, the CONTRACTOR shall perform SERVICES, as proposed in response to the CITY'S Sole Source Procurement No. 22-23-008, as set forth in Exhibit A, attached hereto and made a part of this Agreement.

### 3. APPROPRIATIONS

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

### 4. COMPENSATION

The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement an amount not to exceed \$95,000.00 annually, plus applicable taxes, as set forth in Exhibit B, attached hereto and made a part of this Agreement. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed. CONTRACTOR shall submit invoices monthly. CITY shall pay invoices Net 30 days upon receipt of undisputed invoice.

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

### 5. DEVOTION OF ADEQUATE TIME

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

## 6. TERM AND SCHEDULE

This Agreement shall become effective on date of award for a term through June 30, 2023 and, pending mutual written agreement, may be extended annually thereafter for one (1) additional one (1)-year term.

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

## 7. EXTENSIONS, CHANGES, AND AMENDMENTS

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

## 8. CHANGES AND EXTRA SERVICES BY THE CITY

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

## 9. CHANGES AND EXTRA SERVICES BY THE CONTRACTOR

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

## 10. DELAYS

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

#### 11. TERMINATION

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

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

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

#### 12. RECORDS AND AUDITS

CONTRACTOR will maintain records indicating dates, length of time, and services rendered. The CITY has the right to audit billings both before and after payment, and contest any billing or portion thereof. Payment under this Agreement does not foreclose the CITY'S right to recover excessive or illegal payments. CONTRACTOR will retain records for five (5) years after the completion of the project.

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

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

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

#### 14. INDEPENDENT CONTRACTOR

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

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

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

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

#### 15. NO JOINT VENTURE OR PARTNERSHIP

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

#### 16. ASSIGNMENT

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

#### 17. INSURANCE

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

1. Professional Liability:       \$1,000,000 per claim



Endorsements for additional insured coverage and waivers of subrogation must be provided as a condition of this Agreement and shall be noted on the certificate.

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

#### 18. INDEMNITY AND LIMITATION

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

#### 19. APPLICABLE LAW

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

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

#### 20. BREACH

In the event CONTRACTOR breaches any obligation contained in this Agreement, prior to instituting any action or dispute resolution procedure, the CITY shall give CONTRACTOR written notice of such breach. In the event CONTRACTOR fails to remedy the breach within five (5) working days of receiving such written notice, the CITY, at its sole discretion, without any obligation to do so and in addition to other remedies available under applicable law, may remedy CONTRACTOR'S breach and recover any and all costs and expenses in so doing from CONTRACTOR.

#### 21. DISPUTE RESOLUTION

In the event that a dispute arises between CITY and CONTRACTOR under this Agreement or as a result of breach of this Agreement, the parties agree to act in good faith to attempt to resolve the dispute.

#### 22. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if served by Registered Mail addressed as follows:

TO CITY: City of Las Cruces  
PO Box 20000  
Las Cruces, NM 88004  
ATTENTION: Irene Parra

With Copies to: City Attorney  
Purchasing Manager

TO CONTRACTOR: Film Las Cruces  
340 N. Reymond St.  
Las Cruces, NM 88005  
ATTENTION: Jon Sepp

### 23. SCOPE OF AGREEMENT

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

### 24. SEVERABILITY

The parties agree that each provision of this Agreement is severable and the invalidity or unenforceability of any one or more of the provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

### 25. CONFLICT OF INTEREST

CONTRACTOR represents and warrants that CONTRACTOR has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement. If any such actual or potential conflict of interest arises under this Agreement, CONTRACTOR shall immediately inform the CITY in writing of such conflict. If, in the reasonable judgement of the CITY, such conflict poses a conflict to and with the performance of CONTRACTOR'S obligations under this Agreement, or is otherwise a violation of the CITY'S current policy or ordinances, then the CITY may terminate the Agreement immediately upon written notice to CONTRACTOR; such termination of the Agreement shall be effective upon the receipt of such notice by CONTRACTOR.

SIGNATURE BLOCK ON NEXT PAGE:

FILM LAS CRUCES

CITY OF LAS CRUCES

BY: \_\_\_\_\_  
Name  
Title

BY: \_\_\_\_\_  
Alfredo R. Pacheco  
Interim Purchasing Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

for JV 8/15/22  
City Attorney

# **EXHIBIT A**

## **SCOPE OF SERVICES**

**OBJECTIVE:** By performing promotion, film permitting, workforce development, local vendor support, and marketing services to the City of Las Cruces (“the City”), Film Las Cruces (“FLC”) will create opportunities that will lead to film and media production in the Las Cruces area that will provide employment (temporary, full time, and contract) for local residents, generate local revenue, bolster local business, and increase use of otherwise unused and underutilized facilities.

### **I. DELIVERABLES/OUTPUTS**

- a. Develop, execute, and implement a Promotional Program.
  - i. The Promotional Program will promote and brand Las Cruces for film and media production. FLC will work with the City’s Economic Development Department. Recruitment efforts will focus on film and digital media. FLC will work collaboratively and in a coordinated manner with the City towards the recruitment of all film and digital media, such as short-term projects, a long-term production company, or permanent infrastructure with, as appropriate, the involvement of other regional entities equipped with unique expertise and experience that would further the advancement of major projects as they emerge.
  - ii. FLC shall proactively request data from film and media productions projects completed that include, at least in part, areas within the city limits. FLC shall provide available data to include the dates, locations, service provider list, and crew list.
  - iii. Physical and digital marketing materials
  - iv. Social, web, and email marketing
  - v. Press releases
  - vi. Swag bags
  - vii. Attend networking events with industry decision makers
  - viii. Maintain a working relationship with the New Mexico Film Office. Including, but not limited to, membership in the NM Film Liaison Network and the Association of Film Commissioners International.
- b. Film permits.
  - i. FLC will process, approve, and manage all film permitting on behalf of the City.
  - ii. Assist productions in the City of Las Cruces with all City permissions required for commercial filming activities within the city limits.

