



City of Las Vegas

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

Madam Mayor Tonita Gurulé-Girón

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL AGENDA
July 17, 2019–Wednesday– 6:00 p.m.
City Council Chambers
1700 N. Grand Avenue**

(The City Council shall act as the Housing Authority Board of Commissioners on any matters on the Agenda concerning the Housing Department.)

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **APPROVAL OF MINUTES (June 12th Work Session, June 19th Regular and June 25th, 2019 Special Meeting)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS**
- VIII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- IX. **PUBLIC INPUT**
(not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting)
- X. **PRESENTATIONS (Not to exceed 10 minutes per person)**
- XI. **CITY MANAGER'S REPORT**
- XII. **CONSENT AGENDA**
(Items may be moved to New Business at the request of any Councilor with approval of the Governing Body)
 1. Approval of resolution No. 19-37, establishing the location of Election Day polling places for the Municipal Officer Election conducted in 2020.

Danielle Sena, Deputy City Clerk As per State Statute §1-3-2, A Resolution must be adopted by the Governing Body between June 1 and July 30, 2019.

2. Approval to accept funding through the Department of Finance and Administration to operate the E911 System for the City of Las Vegas and State Police District 2.

David T. Bibb III, Police Chief The Las Vegas City Police Department is requesting approval to accept pass through funding in the amount of \$352,090.00 from the Department of Finance and Administration to operate E911 for the county of San Miguel.

3. Approval to accept funding through the Department of Public Safety to reestablish the Region IV Narcotics Task Force and use funds in overtime to conduct narcotics operations, training and for vehicle maintenance on undercover vehicles.

David T. Bibb III, Police Chief The Las Vegas City Police Department is requesting approval to accept funding in the amount of \$38,905.13 from the Department of Public Safety to conduct narcotic operations as a joint task force within the 2 counties.

4. Approval of Addendum No. 1 authorizing a one year extension on the Emergency Ambulance Services contract No. 2623-13.

Billy Montoya, Fire Chief Contract No. 2623-13 was awarded to Superior Ambulance on February 21, 2018 for a term of 4 years with an addendum to be renewed yearly.

5. Approval of task order for the Peterson Dam replacement project.

Maria Gilvarry, Utilities Director This task order will provide permit, design and construction support services for the Peterson Dam replacement project by engineers AECOM. The project will include one dam structure with a main concrete dam and appurtenant structures (spillway, outlet works, and downstream piping), and other improvements.

XIII. COUNCILORS' REPORTS

XIV. EXECUTIVE SESSION

THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN

MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.

- A. Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**
- B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.**
- C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.**

XV. ADJOURN

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

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

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

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL WORK SESSION MEETING
HELD ON WEDNESDAY, JUNE 12, 2019 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS**

MAYOR: Tonita Gurulé-Girón

COUNCILORS: David G. Romero
Barbara A. Casey
Vincent Howell
David A. Ulibarri, Jr.

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
David T. Bibb III, Chief of Police

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked to pray for the people in Las Vegas who have lost family members and other loved ones and friends who have passed away this last month and also to pray for Las Vegas so that working together they can help the City to grow and thrive and become the true gem that it can be.

APPROVAL OF AGENDA

Councilor Romero made a motion to approve the agenda as presented. Councilor Casey and Councilor Ulibarri, Jr., both seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	David G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

PUBLIC INPUT

Marshall Poole spoke about the animal welfare report for May and advised they took in two hundred and eight animals, returned fifty three animals back to their owner or guardian, adopted twenty six animals locally, and trapped forty seven feral cats and took them for spay and neutering. Mr. Poole advised they transported eighty two cats and dogs to six different agencies in Colorado for adoption. Mr. Poole advised they had two rabies bite holds and the crematory is being repaired. Mr. Poole advised they transported twenty four citizen owned dogs to Santa Fe for twenty five dollars and also hosted a mobile spay and neuter veterinary clinic where they had twenty five animals that day. Mr. Poole advised their volunteer of the month was Ken and Jane who are retired and have transported an estimated amount of twenty five thousand animals to Colorado.

DISCUSSION ITEMS

1. Resolution No. 19-27 assigning official representatives and signatory authority for the SAP 19-D2520-GF grant agreement with the State of New Mexico Environment Department.

Utilities Director Maria Gilvarry advised the resolution is a requirement by the State of New Mexico Environment Department and the grant was provided by the State Legislature for Capital Outlay funding.

Councilor Casey advised corrections needed in the resolution due to spelling and suggested changing on the second sentence of the resolution that states, "Signatory Authority(s) to Signatory Authorities," and changing the next to the last paragraph that states, "Interim Finance Director Tana Vega or successors are the

Authorized Officer to Interim Finance Director Tana Vega or successors are the Authorized Officers.”

The governing body agreed to place the item as a consent agenda item.

2. Reject request for bids #2019-11 for the Valley & Chavez Street gas line replacement

Utilities Director Maria Gilvarry advised in 2018 they started a project to replace a section of gas lines on Valley & Chavez Street and were short staffed at the time which was why they started the process to go out for bids. Utilities Director Gilvarry advised since then they have acquired four more employees in the gas division and staff is confident in doing the project.

Discussion took place regarding a cost analysis for the City staff to do the project.

Utilities Director Gilvarry advised they had two bidders, Hays Plumbing and DUB-L-EE and Hays Plumbing did have a lower bid and the concern with Hays was they weren't actually qualified but were in the process of obtaining their certification.

Utilities Director Gilvarry advised Hays not being certified had nothing to do with her request to reject the bids.

Councilor Howell asked if there would be any legal ramifications for the City since the City didn't actually bid on the project.

City Attorney Esther Garduno-Montoya advised state law provides NMSA 13-1-131, “rejection or cancellation of bids or request for proposals, state law provides that all bids can be rejected in whole or in part when it's in the best interest of the agency or local public body, a determination containing the reasons shall be made part of the procurement plan.”

Utilities Director Gilvarry advised they do add into the bid packages to make bidders well aware that the City can reject all bids.

Discussion and questions took place regarding when and what made Utilities Director Gilvarry decide to reject the bids, what the reason was to go out for bids

in the first place, concerns with employees having experience to do the project, how many employees are needed to do the project and if that will leave other areas short staffed.

Interim City Manager Ann Marie Gallegos advised the departments interact with each other if they need any additional assistance.

Discussion and questions took place regarding reasons for wanting to reject the bids, City staff doing the work when they can, when the project will start, the location and if there will be street cuts and pavement replaced.

The governing body agreed to place the item as a consent agenda item.

EXECUTIVE SESSION

Interim City Manager Ann Marie Gallegos advised there was no need for executive session.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri, Jr., seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David A. Ulibarri, Jr.	Yes
Vincent Howell	Yes	Barbara Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Cassandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, JUNE 19, 2019 AT 6:00 P.M. IN THE CITY OF LAS VEGAS COUNCIL CHAMBERS

MAYOR: Tonita Gurulé-Girón

COUNCILORS: David A. Ulibarri, Jr.
Vincent Howell
Barbara A. Casey
David G. Romero

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
David T. Bibb III, Sergeant at Arms

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Romero asked for a moment of silence to remember those in the community who had recently passed and prayers for Council and all government employees to continue to work for the best interest of the community.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as is. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David G. Romero	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes for May 8th Work Session, May 15th Regular and May 22nd, 2019 Budget Hearing. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
David G. Romero	Yes	Vincent Howell	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

MAYOR’S APPOINTMENTS/REPORTS

None at this time.

MAYOR’S RECOGNITIONS/PROCLAMATIONS

Deputy Clerk Danielle Sena read a recognition on behalf of Mayor Gurulé-Girón and the Governing Body recognizing Miguel Coca for helping Iowa Central College capture a national championship in men’s track and field as a freshman and now holds the prestigious honor of All-American also for his dedication to the sport of track & field and for representing Las Vegas and the State of New Mexico.

Deputy Clerk Sena read recognitions on behalf of Mayor Gurulé-Girón and the Governing Body regarding the Robertson High School Cardinals Baseball Team for winning the 2019 3A State Championship which included the following: Brandon Lucero, Antonio Cordova, Austen King, Antonio Padilla, Jason Gold, Caleb Marrujo, Steven Lovato, Steven Pedro, Isaiah,Ortiz, Kenneth Archuleta, Derrick Montano, Lance Romero, Ace Gonzales, Martin Vigil, Coach Leroy Gonzales, Coach Joel Silva, Coach Kenneth Sandoval, Coach Chris Najar, Coach Jaryd Marquez and Coach Joshua Romero.

Deputy Clerk Sena read recognitions on behalf of Mayor Gurulé-Girón and the Governing Body regarding the West Las Vegas High School Dons Baseball Team for placing Runner-Up in the 2019 3A State Championship which included the following: Antonio Bustamante, Marcos Solano, Sammy Vigil, Jayden Perea, James Archuleta, Estevan Gonzales, Elijah Alarcon, Joaquin Perea, Pablo Leyba, Josiah Baca, Omar Gallardo, Emilio Gonzals, Andres Ulibarri, Jayden Herrera, Roy Pacheco Jr., Manager Roy Pacheco, Asst. Coach Robert Alarcon, Asst. Coach Salvador Archuleta, Asst. Coach Kimberly Barros and Athletic Director Valerie Villa-Lopez.

PUBLIC INPUT

Robert Pearson stated that tomorrow was “World Refugee Day” and spoke in regards to the support for refugees resolution passed by Council in January 2018. He gave a detailed update on the situations of refugees and asylum seekers.

Carrol Pearson asked Council to remember the time the refugee resolution was passed unanimously by them and spoke briefly in regards to the support needed for resettlement of refugees, the vetting process and of a Lebanese family who was still waiting for permission to come to the United States.

Margaret Villanueva spoke briefly regarding some of the rights of asylum seekers, border situations and the asylum seeker process. She advised of several organizations that were assisting asylum seeker families.

PRESENTATIONS

Utilities Director Maria Gilvarry gave a detailed presentation on the 2018 Water Consumer Confidence Report (CCR). She advised that the evaluation for CCR met all EPA Water Quality standards, gave a detailed history report on the Safe Water Drinking Act and advised that the report was published in the Las Vegas Optic, included in Utility bills, pamphlets were handed out and was available on the City’s website.

Brief discussion took place regarding the quality of the City’s water.

Councilor Casey thanked Ms. Gilvarry for the report and thought it was a good information source.

CITY MANAGER’S REPORT

Events Planner Angie Lyster gave a detailed report regarding the 4th of July Fiestas scheduled events.

Councilor Casey asked who came up with the Fiesta theme.

Events Planner Lyster advised that the Mayor came up with the theme.

Councilor Casey stated she was wondering due to it being a more religious theme rather than being focused on Independence Day. She asked in regards to receiving

cash for popcorn sales, was it deposited to the Finance Director on a daily or weekly basis?

Interim Community Development Director Virginia Marrujo advised that it was deposited on a daily basis, due to having other staff assisting with the sales and that the main account for the money would go through Rosita to make it easier to get what they need. She stated that it would go through the committee and that they would be managing the funds although they would keep copies and track of that.

Councilor Casey asked if it would be treated like petty cash.

Ms. Marrujo advised that the committee would have that as a separate account strictly for the Reinas.

Councilor Casey stated that the advertisement for the TA Rodeo stated "cash only" and asked what percentages would they be receiving from Bennett Carnival.

Ms. Lyster advised that regarding the rodeo, the City would collect all gate fees, would have lock bags that they would check out cash in bags every shift and the money would also cover the cost of the buckles.

Councilor Casey asked if there would be security present due to employees dealing with cash.

Ms. Lyster advised that they had not thought of having security.

Councilor Casey advised that they needed to make sure that safety was priority due to having to handle money and asked how they determined how much the City would receive from the Carnival and asked how the City would receive the payment.

Ms. Marrujo advised that the carnival agreement was the same as last year and the City would receive 19% of the sales and informed that in regards to receiving the payment, at the end of the Fiestas, Shayleen would come to City Hall and they would get together, go through tickets and count the money several times and after that..... **Inaudible 47:10.**

Councilor Casey advised that her main concern was the safety of employees in dealing with the money, she thanked everyone for their work and thought that Helen Rivera was a great pick for Grand Marshal, as she did a lot for the community. She asked that typographical errors in the Mayor's letter and misspelling on performers' names on the "visit las vegas" website would be corrected.

Mayor Gurulé-Girón stated that she was usually very careful with mistakes although did not know what had happened and added that no offense to the Optic although every letter and article she sent to them was misquoted and hoped that that would improve.

Mayor Gurulé-Girón addressed Councilor Casey's concerns regarding the choosing of the 4th of July title theme and relating to that she mentioned that she wrote a response & opinion letter to the City in 2012 which was read into the record at that time, regarding a change to the site of the Reina by a former Mayor and stated that Nuestra Senora de Los Dolores originated at Our Lady of Sorrows and should remain. She read her statement into the record as follows:

*-From its very founding, Las Vegas, New Mexico namesake Nuestra Senora de Los Dolores at Las Vegas Grandes has paid tribute to its traditions, for its history and culture by celebrating the Fiesta on or around the 4th of July each year. Originally the Fiesta was celebrated to thank mother nature and for the people to prepare for a planting season which the people would reveal a healthy crop. The church name for the Nuestra Senora de Dolores is not only the namesake of the Virgin but the very founding of the community of Las Vegas, NM in 1835, as a tribute to the church and by extension of the Virgin herself, the very fiesta itself would not exist, were it not for its very start of genesis from the Virgin's name and the initial sponsorship by the church which bears the Virgins' name. To now change the sponsorship or venue in this event is a travesty and insult to the very church itself and the very tradition of the people of Old Town, Las Vegas, New Mexico. A change is to trample on the historical contributions of the very founders of Las Vegas New Mexico, political expediency should not overcome a century and a half **inaudible 54:04** and community heritage and cultural contributions, historically our lady of sorrow has been recognized as the original mother catholic church of Las Vegas, New Mexico. The **inaudible 54:16** Fiesta tradition would this year be marking the 124 years of Fiesta held on or around the 4th of July, the tradition Fiesta kickoff was always initiated by a celebration of holy mass held at the Our Lady of Sorrows church followed by the coronation of the Las Vegas Fiesta Reina for the first time since 1888, this will not happen, the fiestas in 2012 seemed to be kicking off with a parade on Wednesday the fourth and skipping Thursday, and on Friday, July 6th when Fiesta mass is to be held at Immaculate Conception church.that year we broke from the tradition we cannot concede that anyone can say that this is a 124th annual fiesta de las vegas celebration as tradition has now been broken.*

Mayor Gurulé-Girón stated "that year we broke from tradition and we cannot concede that anyone can say that this is a 124th Annual Fiesta de Las Vegas celebration, as tradition has now been broken." She spoke in detail of the

importance of keeping long standing tradition in the community of Las Vegas and that was the reasoning for the theme of the Fiesta parade.

Councilor Howell asked a question on insurance coverage for the Rodeo Days.

Events Coordinator Angie Lyster advised that the Rodeo had their own insurance and advised Councilor Howell that they did meet the dollar value of their insurance.

Councilor Howell asked why the Rodeo had listed that they were not responsible for accidents and felt that was contradictory to what had just been discussed.

Ms. Lyster stated that she did not know.

Interim City Manager Gallegos advised Councilor Howell that they would get an answer to his question and get back to him.

Councilor Romero advised that his same concerns were that of the internal control regarding the rodeo, which were addressed. He asked regarding Bennett's Carnival and only paying cash, why could they not write the City a check?

Interim City Manager Gallegos stated "they did write the City a check last year and it was for \$19,000.00."

Councilor Romero asked if it was cashed.

Interim City Manager Gallegos stated " it was cashed."

Councilor Romero asked "where do we stand budget wise on this?"

Interim Finance Director Tana Vega reported that the total Fiesta budget was \$88,000.00, with the City contributing \$25,000.00 and the rest was collected from vendor fees, sponsorships and added that the City was not expending any funds regarding the popcorn sales, that was through the Fiesta Committee for the Reina.

Councilor Romero had a concern in regards to the payment of main event headliners and stated that two performers were being paid in the range of \$21,000.00 and asked if there was fairness in how they determined how the musicians were paid.

Interim Community Development Director Marrujo advised that they followed the process of previous staff and explained that a scoring scale was used by the Fiesta committee to determine the amounts to be paid to performers which was based on experience and popularity.

Councilor Romero felt that this matter regarding fairness of payment to performers should be looked into for future Fiestas.

Lengthy discussion and questions were asked in regards to the RSW Cruise event and about the 4th of July expenditures.

Interim Finance Deputy Dominic Chavez and Interim Public Works Director Danny Gurule gave a detailed report regarding the demonstration and costs of the Asphalt Zipper and additional equipment if purchased and utilized by the City of Las Vegas.

Councilor Casey advised that she was present at the demonstration, she was very disappointed in the machine although thought the streets department needed something to help in repairing thousands of potholes throughout the city. She advised that they need to focus on purchasing something for that and thought it would be ideal to get local producers of asphalt for the project.

Mayor Gurulé-Girón advised Interim Public Works Director Gurule to set up a demonstration on other equipment that they could purchase as quickly as possible and see if we could acquire funding.

Lengthy discussion took place in regards to acquiring asphalt producers that meet state standards and different equipment that could be considered for pothole repair.

Councilor Howell stated that we should not treat the community like third world community and that they needed to do whatever it took to get our roads in good condition, working with Legislators and spending whatever it took to address the road repair.

Brief discussion took place in regards to temperatures needed for road repair.

Councilor Howell stated that the City needed the proper equipment on hand in order to get repairs done at the right time.

Councilor Romero stated that the investment might seem like a lot although thought that regarding maintenance agreements within city departments, it would offset the costs, longterm.

Mayor Gurulé-Girón stated she agreed with Councilor Romero and felt that they needed to find the right piece of equipment, thought that the zipper was not the right choice and would be a good move to go with the “flameless”.

Interim City Manager Gallegos reported that the CDBG Grant for the Hot Springs Blvd. project-\$750,000.00 had been submitted and was first in the state to submit and complemented the document submitted. She added that the Recreation Center Day Camp Program was housing 150 children and that Carnegie Library provided lunch to them on Wednesdays.

FINANCE REPORT

Interim Finance Director Tana Vega presented the Finance Report for the month ending May 31, 2019 and reported the General Fund revenues were at 95% (\$10,847,659.00) and expenditures at 76% (\$9,891,534.00). She advised that the Enterprise Funds revenues were at 94% (\$15,521,877.00) and expenditures came in at 79% (\$14,151,099.00). Ms. Vega reported the Recreation Center revenues were at 81% (\$541,044.00) and the expenditures were at 70% (525,883.00).

Brief discussion took place regarding the increase in revenue at Recreation Center.

CONSENT AGENDA

Deputy Clerk Danielle Sena read the Consent Agenda into the record as follows:

1. Approval of Resolution No. 19-27 assigning official representatives and signatory authority for the SAP 19-D2520-GF grant agreement with the State of New Mexico Environment Department.

Resolution 19-27 was presented as follows:

**City of Las Vegas
Resolution 19-27**

A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICE(S), SIGNATORY AUTHORITY(IES), AND AGENTS(S)

WHEREAS, the Governing Body of the City of Las Vegas of San Miguel County of the State of New Mexico shall enter into a grant agreement with the State of New Mexico Environment Department and;

WHEREAS, the City Municipal Charter as adopted March 2, 2012, provides for powers and duties of official city representatives related to succession and;

WHEREAS, the agreement is identified as Project Number SAP 19-D2520-GF.

