CITY OF LAS VEGAS

1700 N. GRAND AVE. LAS VEGAS, NEW MEXICO 87701
505-454-1401 FAX: 505-425-7335

Mayor Tonita Gurule-Giron

CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
September 13, 2016–Tuesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave

(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. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**

VII. **DISCUSSION ITEMS**

1. Resolution #16-34 Budget Adjustment Resolution.

   Ann Marie Gallegos, Finance Director The City of Las Vegas is requesting increases to the FY2017 budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 Budget.

2. Review and certify fixed assets/inventories for 2016 on behalf of the City of Las Vegas.

   Ann Marie Gallegos, Finance Director The City of Las Vegas/Finance Department is requesting certification of fixed assets/inventory for 2016. This certification will keep the City of Las Vegas in compliance with the State Audit Act of 2016.

3. Pass through funding through the Department of Finance and Administration for the E-911 system for the Las Vegas Police Department and Department of Public Safety District 2.

   Juan Montano, Police Chief The Las Vegas Police Department is requesting approval to utilize funding in the amount of $333,613.00 for operation of the E911 system for the Las Vegas City Police Department and the Department of Public Safety District 2 office.

4. Contract with the City of Las Vegas and Las Vegas/San Miguel Chamber of Commerce.

   Annette Velarde, Community Development Director The Las Vegas/San Miguel Chamber of Commerce is a non-profit corporation, whose purpose is to support, advocate for and further the interests of the businesses located within Las Vegas and San Miguel County.

5. Contract with the City of Las Vegas and Las Vegas First Independent Business Alliance (Entrepreneurial Network Program).

   Annette Velarde, Community Development Director The Las Vegas First Independent Business Alliance (Entrepreneurial Network program) contracts with Regional Development Corporation (RDC) to help retain, expand, and/or create new small businesses in Northern New Mexico by sustaining an Entrepreneurial Network Program serving Las Vegas.

6. Contract between the City of Las Vegas and MainStreet de Las Vegas.

   Annette Velarde, Community Development Director MainStreet de Las Vegas is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts.

7. Contract between the City of Las Vegas and Las Vegas/San Miguel Economic Development Corporation.

   Annette Velarde, Community Development Director The contractor is a non-profit corporation, whose purpose is to promote Las Vegas and San Miguel County as a desirable place to do business, produce goods and services, and educate.

8. Contract between the City of Las Vegas and the Parachute Factory.

   Annette Velarde, Community Development Director The Parachute Factory is a non-profit corporation, whose purpose is to implement a

fast track, highly effective digital fabrication, manufacturing program and certification in the City of Las Vegas.

9. Contract between the City of Las Vegas and the Tri-County Farmers Market.

   Annette Velarde, Community Development Director The Tri-County Farmers Market is a non-profit corporation, whose purpose is to provide a market place to sell fresh fruits, vegetables, plants/herbs and local crafts from the counties of San Miguel, Mora and Guadalupe.

VIII. 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.**

IX. 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 if the City Clerk, 1700 N. Grand Avenue, Las Vegas, N.M 87701

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE:08/31/2016 **DEPT: Finance** **MEETING DATE: 09/13/2016**

DISCUSSION ITEM/TOPIC: Resolution #16-34 Budget Adjustment Resolution

BACKGROUND/RATIONALE: The City of Las Vegas is requesting increases to the FY2017 Budgeted revenues, expenditures, transfers to and from within various funds of the FY2017 Budget.

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
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

STATE OF NEW MEXICO
MUNICIPALITY OF CITY OF LAS VEGAS
BUDGET ADJUSTMENT RESOLUTION NO. 16-34

WHEREAS, The Governing Body in and for the Municipality of Las Vegas, State of New Mexico has developed a budget for fiscal year 2017; and

WHEREAS, said budget adjustments were developed on the basis of an increase in revenues and expenditures, transfers in/or out in various funds; and

WHEREAS, increase/decrease in revenues, expenditures, transfer in, and transfers out to be funded by additional grant funds and;

WHEREAS, the City of Las Vegas is in need of making adjustments to the 2017 fiscal year budget;

WHEREAS, it is the majority opinion of this Council that the budget adjustment meets the requirement as currently determined for fiscal year 2017;

NOW, THEREFORE, the Governing Body of the City of Las Vegas passes this budget resolution for budget adjustments, PASSED, APPROVED AND ADOPTED THIS _21th__ DAY OF SEPTEMBER 2016.

_____
Mayor

ATTEST:

_____
Casandra Fresquez, City Clerk

Reviewed and Approved as to Legal Sufficiency Only:

_____
H. Chico Gallegos, City Attorney

8/31/2016

CITY OF LAS VEGAS
RESOLUTION 16-34
BUDGET ADJUST REQUEST
FISCAL YEAR 2017

Resolution 16-34	Fund		Revenues	Transfers		Expenditures	
St Fire Grant	203-0000-100-1101	Cash balance	$ 48,514.00	$ -		$ -	
St Fire Grant	203-0000-710-8003	Buildings/Structure				$ 48,514.00	Carryover cash balance
EMS Funds	206-0000-430-5302	Grant revenue	$ 21,734.00	$ -			Additional grant revenue
EMS Funds	206-0000-740-7334	Superior Ambul/prof serv		$ -		$ 20,000.00	Supplies/matls/other serv
EMS Funds	206-0000-740-8004	Equipmrnt				$ 1,734.00	Equipment
Certified Loc Gov	218-0000-430-5349	Grant revenue	$ 9,000.00	$ -			Grant revenue
Certified Loc Gov	218-0000-700-7305	Professional Services		$ -		$ 18,009.00	Professional services
Certified Loc Gov	218-0000-890-9310	Transfer in from 202		$ (9,000.00)			Transfer from Lodgers Tax
Lodgers Tax	202-0000-890-9000	Transfer out to 218		$ 9,000.00			
Law Enforcement	215-0000-100-1101	Cash balance	$ 7,940.00	$ -			Carryover cash balance
Law Enforcement	215-0000-710-8004	Equipment		$ -		$ 7,940.00	Equipment for vehicles
		Total	**$ 87,188.00**	**$ -**	**$ -**	**$ 96,197.00**	

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA, VICE CHAIR
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA, CHAIR
DISTRICT 4 LYNDA LOVEJOY
DISTRICT 5 SANDY JONES

CHIEF OF STAFF
Ernest D. Archuleta, P.E.

P.O. Box 1269
1120 Paseo de Peralta
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION
John C. Standefer, Fire Marshal
1-800-244-6702 (In-state only)
(505) 476-0174
Fax: (505) 476-0100

August 8,2016

Phillip A. Mares – Chief
City of Las Vegas Fire Department
604 Legion Dr.
Las Vegas, NM 87701

Reference: City of Las Vegas Fire Department

Chief Mares:

In response to your correspondence dated August 1, 2016 you are hereby authorized to carry and, earmark and accumulate Fire Protection Fund monies for FY 2016/2017

City of Las Vegas Fire Department $48,514.00

City of Las Vegas Fire Department is requesting to carryover $48,514.00 from FY 2016 to FY 2017 for Construction, furnishings, computers and or audio visual equipment for new admin building.

If I may be of additional assistance in this matter, please feel free to contact me at 505-670-5488

Sincerely,

Derrick Rodriguez
Fire Department Inspector
New Mexico State Fire Marshal's Office

xc Vernon Muller, Deputy State Fire Marshall / file

SUSANA MARTINEZ, GOVERNOR

NEW MEXICO DEPARTMENT OF HEALTH

LYNN GALLAGHER, SECRETARY DESIGNATE

August 20, 2016

City of Las Vegas
1700 N. Grand Ave.
Las Vegas, NM 87701

Dear Sir/Mam:
In accordance with the terms of Rules governing in Emergency Medical Services Fund Act, DOH 7.27.4 NMAC, a warrant in the amount of ***$30,620.00*** is authorized for disbursement on behalf of the following local recipient (s) in accordance with their approved applications:

City of Las Vegas Fire Department - $10,620.00 ***Superior Ambulance LV- $20,000.00***

These funds from the Local Funding Program of the EMS Fund Act for FY 17 (July 1, 2016 – June 30 ,2017) must be accounted for in accordance with the rules set forth by the New Mexico Department of Finance and Administration, Local Government Division and the EMS Fund Act Rules 7.27.4 NMAC.

In order to keep our records in order, we are asking that each Applicant (Fiscal Agent) submit an itemized expenditures report for FY16 EMS Fund Act Local Funding Award (July 1, 2015 – June 30, 2016). If you administer funds for more than one (1) Local recipient, please submit a report for each service.
Please submit no later than October 1, 2016. Failure to do this can affect future Fund Act Allotments.

If you have any questions, please contact me at (505) 476-8233 or by e-mail at ann.martinez1@state.nm.us

Sincerely,
Ann Martinez
Ann Martinez FF I / EMT- I
EMS Fund Act Coordinator

Xc: EMS Regional Director
City of Las Vegas
Local Government Division/DFA

EMS BUREAU
1301 Siler Road, Building F • Santa Fe, New Mexico • 87507
(505) 476-8200 • FAX: (505) 471-2122 • www.nmems.org

ACCREDITED HEALTH DEPARTMENT • PUBLIC HEALTH ACCREDITATION BOARD • PHAB Advancing public health performance

Susana Martinez
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 FAX (505) 827-6338

CITY OF LAS VEGAS – 2016-17 CLG GRANT
GRANT AGREEMENT - #35-16-141293.016

CLG Grant to City of Las Vegas for Public Education & Outreach Projects

This AGREEMENT is made and entered into by, and between, the STATE OF NEW MEXICO, HISTORIC PRESERVATION DIVISION (hereinafter referred to as HPD), a division of the NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS and the CITY OF LAS VEGAS, NEW MEXICO (hereinafter referred to as CONTRACTOR).