- c. Local film workforce.
  - i. FLC will develop partnerships with local educational institutions to create and grow a fully trained, local film workforce.
  - ii. FLC will work to create internship opportunities with film and digital media companies that relocate to Las Cruces.
  - iii. FLC will track and report on trends for the International Alliance of Theatrical and Stage Employees (IATSE) Local 480 overflow list membership and guild-based workforce in Las Cruces from the FLC crew database.
  - iv. Manage and grow online crew database.
  - v. Assist residents with union/guild membership.
  - vi. Cast and crew workshops.
  - vii. Host local filmmaker networking events.
  - viii. Proactively support NMSU and DACC film and digital media programs.
  - ix. Maintain relationship with IATSE Local 480. Including, but not limited to, coordinating Local 480 training workshops in Las Cruces.
- d. Listing of all local support services available for film production.
  - i. FLC shall compile a list of all City support services for film production, including but not be limited to, hotels, motels, inns; restaurants, catering services; transportation services, including rentals; banks; accounting firms; photo copying; food services.
  - ii. FLC shall increase by 20% the number of businesses registered in its Film Friendly Vendor Program from a baseline of 100.
  - iii. Manage and grow online Film Friendly Vendor Database.
  - iv. Provide guidance and support to local vendors contributing, or wanting to contribute, to the film and entertainment industry in Las Cruces.
- e. Site location assistance within the City.
  - i. FLC shall provide site location assistance specific to locations within the City limits. Including, but not be limited to, outreach materials, as well as photo files specific to Las Cruces, detailed profiles of City locations, listings of all available accommodations and services within the City, follow up with company representatives, organization of scouting trips, etc.
  - ii. Manage and grow online location database
  - iii. Market locations within city limits to prospective productions through location packages.
  - iv. Location and tech scout assistance.
  - v. Facilitate roundtable meetings between productions and city government.
- f. In order to ensure sustainable economic development, FLC will have secured funding, by written commitment or award letter, from the public or private sector in an amount equal to or greater than \$95,000. The funding shall be exclusive of funding received from the City. If FLC does not meet the performance measures,

FLC will present a workable plan to the City that will demonstrate efforts toward self-sufficiency. Funding received from the City is for payment of services and is not intended to fund the operating costs of FLC, in compliance with N.M. Const. Art. IX §§ 12 & 14.

## II. PERFORMANCE MEASURES

### FLC Performance Measures for FY2023

Objectives	Target
Production Permits	15
Production Days	140
Local Spend \$	\$1,000,000
Film Friendly Vendors	121
Locations	650
Worker Days	825
LC Crew	280

## III. REPORTING

- a. Monthly – FLC shall provide monthly reports along with their respective invoices that will include:
  - i. Economic impacts specific to the City, including but not limited to the number of worker days, direct and indirect workforce employment, and estimated production spend.
- b. Quarterly – FLC shall provide a quarterly progress report to the City Manager or their designee, that will include:
  - i. The number, manner, and method of outreach to productions with the potential to locate film or media production in the City.
  - ii. Inquiries received from entities or individuals; the report shall include the method of communication, the information requested, if the inquiry

## EXHIBIT B

### RATE STRUCTURE & CONFORMED BILLING

OBJECTIVE: As per the agreement between the City and FLC, the table below outlines the agreed upon rate structure and conformed billing categories which will be used when invoicing the City pursuant to the Scope of Services outlined within the Agreement. Any conditions or changes to these categories shall be agreed upon in advance in writing by both parties.

- I. TOTAL CONTRACT NOT TO EXCEED \$95,000 including applicable Gross Receipts Tax for the period of performance.
- II. Cost of services procured:

Film Economic Development Services	Estimated Cost
Promotional Program	\$25,000
Film Permits	\$15,000
Local Film Workforce Development	\$15,000
Local Support Services Listings	\$10,000
City Site Location Assistance	\$30,000
Matching Funds	N/A
<b>Total</b>	<b>\$95,000</b>

- **Promotional Program:** to be billed at an estimated \$2,083.33 monthly, in an estimated amount of \$25,000 annually.
  - **Film Permits:** to be billed at an estimated \$1,250.00 monthly, in an estimated amount of \$15,000 annually.
  - **Local Film Workforce Development:** to be billed at an estimated \$1,250.00 monthly, in an estimated amount of \$15,000 annually.
  - **Local Support Services Listings:** to be billed at an estimated \$833.33 monthly, in an estimated amount of \$10,000 annually.
  - **City Site Location Assistance:** to be billed at an estimated \$2,500.00 monthly, in an estimated amount of \$30,000 annually.
- III. Changes to budget allocation
    - a. FLC may budget 10 percent across line items based on the various types of services being provided and required for the individual companies/requirements during the period of performance without prior City approval.
    - b. Any budget across line items above 10 percent must be requested in writing to the City for approval. This request should include the changes requested along with justification.
    - c. Average hourly rate billed by Film Las Cruces: \$50/hr.