NOW, THEREFORE, BE IT RESOLVED by the named applicant that:

Interim City Manager Ann Marie Gallegos or her successor is authorized to sign the grant agreement for this project, and

Interim Finance Director Tana Vega or successors are the **AUTHORIZED OFFICER(S)** who are authorized to sign all other documents necessary to fulfill the grant agreement and the promissory note requirements and to act as the project contact, and

Interim City Manager Ann Marie Gallegos and/or Interim Finance Director Tana Vega or successors are the **SIGNATORY AUTHORITY (IES)** who are authorized to sign reimbursement requests for this project.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2019.

Mayor Tonita Gurulé-Girón

ATTEST:

Cassandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY:

Esther Garduño-Montoya, City Attorney

2. Approval to reject request for bids #2019-11 for the Valley & Chavez Street gas line replacement.

Councilor Casey made a motion to approve the consent agenda as read into the record. Councilor Howell and Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David A. Ulibarri, Jr.	Yes
Barbara A. Casey	Yes	Vincent Howell	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

BUSINESS ITEMS

1. Approval/Disapproval of Resolution No. 19-17 to transfer vehicles to New Mexico Highlands University Police/Security Department.

Police Chief David T. Bibb III advised that the Las Vegas Police Department wished to transfer four vehicles to New Mexico Highlands University Police/Security Department. The said vehicles (3 Crown Victorias with over 100,000 miles and a 1996 Van) were excess and have no value to the Police Department and would serve a much needed purpose to New Mexico Highlands University Police/Security Department.

Councilor Howell made a motion to approve Resolution 19-17 to transfer vehicles to New Mexico Highlands University Police/Security Department. Councilor Casey seconded the motion.

Resolution 19-17 was presented as follows:

CITY OF LAS VEGAS

RESOLUTION NUMBER 19-17

A RESOLUTION DONATING TWO 2008 FORD CROWN VICTORIA POLICE INTERCEPTOR, ONE 2007 FORD CROWN VICTORIA POLICE INTERCEPTOR, AND ONE 1996 DODGE VAN BELONGING TO THE CITY LAS VEGAS TO NEW MEXICO HIGHLANDS UNIVERSITY POLICE / SECURITY DEPARTMENT AND DIRECTING THE CITY OF LAS VEGAS POLICE DEPARTMENT TO TRANSFER SAID PROPERTY TO NEW MEXICO HIGHLANDS UNIVERSITY POLICE / SECURITY DEPARTMENT.

WHEREAS, the City of Las Vegas wishes to transfer said vehicles to New Mexico Highlands University, and are described as follows:

2008 Ford Crown Victoria Police Interceptor VIN# 2FAFP71V98X139037 – mileage 112605

2008 Ford Crown Victoria Police Interceptor VIN# 2FAFP71V18X139047 – odometer broken

2007 Ford Crown Victoria Police Interceptor VIN# 2FAFP71WX7X126773 – mileage 114447

1996 Dodge Van VIN# 2B74B21Y8TK136005 – mileage 65545

WHEREAS, the following described item is property, which is excess and not needed for any essential government function, it is no longer being used by the City of Las Vegas Police Department.

WHEREAS, when this property is transferred to another agency, it shall be understood that the property listed above may or may not meet current standards. The City of Las Vegas shall not be responsible for any costs associated with bringing said equipment up to standards, and the City of Las Vegas shall be released from any liability associated with this equipment.

WHEREAS, the receiving agency accepts this equipment on an “AS IS” basis, and accepts any and all costs associated with bringing said equipment up to standards prior to placing equipment in to service.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, that the above described item belonging to the City of Las Vegas Police Department is hereby declared excess property and not needed for any City purpose of function and that said property should be transferred.

PASSED, APPROVED AND ADOPTED this ___day of _____, 2019.

CITY OF LAS VEGAS:

Tonita Gurule-Giron, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only

Esther Garduno Montoya, City Attorney

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

2. Approval/Disapproval of Resolution No. 19-26 for the approval of a loan agreement and closing documents between the City of Las Vegas Mexico and the New Mexico Finance Authority that was initiated during the March 20, 2019 Council Meeting.

Fire Chief Billy Montoya advised that the Las Vegas Fire Department was moving forward in replacing and aging Fire Apparatus at an estimated cost of \$403,677.00. The loan amount from the New Mexico Finance Authority is \$219,196.00.

Mayor Gurulé-Girón asked how much of this was received from the Legislature.

Fire Chief Montoya advised that nothing was received from the Legislature for this apparatus, that it would be for the second apparatus.

Councilor Casey asked if the City could afford the \$219,000.00 to pay for the apparatus.

Interim Finance Director Vega advised that the funding to pay off this loan would come from the State Fire Protection Fund (protection monies that are awarded on a yearly basis). She advised that no city monies would be used to pay off the loan.

Councilor Casey had a question regarding page 162 of the loan agreement and read, "*I, Casandra Fresquez, the duly qualified and acting City Clerk of the City of Las Vegas, New Mexico, do hereby certify...*" She stated that she felt that the witness document with Casandra's name on it was a legal document and that the document should reflect whoever would sign it and asked who would sign it being that she was on administrative leave and was not here.

City Attorney Esther Garduno Montoya stated "we have a City Clerk, Casandra Fresquez, we have a Deputy City Clerk Danielle Sena, the Deputy City Clerk signs for the City Clerk".

Councilor Casey asked "shouldn't it not say, "I Danielle Sena as Deputy City Clerk", because she is here to witness all of that, to me this is not being truthful, so I am concerned on a legal document like this, it should reflect accurately and correct, who is signing and what the position of that person is".

Mayor Gurulé-Girón stated that she posed that question to an outside attorney and he said it would be best to leave it there until Council made a final determination on that position.

Councilor Casey stated "we have made a final determination on that position, you are the one who refuses to accept that."

Mayor Gurulé-Girón stated that was in her authority, and initially that was her recommendation and advised that she spoke with Attorney Quinones.

Councilor Romero stated that the main concern was the language “in witness whereof, I have hereunto...” was where his concern was. He stated that Carlos Quinones was an attorney paid by the City for the Mayor, in defense of their suit.

Mayor Gurulé-Girón stated we spent \$80,000.00 on a special audit and maybe that should be looked into, and that was taxpayer money.

Discussion took place regarding the process of signing for the City Clerk.

Councilor Romero asked City Attorney for her opinion regarding this matter.

City Attorney Garduno Montoya stated “my opinion is that the City Clerk is attesting to the signature of the Mayor, I believe what we are doing and I recommend that we do, is that our Deputy City Clerk signs off on it, “*Casanda Fresquez*” and she puts her initials, she has the authority to do that.”

Councilor Romero advised that he was going off of her recommendation and that he trusted her.

Councilor Howell asked for the record, “Madame Attorney, so you're saying that it's legal to do what we're going to do, with having Ms. Sena sign of on it?”

City Attorney Garduno Montoya stated “ yes that's been the practice and is my recommendation she has the authority of deputy city clerk to sign off on it.

Councilor Casey asked “so she would sign *Casandra Fresquez by Danielle Sena Deputy...?*”

City Attorney Garduno Montoya stated “correct”.

Councilor Howell made a motion to approve Resolution 19-26 for the approval of a loan agreement and closing documents between the City of Las Vegas New Mexico and the New Mexico Finance Authority that was initiated during the March 20, 2019 Council Meeting. Councilor Ulibarri, Jr. seconded the motion.

Resolution 19-26 was presented as follows:

Due to the length of document, a complete copy may be obtained at the City Clerk's Office.

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara A. Casey	Yes	David G. Romero	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

3. Approval/Disapproval of Resolution No. 19-31 assuring the available matching funds, amount being \$253,556.00, state \$190,167.00, City \$63,389.00 which is 25% of total cost of Phase II.

Interim Public Works Director Daniel Gurule advised that as part of the Municipal Arterial Program (MAP) Agreement submittal criteria for New Mexico Department of Transportation, a Resolution of support was required for our Local Governing Body assuring matching funds accompany agreement. In complying with the criteria, staff is requesting that this resolution be approved for the Plan, Design, Construction, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements to Mountain View Drive, for this II phase of the project. Budgetary provisions will be made in this Public Works Department, during the 2019/2020 fiscal cycle.

Councilor Casey questioned the conflict between Business Item #3 and Business Item #4, stating that one said we had the funding to meet the \$63,000.00 match and the other said we didn't and wanted to participate in the State waiver, she asked for clarification.

Interim City Manager Gallegos advised that they were prepared to match the funds up to \$63,389.00 although they could apply for a waiver and may be awarded the waiver and we could get fully funded for the project.

Councilor Romero asked that the contact list be updated with the D.O.T.

Councilor Howell made a motion to approve Resolution 19-31 assuring the available matching funds, amount being \$253,556.00, state \$190,167.00, City \$63,389.00 which is 25% of the total cost of Phase II. Councilor Ulibarri, Jr. seconded the motion.

Resolution 19-31 was presented as follows:

**CITY OF LAS VEGAS, NM
RESOLUTION NO.19-31**

A Resolution Supporting the New Mexico Department of Transportation Municipal Arterial Program(MAP) for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction for Mountain View Drive for this second phase of five.

Whereas, the cost of the program stated in this resolution is Two Hundred Fifty Three Thousand, Five Hundred Fifty Six, (\$253,556.00); and

Whereas, the City of Las Vegas Governing Body has declared improvements are needed to Mountain View Drive a necessity for the good and well being of citizens of Las Vegas, New Mexico and to support this Agreement for funding to accomplish the work; and

Whereas, the City of Las Vegas will work in accordance with the funding requirements of the Municipal Arterial program, and will budget \$63,389.00 which is 25% of total cost of project of \$253,556.00.

NOW, THEREFORE, BE IT RESOLVED, by the local governing body of the City of Las Vegas that the Agreement for the above funding be submitted to the New Mexico Department of Transportation.

PASS, APPROVED, AND ADOPTED this _____ day of June, 2019

CITY OF LAS VEGAS

TONITA GURULE-GIRON
MAYOR

ATTEST:

Casandra Fresquez, CITY CLERK

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara A. Casey	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

4. Approval/Disapproval of Resolution No. 19-32 participation in Local Government Road Fund Program and request for Match Waiver administered by New Mexico Department of Transportation (NMDOT).

Interim Public Works Director Gurule advised that the City of Las Vegas had a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by New Mexico State Legislature for the Public Entities in need of "Hardship" match money and the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$63,389.00.

Councilor Casey made a motion to approve Resolution 19-32, participation in Local Government Road Fund Program and request for Match Waiver administered by New Mexico Department of Transportation (NMDOT). Councilor Ulibarri, Jr. seconded the motion.

Resolution 19-32 was presented as follows:

**STATE OF NEW MEXICO
CITY OF LAS VEGAS
Resolution No.19-32
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR
MATCH WAIVER ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) have entered into a Municipal Arterial Program (MAP);

WHEREAS, the total cost of the project will be \$253,556.00, NMDOT share being \$190,167.00 and City of Las Vegas share being \$63,389.00 which is 25% of project;

WHEREAS, the City of Las Vegas proportional matching share shall be \$63,389.00 25% if a "Hardship" for "Match Waiver" is not deemed to be present by the Department of Finance Administration and the NMDOT;

WHEREAS, the City of Las Vegas shall put all costs, which exceed the total amount of \$190,167.00;

WHEREAS, the City of Las Vegas has a limited tax base which limits the funding for meeting the proportional matching share and a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "Hardship";

WHEREAS, the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$63,389.00 to acquire funds;

WHEREAS, the project for the MAP Agreement is to be adopted and has a priority standing for the proportional match waiver toward completion of the project;

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas to enter into the MAP, Control No.L400474, with the NMDOT FY19 Local Government Road Fund Project, for the Plan, Design, Construction, and Construction Management, Pavement Rehabilitation, Drainage and Misc. Construction for Mountain View Drive within the City limits.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF June, 2019

ATTEST:

CITY OF LAS VEGAS

Casandra Fresquez, City Clerk

Tonita Gurule- Giron Mayor

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	David G. Romero	Yes
David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

5. Approval/Disapproval of Resolution No. 19-33 assuring the available matching funds, amount being \$51,053.00, state \$38,290.00, City \$12,763.00 which is 25% of total cost of Phase III.

Interim Public Works director Gurule advised that as part of the Cooperative Agreement submittal criteria for New Mexico Department of Transportation, a resolution of support is required from our Local Governing body assuring matching funds accompany agreement. In complying with the criteria, staff is requesting that this resolution be approved for the Plan, Design, Construction, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvements to West National Avenue, for this III phase of the project. Budgetary provisions will be made in this Public Works Department, during the 2019/2020 cycle.

Councilor Romero made a motion to approve Resolution 19-33 assuring the available matching funds, amount being \$51,053.00, state \$38,290.00, city \$12,763.00 which is 25% of total cost of Phase III. Councilor Howell seconded the motion.

Resolution 19-33 was presented as follows:

CITY OF LAS VEGAS, NM
RESOLUTION NO.19-33

A Resolution Supporting the New Mexico Department of Transportation Municipal Cooperative Agreement (COOP) Control No. L400446 for the Plan Design, Construction Management, Construction, Reconstruction, Pavement Rehabilitation, Drainage Improvements and Miscellaneous Construction for West National Avenue for this third phase of five.

Whereas, the cost of the program stated in this resolution is Fifty One Thousand Fifty Three (\$51,053.00); and

Whereas, the City of Las Vegas Governing Body has declared improvements are needed to West National Avenue a necessity for the good and well being of citizens of Las Vegas, New Mexico and to support this Cooperative Agreement for funding to accomplish the work; and

Whereas, the City of Las Vegas will work in accordance with the funding requirements of the Municipal Cooperative Agreement program, and will budget \$12,763.00 which is 25% of total cost of project of \$51,053.00.

NOW, THEREFORE, BE IT RESOLVED, by the local governing body of the City of Las Vegas that the Cooperative Agreement for the above funding be submitted to the New Mexico Department of Transportation.

PASS, APPROVED, AND ADOPTED this _____ day of June, 2019

CITY OF LAS VEGAS

TONITA GURULE-GIRON
MAYOR

ATTEST:

Casandra Fresquez, CITY CLERK

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

6. Approval/Disapproval of Resolution No. 19-34 participation in Local Government Road Fund Program and request for Match Waiver administered by New Mexico Department of Transportation (NMDOT).

Interim Public Works Director Gurule advised that the City of Las Vegas had a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by New Mexico State Legislature for the Public Entities in need of "Hardship" match money and the City of Las Vegas requested participation in this Match Waiver Program in the amount of \$12,763.00.

Councilor Casey made a motion to approve Resolution 19-34, participation in Local Government Road Fund Program and request for Match Waiver administered by New Mexico Department of Transportation (NMDOT). Councilor Howell seconded the motion.

Resolution 19-34 was presented as follows:

**STATE OF NEW MEXICO
CITY OF LAS VEGAS
Resolution No.19-34
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM AND REQUEST FOR
MATCH WAIVER ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) have entered into a Municipal Cooperative Agreement (COOP);

WHEREAS, the total cost of the project will be \$51,053.00, NMDOT share being \$38,290.00 and City of Las Vegas share being \$12,763.00 which is 25% of project;

WHEREAS, the City of Las Vegas proportional matching share shall be \$12,763.00 25% if a "Hardship" for "Match Waiver" is not deemed to be present by the Department of Finance Administration and the NMDOT;

WHEREAS, the City of Las Vegas shall put all costs, which exceed the total amount of \$38,290.00;

WHEREAS, the City of Las Vegas has a limited tax base which limits the funding for meeting the proportional matching share and a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "Hardship";

WHEREAS, the City of Las Vegas requests participation in this Match Waiver Program in the amount of \$12,763.00 to acquire funds;

WHEREAS, the project for the COOP program is to be adopted and has a priority standing for the proportional match waiver toward completion of the project;

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas to enter into the COOP Agreement, Control No. L400446, with the NMDOT FY19 Local Government Road Fund Project, for the Plan, Design, Construction, and Construction Management, Pavement Rehabilitation, Drainage and Misc. Construction for West National Avenue within the City limits.

PASSED, APPROVED, AND ADOPTED THIS ____ DAY OF June, 2019

ATTEST:

CITY OF LAS VEGAS

Casandra Fresquez, City Clerk

Tonita Gurule- Giron, Mayor

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David A. Ulibarri, Jr.	Yes
Vincent Howell	Yes	Barbara A. Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

7. Approval/Disapproval of Resolution No. 19-36, acceptance of Capital Outlay Grant in the amount of \$652,214.00.

Interim Public Works Director Gurule advised that as part of DFA and the New Mexico Department of Transportation submittal criteria it is required that a resolution of support is required from our Local Governing Body accompanies agreement. In complying with the criteria, staff is requesting that this resolution be approved for the Plan, Design, Construction, Construction Management, Reconstruction, Pavement Rehabilitation, Drainage and Misc. Improvement to Salazar Street and Romero Street from Grant Street to West National Street.

Councilor Ulibarri, Jr. thanked Mr. Gurule for his work and advised that he had lobbied this at the Legislature for the two streets and thanked Senator Campos and Representative Salazar for approving the funding. He thanked Mayor and Council for their help in improving the West side.

Councilor Romero made a motion to approve Resolution 19-36, acceptance of Capital Outlay Grant in the amount of \$652,214.00. Councilor Howell seconded the motion.

Resolution 19-36 was presented as follows:

CITY OF LAS VEGAS, NM
Resolution No.19-36

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM
BY New Mexico DEPARTMENT OF
TRANSPORTATION

WHEREAS; the City of Las Vegas and the New Mexico Department of Transportation (NMDOT) with DFA have entered into an agreement;

WHEREAS; the total cost of the project will be Six Hundred Fifty Two Thousand, Two Hundred Fourteen Dollars, (\$652,214.00) funding to be administered from DFA and NMDOT Capital Appropriations Funds;

WHEREAS; the share amount from DFA and the NMDOT shall be \$652,214.00;

WHEREAS; the City of Las Vegas shall pay all costs, which exceed the total amount of \$652,214.00;

WHEREAS; the City of Las Vegas will abide with the terms and conditions of the Agreement;

NOW THEREFORE, BE IT RESOLVED, by the City of Las Vegas to enter into this Agreement Control Number C4193395, Appropriation ID D3395, with DFA and the New Mexico Department of Transportation Capital Appropriations Funds, Laws of 2019 Chapter 277, Section 40 Subsection 125, for the plan, design, construction, and construction management to Salazar Street and Romero Street from Grant to West National Ave. within the control of the City of Las Vegas, in San Miguel County, New Mexico.

PASSED, APPROVED, AND ADOPTED THIS _____ DAY OF JUNE, 2019.

CITY OF LAS VEGAS

ATTEST:

Casandra Fresquez, City Clerk

TONITA GURULE-GIRON
MAYOR

Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara A. Casey	Yes
Vincent Howell	Yes	David G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

COUNCILORS' REPORTS

Councilor Ulibarri, Jr. stated that in the area of the right of way on Salazar Street to Grant Street, the weeds were very high and asked if they could be addressed, he thanked Public Works Department for their work on the potholes.