HPD and CONTRACTOR are also referred to as "parties."

Through this CONTRACT, HPD and CONTRACTOR agree to the following terms:

This Contract's funds derive in whole, or in part, from the Historic Preservation Fund, which is administered by the National Park Service, a Department of the Interior and HPD.

The *Supplement to Historic Preservation Fund Contracts/Subgrants* (hereinafter referred to as SUPPLEMENT) is attached to and made a part of this CONTRACT. CONTRACTOR REPRESENTS THAT IT HAS RECEIVED A COPY OF THIS SUPPLEMENT, UNDERSTANDS THAT THE SUPPLEMENT IS PART OF THIS CONTRACT AND THAT IT WILL BE BOUND BY THE TERMS OF THE SUPPLEMENT.

Reference is made throughout this CONTRACT to NPS and *HISTORIC PRESERVATION FUND GRANTS MANUAL.* NPS refers to the National Park Service. *HISTORIC PRESERVATION FUND GRANTS MANUAL* is the NPS grants administration manual. Parts of *HISTORIC PRESERVATION FUND GRANTS MANUAL* referred to in this CONTRACT are incorporated by reference into this CONTRACT. The *HISTORIC PRESERVATION FUND, GRANTS MANUAL* is available online at http://www.nps.gov/hps/HPG/downloads/HPF_Manual.pdf.

In addition to this CONTRACT, CONTRACTOR must sign originals of the following assurances that are attached to, and made part of, this CONTRACT as APPENDIX A:

- Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying.
- Assurance – Non-Construction Programs.

1. **SCOPE OF WORK.** In consideration of this award, CONTRACTOR will:

   a. Comply with 4.10.10 NMAC, the New Mexico Administrative Code regulations for the Certified Local Government Program. This includes supporting a historic preservation review commission and meeting the qualifications set forth in 4.10.10 NMAC, a program of design review of proposed alterations to structures and sites designated as historic landmarks or within designated historic districts.

1. Complete Public Outreach and Education

The public outreach and education project shall consist of the hiring of a preservation consultant. The consultant will schedule a minimum of six (6) public meetings to:

a. Present a training and educational program that will:
   1). Educate the public and property owners about the City of Las Vegas Historic Design Review Guidelines ("Design Guidelines").
      - Educational program shall be created to introduce the concepts of the Design Guidelines and the Secretary of the Interior's Standards for Rehabilitation.
      - Consultant will create an educational program that includes a visual presentation and the creation of a brochure.
      - Educational program will be recorded on digital video.
      - The City of Las Vegas' website shall be improved to include a page for the the Historic Design Review Board and shall include the Design Guidelines document, Educational Program (Video) and brochure in PDF format.

b. Consider expansion of the City of Las Vegas, Cultural Historic Districts, Overlay Zone by:
   1) Identifying, via survey, locations for possible expansion.
   2) Presenting information at public meetings about expansion and educating the public and stakeholders about expansion.
   3) Aligning Overlay Zone boundaries with boundaries of existing historic districts listed in the National Register of Historic Places(NR) and the State Register of Cultural Properties (SR).
   4) Educating the public and stakeholders about possible expansion.
   5) Completing due diligence outlined in the City of Las Vegas code for the designation of City of Las Vegas Cultural Historic Districts.
   6) Contacting NMHPD if survey and further investigation shows that expansion of NR- and SR-listed districts is desired. Additional steps will be required to expand NR/SR-listed districts such as review of surveyed areas to determine if new properties merit inclusion in the SR/NR, completing HCPI Forms, revising existing register nominations and review and approval by the Cultural Properties Review Committee/National Park Service.

2. Deliverables

a. The following deliverables are required:
   1. A copy of the Request for Proposal (RFP) for the consultant.
   2. A list of persons responding to the RFP so that HPD may review and approve consultant.
   3. A minimum of six (6) educational workshops will occur – three will target residential neighborhoods and three will target business districts.
   4. Workshops will be properly advertised via web, radio and newspaper with copies of all announcements provided to HPD.
   5. Workshop presentations will be recorded on digital video and made available on the City of Las Vegas website and for dissemination via social media.
   6. Workshop content will be replicated and made available in public outreach locations like the Citizens Committee for Historic Preservation's People & Places Past newsletter, CCHP's website and the City of Las Vegas' website.
   7. Contractor shall submit workshop attendees list to HPD.
   8. Contractor shall submit press releases to local media about these projects and collect any press articles related to the project.
   9. Contractor shall submit maps of expansion areas clearly indicating contributing and non-contributing locations.
   10. Contractor shall submit legisltation for the proposed expansion.
   11. Contractor shall submit updated nominations for listing in the NR/SR.
   12. Five (5) hard copies of a final report (+ one PDF copy) describing the public meeting and planning process and results.

b. Commission Meeting Agendas / Minutes.
CLG Coordinator shall provide one copy of minutes of all HDRC meetings held within the term of this CONTRACT to HPD, and will be delivered to HPD least every two months (or more often, at the discretion of CONTRACTOR), such deliverables to commence within two months of beginning date of this CONTRACT.

c. National Register Nominations.
The CLG may participate in the preservation of cultural properties within their community by having a formal role in the review of nominations for listing in the National Register of Historic Places. CLG Coordinator shall provide one copy of comments on any National Register of Historic Places nominations submitted to CONTRACTOR for review and will be delivered to HPD within 60 days of receipt by CONTRACTOR (see 4.10.10 NMAC, Certified Local Government Program regulation).

d. Ordinance, Rules, Regulation Changes.
CLG Coordinator shall provide one copy of any proposed changes to preservation-related ordinances, rules, or regulations of the CONTRACTOR. Such copies will be provided to HPD along with the dates, times, and places of public hearings of such proposed changes not fewer than five business days before any such hearing.

e. Permits for Demolition.
CLG Coordinator shall provide one copy of notice of all demolition permit applications for demolition of structures within any historic district or other historic property individually designated by CONTRACTOR, State or United States of America, according to 4.10.10 NMAC (Mandatory review of alterations, demolitions or new construction to listed landmarks and properties within listed historic districts, effective date January 1, 2008, Certified Local Government Program regulation). Copy(s) of notices will be delivered to HPD within three business days prior to any hearings of Town/Village/City/County. Deliverables may be hand-delivered or mailed to:

Karla K. McWilliams, CLG & Grants Coordinator New Mexico Historic Preservation Division
407 Galisteo Street, Suite 236 Santa Fe, NM 87501 505/827.4451
505/827.6338 fax
karla.mcwilliams@state.nm.us

3. **SCHEDULE.** CONTRACTOR will perform such duties as listed in "SCOPE OF WORK" above according to the schedule outlined in Appendix C.

4. **COMPENSATION.**

a. HPD and CONTRACTOR estimate the total cost for completing these projects is **nine thousand dollars and no cents ($9,000.00)**. HPD/State of New Mexico will grant to CONTRACTOR an amount not to exceed **nine thousand dollars and no cents ($9,000.00),** a partial amount of the actual total costs, unless the project is amended by a written amendment to increase or decrease the total project cost. The City of Las Vegas will provide a match of **$9,009.08** for the project.

b. HPD shall pay the CONTRACTOR in full payment for services satisfactorily performed based on deliverable; such compensation not to exceed **nine thousand dollars and no cents ($9,000.00).**

c. The total amount payable to the CONTRATOR under this Agreement, including gross receipts tax and expenses, shall not exceed **nine thousand dollars and no cents ($9,000.00).** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The City of Las Vegas shall provide evidence of in-kind match of **nine thousand, nine dollars and eight cents ($9,009.08)** for a total project cost of **eighteen thousand, nine dollars and eight center ($18,009.08).**

d. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below. All invoices MUST BE received by the HPD no later than fifteen (15) days after the termination of the State Fiscal Year in which the services were delivered. **Invoices received after June 15, 2017 will NOT BE PAID**.

e. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the HPD finds that the services are not acceptable, it shall provide the CONTRACTOR a letter of exception explaining the defect or objection to the services and outlining steps the CONTRACTOR may take to provide remedial action with thirty (30) days after the date of receipt of written notice from the CONTRACTOR that payment is request. Upon certification by HPD that the services have been received and accepted, HPD shall tender payment to the CONTRACTOR within thirty (30) days. If HPD makes payment by mail, the payment shall be deemed tendered on the date it is postmarked. However, HPD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

f. All payments on this CONTRACT are subject to satisfactory completion of all terms and conditions of this CONTRACT, including completion of the work within budget and on schedule and delivery of billing documents (including necessary source documents) according to the HPD reimbursement rules and procedures. (See *Supplement, "Reimbursement,"* page 16-20).

5. **BUDGET.** The budget for this project is found in APPENDIX B: Budget, which is attached to and made part of this CONTRACT. Contractor shall incur all expenses incurred through the *City of Las Vegas, CLG Grant* by June 1, 2017, and deliver all billings to HPD by June 15, 2017.

6. **TERM.** This CONTRACT will commence on the date of execution of this CONTRACT by both parties and not before August 15, 2016. The termination date of this CONTRACT is June 15, 2017.