Councilor Casey stated to Interim City Manager, that the email she sent to her, was in regards to Code Enforcement drainage issues on 8th & Williams and stated there were mattresses, old couches and trash in the area of 3rd and 4th Streets.

She added that there were abandoned cars parked on Washington Street, between 4th & 6th, creating parking issues and asked if the Senior Citizens vacancies had been filled.

Senior Center Manager Wanda Salazar advised that they had not been filled, they have been attempting to fill those positions although had trouble keeping employees and that those vacancies had been open for about 6 months.

Councilor Casey stated that letters received from Samaritan House, Chamber of Commerce and Hermit's Peak Watershed Alliance were requesting partnerships with the City. She advised that Samaritan House was struggling with funding due to funds being stolen and were asking for \$30,000.00 for next year, Chamber of Commerce asking for collaboration and support to get re-established and Hermit's Peak Watershed Alliance needed \$45,000.00 to complete Phase II Riverwalk revitalization. She stated that they should take a look at the budget to help these endeavors, due to them providing services to the citizens of the city.

Brief discussion took place regarding the Mayor collaborating with the Chamber of Commerce and some funding that had already been provided.

Councilor Casey stated that the area of Highlands University campus, West National from 8th and 12th Streets was in bad shape, an embarrassment to tourists, a bad example of our city and was in dire need of repair. She asked who was responsible for that and made clear that she was not asked by anyone to request this.

Mayor Gurulé-Girón advised that the street in that area was the responsibility of the university, that they receive funding for that and have a contract with Mark Doninguez for repairs.

Councilor Casey wanted to thank the Police Department for all they do as they work in the line of danger and spoke with some officers on a personal level and that she had great respect and esteem for them as well as for Chief Bibb and Deputy Chief Gallegos.

Mayor Gurué-Girón recognized both Chief Bibb and Deputy Chief Gallegos for demonstrating great leadership and mentorship to the Police Department and thanked them all for their hard work.

Councilor Howell informed Public Works Director that the stop sign on Calle Alegre was missing and needed to be replaced and informed that the Chamber of Commerce had been struggling to set up a meeting at Pendaries Resort and would inform to set up meeting to meet with the Mayor here.

Councilor Howell thanked Community Development staff for their hard work on the Fiestas and thought it would be a good turn out.

Councilor Ulibarri, Jr. asked if the sign at the Macario property could be replaced.

EXECUTIVE SESSION

None at this time.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri, Jr. seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Vincent Howell	Yes
Barbara A. Casey	Yes	David A. Ulibarri, Jr.	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL SPECIAL MEETING HELD ON
TUESDAY, JUNE 25, 2019 AT 4:00 P.M. IN THE CITY COUNCIL CHAMBERS**

MAYOR: Tonita Gurulé-Girón

COUNCILORS: David G. Romero
Barbara A. Casey
Vincent Howell
David A. Ulibarri, Jr.

ALSO PRESENT: Ann Marie Gallegos, Interim City Manager
Danielle Sena, Recorder
Esther Garduno Montoya, City Attorney
David T. Bibb III, Chief of Police

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Howell was thankful for the beautiful weather we've been having and asked to please help them do the right thing and for the guidance to be focused for the community.

Mayor Tonita Gurulé-Girón thanked everyone for being there.

APPROVAL OF AGENDA

Councilor Romero made a motion to move Item 8 executive session right after public input. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr,	Yes	David G. Romero	Yes
Vincent Howell	Yes	Barbara Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Councilor Casey made a motion to approve the agenda as amended. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara Casey	Yes
David A. Ulibarri, Jr.	Yes	Vincent Howell	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

PUBLIC INPUT

There was no public input.

EXECUTIVE SESSION

Councilor Romero made a motion to convene into executive session for the purpose of discussing personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978, pertaining to the rehire for the Chief of Police and City Attorney. Councilor Casey seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

Vincent Howell	Yes	Barbara Casey	Yes
David A. Ulibarri, Jr.	Yes	David G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Councilor Romero made a motion to reconvene into regular session after being in executive session to discuss personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978, pertaining to the

rehire for the Chief of Police and City Attorney and advised only those items were discussed. Councilor Casey and Councilor Howell both seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David A. Ulibarri, Jr.	Yes	Barbara Casey	Yes
Vincent Howell	Yes	David G. Romero	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

BUSINESS ITEMS

1. Continuation of professional service contract with Chief of Police, David T. Bibb effective July 1, 2019.

Contracted Attorney Danelle Smith advised the contract would be a continuation of the Chief of Police current contract and proposed the contract be continued until the date of the Organizational meeting after the 2020 election. Contracted Attorney Smith advised under the rules of the charter, the new Mayor has the right to appoint all the four charter officers. Contracted Attorney Smith advised in terms of compensation the suggested amount is \$78,000.

Councilor Casey made a motion to continue the professional service contract with Chief of Police, David T. Bibb at the \$78,000 per annual amount. Councilor Howell and Councilor Ulibarri, Jr., both seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

2. Continuation of professional service contract with City Attorney, Esther Garduno-Montoya effective July 1, 2019.

Contracted Attorney Danelle Smith advised suggesting continuing the contract for the same term until the date of the next Organizational meeting after the 2020 election and in terms of compensation was proposed in the amount of \$105,000.

Councilor Romero asked about the consensus and his concerns in the past and advised for the record Contracted Attorney Smith give her definition of consensus.

Contracted Attorney Smith stated, "When I was in house City Attorney, there were times when the City Council would direct me or ask me to start researching some particular issue."

Contracted Attorney Smith advised several years ago when she was assisting the City in terms of the City Attorney contract she wanted a clause in the contract.

Contracted Attorney Smith stated, "I wanted it to be clear that City Councilors did not have the ability to come to me individually and direct me to start doing work on some particular project."

Discussion took place regarding issues that arise at council meetings but the City Attorney doesn't know the answer because she didn't know the issue would come up.

Contracted Attorney Smith advised she suggested the language and stated, "To give the City Attorney one direction that individual City Councilors cannot go to her and give her direction to start taking a look at some issue."

Contracted Attorney Smith stated, "During an open meeting it is clear there is an unclear issue that she cannot give an opinion about because she was not advised in advance that the issue was going to come up and by simple logic she would know that she needs to take a look at the issue so that the next time it comes up she will have an answer for the City Council."

Contracted Attorney Smith stated, "That to me is what the meaning of consensus provision is."

Mayor Gurulé-Girón asked if it is for legal opinions.

Contracted Attorney Smith advised it is for legal opinions.

Councilor Romero advised, "When an agenda item comes up and there is legal concern that she is not aware of, one person dissents and the rest of the council needs an opinion, it shouldn't stop there."

Mayor Gurulé-Girón stated, “Again this is for legal opinions and not direction to take legal action or file judgements, correct?”

Contracted Attorney Smith stated, “Absolutely, and advised it says specifically to seek to obtain counsel as to a specific matter or legal opinion as to matters of city business.”

Contracted Attorney Smith stated, “If there was ever a time that the City council was actually going to take action they would have to put it on the agenda and vote on it.”

Councilor Ulibarri, Jr., made a motion to continue the professional service contract with the City Attorney, Esther Garduno-Montoya effective July 1, 2019 and Councilor Casey amended the motion to include the salary of \$105,000. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara Casey	Yes
Vincent Howell	Yes	David A. Ulibarri, Jr.	Yes

Councilor Casey advised she appreciated Danelle explaining the consensus and doesn't totally agree with it and doesn't trust that actually happening.

Recorder Danielle Sena re-read the motion and advised that the motion carried.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Howell seconded the motion. Mayor Gurulé-Girón asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Vincent Howell	Yes
David A. Ulibarri, Jr.	Yes	Barbara Casey	Yes

Recorder Danielle Sena re-read the motion and advised that the motion carried.

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 7/3/19

DEPT: City Clerk

MEETING DATE: 7/17/19

ITEM/TOPIC: Resolution No. 19-37, establishing the location of Election Day polling places for the Municipal Officer Election conducted in 2020.

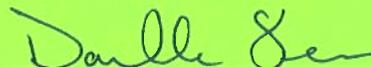
ACTION REQUESTED OF COUNCIL: *Approval/Disapproval of Resolution No. 19-37, establishing the location of Election Day polling places for the Municipal Officer Election conducted in 2020.*

BACKGROUND/RATIONALE: As per §1-3-2, A Resolution must be adopted by the Governing Body between June 1 and July 30, 2019.

STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION:

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



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)



ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NUMBER 19-37**

**A Resolution Establishing the Location of Election Day Polling Places
for the Municipal Officer Election Conducted in 2020**

WHEREAS, pursuant to the New Mexico Statutes Annotated 1978, Section 1-3-2 (2019) in June or July of each odd-numbered year, the Governing Body shall establish polling places and consolidate precincts; and

WHEREAS, the Governing Body of the City of Las Vegas finds that establishing polling places will not result in delays in the voting process, are centrally located along with the Early Voting location and meet the requirements of NMSA 1978, Section 1-3-4 (2019), and will be available to voters of all precincts in the City of Las Vegas to cast a vote at the designated polling place; and

WHEREAS, the Governing Body of the City of Las Vegas finds that the polling places provide individuals with physical mobility limitations unobstructed access to at least one voting machine; and

NOW, THEREFORE, BE IT RESOLVED that:

All precincts and portions of precincts that fall within the municipal boundaries of the City of Las Vegas shall be combined into two polling places.

The Governing Body of the City of Las Vegas designates the Election Day polling places (voting convenience center) for the Municipal Officer Election to be conducted on March 3, 2020 as follows:

Robertson High School Michael Marr Gymnasium
1238 4th Street
Las Vegas, NM 87701

West Las Vegas "Gillie Lopez" Gymnasium
157 Moreno Street
Las Vegas, NM 87701

Early Voting will be conducted in the office of the Municipal Clerk located at 1700 N. Grand Avenue, Las Vegas, NM 87701

PASSED, APPROVED, and ADOPTED this 17th day of July 2019.

Tonita Gurulé-Girón, Mayor

SEAL

ATTEST:

Casandra Fresquez, City Clerk

2020 Municipal Officer Election Key Dates Calendar

Election to be held Tuesday, March 3, 2020

Note: Bolded dates are task for Municipal Clerk. Blank lines below timeframes are for your targeted dates for completion (if different from the deadline dates)

TIME FRAME	DATE	ACTION	STATUTE
	Between June 1 and July 30, 2019	Governing Body may act in place of County Commission regarding establishing polling places and consolidating precincts outlined in 1-3-2	1-22-3.1J
Between 120-150 days prior	Between October 5, 2019 and November 4, 2019	Municipality must notify the Secretary of State of all municipal positions to be filled at the next local government election. NOTE: Recommend governing body adopt an election resolution to identify these positions.	1-22-4B
On 90th day	On December 4, 2019	Secretary of State issues resolution (proclamation) per 1-22-4 NMSA 1978 for a regular municipal officer election	1-22-3.1I
	By January 30, 2020* - Recommend by December 15, 2019	Deadline to submit written request for an alternate early voting site in the municipality from the County Clerk NOTE: If requested, municipality must provide the Ballot on Demand (BOD), supplies and staff to operate the site. Also, site may be operated for less than the full early voting period, if decided between the municipality and the county clerk.	
	By January 30, 2020* - Recommend by December 15, 2019	Deadline to post election calendar changes to municipal website	1-22-3.2A
Prior to 70th day		Municipality must adopt any ordinances and/or resolutions to establish ballot questions NOTE: See the corresponding statutes for timeframes for the type of question being considered (GRT, Bond, Liquor, etc)	
By 70th day	By December 24, 2019	Deadline to submit any ballot questions to the Secretary of State for the Municipal Officer Election Ballot.	1-16-8
Prior to 56th day		Home Rule Municipalities who require nominating petitions must set their deadlines	

TIME FRAME	DATE	ACTION	STATUTE
On the 56th day	On January 7, 2020 9:00 AM and 5:00 PM	Candidate Filing Day - NOTE: To be a candidate, a person must be registered to vote in the district on the date the proclamation calling a local election is filed in the office of the secretary of state (1-22-3B)	1-22-3.1E
On the 49th day	On January 14, 2020 9:00 AM and 5:00 PM	Write-In Candidate Filing Day NOTE: To be a candidate, a person must be registered to vote in the district on the date the proclamation calling a local election is filed in the office of the secretary of state (1-22-3B)	1-22-3.1E
By the 49th day	By January 14, 2020	Last day to withdraw candidacy	1-22-3.1E
By 60th day*	By January 3, 2020 By 5:00 PM Recommend January 14, 2020 by 5:00 PM	Deadline to certify candidate and place name on ballot - NOTE: This will need to be changed - the 60th day is prior to municipal filing day. Recommend change to the 49th day prior to the election.	1-22-10A
23rd day before until the Saturday before the election	Between February 7, 2020 to February 29, 2020	Early voting	1-6-5.7
By 7th day	By February 25, 2020	Deadline for any group of three candidates to file a written notice to appoint watchers for the election	1-22-13A
By 10th day after	March 3, 2020	Municipal Officer Election Day	1-22-3.1A
By 21st day after	By March 13, 2020	Local Canvassing Board (County Commission) meets to canvass election - Municipal Clerk will present results	1-22-15B
First Day of month following election	By March 24, 2020 On April 1, 2020	Secretary of State issues certificates of election to the winning candidates and certifies the passage or defeat of any bond question Term of Office begins for newly elected candidates Note: The oath of office shall be issued before the candidate may enter upon the duties of the office.	1-22-15F 1-22-3.1F
Blackout periods for Special Elections (1-12-71) 70 days prior to or following any statewide election			

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/08/19

DEPT: Police

MEETING DATE: 07/17/19

ITEM/TOPIC: : Approval/Disapproval to accept funding through the Department of Finance and Administration to operate the E911 System for the City of Las Vegas and State Police District 2.

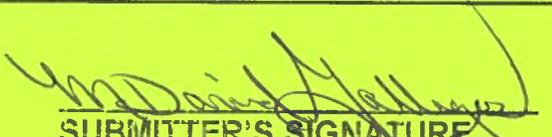
ACTION REQUESTED OF COUNCIL: *Approval/disapproval to accept funds.*

BACKGROUND/RATIONALE: The Las Vegas City Police Department respectfully requests permission to accept funding in the amount of \$352,090.00 from the Department of Public Safety to operate the E911 System for the City of Las Vegas and State Police District 2.

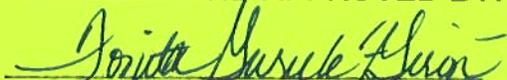
STAFF RECOMMENDATION: Requesting approval to accept funding through the Department of Finance and Administration.

COMMITTEE RECOMMENDATION:

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

MICHELLE LUJAN GRISHAM
GOVERNOR



OLIVIA PADILLA - JACKSON
CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

June 18, 2019

Pamela Sandoval
Las Vegas Police Department
318 Moreno Street
Las Vegas, New Mexico 87701

Subject: Fiscal Year 2020 E-911 Grant Agreement

Dear Ms. Sandoval:

Attached is the City of Las Vegas' fiscal year 2020 (FY20) E-911 Grant Agreement. This Grant Agreement reflects the City of Las Vegas' approved budget by the State Board of Finance for FY20. Please print two (2) originals, have each signed by the City Manager or the Mayor, and return them as soon as possible, preferably before June 30, 2019.

Please send them to:

Jeannette Gallegos
Special Services Bureau Chief
Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, NM 87501

After the Local Government Division (LGD) signs the originals, we will return one original signed grant agreement to you for your records. Once the grant agreement is fully executed, LGD can begin making payments for FY20 expenses.

If you have any questions regarding this matter, please call Jeannette Gallegos at 505-827-4787.

Sincerely,

A handwritten signature in black ink, appearing to read "Donnie Quintana", written over a horizontal line.

Donnie Quintana, Director
Local Government Division

Attachment: FY20 E-911 Grant Agreement

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 20-E-20

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the "**Division**", and the **City of Las Vegas**, hereinafter called the "**Grantee**", and collectively referred to as the "**Parties**".

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the "Act") as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the "Enhanced 911 Requirements" or "E-911 Rules."); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point ("PSAP"), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Points (PSAPs) at the City of Las Vegas and the Department of Public Safety (District 2), which also provides E-911 related services to San Miguel and Mora Counties, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware;

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of "Grantee" in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on May 21, 2019, the State Board of Finance awarded the Grantee \$352,090 for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2019**, through **June 30, 2020**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II - REPORTS

A. **PSAP Annual Report**: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. **Federal 911 Resource Center Report**: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$352,090** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party 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 Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

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

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further, the v gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division, documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: Pamela Sandoval
Title: Commander, Las Vegas Police Department
Address: 318 Moreno Street
Las Vegas, New Mexico 87701

Phone: 505-425-7504 ext. 3105
Fax: 505-425-5046
Email: psandoval@lasvegasnm.gov

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: Jeannette Gallegos, or her successor
Title: Special Services Bureau Chief
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, NM 87501

Phone: 505-827-4787
Fax: 505-827-4948
Email: Jeannette.Gallegos@state.nm.us

Exhibit A

PSAP Annual Report

PSAP Annual Report Form For: _____

Date of Report: _____

Section	PSAP Input
Section 10.6.2.11 D(8)	
PSAP Name	
Date of PSAP Report	
Exact address of the PSAP (No P.O. boxes)	
Number, make, and model of E911 and Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such).	
Type of equipment to include make and model.	
Telephone switching equipment.	
MIS System	
Mapping server	
Radio System	
UPS (for 911 Equipment)	
Back-up Generator	
Version of E911 operating system software.	
Number and type of dedicated/switched voice/data circuits.	
Routing central office and PSAP end office.	
Maintenance control center to include name of company, physical address, telephone number, email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer.	
PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP email address.	
MSAG coordinator name, address, phone number, and email address.	
GIS representative to include physical address, telephone number, and email address.	
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder.	

Section 10.6.2.11 D(9)	
Each PSAP shall maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
Provide the administrative number(s).	
Section 10.6.2.11 D(14)	
The PSAP shall maintain a list of fixed and auto-dial transfer features.	
List of fixed transfers.	
List of auto-dial transfers.	
Section 10.6.2.11 D(18)	
Special circumstances.	
(a) In accordance with the ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. <u>Include a copy of your procedures.</u>	
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. <u>Include a copy of your procedures.</u>	
Miscellaneous Section	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility.	
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s).	

PSAP Annual Report Continued

9-1-1 PSAP Activity-PSAP Input Here			
	Wireline 9-1-1 Calls	Wireless 9-1-1 Calls	Total 9-1-1 Phone Calls
<i>Jul</i>			
<i>Aug</i>			
<i>Sep</i>			
<i>Oct</i>			
<i>Nov</i>			
<i>Dec</i>			
<i>Jan</i>			
<i>Feb</i>			
<i>Mar</i>			
<i>Apl</i>			
<i>May</i>			
<i>June</i>			
Total			
Month Avg.			
Day Avg.			

Exhibit B

Federal 911 Resource Center Report

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

Exhibit C

Expenditure Budget

Grantee:	City of Las Vegas	Grant Award:	352,090
Address:	318 Moreno Street	Project Number:	20-E-20
	Las Vegas, New Mexico 87701	Grant Period:	July 1, 2019 - June 30, 2020
Telephone:	505-425-7504 ext. 3105		
Number of Funded PSAP Positions:		Las Vegas - 3, DPS Dist 2 - 5	

Budget Line Items	Total Budgeted Amount
Capital	
E-911 Equipment Upgrades	16,351
Firewall and Router Equipment	-
Dispatch Software	-
Recorder	-
UPS/Generator	-
Capital Subtotal	16,351
Recurring Network/Managed Services	
Voice Network	105,000
Data MPLS Network	25,119
Wireless Cost Recovery	1,800
Recurring Network/Circuit Subtotal	131,919
Recurring Maintenance	
System Maintenance	165,060
Recurring Maintenance Subtotal	165,060
Services/Training	
911 Related Training	14,000
911 Related GIS	3,000
911 Consulting Services	
GIS Consulting Services	18,360
Interpretive Services	400
Minor Equipment	3,000
Services/Training Subtotal	38,760
TOTAL	352,090

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 07/08/19

DEPT: Police

MEETING DATE: 07/17/19

ITEM/TOPIC: : Approval/Disapproval to accept funding through the Department of Public Safety to reestablish the Region IV Narcotics Task Force and use funds in overtime to conduct narcotic operations, training, and for vehicle maintenance on undercover vehicles.

ACTION REQUESTED OF COUNCIL: *Approval/disapproval to accept funds.*

BACKGROUND/RATIONALE: The Las Vegas City Police Department respectfully requests permission to accept funding in the amount of \$38,905.13 from the Department of Public Safety to conduct narcotic operations.

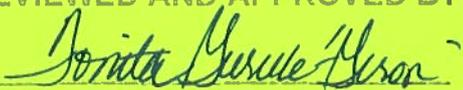
STAFF RECOMMENDATION: Requesting approval to accept funding through the Department of Public Safety.

COMMITTEE RECOMMENDATION:

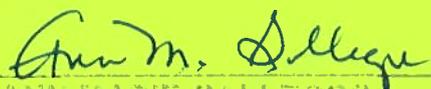
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)



New Mexico
Department of Public Safety

MICHELLE LUJAN GRISHAM
GOVERNOR

MARK R. SHEA
CABINET SECRETARY

TIM Q. JOHNSON
CHIEF / DEPUTY SECRETARY

DR. AUGUST M. FONS
DEPUTY SECRETARY

June 4, 2019

The Honorable Tonita Gurule-Giron
Mayor of Las Vegas
1700 North Grande Ave
Las Vegas, NM 87701

Dear Mayor Gurule-Giron:

On behalf of the New Mexico Department of Public Safety, it is my pleasure to inform you that your application for the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program has been recommended for funding. Based on available federal funding and the application's ranking, the City of Las Vegas, on behalf of the Region IV Task Force, has been awarded **\$38,905.13**. The 2018 JAG grant award will be effective from July 1, 2019 through June 15, 2020.

In addition, all sub-recipients who receive funding may be required to attend the Drug Enforcement Advisory Council (DEAC) Budget Sub-Committee meetings, which are on a quarterly basis, as part of the award agreement.

If you have any questions regarding this correspondence, please contact Sheila McDonald, Management Analyst Supervisor, at (505) 827-9115.

Sincerely,

A handwritten signature in cursive script that reads "Mark R. Shea".

Mark R. Shea
Cabinet Secretary

MS/SMD

Subgrantee Name: City of Las Vegas
Subgrantee Agreement Number: 18-JAG-REG4-SFY20
Award Amount: \$38,905.13
Subgrantee DUNS number: 053297131
Grant Term: July 1, 2019 – June 15, 2020

2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Award

This Sub-grant Agreement made effective July 1, 2018, by and between the New Mexico Department of Public Safety, acting through the Administrative Services Division - Grants Management Bureau (GMB) herein referred to as the "BUREAU" and the City of Las Vegas, serving as the Fiscal/Fiduciary Agency for Region IV Narcotics Task Force as the Program herein, jointly referred to as the "SUBGRANTEE."

WHEREAS, this Sub-grant Agreement is made by and between the Bureau and the Subgrantee, pursuant to and

WHEREAS, The Edward Byrne Memorial Justice Assistance Grant (JAG) Program, specifically authorized under 34 U.S.C. §§ 10151 - 10158, (CFDA #16.738) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures; and

WHEREAS, the New Mexico Department of Public Safety is the designated State Administering Agency (SAA) in New Mexico that may apply for the JAG formula grant and administer funds to other state agencies and local units of government. The Bureau is, therefore, responsible for: coordination of JAG funds among state and local justice initiatives; preparation and submission of the state JAG application; administration of JAG funds including establishing funding priorities; distribution of funds; supervision of the Subgrantees' compliance with all Bureau of Justice Assistance (BJA) special conditions and provisions. The Bureau provides ongoing assistance to Subgrantees; and is responsible for submitting financial reports, programmatic reports, performance measures, any other necessary sub-grant information, and closes out the awards to BJA; and

WHEREAS, it is necessary for the Subgrantee to enter into this Sub-grant Agreement with the Bureau in order to receive and expend funds from the JAG Program for the purpose of implementing activities that qualify for funding under the JAG Program; and

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION ONE: PURPOSE

The purpose of the Agreement is to specify and delineate the rights and duties of the parties hereto as described in the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) grant program solicitation, and any other relevant rules, laws, and regulations. JAG funds may be used for state and local initiatives, technical assistance, training, personnel, law enforcement overtime, equipment, supplies, contractual support, and information systems for criminal justice. The award shall not be used for research and development. The funding for the 2018 JAG award is as follows:

Federal Award Identification Number: 2018-DJ-BX-0302

Award Date: October 1, 2017

Amount Awarded: \$1,638,940

Total Sub-Recipient Pass through: \$1,295,111.13

Federal Award Identification Number: 107000275

CFDA #16.738

The NMDPS is the assigned State Administering Agency (SAA) on behalf of the State of New Mexico for all Byrne JAG funding. As such, the NMDPS is responsible for conducting coordinated and transparent strategic planning, along with the implementation of structural reforms that improve the administration of justice. Strategic planning is utilized to analyze crime trends, evaluate the priorities of all segments of the criminal justice system, set out a plan for reducing crime and victimization, and guide the use of the grant funds. In this role, the NMDPS through the Grants Management Bureau (GMB), provides administrative oversight, monitoring, and programmatic reporting statewide to assure compliance with State and Federal laws and regulations. The NMDPS GMB is responsible for the fiscal management of this award and will provide leadership and technical assistance to all sub-grantees in identifying programmatic needs, preparing JAG sub-grant proposals, and administering JAG sub-grant awards.

The NMDPS in collaboration with the Drug Enforcement Advisory Council (DEAC) have vetted the adoption of two main purpose areas for the 2018 Byrne JAG grant application. Program purpose areas for the FY2018 funding cycle have been limited to:

1. Law Enforcement Programs
2. Prevention and Education Programs

SECTION TWO: SCOPE OF WORK

1. The Subgrantee agrees that it shall implement its program as detailed in their submitted 2018 Edward Byrne Justice Assistance Sub-grant (JAG) Program Application (attached and incorporated herein as Attachment A). Specifically, the Subgrantee shall use grant funds to achieve the following goals and objectives.
 - **Goal #1 – Investigate narcotics related crimes.**
 - **Objective:** by conducting surveillance, gathering intelligence, and initiating consensual encounters.
 - **Goal #2 –Execute impact operations**
 - **Objective:** by increasing officer presence in neighborhoods and through interstate corridors.
2. The Subgrantee agrees to, at a minimum, demonstrate an emphasis on effective, evidence-based strategies that use intelligence and all available data to focus on reducing violent crime and drug trafficking. A detailed program description is incorporated herein as part of the Subgrantee's Application (attached and incorporated herein as Attachment A).
3. The Subgrantee agrees to provide all the necessary qualified personnel, materials, and facilities to implement the program described herein.

SECTION THREE: TERMS OF THIS SUB-GRANT AGREEMENT

1. This Sub-grant Agreement shall become effective July 1, 2019 and shall terminate on June 15, 2020.
2. The Subgrantee may not obligate, expend, or request any funds under this award until a budget reflecting the final award amount has been received and approved by the Bureau; and
3. The Bureau shall evaluate the Subgrantee's program's progress to determine if the Subgrantee is on track to expend funds by the end of the Sub-grant Agreement period. Spending reviews are scheduled to occur at mid-year and after the third quarter of the grantee period. If it appears funds will not be fully expended by the end of

the Sub-grant Agreement period, the Bureau will make a recommendation to the DEAC Budget and Funding Sub-Committee to amend the Sub-grant Agreement's budget in an effort to revert funds. This action may occur prior to the end of the Sub-grant Agreement period to allow for funding to become available for other Subgrantee programs.

- a. If extenuating circumstances exist, applicants may petition DEAC Budget and Funding Sub-Committee for relief of the reversion of un-expended funds.
 - b. Upon review and analysis of the petition, the Budget and Funding Sub-Committee through the Bureau shall forward their recommendation to the Secretary of the Department of Public Safety for disposition.
 - c. In all cases, the Secretary of the Department has the final authority in determining if the reversion shall occur.
4. This Sub-grant Agreement constitutes the entire agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments is not part of this Sub-grant Agreement and not enforceable pursuant to this Sub-grant Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.
 5. In the event that, due to unusual circumstances, it becomes apparent that this agreement cannot be brought to full completion within the time period set forth in this Section, the Subgrantee shall notify the Bureau, in writing, at least forty-five (45) calendar days prior to the termination date of this Agreement to request a Sub-Grant Agreement extension; and

SECTION FOUR: SUBGRANTEE DUTIES AND RESPONSIBILITIES

Subgrantee must adhere to the following duties and responsibilities, and other terms and conditions under this Sub-grant Agreement in order to receive the compensation described in Section Five.

1. Act in the capacity as the fiduciary for this Program.
2. Include the Sub-grant Agreement number on all correspondence and submittals to the Bureau.
3. Have the program commenced and operational within ninety (90) days of the last signatory executing this Sub-grant Agreement. If the Subgrantee's program has not commenced or is not operational within ninety (90) days, the Subgrantee must report in writing to the Bureau the steps taken to initiate the program, the reasons for delay, and the expected starting date prior to the end of the ninety (90) days. Additionally, Subgrantee must obtain an extension, in writing, from the Bureau prior to the end of the ninety (90) days. If an extension is not obtained prior to the ninety (90) days, the Subgrantee's program, at the Bureau's discretion, may be terminated and, if the Program is terminated, the BJA funds allocated to that program will be redistributed to fund other BJA programs.
4. Submit all program-related contracts, subcontracts, agreements, and subsequent contracts to the Bureau for review and approval prior to execution.
5. Provide the Bureau for its review for compliance and approval in writing prior to any overtime being reimbursed, the overtime policy for all participating agency(s), if applicable.
6. Retain all records that pertain to the amount and disposition of the funds from all sources budgeted for the Sub-grant Agreement period, descriptions of all expenditures made, the reason the expenditure was made, and the benefit received by the Subgrantee for the expenditure, the amount and nature of all contributions from other sources, and such other records as the Bureau shall prescribe. Such records shall be preserved for a period of not less than six (6) years following completion of the Sub-grant Agreement.
7. Understand and agree that the Bureau, Department of Justice (DOJ) (including OJP and the Office of the Inspector General (OIG)) and its representatives, and the Government Accountability Office (GAO), shall have

- access to and the right to examine all records (including, but not limited to, books, papers, and documents in any form) related to this award, including such records of any Subgrantee, contractor, or sub-contractor.
8. Understand and agree that the Bureau, DOJ, and the GAO are authorized to interview any officer or employee of the Subgrantee (or of any contractor or sub-contractor) regarding transactions related to this award.
 9. Have both fiscal and programmatic personnel attend trainings when provided by the Bureau.
 10. The Subgrantee agrees they will submit to the Bureau for review and approval any curricula, training materials, or other written materials that will be published, including web-based materials and web site content, or any publications (written, visual, or audio, but excluding press releases, notices, newsletters, and issue analyses) issued by the Subgrantee describing programs funded in whole or in part by this agreement. The Subgrantee shall submit the above-stated material to the Bureau at least forty-five (45) working days prior to the targeted dissemination date or public release.
 11. The Subgrantee agrees to have a representative attend quarterly Drug Enforcement Advisory Council (DEAC) meetings and be able provide a report on program progress if requested.
 12. The Subgrantee agrees to submit the minutes from all quarterly Region Board meetings to the Bureau;
 13. The Bureau reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Subgrantee prior to each visit. Further, the Subgrantee understands that it may be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
 14. Per 2 C.F.R. §200.313 requirements, post-award property standards will continue to be managed for all equipment purchased with Federal grant funds over \$5,000.00. The NMDPS GMB requires that Property/ Equipment Inventory Reports continue to be provided annually by the deadline of January 30 until disposition of all property/equipment purchased with these grant funds, with a fair market per-unit value of \$5,000.00 is transferred, replaced, or otherwise disposed of. No property or equipment shall be disposed of without prior approval by the NMDPS GMB. Records for property and equipment acquired with Federal funds must be retained for (3) three years after the close of the grant award. Title, use, management (including record keeping, internal control, and maintenance), and disposition of equipment acquired by Subgrantee or its Subgrantee(s) with Sub-grant Agreement funds, will be governed by the provisions of NMAC 2.20.1 and 45 CFR 74.34 or 45 CFR 92.32, as applicable.
 15. The Subgrantee should enforce the federal law that protects federal employees against reprisal for whistleblowing. A whistleblower is an employee of Federal contractor, subcontractor or grantee who discloses information that the individually reasonably believes is evidence of gross mismanagement of a Federal contract or grant; gross waste of Federal funds; abuse of authority relating to Federal contract or grant; substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

In addition, under the National Defense Authorization Act of 2013 (NDAA), it is illegal for an employee of a Federal contractor, subcontractor, or grantee to be discharged, demoted or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

In the event that a DOJ contractor, subcontractor and grantee report allegations of what they reasonably believe to be wrongdoing, and believe that retaliation has occurred, they may file a complaint under the NDAA with the OIG which will investigate the matter. Information on how to report suspected reprisal to the OIG is available at: <http://oig.justice.gov/hotline/>.

For further information about whistleblower rights and protections, please see the Whistleblower Protection

page on OIG's website at: <https://oig.justice.gov/hotline/whistleblower-protection.htm>.

16. The Subgrantee agrees that funds received under this award will not be used to supplant State or local funds but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for program activities. The Subgrantee understands that the Bureau will not reimburse any portion of salaries paid for existing general fund employees/staff; and

SECTION FIVE: SUBGRANTEE COMPENSATION AND PAYMENT

1. Upon approval of the Subgrantee's satisfactory completion of all work and services required to be performed under the terms of this Sub-grant Agreement, and in compliance with all other Sub-grant Agreement terms herein stated, the Bureau shall reimburse the Subgrantee a sum up to, and not to exceed **\$38,905.13**.
2. **All payments shall be made on an actual cost reimbursement basis.** The Subgrantee shall submit a completed Request for Reimbursement (RFR) form along with all appropriate supporting documentation.
 - a. RFR forms (found at <https://www.dps.nm.gov/Subgrantee-forms>) shall be submitted to the Bureau for review and approval no later than fifteen (15) days after the end of each month in which there were grant expenditures.
 - b. A Final RFR must be submitted to the Bureau for review and approval no later than thirty (30) days following the termination date of this Sub-grant Agreement. Failure by the Subgrantee to timely submit the final RFR, including all supporting backup documentation, may result in an Administrative Closeout by the Bureau. If an Administrative Closeout takes place, any remaining expenditures may not be reimbursed, which may have a negative effect on Subgrantee's ability to obtain funding in the future.
 - c. If there are no expenditures to claim on an RFR, the Subgrantee is required to complete the RFR coversheet indicating zero expenditures are being claimed for that month.
 - d. No RFR will be processed if, in the judgment of the Bureau, the Subgrantee is in violation of any section of this Sub-grant Agreement.
3. Reimbursement of travel expenses, if applicable, will be reimbursed per the New Mexico State Per Diem and Mileage Act (10-8-1 through 10-8-8 NMSA 1978), Subgrantee's approved travel policy, or the approved federal rates per GSA. Agencies will provide backup to support travel expenditures including but not limited to itemized receipts and/or invoices;
4. Upon the completion of this Agreement, any portion of Subgrantee's unexpended funds revert back to the New Mexico Department of Public Safety;
5. No matching requirement exists for this program.

SECTION SIX: SUBGRANTEE REPORTING REQUIREMENTS

It is necessary for the Bureau to evaluate the progress of the Program, therefore, the Subgrantee is required to complete and submit programmatic reports.

1. The Subgrantee shall submit Quarterly or Semiannual Progress Reports. Progress reports shall be submitted within 15 days after the reporting period ends, for the life of the award to the Bureau for review and approval. The final report will be due no later than fifteen (15) days after expiration of funding. The schedule is as follows:

Quarterly: October 1st – December 31st, Progress Report due by January 15th

Quarterly: January 1st – March 31st, Progress Report due by April 15th

Quarterly: April 1st – June 30th, Progress Report due by July 15th

Quarterly: July 1st – September 30th, Progress Report due October 15th

OR

Semiannual: January 1st – June 30th, Progress Report due July 15th

Semiannual: July 1st – December 31st, Progress Report due January 15th

The Bureau will provide proper guidance for Progress Reports pertaining to this program; and

2. In addition, Quarterly Progress Reports must be submitted for the DEAC Budget & Funding Subcommittee's review prior to each DEAC meeting. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future high-risk designation. The due dates for the DEAC reports will vary depending on the DEAC meeting schedule. The Bureau will provide the due date for DEAC reports to Subgrantees via email prior to each DEAC meeting.
3. The Subgrantee agrees to comply with any additional reporting requirements or information requests imposed by DOJ, NIJ, OJP, OIG, OMB, and the Bureau. The Bureau will notify the Subgrantee of any additional reporting requirements as they are imposed.
4. The Subgrantee understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis;
5. The Subgrantee must collect, maintain, and provide the Bureau data that measures the performance and effectiveness of activities under this award in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by the Bureau. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

SECTION SEVEN: FUND SUSPENSION OR TERMINATION AND OTHER SANCTIONS

The Bureau, by written notice to the Subgrantee shall have the right to terminate this agreement if, at any time, in the judgment of the Bureau the provisions of this agreement have been violated or the outlined program activities do not progress satisfactorily. In this event, the Bureau may demand refund of all, or part of the funds dispersed to the Subgrantee. The Bureau may suspend funding in whole or in part, terminate funding, or impose other sanctions on Subgrantee for the following reasons:

1. Pursuant to 2 C.F.R. §200.339, the Bureau may suspend or terminate funding under this award before the completion of the project funded by this award, for the Subgrantee's failure to comply with the certifications and conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the Subgrantee will be unable to draw down funds until the Bureau determines that the Subgrantee is in compliance;
2. Failing to comply substantially with the requirements or statutory objectives of the appropriate state or federal law, program guidelines issues hereunder, or other provisions of state or federal law;
3. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding;
4. Failing to submit reports required by Section Six; or
5. Filing a false certification with the application, this Sub-grant Agreement, or in other reports or documents.