7. **OMB DESIGNATION FOR CONTRACTOR.** CONTRACTOR represents that it is the following type of entity for this CONTRACT:

__X__ Government
_____ Institution of Higher Education
_____ Non-Profit Organization
_____ For-Profit Organization (or individual)

8. **REPRESENTATIVES.** For the purpose of this CONTRACT, the individuals identified below are hereby designated representatives of the respective parties. These parties are authorized to sign on behalf of the respective parties. Either party may from time to time designate in writing new or substitute representatives:

For the State of New Mexico, Historic Preservation Division:
Jeff Pappas, SHPO
NM Historic Preservation Division
Bataan Memorial Building
407 Galisteo Street, Suite 236
Santa Fe, New Mexico 87501 Tel: (505) 827-4222
Fax: (505) 827-6338
Email: jeff.pappas@state.nm.us

For CONTRACTOR:
Annette Velarde
Community Development Director
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, NM 87701
Tel: (505) 426-3277 or (505) 429-1298
Email: avelarde@ci.las-vegas.nm.us

9. **HPD MANAGERS ON CONTRACT.** The following persons at HPD have been designated to manage the grant. All project deliverables (outlined in Appendix C) and questions pertaining to the grant must be directed to the Technical Reviewer. Grants Manager is responsible for managing overall fiduciary and administrative components of the CONTRACT.

Karla K. McWilliams
CLG & Grants Coordinator
NM Historic Preservation Division
407 Galisteo Street, Suite 236, Santa Fe, NM 87501
Tel: (505) 827-4451; Fax: (505) 827-6338
Email: karla.mcwilliams@state.nm.us

Harvey Kaplan
Tax Credit Reviewer
NM Historic Preservation Division
407 Galisteo Street, Suite 236, Santa Fe, NM 87501
Tel: (505) 827-3971; Fax: (505) 827-6338
Email: harvey.kaplan@state.nm.us

10. **STANDARDS.** All work and DELIVERABLES will be in compliance with pertinent sections of the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation. CONTRACTOR will also conform to reasonable and pertinent guidelines or suggestions set forth by HPD during the course of the CONTRACT.

11. **PROFESSIONAL OVERSIGHT.** HPD must arrange that all archaeological or architectural services provided through this CONTRACT be conducted by or supervised or reviewed by a professional who meets the qualification requirements of 36 CFR 61, Appendix A. The person who will provide the professional oversight for this CONTRACT at HPD is Karla K. McWilliams.

12. **HPD APPROVAL OF PRINCIPAL INVESTIGATOR AND PROFESSIONAL STAFF.** If CONTRACT personnel are not specified in this CONTRACT, CONTRACTOR must hire a principal investigator and other professional staff with the assistance and concurrent approval of HPD. In the hiring process, CONTRACTOR shall present HPD with the request for proposals or other evidence of the procurement process (es), the resumes of the top three candidates and the CONTRACT for review and approval. HPD hiring assistance and approval is required whether the principal investigators and professionals are or become employees or contractors of CONTRACTOR.

    No substitution of professional CONTRACT personnel may be made during the course of this CONTRACT, except by the procedure detailed above and the written prior approval of HPD.

    Professionals chosen will comply with the professional qualifications of 36 CFR 61, Appendix A, UNLESS SUCH REQUIREMENT IS WAIVED BY HPD. CONTRACTOR agrees to comply with federal requirement for competitive procurement of professional services in obtaining subcontractors (see *Supplement*, "Procurement", page 7and in the HPF Manual "Chapter 17-Procurement Standards").

13. **PERMITS, LICENSES, OR PERMISSION.** CONTRACTOR is responsible for securing all appropriate and necessary state, federal, tribal and local permits and/or individual or landowner consents required to execute the terms and conditions of this CONTRACT award. Costs of permits are eligible for reimbursement under conditions applicable to all other reimbursement requests. CONTRACTOR will obtain all releases necessary for the development of this project, including but not limited to, those required to videotape or photograph or use images of individuals and properties.

14. **ADMINISTRATIVE REQUIREMENTS.** Federal assistance awarded under the Historic Preservation Fund grant program is subject to the provisions of the National Historic Preservation Act, and other federal laws affecting grant programs. All federal programs must follow the same general set of administrative rules, designed to ensure fair competition for federally-assisted grant contracts, proper accounting and management practices and conformance with government-wide regulations. These documents are available upon request.

    All CONTRACTS must be administered in accordance with all applicable regulations and procedures governing federal grants, including Office of Management and Budget (OMB) Circulars (see *Supplement*, "Reimbursement", pages 16-20)

15. **PROOF OF COMPLIANCE WITH FEDERAL REQUIREMENTS.** CONTRACTOR will be required to submit proof of compliance with certain federal regulations to HPD. All contracts between CONTRACTOR and its subcontractors, including consultants, must contain the provisions detailed in "CONTRACT WITH THIRD PARTIES" (see *Supplement*, "Contracts with Third Parties", pages 10-11)

16. **PROCUREMENT REQUIREMENTS.** CONTRACTOR must comply with the procurement standards found in *Supplement*, Procurement. The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

17. **FALSE STATEMENTS, MISREPRESENTATION AND CONCEALMENT.** CONTRACTOR has not made false statements, misrepresentation or concealed as part of CONTRACTOR application process, nor will it do so as the CONTRACT progresses, including during the signing of certifications.

18. **NOTICE OF CIVIL AND CRIMINAL PENALTIES FOR MISAPPROPRIATION OF FUNDS.** The federal procurement code imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes and federal criminal statutes impose felony penalties for illegal bribes, kickbacks, gratuities and misappropriation of funds.

19. **PUBLIC ACKNOWLEDGEMENT.** CONTRACTOR will provide public acknowledgement to NPS and HPD for receipt of funds, etc., according to the requirements as set forth in *Supplement*, Publication Requirements.

20. **ASSIGNMENT.** CONTRACTOR will not assign or transfer any interest in this CONTRACT or assign any claims for money due or to become due under this CONTRACT without the prior written approval of the HPD.

21. **SUBCONTRACTING.** CONTRACTOR will not subcontract any portion of the services performed under this CONTRACT without the prior written approval of the HPD.

22. **STATUS OF CONTRACTOR.** CONTRACTOR, and CONTRACTOR'S agents and employees are independent CONTRACTORS performing professional services for the Historic Preservation Division and are not employees, and will not as a result of this CONTRACT accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to employees of the State of New Mexico.

    CONTRACTOR represents that it has, or will secure at its own expense, all personnel required under this CONTRACT. CONTRACTOR is responsible for providing Worker's Compensation Coverage and Unemployment Compensation Coverage for all of its employees to the extent required by law, and for ensuring that all subcontractors maintain such insurance where required by law. All of the services required under the term of this CONTRACT will be performed by CONTRACTOR or employees under CONTRACTOR's supervision or by approved subcontractor. **PAYING ALL APPLICABLE TAXES IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR WILL PAY WHEN DUE ALL REQUIRED FEDERAL, STATE, LOCAL OR OTHER INCOME-RELATED TAXES.**

23. **APPROPRIATIONS.** The terms of this CONTRACT are contingent upon receipt by HPD of sufficient grant money and authorization being made by the National Park Service for the performance of this CONTRACT, where necessary. Should the National Park Service fail or refuse to make sufficient grant money available and authorize to the State of New Mexico as contemplated, then this CONTRACT may be terminated by HPD. HPD's determination, in its sole discretion, as to whether sufficient monies, grants and authorization exist for the purpose of carrying out this CONTRACT will be accepted by CONTRACTOR and will be final.

24. **RELEASE.** CONTRACTOR, upon final payment of the amount due under this CONTRACT, releases the HPD, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this CONTRACT. CONTRACTOR has no authority, express or implied, to bind the State of New Mexico (including HPD) to any agreements or understandings without the express written consent of the State.

    CONTRACTOR agrees NOT to purport to bind the State of New Mexico, unless CONTRACTOR has express written authority to do so, and then only within the strict limits of that authority.

25. **CONFIDENTIALITY OF RECORDS AND INFORMATION; INSPECTION OF PUBLIC RECORDS ACT.** Any confidential information provided to or developed by CONTRACTOR in the performance of this CONTRACT will be kept confidential and will not be made available to any entity including individual(s) without the prior written approval of the HPD, which will not be withheld if the information is required to be disclosed by law. CONTRACTOR agrees to immediately notify HPD of CONTRACTOR'S receipt of any oral or written request for a public record made pursuant to the inspection of Public Records Act, Section 14-2-1 NMSA 1978 that may result in CONTRATOR making available for inspection any information provided to or developed by the CONTRACTOR in its performance of this CONTRACT. HPD and CONTRACTOR agree that this provision shall not be deemed to have been breached or violated if confidential records or information, or public records that are excepted from the Inspection of Public Records Act as provided in Section 14-2-1(a)-(f)_ NMSA 1978, are made available for inspection pursuant to a court order issued by a court of competent jurisdiction.

26. **CONTIGENT FEES.** With regard to contract/subgrants, no person, agency, or other organization may be employed or retained to solicit or secure a grant, subgrant of contract upon agreement or understanding for commission, percentage, brokerage, or contingent fee. For breach or violation of this prohibition the federal government and/or HPD will have the right to annul this CONTRACT without liability or, at its discretion, to deduct from this CONTRACT or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or to seek such other remedies as may be legally available.

27. **DISCLOSURE OF INFORMATION.** Financial records, supporting documents, statistical records, and all other records pertinent to this CONTRACT provided to and by HPD/NPS are subject to disclosure to others under the Freedom of Information Act, 5 USC 552 (see *HISTORIC PRESERVATION FUND, GRANTS MANUAL*, Chapter 3, Section D.)

28. **OWNERSHIP OF COPYRIGHT - WORK FOR HIRE.** All original materials and works of authorship developed by CONTRACTOR under this CONTRACT will become the property of the State of New Mexico, Historic Preservation Division (HPD), and will be delivered to HPD no later than the termination date of this CONTRACT. CONTRACTOR, CONTRACTOR'S employees, agents or independent CONTRACTORS will not apply for a copyright of the materials without the prior written consent of HPD.