6. The Subgrantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if Subgrantee is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the Subgrantee is in compliance.
7. Failing to make satisfactory progress toward the goals, objectives, or strategies set forth in the Subgrantee's Application;
8. Failing to adhere to the requirements in this Sub-grant Agreement;
9. This Sub-grant Agreement may be terminated by the Subgrantee upon written notice delivered to the Bureau at least thirty (30) days in advance. Such termination does not nullify Subgrantees obligations already incurred for performance or failure to perform prior to the date of termination. In any event, this sub-grant agreement shall be in effect until completed, unless terminated early pursuant to this Sub-grant Agreement.

Before imposing sanctions, the Bureau will provide reasonable notice to the Subgrantee of its intent to impose sanctions and will attempt to resolve the issue in an expeditious manner.

SECTION EIGHT: SUBGRANTEE CERTIFICATIONS AND CONDITIONS

As a requirement in accepting this award, all Subgrantees must adhere to the following.

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Requirement to Report Duplicative Funding

If the Subgrantee currently has other active awards of federal funds, or if the Subgrantee receives any other award of federal funds during the period of performance for this award, the Subgrantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the Subgrantee must promptly notify the Bureau in writing of the potential duplication, and, if so, requested by the Bureau, must submit a budget revision or program description change grant amendment to eliminate any inappropriate duplication of funding.

6. Requirements related to System for Award Management and Universal Identifier Requirements

The Subgrantee must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The Subgrantee also must comply with applicable restrictions on subawards ("subgrants") to first tier subrecipients (first tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the Subgrantee's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements) and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

7. Requirement to report actual or imminent breach of personally identifiable information (PII)

The Subgrantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Bureau no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

8. All subawards ("subgrants") must have specific federal authorization

Any subrecipient at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization) and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The Subgrantee agrees that all procurement (contract) transactions under this award must be conducted in a manner that is consistent with applicable Federal and State law, and with Federal procurement standards specified in regulations governing Federal awards to non-Federal entities. Procurement (contract) transactions should be competitively awarded unless circumstances preclude competition. All applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the Subgrantee's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award

condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Post award Requirements" in the "DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

The Subgrantee must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to the bureau in the manner (including within the timeframes) specified by the bureau. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

Any training or training materials that the Subgrantee -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/ojptrainingguidingprinciples.htm>.

14. Effect of failure to address audit issues

The Subgrantee understands and agrees that the Bureau may withhold award funds, or may impose other related requirements, if (as determined by the Bureau) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of JAG awards.

15. Potential imposition of additional requirements

The Subgrantee agrees to comply with any additional requirements that may be imposed by the Bureau during the period of performance for this award, if the recipient is designated as "high-risk" following a semi-annual risk assessment or is deemed "high-risk" by the DOJ or the Bureau.

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the Subgrantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the Subgrantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of these prohibitions, the recipient is to contact Bureau for guidance, and may not proceed without the express prior written approval of Bureau.

20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The Subgrantee, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact Bureau for guidance, and may not proceed without the express prior written approval of Bureau.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The Subgrantee, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or Subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the Subgrantee --
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employee or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized to make sub-awards, procurement contracts, or both—
 - a. it represents that—
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The Subgrantee (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross

mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The Subgrantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subgrantee is to contact the Bureau for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Cooperating with OJP Monitoring

The Subgrantee agrees to cooperate with the Bureau and OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with the Bureau and OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The Subgrantee agrees to provide to the Bureau and OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the Subgrantee agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the Subgrantee as a high-risk grantee by the Bureau or DOJ; or termination of an award(s).

26. Use of Program Income

The Subgrantee agrees that all income generated as a direct result of this award shall be deemed program income. Program income earned during the project period shall be utilized, in accordance with Federal awarding agency regulations or the terms and conditions of the award, in one or more of the ways:

1. Added to funds committed to the project by the grant awarding agency and recipient and used to further eligible project or program objectives.
2. Used to finance the non-Federal share of the project or program.
3. Deducted from the total project or program allowable cost in determining the new allowable costs on which the Federal share of costs is based. (when an agency authorizes the disposition of program income as in 1 or 2, program income in excess of any limits stipulated shall be used this way)

All program income must be reported on a monthly basis on the Request for Reimbursement forms.

27. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The Subgrantee (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The Subgrantee (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information or provide detailed justification for why an alternative approach is recommended.

28. Avoidance of Duplication of Networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems, which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

29. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the Subgrantee (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the Subgrantee may be fined as per 42 U.S.C. 3789g(c)-(d). The Subgrantee may not satisfy such a fine with federal funds.

30. Protection of Human Research Subjects

The Subgrantee (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

31. Confidentiality of Data

The Subgrantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

32. Law enforcement task forces - required training

The Subgrantee agrees within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. Subgrantees will be required to provide a copy of their completed task force roster and certificates of completion to the Bureau for audit purposes.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the Subgrantee must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

33. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Bureau prior to obligation or expenditure of such funds.

34. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the Subgrantee (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

35. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a "State or Local government"

In order to validly to accept this award, the Subgrantee must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the State or Local government).

36. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644: ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The Subgrantee may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the Subgrantee must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The Subgrantee has monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for

the reasonable, necessary, and allocable costs (if any) that the Subgrantee, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 110 I mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (OHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law. /7

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

37. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. I, 49,227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 --without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded program or activity) with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

38. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogating any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section IOI of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of[an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such OHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded program or activity) with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

40. Requirement to collect certain information from subrecipients

The Subgrantee may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it **first** obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (OHS) and/or Immigration and Customs, Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

41. Required attendance at BJA-sponsored events

The Subgrantee (and its subrecipients at any tier) must participate in any Bureau or BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

42. Compliance with National Environmental Policy Act and Related Statutes

Upon request, the Subgrantee (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the Bureau or by a subrecipient. Accordingly, the Subgrantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the Subgrantee agrees to contact the Bureau.

The Subgrantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the Subgrantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either
 - (1) result in a change in its basic prior use or
 - (2) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are:
 - (1) purchased as an incidental component of a funded activity and
 - (2) traditionally used, for example, in office, household, recreational, or education environments.
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Subgrantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the Subgrantee's or its subrecipients' existing programs or activities that will be funded by these award funds, the Subgrantee, upon specific request from the Bureau, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

43. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

44. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

45. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NJJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NJJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

46. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

47. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the Bureau and the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

48. Use of funds for DNA testing; upload of DNA profiles

If the Subgrantee utilizes award funds for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from the Bureau in accordance with BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

49. Encouragement of Submission of "Success Stories"

The Bureau and BJA strongly encourage all subrecipients to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

50. Prohibited Expenditures List

The Subgrantee understands and agrees that award funds may not be used for items that are listed on the Prohibited Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure List may be accessed here: <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

51. Controlled Expenditures – Prior Written Approval Required

The Subgrantee understands and agrees that award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions

on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

52. Controlled Expenditures – Incident Reporting

The Subgrantee understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of

- a. any federally acquired Controlled Equipment in the agency's inventory, and
- b. any other controlled equipment in the same category as the federally acquired controlled equipment in the agency's inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: <https://ojp.gov/docs/LE-Equipment-WG-Final-Report.pdf>.

53. Sale of items on Controlled Expenditure List

The Subgrantee understands and agrees that notwithstanding the provision of the Part 200 Uniform Requirements set out at 2 C.F.R. 200.313, no equipment listed on the Controlled Expenditure List that is purchased with award funds may be transferred or sold to a third party, except as described below:

- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it were requesting approval to use award funds for the initial purchase of items on the Controlled Expenditure List.
- b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
- c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

The Subgrantee must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds and must abide by any applicable laws (including regulations) in such disposal.

The Subgrantee must notify the Bureau prior to the disposal of any items on the Controlled Expenditure List purchased with award funds and must abide by any applicable laws (including regulations) in such disposal.

54. Prohibited or Controlled Expenditure – Effect of Failure to Comply

The Subgrantee understands and agrees that failure to comply with conditions related to prohibited or controlled expenditures may result in a prohibition from further controlled expenditure approval under this or other federal awards.

55. Controlled expenditures - Standards

Consistent with recommendation 2.1 of Executive Order 13688, a law enforcement agency that acquires controlled equipment with award funds must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon OJP's request, the recipient must provide

a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

56. Requirement to disclose whether Subgrantee is designated "high risk" by a federal grant-making agency outside of DOJ

If the Subgrantee is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the Subgrantee must disclose that fact and certain related information to the Bureau by email at dps.gms@state.nm.us. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the Subgrantee's past performance, or other programmatic or financial concerns with the Subgrantee. The Subgrantee's disclosure must include the following: 1. The federal awarding agency that currently designates the Subgrantee high risk, 2. The date the Subgrantee was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

57. Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

58. Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

59. Provide Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <http://www.lep.gov>

60. Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of

services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith-based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 201 IO(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

61. Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for subrecipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. The Subgrantee should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, the Subgrantee should consult local counsel in reviewing their employment practices. If warranted, the Subgrantee should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOs) (see below).

62. Comply with the Safe Streets Act

A Subgrantee that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

63. Meeting the EEO Requirement

An EEO is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEO Certification Report or an EEO Utilization Report to the OCR. For more information on whether your organization is subject to the EEO requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEO specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

64. Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR and the Bureau.

65. De-confliction

A Subgrantee shall participate in the case and subject de-confliction process through the New Mexico High Intensity Drug Trafficking Area (HIDTA)/New Mexico Investigative Support Center (NMISC).

66. Neither indirect or administrative costs are authorized under this Sub-grant Agreement and will not be reimbursed.
67. All funds awarded under this Sub-grant Agreement must be used in accordance with federal statutes, regulations, and the terms and conditions of the Federal award.
68. The Subgrantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior approval of the Bureau and OJP.
69. The Subgrantee agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the Subgrantee is a high-risk grantee.
70. The Subgrantee understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition--
 - a. The Subgrantee understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - b. The Subgrantee understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
 - c. The Subgrantee understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations).

SECTION NINE: SUBGRANTEE AUDIT REQUIREMENTS

The Subgrantee agrees to comply with the 2 C.F.R. 200 Uniform Guidance Subpart F Audit Requirements.

1. The Bureau will review the most recent Audit report as a part of subgrantee monitoring; and
2. The Bureau may request that a Corrective Action Plan be submitted in response to audit findings and recommendations disclosed in the report which may impact the fiscal and/or programmatic management of this grant.

SECTION TEN: AMENDMENTS, MODIFICATIONS, AND SEVERABILITY

1. The Subgrantee agrees to make no change in its Application (attached and incorporated herein as Attachment A of this Sub-Agreement), which includes, but is not limited to, Subgrantee's goals and objectives and detailed budget, without complying with the Bureau's amendment procedures provided in this Sub-grant Agreement and upon the receipt of the Bureau's approval prior to any changes being made.

2. Amendments may be submitted by the Subgrantee to request program changes and/or corrections for any programmatic, administrative, or financial change associated with this Agreement;
 - a. Upon receipt of the extension request, the Subgrantee and the Bureau shall review the work accomplished to date and determine whether there is a need or sufficient justification to amend this Sub-Grant Agreement to provide additional time for completion of the program. The maximum allowable extension for any program shall be twelve (12) months. An extension is contingent upon the Bureau receiving authorization for the extension of the grant award from the NIJ.
3. The Bureau, by written notice to the Subgrantee shall have the right to change and/or correct this Agreement, if at any time, in the judgment of the Bureau the provisions of this Agreement require the Bureau to do so; and
4. The Bureau, by written notice, has the right to deny any amendment or budget modification request.
5. If any provision of this Agreement is held to be invalid, illegal, void, or otherwise unenforceable by a court of competent jurisdiction, such provision may be revised by the Parties, insofar as possible, to cure the defect and give maximum effect to their intent in entering into this Agreement. In any event, such invalidity, illegality, or unenforceability shall not affect other provisions hereof, and the remainder of the Agreement shall continue in full force and effect; and

SECTION ELEVEN: SUBGRANTEE REPRESENTATIVE

The grant representatives listed below are the Federal Awarding Agency, State Administering Agency, and Subgrantee representatives' responsible for overall fiscal and programmatic supervision of the approved program.

FEDERAL AWARDING AGENCY

Office of Justice Programs	Andrea Hawkins
807 7 th Street NW	State Policy Advisor
Washington, DC 20531	
Telephone: (202)307-0690	Telephone: (202)514-3904
Email: askOCR@usdoj.gov	Email: Andera.hawkings@ojp.usdoj.gov

STATE ADMINISTERING AGENCY

Department of Public Safety	Samantha Rendon, Management Analyst
4491 Cerrillos Rd.	4491 Cerrillos Rd.
Santa Fe, New Mexico 87504	Santa Fe, New Mexico 87504
	Telephone: (505)827-3427

SUBGRANTEE REPRESENTATIVES

Tana Vega	Beatrice Sena	Steve Pacheco
1700 N. Grand Avenue	1700 N. Grand Avenue	1700 N. Grand Avenue
Las Vegas, NM 87701	Las Vegas, NM 87701	Las Vegas, NM 87701
Telephone: (505) 454-1401x1101	Telephone: (505) 454-1401	Telephone: (505) 425-75040 x 3107
Email: tana@lasvegasnm.gov	Email: bsena@lasvegasnm.gov	Email: steve.pacheco@lasvegasnm.gov

SECTION TWELVE: AUTHORIZATION OF EXPENDITURES

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States if federal funds are involved, or the State Legislature if State funds involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice being given by the Bureau to the Subgrantee. The Bureau is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the Bureau. The Bureau's decision as to whether its funds are sufficient for fulfillment of the Agreement shall be final.

SECTION THIRTEEN: WAIVER

The Bureau or Subgrantee's failure to require strict performance of any provision of this Agreement shall not waive or diminish the right thereafter to demand strict compliance with that or any other provision. No waiver by either 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.

SECTION FOURTEEN: THIRD-PARTY BENEFICIARY CLAUSE

No provision of this Agreement creates in the public, or any member thereof, a third-party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to the provision of this Agreement.

SECTION FIFTEEN: LIABILITY AND NEW MEXICO TORT CLAIMS ACT

The Subgrantee is responsible for any liability associated with the actions or omissions of it or its own employees, including violations of rights and privileges guaranteed under the Laws and Constitution of the United States and New Mexico. Any liability incurred in connection with this Sub-grant Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30, as amended. No provision of this Sub-grant Agreement establishes any waiver of immunity from liability for alleged tortious conduct of any employee of the Bureau or the Subgrantee arising from the performance of this Sub-grant Agreement apart from that set forth in the New Mexico Tort Claims Act.

SECTION SIXTEEN: SEVERABILITY

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

SECTION SEVENTEEN: INSTRUCTIONS AND FORMS

Instructions and Forms necessary to carry out the administration of the grant as outlined in this Agreement can be found at <https://www.dps.nm.gov/Subgrantee-forms>. Forms are incorporated into and made part of this Agreement upon completion.

SECTION EIGHTEEN: GRANT CLOSEOUT

1. The Subgrantee will close-out the award when it determines that all applicable administrative actions and all required work of the award have been completed. This section specifies the actions the Subgrantee must take to complete this process at the end of the period of performance.
 - a. The Subgrantee must submit, no later than 30 calendar days after the end date of the grant period, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

DPS may approve extensions when requested by the Subgrantee and will be determined on a case by case basis.

- b. DPS will make prompt payments to the Subgrantee for allowable reimbursable costs under the award being closed out.
- c. The Subgrantee must account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with §§200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property.
- d. GMB will initiate a site visit closeout upon the closing of the grant period to ensure compliance with federal statutes, regulations and the terms and conditions of the federal award.

SECTION NINETEEN: STATUS OF SUBGRANTEE

The Subgrantee and its agents and employees are not, by virtue of this Agreement, agents or employees of the Bureau, or the State of New Mexico. The Subgrantee, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles or any other benefits afforded to employees of the State of New Mexico as a result of the Agreement.

SECTION TWENTY: ATTACHMENTS AND CERTIFICATIONS

- 1. Attachments listed below are incorporated into and made part of this Sub-grant Agreement.
 - b. Subgrantee's Application (Attachment A)
- 2. The below listed certifications need to be completed and returned to the Bureau along with this Agreement. They are incorporated and made part of this Sub-grant Agreement upon execution.
 - b. Certification of Compliance with Equal Employment Opportunity Plan ((EEO) Requirements (Certification 1)
 - c. Certified Assurances including Uniform Crime Reporting and Supplanting (Certification 2)
 - d. Privacy Certification (Certification 3)
 - e. Overtime Certification (Certification 4)

THEREFORE, the Subgrantee and the Bureau do hereby execute this Sub-grant Agreement as witnessed by the signatures below:

SUBGRANTEE:

By: Tonita Gurule-Giron
 Signature of Certifying Official

Date: 6/20/2019

Printed Name Tonita Gurule-GIRON

Title Mayor

By: David T. Bibb III
 Program Agency Director

Date: 6-21-2019

David T. Bibb III

Chief of Police

Printed Name

Title

DEPARTMENT OF PUBLIC SAFETY:

By: _____
 Signature of Cabinet Secretary/Awarding Official

Date: _____

Mark R. Shea
Printed Name

Reviewed as to legal form and sufficiency, Office of Legal Affairs

By: Elizabeth Trickey
General Counsel

Date: 6-11-19

Elizabeth Trickey
Printed Name

CITY COUNCIL MEETING AGENDA REQUEST

DATE 07/08/2019

DEPT: Fire Department

MEETING DATE: 07/17/2019

ITEM/TOPIC: Addendum No.1 authorizing a one year extension on the Emergency Ambulance Services contract No. 2623-13.

ACTION REQUESTED OF COUNCIL: *Approval of Addendum No.1*

BACKGROUND/RATIONALE: *Contract No. 2623-13 was awarded to Superior Ambulance on February 21, 2018 for a term of 4 years with an addendum to be re-newed yearly.*

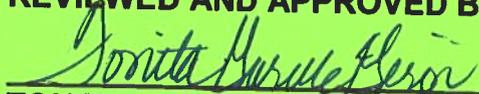
STAFF RECOMMENDATION: Approval

COMMITTEE RECOMMENDATION: N/A

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

Contract# 2623-13

**ADDENDUM (NO. 1)
EMERGENCY AMBULANCE SERVICES**

This Addendum entered into this ____ day of _____ 2019, by and between
the City of Las Vegas, New Mexico, (hereinafter termed "City") and Superior Ambulance.

(Hereinafter termed "Provider"): **WITNESSETH:**

WHEREAS, On _____ Contract No. 2623-13 was awarded to Contractor for
Emergency Ambulance Services pursuant to a Request for Proposals; and

WHEREAS, the Request for Proposals provided that the original contract shall be from
the date Ambulance Services begins service with the intent to continue for three (3) years
renewable yearly and contingent on funding for the term of the contract.

NOW THEREFORE, THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

That the original contract Agreement entered into between the parties by, and the same
hereby can be extended on the anniversary date of the original Agreement between the City and
Provider for one additional year.

**IT IS FURTHER AGREED BY AND BETWEEN THE CITY AND
PROVIDER** that any and all of the remaining provisions of the original contract Agreement
entered into by and between the parties not inconsistent herewith, shall remain in full force and
effect through the extension of this Agreement.