Any copyrighted materials developed under this CONTRACT are subject to a royalty-free, nonexclusive, and irrevocable license to the federal government to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes. CONTRACTOR agrees that any copyrightable publications, film, or similar materials developed directly or indirectly from a program, project, or activity supported by funds from the National Park Service and not expressly assigned to HPD, shall contain an acknowledgment of NPS grant assistance and any other statements required by the NPS Grants Manual.

29. **PROGRAM INCOME.** No program income will be generated by this project.

30. **RECORDS AND AUDITS.** CONTRACTOR will submit financial, program, and other reports as required by HPD, and will maintain for three years such property, personnel, financial, and other records and accounts for all CONTRACT funds. CONTRACTOR will maintain detailed time records that indicate the date, time, and nature of services rendered and detailed records of other expenses incurred.

CONTRACTOR shall allow NPS, the Comptroller General of the United States, HPD, the Department of Finance and Administration, the New Mexico State Auditor, and any of their duly authorized representatives to have access to any pertinent books, documents, papers, and records of CONTRACTOR to make audits (with right to hire an independent Certified Public Accountant of HPD's choosing and at its expense), examination, excerpts and transcripts and copies of such documents. This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview(s) and discussion(s) related to such documents. The rights of access mentioned in this paragraph are not limited to the required retention period, but will last as long as records are retained. If an audit, litigation, or other action involving the records is started before the end of the three-year retention period, CONTRACTOR shall retain the records until the action is resolved or the end of the three-year period, whichever is longer.

In the event a final audit has not been performed prior to the termination date of this CONTRACT, HPD and its authorized representatives shall retain the right to recover an appropriate amount after fully considering the recommendations or disallowed costs resulting from such final audit. This does not preclude the right of HPD to recover excessive or illegal payments.

HPD may make site visits as frequently as practicable to provide such technical assistance as may be required at HPD's sole discretion.

31. **AMENDMENT.** CONTRACT may be amended in writing during the term and course of this CONTRACT for such reasons as 1) CONTRACT term extension, 2) changes in scope-of-work, 3) changes in deliverable items or 4) reductions or increases in project costs. If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

Indirect Costs: Notwithstanding the above, NO revision shall be made to the indirect cost rate as established in the budget without prior written approval by HPD.

If any performance review conducted by the HPD discloses the need for change in the budget estimates, CONTRACTOR will submit a request for a budget revision.

32. **TERMINATION FOR CAUSE.** Failure by CONTRACTOR, as determined by HPD, to carry out the terms or conditions of this CONTRACT (either by failing to comply or by having deficiencies in compliance), including the CONTRACT scope, will be cause for HPD to (a) wholly or partly terminate this CONTRACT, and/or (b) reduce the work items and the total cost of this CONTRACT, and/or (c) demand and obtain refund of all or part of the monies paid to CONTRACTOR, and/or (d) refuse payment for unsatisfactory work performed, and/or (e) temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR, and/or (f) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance, and/or (g) withhold further CONTRACTS, subgrants and any other types of award that might have been awarded by HPD; and/or (h) take other remedial action that may be legally available, whichever is appropriate in the judgment of the state. HPD will not reimburse costs associated with final products that do not meet the applicable Secretary of the Interior's Standards cited in paragraph two (2), "Deliverables" of this CONTRACT.

HPD will promptly notify CONTRACTOR in writing of the determination of termination and the reasons for the termination, together with the effective date. Payments made to CONTRACTOR or recovered by HPD under contracts terminated for cause will be in accord with the legal rights and liabilities of the parties

RIGHT TO TERMINATE ON SHORT NOTICE. HPD has the right at all times to terminate this CONTRACT on short notice 1) for failure to submit deliverables, and reports and documents (including but not limited to fiscal and scope-of-work reports and documents) or 2) when such deliverables and reports and documents show insufficient progress. In the case of Section #2 above, CONTRACTOR has the right to correct and bring into compliance all such deliverables and reports and documents within a reasonable time after notice to CONTRACTOR of any insufficiencies.

33. **TERMINATION FOR CONVENIENCE.** CONTRACT may be terminated by either of the parties to this CONTRACT upon written notice delivered to the other party at least thirty days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

34. **ACCOUNTING.** At all times from the effective date of this CONTRACT until completion of this CONTRACT, CONTRACTOR will maintain properly segregated books of state funds, matching funds, and other funds associated with this CONTRACT. All receipts and expenditures associated with this CONTRACT will be documented in a detailed and specific manner, and will accord with the "BUDGET," as set forth in section 5, above.

35. **NON-LIABILITY OF HPD.** CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

36. **CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.**

a. CONTRACTOR warrants that it is fully knowledgeable of and agrees to be bound by the conflict of interest requirements (see *Supplement*, "Conflict of Interest Requirements", pages 2-4)

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

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

1. in accordance with NMSA 1978, Section 10-16-4.3 (2011), the CONTRACTOR does not employ, has not employed, and will not employ during the term of this Agreement any State employee while such employee was or is employed by the State and participating directly or indirectly in HPD's contracting process;

2. this Agreement complies with Section NMSA 1978, 10-16-7(A) because (i) the CONTRACTOR is not a public officer or employee of the State; (ii) the CONTRACTOR is not a member of the family of a public officer or employee of the State; (iii) the CONTRACTOR is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the CONTRACTOR is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, Section 10-16-7(A) (2011) and this Agreement was awarded pursuant to a competitive process;

3. in accordance with Section NMSA 1978, 10-16-8(A) (2011), (i) the CONTRACTOR is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the CONTRACTOR is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in HPD's making this Agreement;

4. this Agreement complies with NMSA 1978, Section 10-16-9(A) (2007) because (i) the CONTRACTOR is not a legislator; (ii) the CONTRACTOR is not a member of a legislator's family; (iii) the CONTRACTOR is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the CONTRACTOR is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, Section 10-16-9(A) (2007), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5. in accordance with NMSA 1978, Section 10-16-13 (2011), the CONTRACTOR has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6. in accordance with NMSA 1978, Section 10-16-3 (2011) and NMSA 1978, Section 10-16-13.3 (2011), the CONTRACTOR has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of HPD.

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

e. All terms defined in the Governmental Conduct Act have the same meaning in part b of this Section.

37. **APPLICABLE LAW.** This CONTRACT will be governed by the laws of the State of New Mexico.

38. **ENTIRE AGREEMENT**. This CONTRACT incorporates all the agreements, covenants and understandings between the parties to this CONTRACT concerning the subject matter of this CONTRACT, and all such covenants, agreements and understandings have been merged into this written CONTRACT. No prior CONTRACT or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this CONTRACT.

39. **SEVERABILITY.** To the extent that this CONTRACT may be executed and performance of the obligations of the parties may be accomplished with the intent of this CONTRACT, the terms of this CONTRACT are severable, and should any term or provision of this CONTRACT be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision. The waiver of any breach of a term will not be construed as waiver of any other term.

40. **SURVIVAL OF CERTAIN CONTRACT TERMS**. Notwithstanding anything in this CONTRACT to the contrary, the parties understand and agree that all terms and conditions of this CONTRACT (including appendixes and *Supplement*) and its attachments hereto which may require continued performance of compliance beyond the termination date of this CONTRACT will survive such termination date and will be enforceable by the HPD as provided in this CONTRACT in the event of such failure to perform or comply by CONTRACTOR or its subcontractors.

41. **BINDING ON SUCCESSORS.** Except as otherwise provided, this CONTRACT will inure to the benefit of and be binding upon the parties or any subcontractors hereto, and their respective successors and assigns.

42. **ASSURANCES.** CONTRACTOR agrees and gives assurances that:

a. ONLY PERMITTED MATCH. No federal funds will be used to match National Park Service grants-in-aid funds unless specifically permitted or approved by federal law or regulation, in which case a copy of such document shall be appended to and be made a part of this CONTRACT.

b. COMPLIANCE WITH FEDERAL MANAGEMENT REQUIREMENTS. CONTRACTOR accepts the obligation to comply with all applicable laws, rules and regulations in effect at the time of the award including, but not limited to, 43 CFR 12, the Single Audit Act of 1984 for local governments, OMB Circulars A-87 (for State and local governments), A-110 (for institutions of higher education, hospitals, and other non- profit organizations), A-122 (for non-profit organizations with certain exclusions including, among others, colleges and universities), and 48 CFR 30 et seq. (for for-profit organizations) as appropriate, and to the further terms and conditions of *see Historic Preservation Fund Grants Manual*, the laws of the State of New Mexico, including rules and regulations (including HPD rules) and the terms and conditions of this CONTRACT in effect at the time of the award and as CONTRACT might be amended.

c. OWNERSHIP, USE AND DISPOSITION OF NON-EXPENDABLE EQUIPMENT. CONTRACTOR agrees to the provisions of 43 CFR 12.72 regarding ownership, use and disposition of non-expendable equipment that is purchased in whole or in part with federal funds.

d. BEGIN WORK WITHIN 60 DAYS OF EXECUTION OF CONTRACT. CONTRACTOR will begin work on this CONTRACT within sixty (60) days after all parties have signed the CONTRACT and will demonstrate progress according to schedule until completing the project within the approved CONTRACT term. Any deviation from this schedule must have written approval by the HPD.

e. SMALL BUSINESS. CONTRACTOR will use Small Business and Minority-owned Business Enterprises, whenever reasonable and feasible.