CITY OF LAS VEGAS

Mayor Tonita Gurulé-Girón

ATTEST:

Casandra Fresquez, City Clerk **Date**

REVIEWED AND APPROVED:

Anna Marie Gallegos, Interim City Manager **Date**

Esther Garduno-Montoya, City Attorney **Date**

Superior Ambulance:

Chris L. Archuleta

Executive Director **DATE**

Agreement / Contract
No. 2623-13
City of Las Vegas
Date

**CONTRACT FOR EMERGENCY
AMBULANCE SERVICES**

This Contract made and entered into this 21 day of February 2018, by and between City of Las Vegas, hereinafter referred to as "City" and Superior Ambulance Service, hereinafter referred to as "Provider." The parties hereto determine that the Provider has the expertise to provide the services stipulated under Article 1, "Services to be Provided" and incorporated Attachments, "Attachment A" Scope of Work, and "Attachment B" HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

ARTICLE 1. SERVICES TO BE PROVIDED:

As a condition of the funding described in Article 4, below, the Provider agrees that it will implement, in all respects, the activities outlined in the "SCOPE OF WORK," attached hereto as "Attachment A." The Provider agrees to make no decrease in these services described in this Contract and all incorporated Attachments without first submitting a written request to the City obtaining prior written approval of the proposed change. In addition, the Provider shall:

1. **REQUIRED MEETINGS**

Attend quarterly City of Las Vegas Management Team (CLVMT) meetings as scheduled by the City. In order to facilitate collaboration, attendance at quarterly meetings is mandatory. City of Las Vegas may schedule additional meetings as deemed necessary.

2. **RECORDS RETENTION**

Maintain records of the clients served, as specified by the City, including information about whether the clients are insured or uninsured and their City residency status, gender, age, community location, average age. Such records will be kept by the Provider and will be held available for review by the City. Information will be provided without any violation of HIPAA laws or other confidential laws in effect, within the service area.

3. **HIPAA COMPLIANCE**

The Provider agrees to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA") in the event the Provider receives patient records or information (Protected Health Information as defined by HIPAA). In particular, the Provider agrees to comply with the provisions set forth in "Attachment B" regarding such Protected Health Information. The Provider's obligations under this sub-part shall

survive the expiration or termination of this Contract regardless of the reason for such termination.

4. QUARTERLY ACTIVITY REPORTS

Submit quarterly activity reports, including demographic data, incident reports and an annual report, to the City at the CLVMT meetings. Unless approved otherwise in writing, all required reports will comply with the City formats and requirements. City of Las Vegas may require additional information as deemed necessary.

5. MONITORING

The Provider shall allow the City staff to observe Provider's activities, interview the population served, allow records evaluation and shall provide requested information through the annual audit period for the City (generally up to four months into the following Fiscal Year).

6. COMPLIANCE

The Provider agrees to comply with all applicable Federal and State Laws, Regulations and Orders. The Provider shall also be bound to observe all Ordinances, Resolutions, rules and regulations currently in effect or to become effective in the future to the extent that they do not conflict with the autonomy of the Provider as expressed in this Contract. The Provider shall notify the City, as soon as possible, in writing of any incidents occurring while performing any Ambulance Services that may raise liability issues.

ARTICLE 2. PERIOD OF PERFORMANCE:

The period of performance of this Contract shall be from the date Ambulance Services begins service with the intent to continue for four (4) years, renewable yearly and contingent on funding for the term of this contract.

ARTICLE 3. PLACE OF PERFORMANCE:

The Provider shall perform the required services in the City of Las Vegas or any other location(s) approved by the City.

The Provider shall actively take measures to become knowledgeable with City street names and locations.

The Provider shall actively take measures to become knowledgeable with the Ten (10) Codes used by the City's dispatch system (PSAP).

ARTICLE 4. REQUIRED NUMBER OF AMBULANCE UNITS:

Superior Ambulance must maintain a response plan for the City of Las Vegas. It should consist of a minimum daily staffing level of three (3) dedicated ambulances for the City of Las Vegas at all times. A minimum of two (2) emergency response ambulances and one (1) combination emergency and non-emergency ambulance shall be utilized in the day to day operation within the City of Las Vegas to meet the current need for services. At least one of these ambulance units in service shall have 4x4 driving capabilities. The Provider agrees to staff the third (3rd) ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and non emergency/interfacility transports. A procedure for non-emergency, non-911 responses shall be established that will not interfere with the emergency staffing levels. Non-emergency response requests should be answered by Albuquerque dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so as not to deplete emergency services in the City of Las Vegas, stable non-emergency transports that are going into or coming from the City of Las Vegas to other points and places outside of the City, should be conducted by their Albuquerque or Santa Fe units when available. For non-emergency transportation services within the City of Las Vegas, local available ambulances will conduct such transports, provided that units are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

In cases when a non-emergency transport is needed for patients to points outside the City of Las Vegas, and by assigning an ambulance to conduct a transport that will impact the services in the City of Las Vegas, the Provider shall delay the transport and assign the transport to one (1) of their other operations, so not to impact services within the City. Additionally, if the transport is deemed an emergency to another facility outside the City, the Provider shall dispatch a local ambulance, and will supplement coverage with a Pecos unit, or will have the Pecos unit intercept the Las Vegas Ambulance so that the ambulance can quickly be put back into service.

Should any or all of the three (3) Ambulance units available for service within City Limits become unserviceable; the Provider agrees to replace the unit(s) with a fully equipped and operational unit(s) within two (2) hours of unserviceability.

ARTICLE 5. COST AND PAYMENT:

The total amount of the Contract for the period of performance specified above shall not exceed the amount specified below and annually funded by the City for the term covered by this Contract. Payment to the Provider shall be made in the course of the Contract period of performance in:

Twelve (12) equal monthly installments of \$14,583.33 per calendar year

Contract amount: \$175,000.00 per calendar year

ARTICLE 6. NOTICE: Any notices made pursuant to this Contract shall be sent to:

FOR THE CITY:

**Ann Marie Gallegos,
Interim City Manager
City of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701**

FOR THE PROVIDER

**Chris L. Archuleta
Executive Director and CEO
Superior Ambulance Service
P.O. Box 6482
Albuquerque, NM 87197**

ARTICLE 7. ASSIGNMENT OF CLAIMS:

The Provider shall not assign nor delegate any interest in this Contract or transfer any interest or for money due or to become due under this Contract, without the written consent of the City.

ARTICLE 8. HOLD HARMLESS:

The Provider shall hold harmless, indemnify and defend the City and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs, and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider's negligence or intentional acts, errors or omissions in the Provider's performance under this Contract. The Provider's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the Contract, for negligence, acts, error or omissions to act occurring during the term of this Contract.

ARTICLE 9. INSURANCE:

For the duration of the Contract and until all work specified in the Contract is completed, the Provider shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated herein, and as required by the Public Regulation Commission of New Mexico. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance (and/or Endorsement) , signed by the insurance agent for the Provider and returned to the City, which Certificate or Endorsement shall include evidence of the right of the City of Las Vegas to notice of non-payment or and notice of cancellation, with this signed Contract. If, for any reason, any material change occurs in the insurance coverage during the course of the Contract, such change will not become effective until thirty (30) days after the City has received written notice of such change.

1. The insurance policy (policies) shall be written and the certificates(s), returned with this Contract, shall reflect that:

- a. All insurance required is in effect.
- b. The City is an additional insured on the Provider's general liability policy, if required, with respect to activities under the Contract and shall include evidence of the right to notice of nonpayment or and notice of cancellation to the City of Las Vegas
- c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- d. The insurance afforded therein shall be primary insurance and any insurance or self-insurance of the City shall be excess and not contributor insurance.
- e. Waiver of subrogation on workers compensation in favor of City.

2. Provider shall obtain insurance of the types described below from an insurer with an A.M. Best rating of not less than A-VII. Provider must return any required insurance documents, including declarations page with limits stated below, with this signed Contract in order to place it into effect.

ARTICLE 10. RESPONSE TIME, PENALTIES AND EXEMPTIONS:

The Provider will meet the performance standards and be subject to penalties as outlined herein for failure to meet those standards. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more units are committed to the same standby at any time. Penalties will not be assessed when the City of Las Vegas Management Team determines that a response time failure was substantially caused by one of the following circumstances:

- 1. Incorrect or inaccurate dispatch information;
- 2. Material change in dispatch location;
- 3. Disrupted voice or radio transmissions not caused by the Provider's error, negligence, or inadequate maintenance;
- 4. Scheduled or unscheduled CAD failure;
- 5. Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)
- 6. Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
- 7. Periods of unusual system overload, defined as:

- a. greater than two simultaneous or overlapping emergency / urgent responses within the City of Las Vegas; or
 - b. greater than four simultaneous or overlapping emergency / urgent responses within the City of Las Vegas and mutual aide areas; or
 - c. Two responses dispatched within ten (10) minutes of one another
8. Severe weather conditions which impair visibility or create significant unsafe driving conditions;
9. Organized labor actions outside of the Provider's organization which intentionally delay response times or impair service delivery capabilities;
12. Delays caused by a facility being unable to receive a patient; or
13. A reasonable decision by the Provider representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advice by a public safety official;
14. Any delay caused by unusual circumstances that the Provider can reasonably document, which will be reviewed by the City of Las Vegas Management Team on a case by case basis and accepted or rejected by the City Manager following a recommendation from the City of Las Vegas Management Team.

Provider shall be made aware of any failure to meet compliance standards at the above named meeting and will have thirty; (30) days from the date of the compliance meeting to lodge any written protest regarding contested calls. All protests shall be evaluated and final determination shall be made by City Manager or designee within the next thirty (30) days as to the status of the protest. Provider shall be notified of any penalty assessed against it by the end of this second thirty (30) day period and shall have no more than ninety (90) days from the date of the original compliance meeting to remit any penalty payment due. The City shall not assess any penalty later than ninety (90) days after the compliance meeting at which an out of compliance determination was made. Relief to the above time frames may be granted by the City Manager on a "case by case" basis and in response to a written request by Provider.

Response Times:

Provider's response time for requests for emergency medical services shall be dispatched by the local PSAP, and shall meet the following performance standards:

- a. Provider's response times shall be calculated on a monthly basis for reporting purposes to determine compliance using percentile response time measurements. Response times for months with low call volume (less than 100 calls per month) shall be calculated once the Provider has responded to 100 calls.
- b. Provider's response time for Services in the Primary Service Area shall meet the requirements of 7 minutes. Provider shall be assessed a penalty if response time compliance falls below 90%.

PENALTY ASSESSMENT:

Penalties will be assessed based upon the following:

Reporting and Calculating Response Compliance:

Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the City of Las Vegas Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the Provider including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

- A. **Penalties:** Individual response penalties of \$250.00 per response may be assessed for each individual response time, which exceeds the individual maximum response time. Any penalty assessed may be appealed in accordance with attachment "C"

COMPLIANCE STANDARDS:

The Provider must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, and of the City of Las Vegas in the performance of its duties under this Contract, including the standards of the National Integrated Incident Management System. The City may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this Article. The Provider shall not enter into any Mutual Assistance Agreement without the written approval of the Agreement by the Governing Bodies.

ARTICLE 11. TERMINATION OF CONTRACT.

The initial contract FY 2017/2018, based on this Contract can be extended for three (3) one (1) year periods upon approval of the City. The Provider may refuse to agree to extend this Contract based on demonstrated financial inability to continue to provide the services. In this event, the Provider shall give the City six (6) months notice in advance of the end of the existing contract period and shall provide documentation of the financial

inability. The City may refuse to review or extend the Contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of Contract termination, the Provider shall be reimbursed for completed work that is approved by the City. In no event shall the dollar amount exceed the amount of the Contract. The City is responsible for payment to Provider for any and all services actually rendered by Provider to City under this Contract.

ARTICLE 12. NO AUTHORITY TO BIND CITY.

The Provider agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Provider has express written authority from, the City Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 13. CONFLICT OF INTEREST.

The Provider warrants that it presently has no interest, and shall not acquire any interest during the term of this Contract, which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the City and appropriate action acceptable to the City shall be taken. The Provider's failure to inform the City of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the City.

ARTICLE 14. INDEPENDENT CONTRACTOR.

Nothing in this Contract is intended or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Provider as an agent, representative or employee of the City for any purpose or any manner whatsoever. The Provider and its employees shall not accrue leave, retirement, insurance or any other benefits afforded to employees of the City. Provider's employees, servants, agents, or representatives are not and shall not be deemed employees of the City and shall not bind the City in any respect.

ARTICLE 15. PROCUREMENT CODE:

The Procurement Code, 13-1-1 through 13-1-199, NMSA 1978, as well as the City's Procurement Code Resolution No. 12-24 imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE 16. AMENDMENTS:

This Contract shall not be altered, changed or amended except by written instrument signed by both parties.

ARTICLE 17. SOVEREIGN IMMUNITY:

By entering into this Contract ,the City and its “public employees” as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any defense, or any limitations of liability pursuant to law. No provision of this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE 18. WAIVER:

Any waiver of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by Law.

ARTICLE 19. MERGER OR PRIOR AGREEMENTS:

This Contract incorporates all the conditions, agreements and understanding of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 20. PARAGRAPH HEADINGS:

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 21. THIRD PARTY BENEFICIARY:

It is agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Contract.

ARTICLE 22. PERSONAL LIABILITY:

No elected or appointed official, employee, servant, agent or law enforcement officer of the City shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility

ARTICLE 23. GOVERNING LAW:

This Contract shall be construed in agreement with the laws of the State of New Mexico. The Provider shall also comply with all applicable federal and local laws, ordinances, and the rules and regulations of the City.

ARTICLE 24. BINDING EFFECT OF AGREEMENT:

Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors to the Contracting parties.

ARTICLE 25. SEVERABILITY:

If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if either party can no longer carry out the purpose of the Contract, the Contract is voidable and no damages shall accrue to either party.

ARTICLE 26. NON-APPROPRIATION:

The City's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments. If the City does not appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Provider. The City's determination that sufficient funds have not been appropriated is firm, binding and is not subject to review.

ARTICLE 27. SUBCONTRACTING:

The Contract is based on the personal skills and reliability of the Provider. The Provider shall not subcontract any portion of the services to be performed under this Contract without prior written approval of the City. Notices of any intent to subcontract must be delivered to the City name/address noted in Article 5, and written approval by the City shall be obtained, prior to entering into any subcontracted agreement.

ARTICLE 28. NOTICE TO PROCEED:

It is expressly understood that this Contract is not binding upon the City until approved and signed by the City Manager, and further, that the Provider is not to proceed with its obligations under the Contract until the Provider has received a fully signed copy of the Contract.

ARTICLE 29. DUPLICATE ORIGINALS:

This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

ARTICLE 30. COMPLIANCE WITH GOVERNING LAW:

This Contract shall be construed in agreement with the Laws of the State of New Mexico. The Provider shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Provider shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Provider shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended {20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)}, which prohibit discrimination on the basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 31. CUSTOMER SERVICE STANDARDS:

Provider agrees to establish and maintain Customer Service Standards that ensure equal treatment, with dignity and respect, of all customers and/or patients. Provider shall make available to City its Customer Service Standards and Customer Service Inquiry Process.

ARTICLE 32.

This Contract award is made as a result of a Request for Proposals issued by the City pursuant to the requirements of the New Mexico Procurement Code, Section 13-1-1 through 13-1-199, *et seq.*, NMSA 1978, as well as the City's Procurement Code Resolution 12-24 relating to the procurement of professional services.

ARTICLE 33.

This Contract including all attachments was approved in open public session by the Governing Body of the City of Las Vegas on _____, 2018 which public entities authorized their City Manager to execute the Contract.

Effective Date: 2/21/18

CITY OF LAS VEGAS

Ann Marie Gallegos
Ann Marie Gallegos, Interim City Manager

SUPERIOR AMBULANCE

Chris L. Archuleta, Director

CITY CLERK

Cassandra Fresquez
Cassandra Fresquez, City Clerk

APPROVED AS TO FORM ONLY:

Daniel J. [Signature]
City Attorney

Regular

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/28/19

DEPT: Utilities

MEETING DATE: 07/19/19

ITEM/TOPIC: Peterson Dam replacement project task order from engineering firm AECOM.

ACTION REQUESTED OF COUNCIL: Approval / Disapproval of task order for the Peterson Dam replacement project.

BACKGROUND/RATIONALE: This task order will provide permit, design, and construction support services for the Peterson Dam replacement project by engineers AECOM. The project will include one dam structure with a main concrete dam and appurtenant structures (spillway, outlet works, and downstream piping), and other improvements.

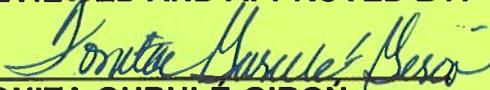
STAFF RECOMMENDATION: Approval of task order for the Peterson Dam replacement project.

COMMITTEE RECOMMENDATION: This item was discussed at the Utility Advisory Committee meeting held on July 8, 2019. Their recommendation will be provided at the Council Meeting.

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


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


TONITA GURULE-GIRON
MAYOR


ANN MARIE GALLEGOS,
INTERIM CITY MANAGER

TANA VEGA, INTERIM
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

ESTHER GARDUNO-MONTOYA,
CITY ATTORNEY
(ALL RESOLUTIONS, ORDINANCES
& CONTRACTS MUST BE
REVIEWED)

Peterson Dam Replacement Project

Scope of Work, Schedule, and Budget

Introduction

The following presents AECOM's scope of work, schedule, and budget to provide permit, design, and construction support services for the Peterson Dam Replacement Project. The project will include one (1) dam structure that includes a main concrete dam and appurtenant structures (spillway, outlet works, and downstream piping), and other improvements. The project will be designed assuming that the project will be constructed with an empty reservoir and that the City of Las Vegas' (City) water supply will be provided by other sources during the estimated one year construction schedule. The following presents more details of the project components:

1. **Main Dam** - The existing 50-foot-high arch dam will be replaced with a new 60-foot-high arch or curved gravity dam constructed of mass concrete or roller compacted concrete (RCC), respectively. The type of dam (i.e. RCC or mass concrete) will be selected based on further concrete mix design that will be performed part of this scope of work. The existing outlet works will be demolished and a new outlet works will be constructed integral with the new dam. The outlet works will be designed to accommodate flow in both directions (i.e. bi-directional flow) to allow filling and discharge through the same pipe. A spillway will be constructed over the center of the new dam with a downstream stilling basin, both sized to handle the Inflow Design Flood (IDF) without overtopping the dam abutment sections.
2. **Downstream Conveyance System** - The reservoir is filled by an existing pipe located along the north rim of the reservoir. The pipe is exposed along the left dam abutment and connects to the outlet works discharge pipe downstream of the dam. The existing system will need to be modified to accommodate the new dam configuration. These improvements will include relocating the pipe starting at the upstream end of the reservoir, around the left dam abutment, and then will tie into the outlet works discharge pipe in a below ground valve structure. The system's controls will be integrated within the City's SCADA system to allow remote operations along with manual operations at the dam.

The project will be designed and constructed in conformance with the New Mexico Office of the State Engineer (OSE) Rules and Regulations Governing Dam Design, Construction and Dam Safety (Rules), 19.25.12 NMAC, dated December 31, 2010.

Scope of Work

The project will be performed in four phases due to funding constraints and Bradner Reservoir renovation construction schedule. The City will need to have the Bradner Reservoir operational prior to starting the reconstruction of Peterson Dam. It is anticipated that the Bradner Reservoir will be fully operational by June 2019. Final construction completion is scheduled for April 2019. The phases include 1) Phase 1 - Preliminary Design, 2) Phase 2- Environmental Permitting, 3) Phase 3 - Final Design, and 4) Phase 4 - Construction Engineering.

Phase 1 - Preliminary Design

Task 1.1 – Project Management

AECOM will perform project management activities to ensure the completion of the design and construction within the project schedule and the contract budget. Project management activities will include contract administration, coordination of AECOM's team, coordination with the City and others, development, and implementation of a quality assurance and control process, development and maintenance of the project design schedule, and communication of project status and issues for prompt resolution with the City. AECOM's Project Manager will attend scheduled meetings as detailed below, and as required, to accomplish the project goals.

AECOM's Project Manager will schedule and conduct a kick-off meeting within 15 days of receipt of the Notice to Proceed with the project. The primary agenda item to be addressed during the kick-off meeting shall be the project management plan and selected design concept. Services performed by AECOM and construction documents prepared by AECOM will be in conformance with the requirements of OSE Rules. Specific project management activities included in this scope of services are detailed in the following tasks:

Task 1.1.1 Project Management Plan

AECOM will prepare a Project Management Plan that will serve as a guide and describe the work plan, schedule, budgets, and other project details. The Project Management Plan shall include a project overview, a copy of this scope of services along with task and subtask budget breakdowns, a summary of project objectives, the project organization and responsibilities, a contact list, a description of project communication guidelines, a preliminary project schedule, and a narrative description of critical task sequencing and linking logic that is embedded into the project schedule to easily identify critical points and milestones in the schedule that may affect the overall schedule. The draft project plan will be reviewed at the kick-off meeting.

Deliverables: Draft and final Project Management Plans and kick-off meeting minutes.

Task 1.1.2 Quality Assurance/Quality Control Program

AECOM's Project Manager shall establish and monitor the project Quality Assurance/Quality Control (QA/QC) procedures and milestones. A QA/QC plan will be prepared detailing major submittals and their review prior to submittal. The plan will be included with the Project Management Plan.

Deliverables: Draft and final QA/QC Plans.

Task 1.1.3 Project Schedule Development, Maintenance, and Reporting

AECOM will develop a detailed project schedule using MS Project to manage its efforts. The draft schedule will be presented at the kick-off meeting. The schedule will be updated as needed or otherwise required. Schedule status will be reported on a monthly basis by hard copy schedule updates as a part of invoicing.

Deliverables: Initial and monthly project schedule updates in hard copy and electronic (.mpp and PDF) format.

Task 1.1.4 Budget Monitoring and Reporting

The detailed project schedule will be cost and resource loaded by task, allowing AECOM's Project Manager to monitor actual project progress by task against the scheduled progress. Each task budget will be updated on a biweekly basis and reported by AECOM on a monthly basis as a part of invoicing.

Deliverables: Monthly budget updates with invoicing.

Task 1.1.5 Invoicing and Progress Reporting

AECOM's Project Manager shall submit an invoice at milestone deliverables. The accompanying budget status report will indicate level of completion for each task through the end of the invoice billing period.

Deliverables: Monthly invoices and progress reports.

Task 1.2 Preliminary Design

The project includes the main concrete dam and appurtenant structures (i.e. spillway, outlet works, and downstream conveyance system). The results of the previous studies (surveys, geotechnical and geologic investigations, dive inspections) will be used to develop the preliminary design of the concrete dam to replace the existing arch dam.

Task 1.2.1 Preliminary Engineering Analyses - Concrete Dam

AECOM will prepare the preliminary design (30% design level) for the replacement dam so that a budget level cost can be developed. Engineering analyses will be performed to adequately define the project features. Structural, hydraulic, and geotechnical analyses will be performed to support the design of the dam, outlet works, spillway, and conveyance system. The preliminary design will be performed using the finite element software program ANSYS and verified using ADSAS (U.S. Department of the Interior, Bureau of Reclamation's *Arch Dam Structural Analysis System*) and gravity analysis spreadsheets. The following will be performed:

1. Foundation design will include the analysis of its properties, required preparation, grouting requirements, and seepage cutoff requirements.
2. Evaluate different sections of the dam to assess the stability along the axis of the dam, and how cross-canyon interaction may affect the structural behavior of the dam, and select a preferred configuration. Task 1.2.3 presented below for RCC Mix Design Investigations will be completed concurrently with evaluating configurations for the new dam.
3. Evaluate the usual (normal), unusual (inflow design flood), and extreme (earthquake) loading conditions. The extreme load will be evaluated using pseudo-static and pseudo-dynamic methods.
4. Evaluate the stability against overstressing, overturning, and sliding using the results from the structural analyses.
5. Revised flood hydrology will be used for the design of the appurtenant structures.
6. Geologic Baseline Report will be finalized.
7. Spillway hydraulic analysis will include the spillway components including weir, discharge chute, and dissipating structure; spillway hydraulic profile; rating curve; and downstream tailwater rating curve.
8. Outlet works hydraulic analysis will include hydraulic sizing of outlet works components including inlet and outlet structures (i.e. downstream valve structure), development of the outlet works hydraulic profile, and developing a rating curve for varying gate opening versus reservoir elevations.
9. The final spillway rating curve, outlet works rating curve, and freeboard height will be incorporated in a reservoir routing analysis to verify the configuration of the dam and appurtenant structures. A reservoir evacuation study will be performed to determine the outlet pipe diameter that will meet OSE Rules during an emergency evacuation of the reservoir.
10. Dam structural analysis will be performed for the spillway training walls, spillway cutoff walls, steel pipe for the outlet works, and inlet and outlet structures of the outlet works.
11. Construction methods will be investigated to determine the most practical approach for on-site

wasting of excavated material, construction sequencing, maximizing reservoir storage with excavation, construction techniques to avoid environmental permitting issues.

12. Dam instrumentation design.

13. SCADA and electrical control systems to operate the outlet works and reservoir fill system.

Deliverables: Engineering analyses and calculations presented in appendices of the Final Design Report.

Task 1.2.2 Preliminary Engineering Analysis - Downstream Conveyance System

The existing fill system running along the present north reservoir rim will need to be reconfigured due to the construction of the new dam. The piping running along the left dam abutment will need to be relocated along with a new valve structure located at the dam toe. AECOM will perform system hydraulics, structural, geological, geotechnical, and electrical analyses to size and layout the conveyance system.

Deliverables: Engineering analyses and calculations presented in appendices of the Final Design Report.

Task 1.2.3 RCC Mix Design Investigations

A critical task for the RCC alternative will be to develop the RCC mix design to ensure acceptable in-place physical properties, and to optimize cement content and the utilization of site materials. The first key task component will be to identify and obtain regional commercial aggregate supply sources and probable regional commercial supply sources of cement and fly ash. During this identification, the availability and performance of low heat cements should be evaluated for consideration in the mix design as it relates to the anticipated thermal design of the dam. Target mix properties and proportions will then be developed that are expected to meet anticipated design criteria.

AECOM will meet with the City staff to discuss the RCC Mix designs and present the dam configurations for consideration. AECOM will work with the City to determine the preferred configuration.

Deliverables: Draft and final mix design plans for the project using local materials sources.

Task 1.2.4 Preliminary Design Drawings

Preliminary design drawings (30% level design) will be developed for the concrete dam and its appurtenant structures, downstream conveyance system, and other project improvements. The drawings will be prepared in the latest version of AutoCAD in standard 22-inch by 34-inch size paper, and will meet OSE Rules. AECOM will perform quality control checks and constructability reviews. Any change in design concepts or construction methods identified during the design will be communicated directly to the City and the OSE for concurrence.

Deliverable: Thirty-percent level design drawings.

Task 1.2.5 Preliminary Design Probable Construction Cost Estimate

AECOM will develop a construction cost estimate for the preliminary design. The cost estimate will be developed based on quantity takeoffs estimated from the drawings. AECOM will assemble the quantity estimates and estimate construction cost for the project features. Pricing for construction quantities will be based on AECOM's database for material costs and prevailing wage rates for New Mexico. Appropriate contingencies will be applied, based on the level of the design when the estimate is conducted. AECOM will prepare a bid schedule, estimate the quantities of the items in the bid schedule, estimate the unit prices and lump sum prices for construction of the project, and prepare an estimated construction schedule. For the construction cost estimate, AECOM will assume that the project will be bid on a competitive basis.

Deliverable: Budget level cost estimate.

Task 1.3 – OSE Submittal and Coordination

AECOM will prepare the preliminary design for Peterson and will submit the preliminary design to the OSE for input and review. OSE will not issue a construction permit but will provide preliminary comments on the design. AECOM will then incorporate the OSE comments into the preliminary design.

Deliverables: Preliminary design documents as stated above.

Phase 2 – Environmental Permitting

Task 2.1 – Project Management

AECOM will perform project management activities to ensure the completion of the design and construction within the project schedule and the contract budget. Project management activities will include contract administration, coordination of AECOM's team, coordination with the City and others, development, and implementation of a quality assurance and control process, development and maintenance of the project design schedule, and communication of project status and issues for prompt resolution with the City. AECOM's Project Manager will attend scheduled meetings as detailed below, and as required, to accomplish the project goals.

Specific project management activities included in this scope of services are detailed in the following tasks:

Task 2.1.1 Project Management Plan

The Project Management Plan developed in Phase 1 will be updated as required for Phase 2.

Deliverables: Updated Project Management Plan.

Task 2.1.2 Quality Assurance/Quality Control Program

AECOM's Project Manager shall monitor the project Quality Assurance/Quality Control (QA/QC) procedures and milestones. The QA/QC plan will be updated as required for the Phase 2 work. The plan will be included with the Project Management Plan.

Deliverables: Updated QA/QC Plan.

Task 2.1.3 Project Schedule Development, Maintenance, and Reporting

The schedule developed in Phase 1 will be updated as needed or otherwise required. Schedule status will be reported on a monthly basis by hard copy schedule updates as a part of invoicing.

Deliverables: Initial and monthly project schedule updates in hard copy and electronic (.mpp) format.

Task 2.1.4 Budget Monitoring and Reporting

The detailed project schedule will be cost and resource loaded by task, allowing AECOM's Project Manager to monitor actual project progress by task against the scheduled progress. Each task budget will be updated on a biweekly basis and reported by AECOM on a monthly basis as a part of invoicing.

Deliverables: Monthly budget updates with invoicing.

Task 2.1.5 Invoicing and Progress Reporting

AECOM's Project Manager shall submit an invoice at milestone deliverables. The accompanying budget status report will indicate level of completion for each task through the end of the invoice billing period.

Deliverables: Monthly invoices and progress reports.

Task 2.2 – Environmental Permit

This task presents AECOM's scope of work to provide permitting support for the Peterson Dam Enlargement Project. The purpose of this work is to acquire the necessary environmental approvals from

the U.S. Army Corps of Engineers (USACE) and other agencies to construct the dam raise. The approvals are required based on our current understanding of the Project and the guidance AECOM received from the USACE on similar dam and reservoir projects in New Mexico, including an agency meeting held on March 20, 2015 with the City of Las Vegas. It is recommended that a pre-application meeting be held with the USACE prior to commencement of permitting activities to confirm permitting requirements for the Project. AECOM does not guarantee how the USACE and other agencies will respond to the City's request for permits; thus, the services outlined below may be modified based on the direction received at the pre-application meeting. Additionally, an agency meeting and other agency coordination will likely be required to discuss mitigation requirements, particularly for cultural resources.

The following permitting scope includes: 1) development of the necessary submittal documents for the authorization of a Clean Water Act Section 404 Individual Permit from the USACE and Section 401 Certification from the New Mexico Environment Department (NMED), 2) conduct activities required to satisfy National Environmental Policy Act (NEPA) compliance, 3) conduct a cultural resources survey and 4) conduct floodplain permitting activities including preparation of a Conditional Letter of Map Revision (CLOMR) submittal to FEMA.

Permitting Assumptions:

- Species survey will not be conducted under this task.
- A wetland delineation will not be conducted under this task.
- No migratory bird nest surveys are included in this task.
- With the exception of the new survey area for cultural resources in the exposed reservoir, no new GIS field data will be collected.
- One Pre-Application meeting will be held with the USACE (Permitting Lead will attend in person and technical personnel will attend via phone).
- One agency meeting will be held with the USACE and other agencies (possible the SHPO and NMED) to confirm mitigation requirements (Permitting Lead, biologist and cultural resource specialist will attend).
- There are no adverse impacts to federally listed T&E species and/or the Project will not impact critical habitat for any federally listed species.
- The Project will be in compliance with State water quality requirements and will not require additional consultation for Section 401 Certification.
- NEPA compliance will not include the preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS).
- Scoping or other public meetings will not be held.
- No other federal (i.e., access or special use permits, etc.) or state permitting will be required beyond the 404/401 Permit and the CLOMR.
- No more than 20 unique comments will be received on 404 Permit.
- No more than 50 acres will require cultural resource field survey
- The cultural resource survey will find no more than five sites and five isolated occurrences.
- The scope of cultural resource mitigation is dependent on USACE and SHPO negotiation. Estimating mitigation efforts, which could be costly, is premature at this time and is not included in the current scope and estimated budget.

Task 2.2.1 Clean Water Act Section 404 and 401 Permitting

Numerous field surveys have been conducted at the Peterson Dam and Reservoir site as summarized in the table below:

Date Completed	Study Name	Company
November 2010	Peterson Reservoir Pumpback Project Wetland Delineation Report	Permits West
October 2011	Peterson Dam Pumpback Project Biological Assessment Report	AECOM
November 2011	Peterson Dam Rehabilitation Project Wetland Delineation Report	URS
December 2011	Peterson Dam Rehabilitation Project Preliminary Biological Assessment/Biological Evaluation	URS
August 2011	Peterson Dam Rehabilitation Project Southwestern Willow Flycatcher Survey Report	URS
November 2013	Cultural Resources Survey for the City of Las Vegas Bradner Reservoir Expansion Project in San Miguel County, New Mexico	SWCA

The biological and wetland reports prepared by URS (a.k.a AECOM) in 2011 evaluated resources associated with a 120 acre-foot reservoir enlargement. Similarly, the cultural resources report prepared by SWCA in 2013 included a survey area around Peterson Reservoir that may capture an enlarged storage site. Thus, it is assumed that some of the information documented from the previous field surveys may be applied to the currently proposed enlargement project. Since the data in the previous biological and wetland reports were analyzed more than 5 years ago, however, the biological and wetland reports will be revised to reflect current regulatory information and the new project description. No new species surveys or wetland delineation surveys will be conducted under this task, rather, the information contained in the previous reports will be field verified during a site reconnaissance visit. Likewise, AECOM will field ground truth the findings in SWCA's cultural resources report within the reservoir enlargement area. AECOM will conduct new surveys, however, for the reservoir area exposed as part of the draw down required for construction activity. The cultural resources surveys are described in more detail below.

AECOM will prepare permitting documents and conduct the agency coordination necessary to obtain a Section 404 Individual Permit and 401 Certification for the enlargement project. Specifically, AECOM will:

- 1) Participate in a pre-application meeting with the USACE and determine the permitting requirements.
- 2) Prepare the following submittals:
 - a) A ENG Form 4345 application for an USACE Individual Permit for analysis of impacts from the enlargement project
 - b) A Section 404(b)1 guidelines compliance analysis
 - c) A wetland functional assessment
 - d) A Mitigation Plan for the Project describing compensation for impacts to wetland and surface water features
 - e) A list of adjacent landowners
 - f) A letter submittal requesting verification of analysis of effects to federally listed threatened and endangered species, including supporting documentation.
 - g) A letter submittal verification of analysis of effects to historic and cultural resources

- 3) Coordinate with other agencies [e.g. Fish and Wildlife Service, State Historic Preservation Officer (SHPO), FEMA/San Miguel County] as needed based on guidance from the Corps in an attempt to obtain regulatory clearances in relation to the 404 Permit.
- 4) Assist the USACE in reviewing and/or responding to comments on the 404 permit application.

Deliverables: Notes from the pre-application meeting, Individual Permit Application (submitted to USACE and NMED) including supporting documentation described above, Revised Biological Assessment/Biological Evaluation Report (including verification of Southwestern Willow Flycatcher habitat), Revised Wetland Findings Report

Task 2.2.2 National Environmental Policy Act (NEPA) Compliance

Compliance with the National Environmental Policy Act (NEPA) is required for the enlargement project due to the federal nexus with filling jurisdictional waters of the U.S. The USACE will be the lead federal agency for NEPA compliance. Under this task, AECOM will prepare a Decision Document and submit it to the USACE for review. The Decision Document will consist of information pertaining to Purpose and Need, the Proposed Action, affected environment, impacts and mitigation. The USACE will validate the Decision Document and prepare a Finding of No Significant Impact (FONSI), assuming no significant impacts result from the enlargement project.

Deliverables: Draft Decision Document (submitted to USACE), responses to USACE comments.

Task 2.2.3 Cultural Resources Survey and Report

The Agua Pura Company constructed the Peterson Dam in 1910-1911 to supply water to the city of Las Vegas, town of Hot Springs, New Mexico State Hospital, and county buildings, schools, and parks. Water was diverted by an open canal and series of flumes from the Gallinas River to Peterson Reservoir. Peterson Dam was listed in the State Register (SR 571) in 1977. The dam and its diversion system, including diversion canal and associated flumes, were recorded in 2002 as LA 136139 and recommended as eligible for listing in the National Register of Historic Places (NRHP) under Criterion D. A re-survey of the dam and reservoir in 2010 recommended LA 1316139 eligible for the NRHP under Criterion A. SWCA surveyed the property in 2013 and documented five features in addition to seven previously recorded features. The site boundary for SR 571/LA136139 includes the dam, reservoir, and a large area north of the dam. SWCA concurred with prior evaluations that the site is eligible for the NRHP under Criteria A and Criteria D and recommended that LA 136139 be subsumed under SR 571, because all of the site components are part of the Peterson Dam water system.

The City of Las Vegas plans to replace the existing Peterson Dam with a larger dam, which will expand the size of the reservoir. In conjunction with reviewing an application for a Clean Water Act Section 404 permit, the USACE will comply with Section 106 of the National Historic Preservation Act (NHPA) by considering potential effects of the undertaking on historic properties (i.e., any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion, in the NRHP) within the area of potential effects (APE) for direct or indirect project effects. AECOM will assist the USACE and City of Las Vegas in complying with Section 106.

Compliance with Section 106 involves the completion of five major tasks:

1. Agency Coordination

AECOM would consult with the USACE and, at the direction of the USACE, with the SHPO to delineate an appropriate APE for direct and indirect effects, and determine the level of effort needed to support USACE compliance with Section 106. That determination would involve consideration of the extent and adequacy of prior surveys, and the need for additional survey in any part of the APE that has not been previously surveyed, such as Peterson Reservoir itself once the water has been drawn down. Such decisions could have a substantial effect on the level of effort assumed in developing this scope and budget.

As the study progresses, AECOM would coordinate with the USACE to discuss the NRHP eligibility of cultural resources identified within the APE and the effect of the proposed undertaking on properties determined to be eligible for the NRHP. AECOM understands that the USACE is responsible for making determinations of eligibility and effect and would consult with the SHPO to seek concurrence with USACE determinations. The USACE is also responsible for consultation with other interested parties, including government-to-government consultation with tribes that might have traditional cultural affiliation with the project area. AECOM is prepared to assist the USACE with the tribal consultations, but the USACE could pursue those consultations independently and we have not included any consultation support in our effort and budget estimate.