f. POLITICAL ACTIVITIES. CONTRACTOR agrees that no expenditure of CONTRACT funds will be made for the use of equipment or premises for political purposes, sponsoring or conducting candidate's meeting(s), engaging in voter registration activity or voter transportation activity, or other partisan political activities.

g. RELIGIOUS INSTITUTIONS. CONTRACTOR agrees that no expenses of any type will be incurred that will give direct financial assistance for church-owned property.

h. NON-LIABILITY OF HPD. CONTRACTOR agrees and recognizes that the HPD assumes no responsibility with respect to accidents, illnesses, or claims arising out of work performed under a grant supported project. CONTRACTOR is expected to take necessary steps to insure or protect itself and its personnel and to comply with the applicable local, State, or federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

i. EMPLOYMENT CONSIDERATIONS. CONTRACTOR agrees, in the performance of all work under this CONTRACT, to abide by all applicable federal and state labor and employment laws affecting CONTRACTOR'S relationships with its employees. CONTRACTOR will comply with the provisions of the Contract Work Hours and Safety Standards Act. CONTRACTOR also agrees to provide the necessary assurances that it has complied with this Act during the course of this project. CONTRACTOR agrees to comply with all requirements of the Federal Fair Labor Standards Act (29 U.S.C. Sections 201 through 219) and the implementing regulations (including 29 Code of Federal Regulations Part 541) regarding any of its employees who perform any work on or related to this CONTRACT and specifically agrees, in order to comply with one set of requirements imposed by that Act and those regulations, not to permit any hourly paid or other non-exempt employee to perform work for CONTRACTOR without paying that employee in compliance with the requirements of the Fair Labor Standards Act. In order to comply with this requirement, CONTRACTOR further specifically agrees not to use donated or volunteer services of any of its employees who are paid hourly, or who are otherwise non-exempt under the Fair Labor Standards Act, for the purpose of achieving any matching share requirement applicable to this CONTRACT.

j. PROPER AND SATISFACTORY PERFORMANCE. CONTRACTOR will do, perform, and carry out, in a manner determined by the HPD to be proper and satisfactory, the scope of services described in this CONTRACT.

k. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITIONS ACT OF 1970: CONTRACTOR will comply with requirements Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.O. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

43. **ANTI-KICKBACK ACT.** If this CONTRACT is for construction or repair work, CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONTRACTOR shall report all suspected or reported violations to HPD to report to NPS.

44. **PUBLIC WORKS MINIMUM WAGE ACT.** If this CONTRACT funds is for an amount of sixty thousand dollars ($60,000) or more, for "construction, alteration, demolition, or repair" or any combination of these, then the Public Works Minimum Wage Act applies and the CONTRACTOR and subcontractor must comply with the registration requirements pursuant to the Public Works Minimum Wage Act.

45. **INTELLECTUAL PROPERTY RIGHTS.** In addition to the Copyright section in this CONTRACT, CONTRACTOR shall comply with NPS requirements and regulations pertaining to reporting and patent rights under any CONTRACT involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under this CONTRACT and pertaining to copyrights and rights in data. These requirements are detailed in Chapter 19 of the Manual.

46. **FEDERAL ENVIRONMENTAL ACTS.** If the compensation promised in this CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. CONTRACTOR shall report violations of these Acts to HPD and to the grantor agency (NPS) and to the EPA Assistant Administrator for Enforcement.

47. **ENERGY EFFICIENCY.** CONTRACTOR shall abide by standards and policies relating to energy efficiency that are contained in New Mexico's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act of 1975. NPS may require changes, remedies, changed conditions, access and record retention, and suspension of work clauses approved by the Office of Federal Procurement Policy.

48. **CONSTRUCTION BOND REQUIREMENTS.** This section applies if this CONTRACT is for construction services. As used in this CONTRACT, the following definitions apply: A bid guarantee is a firm commitment, such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A performance bond is a bond executed in connection with a contract to secure fulfillment of all the CONTRACTOR'S obligations under the CONTRACT. A payment bond is executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in the execution of the work provided for in the contract.

a. If CONTRACT is for twenty-five thousand or less ($25,000), no performance or payment bonds are required unless otherwise agreed upon with HPD.

b. If CONTRACT is for more than twenty five thousand ($25,000), CONTRACTOR must provide:

1. a performance bond satisfactory to HPD, executed by a surety company authorized to do business in this state and approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT; and

2. a payment bond satisfactory to HPD, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the CONTRACT, for the protection of all persons supplying labor and material to the CONTRACTOR or its subcontractors for the performance of the work provided for in the CONTRACT.

c. If CONTRACT exceeds one hundred thousand dollars ($100,000), CONTRACTOR shall consult with HPD to determine if NPS has determined that the federal government's interest will be adequately protected under New Mexico's bond standards. If this determination has not been made, the minimum requirements shall be as follows:

1. Bid guarantee from each bidder equivalent to five (5) percent of the bid price;

2. A performance bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price; and

3. A payment bond on the part of the CONTRACTOR for one hundred percent (100%) of the CONTRACT price.

d. Sources of Bonds. Where bonds are required in the situations described above, CONTRACTOR shall obtain the bonds from companies holding certificates of authority as acceptable sureties (31 CFR 223). A list of these companies is published annually by the Department of the Treasury in its Circular 570 (the current list can be accessed at http://ftp.fedworld.gov/pub/tel/sureties.txt). The Department of the Treasury Circular 570 may also be obtained from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, 401 14th St., S.W., 2nd Floor--West Wing, Washington, DC 20227.

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

50. **PENALTIES UNDER LAW.** The New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

51. **EQUAL OPPORTUNITY COMPLIANCE.** The CONTRACTOR agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the CONTRACTOR assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If CONTRACTOR is found not to be in compliance with these requirements during the life of this Agreement, CONTRACTOR agrees to take appropriate steps to correct these deficiencies.

52. **WORKERS' COMPENSATION.** The CONTRACTOR agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the CONTRACTOR fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by HPD.

53. **IDEMNIFICATION.** The CONTRACTOR shall defend, indemnify and hold harmless HPD and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the CONTRACTOR resulting in injury or damage to persons or property during the time when the CONTRACTOR or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the CONTRACTOR or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the CONTRACTOR, the CONTRACTOR shall, as soon as practicable but not later than two (2) days after it receives notice thereof, notify the legal counsel of HPD and the Risk Management Division of the New Mexico General Services Department by certified mail.

54. **NEW MEXICO EMPLOYEES HEALTH COVERAGE.**

a. If CONTRACTOR has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least thirty (30) hours per week over a six (6) month period during the term of the contract, CONTRACTOR certifies, by signing this agreement, to have in place, and agree to maintain for the term of the CONTRACT, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between CONTRACTOR and the State exceed $250,000 dollars.

b. CONTRACTOR agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

c. CONTRACTOR agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

55. **EMPLOYEE PAY EQUITY REPORTING.** CONTRACTOR agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this CONTRACT, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If CONTRACTOR has two hundred fifty (250) or more employees, CONTRACTOR must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, CONTRACTOR also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than one hundred eighty (180) days has elapsed since submittal of the last report, at the completion of the CONTRACT, whichever comes first. Should CONTRACTOR not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. CONTRACTOR also agrees to levy this requirement on any subcontractor(s) performing more than ten percent (10%) of the dollar value of this CONTRACT if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the

term of the CONTRACT. CONTRACTOR further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, CONTRACTOR will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. CONTRACTOR shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. CONTRACTOR acknowledges that this subcontractor requirement applies even though CONTRACTOR itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this CONTRACT was procured pursuant to a solicitation, and if CONTRACTOR has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

56. **INVALID TERM OR CONDITION.** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

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

IN WITNESS WHEREOF, the parties have executed this CONTRACT as of the date(s) below.

By:	By:
Jeff Pappas State Historic Preservation Officer New Mexico Historic Preservation Division	Annette Velarde Community Development Director City of Las Vegas
Date	Date

APPENDIX B: PROJECT BUDGET
City of Las Vegas, CLG Grant

APPENDIX B: PROJECT BUDGET

CITY OF LAS VEGAS, CERTIFIED LOCAL GOVERNMENT (CLG) GRANT
Grant # 35-16-141293.016

			TOTAL	HPD	MATCH
PROJECT: PUBLIC OUTREACH & EDUCATION					
PROJECT COORDINATOR	*Rate*	#			
Annette Velarde, Community Development Director	$33.50	50	$1,675.00	$0.00	$1,675.00
PRINCIPAL SALARIES					
Floyd Lovato, Planning & Zoning Coordinator	$19.00	40	$760.00	$0.00	$760.00
Annette Velarde, Event Planner/Film Liaison	$22.13	16	$354.08	$0.00	$354.08
Design Review Board (Project Representative)	$40.00	10	$400.00	$0.00	$400.00
Design Review Board (Four Members)	$40.00	8	$320.00	$0.00	$320.00
MISCELLANEOUS					
Consultant Services	$10,000.00	1	$10,000.00	$9,000.00	$1,000.00
Filming Services	$1,500.00	1	$1,500.00		$1,500.00
DELIVERABLES					
Advertising	$3,000.00	1	$3,000.00		$3,000.00
	PROJECT TOTAL		$18,009.08	$9,000.00	$9,009.08

	LAS VEGAS CLG PROJECTS TOTAL	HPD	MATCH
PROJECT, GRANT & MATCH TOTALS	**$18,009.08**	**$9,000.00**	**$9,009.08**

Department of Finance & Administration / Local Government Division
Law Enforcement Protection Fund Carryover Request Form
*****(this form must accompany the final budget submission)*****