2. Background Research

AECOM will review the New Mexico Cultural Resource Information System (NMCRIS), a geographic information system database maintained by the New Mexico State Historic Preservation Division (HPD), to supplement and update as necessary, the review of prior cultural resource studies and recorded cultural resources that SWCA prepared in 2013 for a cultural resource survey of nearby Bradner Reservoir, which covered part of the APE of the Peterson Reservoir Enlargement Project. Pursuant to HPD rules, the records review area would include the APE and a surrounding buffer 0.3 mile (500 meters) wide.

3. Field Survey

For the purposes of estimating effort and budget, it was assumed that approximately 50 acres might need to be surveyed or resurveyed for cultural resources. A cultural resource survey crew would conduct the survey by walking transects at intervals no more than 50 feet (15 meters) apart to identify and record archaeological and historical resources approximately 50 years old or older. When such resources are found, they would be evaluated to determine whether they warrant recording as an archaeological site, historic building or structure, or an isolated find. Archaeological sites would be recorded on NMCRIS Laboratory of Anthropology forms, and historic buildings and structures would be recorded on NMCRIS Historic Cultural Property Inventory (HCPI) forms. The coordinates of all finds would be collected with a handheld global positioning system instrument so they can be plotted on U.S. Geological Survey 7.5- minute topographic quadrangles and project maps for planning purposes. Features would be described and documented with photographs and artifacts would be characterized but not collected. The survey crew would visit all previously recorded cultural resources within the APE and note and photograph the current condition of each resource.

4. Report

When the fieldwork has been completed, AECOM will draft a report of the investigations for submittal to the client and the regulatory agencies. The report would be prepared pursuant to USACE and SHPO standards. The report will discuss environmental and cultural history background information, document the records review and the methods and results of the fieldwork, formulate recommendations of NRHP eligibility of cultural resources found, assess potential effects of the project undertaking on any historic properties, and recommend measures for avoiding, reducing, or mitigating any adverse effects. LA and HCPI forms will be appended to the report. AECOM would submit the draft report to the client and USACE, make revisions in response to comments, and prepare and submit a final report for USACE to use in consulting with the SHPO.

5. Mitigation of Effects to the Peterson Dam and Associated Facilities

Because Peterson Dam and associated facilities are listed in the State Register and considered eligible for listing in the NRHP, the undertaking almost certainly will result in an adverse effect, but the USACE would make the effect determination in consultation with the SHPO. This would

require the USACE to execute a Section 106 memorandum of agreement (MOA) that would stipulate treatment measures to resolve the adverse effect before the USACE can make a decision at the conclusion of the NEPA process. Compilation of Historic American Building Survey/Historic American Engineering Record documentation or similar documentation might be a form of treatment. Because the USACE and SHPO might consider other mitigation measures, there is no realistic basis at this time for scoping and estimating mitigation effort and cost. Therefore, this scope includes identifying potential mitigation measures based on discussions with the USACE, but the actual development of a mitigation plan would be completed under a separate scope of work.

Task 2.2.3 Deliverables: Draft and Final Cultural Resource Survey Reports pursuant to SHPO and USACE guidelines, completed HCPI and LA Site Forms with maps and photographs.

Task 2.2.4 Floodplain Permitting and CLOMR

Peterson Reservoir is shown as a Zone A floodplain area on Panel 35047C0475D of the Flood Insurance Rate Map for San Miguel County, New Mexico and Incorporated Areas, dated December 3, 2010. It is anticipated that the proposed improvements associated with the Peterson Dam Replacement Project will include construction within that Zone A regulatory floodplain.

San Miguel County participates in the National Flood Insurance Program (NFIP) and has adopted floodplain management criteria in the form of a Flood Damage Prevention Ordinance. Therefore, floodplain permitting coordination is required when any construction occurs within a mapped floodplain. Floodplain permitting is also a required element of the USACE's Section 404 permitting process.

In accordance with the minimum requirements of the NFIP, should the proposed improvements result in an increase or shift in the extents of the Zone A (100-year) floodplain shown on the FIRM, a Conditional Letter of Map Revision (CLOMR) submittal to FEMA, to obtain the agency's comment on the proposed impacts of the project, is required. This scope assumes that a CLOMR submittal will be required.

San Miguel County has a prescribed floodplain permitting process that includes submittal of a permit application, along with supporting documentation and analyses. These same analyses and documentation would support a CLOMR request. The CLOMR request would also require an application and submittal fee. AECOM will prepare Existing and Proposed Conditions hydrologic and hydraulic analyses for the 100- year flood event at Peterson Reservoir, map the resulting floodplains, and prepare the supporting documentation needed for the floodplain permit application and CLOMR submittal.

AECOM has prepared this scope based on the project information and permitting information available at this time. The estimated level of effort is based on that information and our experience completing this permitting process on other projects. This scope includes a limited amount of time to address one round of FEMA review comments on the CLOMR submittal. All preliminary review submittals will be made in electronic format. The FEMA CLOMR submittal will be made in electronic format, consistent with FEMA's online submittal requirements. AECOM has included the \$7,000 initial review fee as a pass-through cost. FEMA's current fee schedule indicates that additional review hours are charged \$60 per hour. The fee estimate will be revised once they are known and the City will be notified prior to submitting.

Deliverable: One hard copy of the final CLOMR submittal, each, to San Miguel County and the City.

Task 2.3 – USACE Submittal and Coordination

AECOM will prepare the required permitting documentation and will submit the permit application to the USACE to gain the appropriate permit for the project.

Deliverables: Permit documents as stated above.

Phase 3 – Final Design

The following scope of work is based on the assumption that an RCC dam, and supporting appurtenant structures, will be designed for the project.

Task 3.1 – Project Management

AECOM will perform project management activities to ensure the completion of the design and construction within the project schedule and the contract budget. Project management activities will include contract administration, coordination of AECOM's team, coordination with the City and others, development, and implementation of a quality assurance and control process, development and maintenance of the project design schedule, and communication of project status and issues for prompt resolution with the City. AECOM's Project Manager will attend scheduled meetings as detailed below, and as required, to accomplish the project goals.

Specific project management activities included in this scope of services are detailed in the following tasks:

Task 3.1.1 Project Management Plan

The Project Management Plan developed in Phase 1 will be updated as required for Phase 3. **Deliverables:** Updated Project Management Plan.

Task 3.1.2 Quality Assurance/Quality Control Program

AECOM's Project Manager shall monitor the project Quality Assurance/Quality Control (QA/QC) procedures and milestones. The QA/QC plan will be updated as required for the Phase 3 work. The plan will be included with the Project Management Plan.

Deliverables: Updated QA/QC Plan.

Task 3.1.3 Project Schedule Development, Maintenance, and Reporting

The schedule developed in Phase 1 will be updated as needed or otherwise required. Schedule status will be reported on a monthly basis by hard copy schedule updates as a part of invoicing.

Deliverables: Initial and monthly project schedule updates in hard copy and electronic (.mpp) format.

Task 3.1.4 Budget Monitoring and Reporting

The detailed project schedule will be cost and resource loaded by task, allowing AECOM's Project Manager to monitor actual project progress by task against the scheduled progress. Each task budget will be updated on a biweekly basis and reported by AECOM on a monthly basis as a part of invoicing.

Deliverables: Monthly budget updates with invoicing.

Task 3.1.5 Invoicing and Progress Reporting

AECOM's Project Manager shall submit an invoice at milestone deliverables. The accompanying budget status report will indicate level of completion for each task through the end of the invoice billing period.

Deliverables: Monthly invoices and progress reports.

Task 3.2 Final Design

Task 3.2.1 Final Design Report

A final design report will be prepared for the project components following OSE Rules. The report will document geologic and geotechnical information and data; design criteria related to geotechnical, hydraulic, structural, electrical, and other project aspects; design of the project elements; and supporting documentation and calculations. The report will also include the development of the instrumentation plan, construction schedule, and cost estimate.

Deliverables:

- Draft and final design reports presenting the assumptions, methodologies, and results of the hydraulic, structural, geotechnical, and mechanical analysis used to design the project features.
- Final documents will be delivered in hard copy and PDF format.

Task 3.2.2 Final Design

The preliminary engineering structural, hydraulic, geotechnical, electrical, and other analyses will be finalized to support the design of the concrete dam, spillway, outlet works, downstream conveyance, and other project components.

Deliverables: Draft and Final Design Report sections presenting the assumptions, methodologies, and results for the final design analyses so that the construction documents can be prepared for the project.

Task 3.2.3 Final Construction Drawings

Construction drawings will be developed for preparation of the construction documents. It is anticipated that 70 drawings will be completed for the project. The drawings will be prepared in the latest version of AutoCAD in standard 22-inch by 34-inch size paper, and will meet OSE Rules. The final construction drawings will be stamped and signed by a professional engineer licensed in the State of New Mexico. During the design, AECOM will perform quality control checks and constructability reviews. Any change in design concepts or construction methods identified during the design will be communicated directly to the City and the OSE for concurrence. In order to complete the design within the schedule, we propose to submit design drawings and specifications in three formal submittals:

- **60% submittal.** The 60% design will show the general layout of primary construction components, but lacks construction controls and details. The purpose of this submittal is to allow the opportunity to review the concepts prior to full development of the drawings.
- **100% submittal.** This submittal will contain the final drawings that include construction controls and details and are ready for OSE submittal for approval.
- **Bid-ready submittal.** This submittal includes the final completed drawings ready for bidding. All of the review comments from the City and the OSE will be addressed in this submittal.

Deliverables:

- 60%, 100%, and bid-ready construction drawing submittals.
- Bid-ready documents will be delivered in hard copy and PDF format, and will be used for bidding.

Task 3.2.4 Final Project Specifications

AECOM will prepare specifications in standard Construction Specification Institute (CSI) format and in Microsoft Word. It is anticipated that 50 specification sections will be completed for the project. We have developed a library of construction-tested, technical specifications for dams. Applicable sections will include measurement and payment, quality control, submittals, excavation, earthwork, riprap and bedding, foundation dewatering, foundation grouting, drains, concrete, gates and valves, metalwork, and instrumentation. We will use the Engineer's Joint Contract Documents Committee (EJCDCs) General Conditions for the project.

The specifications for the dam will be submitted using the same milestones as the dam drawings:

- **60% submittal.** Partial draft technical specifications will be submitted.
- **100% submittal.** This submittal will contain all the final Division 0 through Division 16 including General Conditions, Supplemental Conditions, and Technical Specifications for review.
- **Bid-ready submittal.** This submittal will include the final completed specifications for the dam that are ready for bid advertisement. All of the review comments from the City and the OSE will be addressed in this submittal.

Deliverables:

- 60%, 100%, and bid-ready specification submittals.
- Final documents will be delivered in hard copy and PDF format.

Task 3.2.5 Estimate of Probable Construction Costs

AECOM will develop a construction cost estimate for the project for each submittal. The cost estimate will be developed based on quantity takeoffs estimated from the drawings. AECOM will assemble the quantity estimates and estimate construction cost for the project features. Pricing for construction quantities will be based on AECOM's database for material costs and prevailing wage rates for New Mexico. Appropriate contingencies will be applied, based on the level of the design when the estimate is conducted. AECOM will prepare a bid schedule, estimate the quantities of the items in the bid schedule, estimate the unit prices and lump sum prices for construction of the project, and prepare an estimated construction schedule. For the construction cost estimate, AECOM will assume that the project will be bid on a competitive basis. The cost information will be submitted in three (3) formal submittals, coinciding with the milestone submittals for the drawings and specifications:

- **60% submittal.** This submittal will include a bid schedule with preliminary quantities, based on the 60% design drawings.
- **100% submittal.** This submittal will include an updated bid schedule and updated quantities. A cost summary spreadsheet will be prepared and submitted.
- **Bid-ready submittal.** A cost estimate report will be prepared for the bid-ready submittal, containing the final cost summary, basis of the price estimate, and documentation of the quantity estimate. The final bid schedule will be included in the Bid Documents for bid advertisement.

Deliverables:

- Final Design Report section presenting the basis of the construction cost estimate.
- 60%, 100%, and bid-ready cost estimates.
- Construction schedule submitted with the final design report.
- Final documents will be delivered in hard copy and PDF format.

Task 3.3 – EAP and O&M Updates**Task 3.3.1 Update Emergency Action Plan (EAP)**

AECOM will update the EAP that was prepared previously, reflecting the designed modifications to the project. These modifications will include the new concrete dam, outlet works, instrumentation, and any additional downstream piping to accommodate reservoir releases. The EAP flood inundation and evaluation mapping will be based on revised dam break modeling. The required reviews from interested parties will be obtained as required by OSE Rules.

Deliverables: Draft and Final EAPs.

Task 3.3.2 Update Dam Break Analysis

AECOM will update dam break analyses for the concrete dam. The postulated dam failures will be routed downstream of the dams to a location where the floods do not pose a flood threat. The downstream flood routing will be performed using the Flow-2D computer model. Inundation results will be presented for the inclusion of the EAP.

Deliverables: Draft and Final Dam Break Reports.

Task 3.3.3 Operation and Maintenance Manual (O&M)

AECOM will prepare the O&M manual. The document will reflect the concrete dam, outlet works, instrumentation, and conveyance system to accommodate reservoir releases into the existing water system.

Deliverables: Draft and Final O&M Manuals.

Task 3.4 – OSE Submittal and Coordination

AECOM will prepare the final design submittal for the OSE. We will make the submittal in conformance with OSE Rules. The submittal will include 1) Application Filing Fee (\$25 Paid by City), 2) Design Review Fee (\$2/\$1000 of the Engineer's Estimate Paid by City), 3) Review Check List, 4) Application (AECOM will draft for the City's signature), 5) Design Report, Construction Drawings, 6) Specifications, 7) Boundary and Easement or Right of Way Plat Survey, 8) Updated Emergency Action Plan, and 9) Operation and Maintenance Manual (including Instrumentation Plan). AECOM will stay in contact with the OSE during their review and will address their comments in a timely manner.

Deliverables: The aforementioned documents and bid-ready documents, when the OSE approves the submittal.

Phase 4 – Construction Engineering and Project Close-out

Task 4.1 Contractor Pre-qualification and Bidding

The services provided will include pre-qualification of contractors and then bidding the project with selected pre-qualified contractors. Contractor pre-qualification services will include preparing the Request for Qualifications (RFQ) from contractors, advertisement for the RFQ, site visit with the interested contractors, addressing contractors' questions, issuing addendums as required, reviewing qualifications, and making a recommendation of the shortlisted contractor's. Bidding services will include answering questions from potential bidders, assisting in a site visit and pre-bid conference conducted for shortlisted contractors, and assisting with bid opening.

Deliverables:

- Contractor Pre-qualification documents
- Required addenda
- Pre-bid meeting minutes
- Bid tabulation
- Contractor recommendation memorandum

Task 4.2 Construction Engineering Services

Construction support will consist of providing field construction services and design engineering office support. Field engineering services will consist of providing the necessary staff to manage, observe, and document that construction activities are being performed in general conformance with the approved contract documents. Design engineering office support will consist of providing engineering expertise to respond to contractor questions, to provide the necessary link between design and construction, and to provide overall engineering support throughout construction.

This project will be staffed with a full-time field representative (Resident Project Representative, RPR) who has the technical background and management skills to provide day-to-day oversight of project related activities. The RPR will be supported by one field technician that will observe concrete placement. The technical team will be supported by one on-site administrative person that will coordinate and process paperwork, etc. The RPR will provide the necessary link to the design team and the City and OSE. The RPR will act as the prime coordinator for engineering-related work on the site including: scheduling testing (concrete and fill placement); conducting weekly meetings; tracking RFI's; tracking and resolving potential change orders; providing long-range vision of potential problems and resolutions prior to having an impact on the schedule; providing approval of pay requests; and tracking construction progress. Monthly construction progress reports will be submitted.

Deliverables:

- Weekly construction meeting agendas and minutes.
- Monthly construction progress reports.
- Construction correspondence including but not limited to RFI, shop drawing reviews, etc.
- Construction closeout inspection and documentation.

Task 4.3 Mix Design

After base proportions are developed, specific mix design proportions will be developed for lab mixtures that target isolating the impacts of cement content, sand content, and variable site aggregate factors such as fines content. We envision utilizing commercial aggregates as a comparative base and developing as many as 8-10 mixes to afford the best chance of utilizing conventionally processed, on-site materials. The mix design goal is not only to determine the best mix but also to provide a basis to understand the acceptable limits of site variation. In addition to evaluating the laboratory results, a final step to the mix design process, includes providing for contractor laboratory or test section verification that provides a final opportunity for fine tuning or adjustment.

Deliverables: Draft and final mix design reports presenting the results and recommendations for the project.

Task 4.4 Materials Quality Assurance Testing

AECOM will oversee the materials testing for the project in conformance with the Construction Documents. The test results and summary will be presented in monthly reports and a Final Construction report submitted to the City and OSE.

Deliverables: Monthly quality control reports incorporated with Monthly OSE Reports.

Task 4.5 Final Construction Report

AECOM will finalize as-constructed record drawings and furnish copies to City and OSE. Preparation of as-constructed drawings and the final construction report will involve the following work items: 1) Revise drawings to reflect changes and additions made during construction, 2) Assemble weekly construction reports and materials testing reports into one document entitled "Inspection Reports" for ready reference by the City and OSE, 3) Prepare a construction report documenting investigations and designs, summarizing construction events, and describing conditions encountered during construction and drawing conclusions about the project, and 4) O&M manuals for gates.

Deliverables:

- Draft and Final Construction Reports.
- AECOM will provide an electronic copy of the as-built CAD drawings of site plan information contained in the construction report.
- Final documents will be delivered in hard copy and PDF format.

Task 4.6 Instrumentation Monitoring Plan

A long-term monitoring plan will be prepared which will address: 1) frequency of monitoring, 2) data recording format, 3) graphical presentation of data, and 4) parties who will perform the work.

Deliverables:

- Draft and Final Instrumentation Monitoring Plans.
- Final documents will be delivered in hard copy and PDF format.

Schedule

The project will be completed by phases. The following table presents a general duration schedule. Detailed phase schedules will be developed once the actual phase dates are known.

Phase Duration Schedule	
Phase 1 – Preliminary Design	6 months
Phase 2 – Environmental Permit	1 year
Phase 3 – Final Design	1 year
Phase 4 – Construction Engineering and Project Closeout	1 year

Budget

The project budget is presented on the next pages. The second page presents a detailed summary of the tasks and the pages following the detailed summary presents the details of each task. It is assumed that the project will be completed within the phase duration schedule. It is also assumed that the yearly rates will be increased by the allowable CPI rate.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Amendment in triplicate on the respective dates indicated below.

ATTEST: _____
 Type Name _____
 Title _____
 Date _____

OWNER: City of Las Vegas
 By _____
 Type Name _____
 Title _____
 Date _____

ENGINEER: AECOM Technical Services, Inc.

By  _____
 Type Name Ed A. Toms
 Title Vice President

Address 6200 South Quebec Street
Greenwood Village, Colorado 80111

Date June 27, 2019