Entity Name: City of Las Vegas
Contact Name: Ann Marie Gallegos
Contact Title: Finance Director
Contact Phone Number: 505-426-3251
Contact E-mail Address: amgallegos@ci.las-vegas.nm.us

I hereby certify that the information presented on this form is true and correct to the best of my knowledge:

Ann M. Gallegos — 7/28/16
Signature — *Date*

We hereby request approval from the Department of Finance & Administration / Local Government Division (DFA/LGD) to carryover the following balance from the Law Enforcement Protection Fund (LEPF) distribution:

Current Fiscal Year:	FY2015/2016
Total Distribution for Current FY:	$38,000.00 ($11,931 after NMFA intercept of $26,069)
Balance on June 30th:*	$7,940.00

If the carryover is approved, we will be expending the balance in the succeeding fiscal year for the following allowable uses:

Succeeding Fiscal Year: FY2016/2017
(This is the fiscal year that balance will be carried over to)

Allowable Uses (pursuant to LEPF Rule, 2.110.3 NMAC):

The Las Vegas City Police Department is requesting to utilize the rollover funds to complete the equiping of police units. ✓

***The June 30th balance should only be from the LEPF distribution and not include any other revenue sources. If the June 30th balance is greater than the total distribution amount for the current fiscal year, then the entity has a balance left over from a prior fiscal year's carryover. Balances can only be carried over for one subsequent year.** *Therefore, the balance calculated below that is from a prior fiscal year's carryover must be reverted to the State of New Mexico:*

Calculated Reversion Amount.

Balance on June 30th:	$7,940.00
LESS Total Distribution for Current FY:	$38,000.00
Reversion Due to State:	None

Reversion Instructions

A check made payable to the "State of New Mexico, Department of Finance & Administration" for the Reversion Due to State amount above should be mailed to the following address:

Brenda L. Suazo-Giles, Budget & Finance Analyst
DFA / Local Government Division
Bataan Memorial Building, Suite 201
Santa Fe, NM 87501

If you have questions on this form, please call (505) 827-4127.

Pursuant to the LEPF Rule, 2.110.3.10C, New Mexico Administrative Code, "The distributions from the fund are to be used, not accumulated. Fund balances may be carried over to a succeeding fiscal year only with prior written approval from the local government division."

FOR DFA/LGD USE ONLY — RECEIVED LOCAL GOVERNMENT DIVISION — Approved: ✓ Yes ___ No — Approved Carryover Amount: $ 7,940.00

DATE 8/1/16

BY Brenda L. Suazo-Giles
DEPARTMENT OF FINANCE AND ADMINISTRATION

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/30/16 DEPT: Finance MEETING DATE: 09/13/16

DISCUSSION ITEM/TOPIC:
Review and certify fixed assets/inventories for 2016 on behalf of the City of Las Vegas

BACKGROUND/RATIONALE:
The City of Las Vegas/Finance Department is requesting certification of fixed assets/inventory for 2016. This certification will keep the City of Las Vegas in compliance with the State Audit Act of 2016.

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
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 08/31/16 DEPT: Police MEETING DATE: 09/13/16

***DISCUSSION ITEM/TOPIC*: Pass through funding through the Department of Finance and Administration for the E-911 system for the Las Vegas Police Department and Department of Public Safety District 2.**

***BACKGROUND/RATIONALE:* The Las Vegas City Police Department is requesting approval to utilize funding in the amount of $333,613.00 for operation of the E-911system for the Las Vegas City Police Department and the Department of Public Safety District 2 office.**

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.

#204 ann 201

CHIEF JUAN F. MONTAÑO

REVIEWED AND APPROVED BY:

TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

SUSANA MARTINEZ
GOVERNOR

RICK LOPEZ
DIRECTOR

DUFFY RODRIGUEZ
CABINET SECRETARY

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

August 19, 2016

Chief Juan Montano
City of Las Vegas
318 Moreno St.
Las Vegas, New Mexico 87701

Dear Chief Montano,

Attached is a fully executed Fiscal Year 2017 (FY 17) E-911 Grant Agreement for your records. The period covered through this E-911 Grant Agreement is July 1, 2016 through June 30, 2017. Listed below are some specific sections we ask that you pay close attention to.

Article II – Reports of your Grant Agreement

- Exhibit A is for your Public Safety Answering Point (PSAP) Annual Report for FY 17, July 1, 2016 through June 30, 2017 and is due no later than July 10, 2017.

- Exhibit B is for your Federal 911 Resource Center Report for Calendar Year 2016, January 1 through December 31, 2016 and is due no later than January 30, 2017.

Article III – Consideration and Method of Payment

- Funds appropriated for your grant will be expended in accordance with the approved Revenue/Expenditure Budget, referenced as Exhibit C and in accordance with 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds."

If you have any questions regarding this matter, please call Bill Range, E-911 Program Manager at (505) 827-4804 or Michael Mariano, E-911 Bureau Chief at (505) 699-6911.

Sincerely,

Rick Lopez, Director
Local Government Division

Enclosures

DFA-LGD
2016 AUG 19 PM 1:23
SANTA FE, N.M. 87501

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

GRANT AGREEMENT

Project No. 17-E-20

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA), State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the **DIVISION**, and the **City of Las Vegas**, hereinafter called the **GRANTEE**.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, State of New Mexico, 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, 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 abuses of the emergency system by documenting callers; and

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 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 June 21, 2016, the State Board of Finance awarded the Grantee **$ 333,613.00** for enhanced 911 services and equipment.

NOW, THEREFORE, the parties hereto do mutually 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, 2016**, through **June 30, 2017**.

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 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 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 **$ 333,613.00** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Revenue/Expenditure Budget (Budget), attached to and incorporated by reference as Exhibit "C", and in accordance with 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, 10.6.2.11(F) 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, 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 shall 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 of the parties hereto upon written notice delivered to the other party at least 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 shall 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 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 other state laws, rules, policies and with respect to the acceptance and use of State funds. Also, the Grantee 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 Geographic Information Systems (GIS) addressing and digital mapping data to the PSAP that provides the enhanced 911 service to the Grantee.

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 10.6.2 NMAC. This information shall 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 the 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 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 overall supervision of the approved project:

Name: Chief Juan Montano
Title: Chief of Police
Address: 318 Moreno St.
Las Vegas, New Mexico 87701

Phone: 505-425-7504
Fax: 505-425-5046
Email: juan_montano@ci.las-vegas.nm.us

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

Name: Bill Range

Title: E-911 Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, NM 87501

Phone: 505-827-4804
Fax: 505-827-4948
Email: bill.range@state.nm.us

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory — Date 8/16/16

Richard Trujillo
(Type or Print Name)

STATE OF NEW MEXICO)
)ss.
COUNTY OF San Miguel)

The foregoing instrument was acknowledged before me this 16th day of August, 2016, by Suzette N. Rudolph.

Notary Public

OFFICIAL SEAL
Suzette N. Rudolph
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 11/4/19

My Commission Expires: 11/4/19

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: _____ Date 8/19/16
Rick Lopez, Director

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 19 day of August, 2016, by Rick Lopez.

Notary Public

OFFICIAL SEAL
Shawntae Barela
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 3-16-2020

My Commission Expires: 3/16/2020

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 E911and 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	

Section	PSAP Input
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. Include a copy of your procedures.	
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. Include a copy of your procedures.	
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
Jul			
Aug			
Sep			
Oct			
Nov			
Dec			
Jan			
Feb			
Mar			
Apl			
May			
June			
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	

New Mexico E-911 Program Grant

Exhibit C

Local Government Division
Department of Finance and Administration

Grantee:	City of Las Vegas	**Grant Award:**	333,613
Address:	318 Moreno Street	**Project Number:**	17-E-20
	Las Vegas, NM 87701	**Grant Period:**	July 1, 2016 - June 30, 2017
Telephone:	575-454-1401		
	Number of Funded PSAP Positions:	**Las Vegas - 3, DPS Dist 2 - 3**	

Budget Line Items	**Total Budgeted Amount**
Capital	
E-911 Equipment Upgrades	-
Firewall and Router Equipment	-
Dispatch Software	-
Recorder	-
UPS/Generator	-
Capital Subtotal	-
Recurring Network/Managed Services	
Voice Network	120,000
Data MPLS Network	38,774
Wireless Cost Recovery	2,700
Recurring Network/Circuit Subtotal	**161,474**
Recurring Maintenance	
System Maintenance	127,000
Recurring Maintenance Subtotal	**127,000**
Services/Training	
911 Related Training	15,000
911 Related GIS	6,000
911 Consulting Services	1,924
GIS Consulting Services	16,300
Interpretive Services	200
Minor Equipment	5,715
Services/Training Subtotal	**45,139**
TOTAL	**333,613**

TEMPLATE

Under this cover please find a "template" for the contracts you will review for various organizations. The foundation of every contract will remain the same based on this template with only the yellow highlighted portions changing to add the specifics needed for each organization. The scope of work, specific reporting requirements, and date deadlines will be found in each organization's Addendum A, Scope of Work.

Thank You.

TEMPLATE

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
NAME OF ORGANIZATION

This contract entered into this _____ day of _____, 2016, and effective Month ___, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and Name of Organization, a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Contractor is a non-profit corporation, whose purpose is XXXXXX.

WHEREAS, the City commits financial support through June 30, 2017, prorated on a quarterly or project completion basis in an amount during contract period not to exceed XXX Thousand and 00/100 Dollars (0,000.00) to be paid to the Contractor under the terms and conditions of this Contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under Addendum A, Scope of Work attached hereto) has been completed and services have been provided to the City according to the schedule indicated in said Addendum. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

See Addendum A, Scope of Work attached hereto.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and as detailed in Addendum A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. ANNUAL AUDIT

Contractor shall provide a complete financial audit to the City no later than three (3) months from the effective date of this contract. The audit must be prepared by an independent auditor and will be paid for by the Contractor.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (v) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office.

F. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

G. HOLD HARMLESS

Contractor 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, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Contract for negligence acts, errors or omissions to act occurring during the term of this Contract.

H. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

I. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall hav any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

J. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

K. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

L. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

M. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

N. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

O. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

R. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

S. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

T. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

U. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

TEMPLATE

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Las Vegas in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

W. THIRD PARTY BENEFICIARIES

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

X TERM

The term of this Contract will be **Month XX, 2016 thru June 30, 2017**. *Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.*

Y. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

SIGNED:

_____	_____
Richard Trujillo, City Manager	Organization

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

_____

H. Chico Gallegos, City Attorney

ATTEST:

_____

Casandra Fresquez, City Clerk

Addendum A
Scope of Work

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: September 7, 2016 **DEPT:** Community Development Dept.

MEETING DATE: September 13, 2016

DISCUSSION ITEM/TOPIC: Contract with The City of Las Vegas and Las Vegas/San Miguel Chamber of Commerce.

BACKGROUND/RATIONALE: The Las Vegas/San Miguel Chamber of Commerce a non-profit corporation, whose purpose is to support, advocate for, and further the interests of the businesses located within Las Vegas and San Miguel County.

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.

Annette Velarde
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron
TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
Las Vegas/San Miguel Chamber of Commerce

This contract entered into this _____ day of _____, 2016, and effective ____ ___, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and Las Vegas/San Miguel Chamber of Commerce, a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to support, advocate for, and further the interests of the businesses located within Las Vegas and San Miguel County.

WHEREAS, the City commits financial support through June 30, 2017, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Fifteen Thousand and 00/100 Dollars (15,000.00) to be paid to the Contractor under the terms and conditions of this Contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under Addendum A, Scope of Work attached hereto) has been completed and services have been provided to the City according to the schedule indicated in said Addendum. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

See Addendum A, Scope of Work attached hereto.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and as detailed in Addendum A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. ANNUAL AUDIT

Contractor shall provide a complete financial audit to the City no later than three (3) months from the effective date of this contract. The audit must be prepared by an independent auditor and will be paid for by the Contractor.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (v) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office.

F. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

G. HOLD HARMLESS

Contractor 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, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Contract for negligence acts, errors or omissions to act occurring during the term of this Contract.

H. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

I. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

J. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

K. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

L. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

M. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

N. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

O. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

R. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

S. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

T. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

U. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Las Vegas in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

W. THIRD PARTY BENEFICIARIES

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

X TERM

The term of this Contract will be _____, **2016 thru June 30, 2017**. *Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.*

Y. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

SIGNED:

_____
Richard Trujillo, City Manager

_____
Las Vegas/San Miguel Chamber of Commerce

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

_____
H. Chico Gallegos, City Attorney

ATTEST:

_____
Casandra Fresquez, City Clerk

Addendum A
Scope of Work

The Las Vegas San Miguel Chamber of Commerce ("Chamber") shall provide to the City of Las Vegas the following:

The Chamber shall contract with the New Mexico Hospitality Association to provide a Las Vegas/San Miguel County focused tourism and customer service training. The training is to be scheduled no later than October 31, 2016 and completed no later than January 31, 2017.

The training shall be developed with the professional assistance of the NM Hospitality Association, City of Las Vegas Community Development Staff, and the Chamber. The training will be offered to all business and industry in the Las Vegas/San Miguel area, but shall be specifically targeted for industries who are tourism related which shall include museums, event related industries, non-profits, arts and cultural organizations, service stations, restaurants, hotels, and other service and retail related industries.

The Chamber shall provide an invitation "guest list" (list of businesses and services providers*) to the City of Las Vegas and assure a minimum of 90% participation by the hotel/motel, restaurant, lounge industry and at minimum a 60% attendance and participation rate of other retail and tourism related industries.

*Guest list shall include Business Name, Owner/Operator, address, phone number and email address. A list of all attendees and their contact information shall be provided to the City of Las Vegas no later than Ten (10) working days after said training.

Hot Spot – The Chamber no later than November 30, 2016 will provide Ten (10) Las Vegas Hot Spots in high traffic areas including the Official Las Vegas Visitor Center and another spot near the Historic Plaza. Locations shall also include multiple high traffic areas throughout Las Vegas as determined by Desert Gate, the Chamber and the City of Las Vegas. Hotspots/businesses shall not have previously or currently been providing free web access to the public and shall not fall below Ten (10) hot spot locations through June 30, 2017. The service shall be offered at no charge to users, and used as a marketing tool to assist Chamber members in promoting individual businesses and business collectively. The promotion shall include individual ads, banners and pop ups and shall include links to the Las Vegas tourism website visitlasvegas.nm.com or damnauthentic.com.

The Chamber shall provide to the City of Las Vegas a comprehensive report of users/usage per hot spot, amount of click throughs per spot, and comprehensive accounting of the businesses being promoted. If the Chamber or businesses are offering coupons or discounts of some type, the amount offered and the amount used shall be provided to City of Las Vegas on a quarterly basis.

Contractor will enter into reciprocity agreements with the Chambers of Commerce in Albuquerque, Angel Fire, Espanola, Mora, Santa Fe, and Taos as means of positioning and promoting the City of Las Vegas and San Miguel County. Contractor on a monthly basis will connect with Reciprocity Partners to promote the City of Las Vegas and share pertinent Chamber initiates and information including providing tourism collateral to the Reciprocity Partners.

Contractor will attend a Social Media Workshop provided to the Contractor at no charge by the City of Las Vegas and its Design Firm, Cisneros Design. It shall publicize public announcements via radio and social media for its membership to attend the same workshop. Workshop is scheduled for September 27, 2016, 6:00 PM at the NMHU Student Center, third floor.

Contractor will assist the City in promoting the City brand, "Old Trails, New Adventures" and also assist the City with support by participating in the current City Marketing Campaign "So Damn Authentic we Can Prove It." The purpose of which is to jointly focus efforts and promote business as one reason to visit Las Vegas and support overall drive of tourism to Las Vegas, New Mexico.

Contractor shall offer to, and sell the benefits of using the "Damn Authentic" and branding campaign to its membership. It shall educate its' membership on the benefits of using "Proof" thus multiplying the exposure of the City of Las Vegas marketing campaign as a means of promoting individual and collective businesses. Contractor will work with the Community Development Department of the City of Las Vegas to familiarize itself with the benefits and offerings and shall abide by all artistic and usage guidelines provided by the City of Las Vegas.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: September 7, 2016 **DEPT:** Community Development Dept.

MEETING DATE: September 13, 2016

DISCUSSION ITEM/TOPIC: Contract with The City of Las Vegas and Las Vegas First Independent Business Alliance (Entrepreneurial Network Program).

BACKGROUND/RATIONALE: The Las Vegas First Independent Business Alliance (Entrepreneurial Network Program) contracts with Regional Development Corporation (RDC to help retain, expand, and/or create new small businesses in Northern New Mexico by sustaining an Entrepreneurial Network Program serving Las Vegas.

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.

Annette Velarde
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron
TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
LAS VEGAS FIRST INDEPENDENT BUSINESS ALLIANCE
(ENTREPRENEURIAL NETWORK PROGRAM)

This contract entered into this _____ day of _____, 2016, and effective _____, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and the Las First Independent Business Alliance (Entrepreneurial Network Program), a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Regional Development Corporation (RDC) has entered into contract with the Las Vegas First Independent Business Alliance to help retain, expand, and/or create new small businesses in Northern New Mexico by sustaining an Entrepreneurial Network Program serving Las Vegas; and

WHEREAS, the Las Vegas First Independent Business Alliance has provided written documentation demonstrating that the Regional Development Corporation (RDC) has renewed funding for the Entrepreneurial Network Program; and

WHEREAS, the City commits financial support through June 30, 2017, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Ten Thousand and 00/100 Dollars ($10,000.00) **to be paid to the Contractor under the terms and conditions of this Contract.**

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under Addendum A, Scope of Work attached hereto) has been completed and services have been provided to the City according to the schedule indicated in said Addendum. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

See Addendum A, Scope of Work attached hereto.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and as detailed in Addendum A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. ANNUAL AUDIT

Contractor shall provide a complete financial audit to the City no later than three (3) months from the effective date of this contract. The audit must be prepared by an independent auditor and will be paid for by the Contractor.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (v) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office.

F. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

G. HOLD HARMLESS

Contractor 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, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Contract for negligence acts, errors or omissions to act occurring during the term of this Contract.

H. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of

transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

I. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

J. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

K. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

L. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

M. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

N. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

O. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

R. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

S. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

T. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

U. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks,

Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Las Vegas in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

W. THIRD PARTY BENEFICIARIES

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

X TERM

The term of this Contract will be _____, **2016 thru June 30, 2017**. *Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.*

Y. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

SIGNED:

_____ _____

Richard Trujillo, City Manager Organization

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

_____

H. Chico Gallegos, City Attorney

ATTEST:

_____

Casandra Fresquez, City Clerk

Addendum A
Scope of Work

Las Vegas First Independent Business Alliance (Entrepreneurial Network Program) shall provide to the City of as Vegas the following:

1. Contractor shall retain an EN Network Facilitator to carry out the tasks and duties of this Agreement.

2. Contractor shall attend all trainings presented by the Regional Development Corporation.

3. Contractor shall utilize the Las Vegas First Independent Business Alliance website to provide the following information: mission and goals of the EN Program, contact information for the EN Program Facilitator and EN Program resources available to the community. Contractor shall coordinate with the City's IT Manager to link to the City's website, www.lasvegasnm.gov.

4. Contractor shall provide EN updates in the Las Vegas First Independent Business Alliance newsletter.

5. Contractor shall provided free one-on-one business consultations with local entrepreneurs to identify their specific needs and provide referrals for technical assistance, marketing strategies, micro loans, grant writing and other valuable community resources.

6. Contractor shall work closely with the Tri-County Farmers Market to coordinate entrepreneurial assistance for local farmers wishing to grow their business through product manufacturing.

7. Contractor shall collaborate with regional EN Network project partners to create standardized client tracking, client services, quality assessment and accountability processes.

8. Contractor shall provide a list of all clients it serves under its agreement with the Regional Development Corporation contract.

9. Contractor shall provide at minimum the name of each business, business or service it provides business counseling to. It shall provide bi-monthly to the City of Las Vegas the primary contact, address, phone number, and email of every client it counsels under said program. Reporting shall include the nature of counseling, the status and outcome of each business after 3 months, 6 months, 9 months, 12 months and 15 months to include office or business location, number of employees, number of new hires and the types of positions filled and the nature of ongoing consultation and progress or transition to another program (such as the Business Incubator or other).

10. Payment to the Contractor shall be quarterly in the amount of **two thousand and five hundred dollars ($2,500) each quarter**. Contractor will submit in addition to the above, to the Community Development Director a **hard copy** status/activity report, to include a detailed financial report, and original invoice on a quarterly basis for review and approval prior to the

City making payment to the Contractor. Quarterly invoices and reports shall be submitted in the month following the end of the calendar quarter. The invoice and report for the final quarter of the City's fiscal year shall be submitted by the first week of June. Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice.

11. Contractor will attend a Social Media Workshop provided to the Contractor at no charge by the City of Las Vegas and its Design Firm, Cisneros Design. It shall publicize public announcements via radio and social media for its membership to attend the same workshop. Workshop is scheduled for September 27, 2016, 6:00 PM at the NMHU Student Center, third floor.

12. Contractor will assist the City in promoting the City brand, "Old Trails, New Adventures" and also assist the City with support by participating in the current City Marketing Campaign "So Damn Authentic we Can Prove It." The purpose of which is to jointly focus efforts and promote business as one reason to visit Las Vegas and support overall drive of tourism to Las Vegas, New Mexico.

13. Contractor shall offer to, and sell the benefits of using the "Damn Authentic" and branding campaign to the business it counsels. It shall educate its' consultee on the benefits of using "Proof" thus multiplying the exposure of the City of Las Vegas marketing campaign as a means of promoting individual and collective businesses. Contractor will work with the Community Development Department of the City of Las Vegas to familiarize itself with the benefits and offerings and shall abide by all artistic and usage guidelines provided by the City of Las Vegas.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: September 7, 2016 **DEPT:** Community Development Dept.

MEETING DATE: September 13, 2016

DISCUSSION ITEM/TOPIC: Contract between The City of Las Vegas and Mainstreet de Las Vegas.

BACKGROUND/RATION Mainstreet de Las Vegas a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts.

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.

Annette Velarde
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurulé-Girón
TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
MAINSTREET DE LAS VEGAS

This contract entered into this _____ day of _____, 2016, and effective _____ ___, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and Mainstreet de Las Vegas, a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Contractor is a non-profit corporation, whose purpose is purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. Three districts exist on the National and Local Registers of Historic Places they are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District.

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WHEREAS, the City commits financial support through June 30, 2017, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Fifteen Thousand and 00/100 Dollars (15,**000.00)** to be paid to the Contractor under the terms and conditions of this Contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under Addendum A, Scope of Work attached hereto) has been completed and services have been provided to the City according to the schedule indicated in said Addendum. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

See Addendum A, Scope of Work attached hereto.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and as detailed in Addendum A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a qua erly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. ANNUAL AUDIT

Contractor shall provide a complete financial audit to the City no later than three (3) months from the effective date of this contract. The audit must be prepared by an independent auditor and will be paid for by the Contractor.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (v) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office.

F. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

G. HOLD HARMLESS

Contractor 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, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Contract for negligence acts, errors or omissions to act occurring during the term of this Contract.

H. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of

transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

I. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

J. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

K. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

L. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

M. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

N. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

O. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

R. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

S. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

T. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

U. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks,

Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Las Vegas in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

W. THIRD PARTY BENEFICIARIES

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

X TERM

The term of this Contract will be _____, **2016 thru June 30, 2017**. *Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.*

Y. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

SIGNED:

_____	_____
Richard Trujillo, City Manager	Mainstreet de Las Vegas

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

_____

H. Chico Gallegos, City Attorney

ATTEST:

_____

Casandra Fresquez, City Clerk

Addendum A
Scope of Work

Mainstreet de Las Vegas shall provide to the City of Las Vegas the following:

Contractor shall continue to facilitate economic positioning, to include coordination and identification of funding sources for catalytic projects, such as the Railroad District "Great Blocks on Mainstreet" project, E. Romero Hose & Fire Building re-use as a fire truck and acequia museum, collaboration with the Las Vegas Arts Council on the re-use of the U7 building as a community art space, and assistance to the Castaneda Hotel owner with the next NMFA grant proposal for New Market Tax Credits.

Contractor shall provide to the City on a regular basis the status of the application to NMFA to update the City's Downtown Action Plan/MRA.

Contractor shall educate and work with existing and potential building owners to assist with State Tax Credit applications for the renovation and re-use of buildings. A minimum of Five (5) applications shall be submitted for tax credits with Name, contact information and status to be reported to the City.

Contractor shall coordinate meetings with the New Mexico Mainstreet consultant to review MRA/TIF financing.

Contractor shall manage and implement façade/streetscape improvement projects that will include providing support and assistance for Façade Squad improvements to the exterior of vacant buildings, completing the shade structure at the rear of the Bridge Street Breezeway, improving Carnegie Library exterior gutters and wood trim, implementing the Center Block Garden, researching funding opportunities for the Lion Park fountain gazebo covering, and assisting with fundraising efforts to purchase street furniture (trash receptacles, benches and trees) with the input and approval of the City of Las Vegas.

Contractor shall work collaboratively with the City of Las Vegas and the City's Design Review Board and shall make recommendations on "CH Overlay" expansion within the Mainstreet Corridor. Contractor shall research and recommend changes to the Cultural Historic Preservation ordinance to address uniformity of paint colors and building signage. Recommendations shall be submitted to the City no later than November 30, 2016.

Contractor shall research and recommend changes to the Vacant Building ordinance by November 30, 2016.

Contractor shall maintain an updated website that includes the mission and goals of the organization, as well as past and current projects.

Contractor will attend a Social Media Workshop provided to the Contractor at no charge by the City of Las Vegas and its Design Firm, Cisneros Design. Workshop is scheduled for September 27, 2016, 6:00 PM at the NMHU Student Center, third floor.

Contractor will assist the City in promoting the City brand, "Old Trails, New Adventures" and also assist the City with support by participating in the current City Marketing Campaign "So Damn Authentic we Can Prove It." The purpose of which is to jointly focus efforts and promote business as one reason to visit Las Vegas and support overall drive of tourism to Las Vegas, New Mexico.

Contractor shall educate its associates on the benefits of using of using the "Damn Authentic" and branding campaign and "Proof" thus multiplying the exposure of the City of Las Vegas marketing campaign as a means of promoting individual and collective businesses. Contractor will work with the Community Development Department of the City of Las Vegas to familiarize itself with the benefits and offerings and shall abide by all artistic and usage guidelines provided by the City of Las Vegas.

Contractor shall continue to promote businesses and events through social media to be updated weekly with project updates, community events/announcements, downtown business promotion, etc. Contractor shall continue to coordinate event planning and marketing efforts through #damnauthentic and continue as a "Brand Champion" for *Old Trails, New Adventures*.

Contractor shall employ a student intern to assist with website maintenance and updates, project coordination and volunteer recruitment to promote Las Vegas as a "college town."

Contractor shall facilitate, obtain business sponsorships/donations and manage the event "Santa in the Park" (first Saturday in December). Contractor will assure a suited Santa, and toy/gifts to be given to no less than 1,000 children. Contractor will decorate the Plaza Park gazebo in such a professional manner as to assure maximum promotion of Las Vegas in photos and as a holiday destination. Contractor agrees to market and promote event at its own cost in print and social media, and in addition to marketing/promotion by the City of Las Vegas. Contractor shall promote Mainstreet corridor businesses by encouraging shops to extend hours through the Santa in the Park event and parade.

Contractor shall respond to funding opportunities that support the Contract Scope and shall support Mainstreet Capital Outlay lobbying efforts.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: September 7, 2016 **DEPT: Community Development Dept.**

MEETING DATE: September 13, 2016

DISCUSSION ITEM/TOPIC: Contract between the City of Las Vegas and Las Vegas/San Miguel Economic Development Corporation.

BACKGROUND/RATIONALE: the Contractor is a non-profit corporation, whose purpose is to promote Las Vegas and San Miguel County as a desirable place to do business, produce goods and services, and educate.

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.

Jennette Velarde

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron

TONITA GURULE-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
LAS VEGAS/SAN MIGUEL ECONOMIC DEVELOPMENT CORPORATION

This contract entered into this _____ day of _____, 2016, and effective _____ ___, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and Las Vegas/San Miguel Economic Development Corporation, a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to promote Las Vegas and San Miguel County as a desirable place to do business, produce goods and services, and educate.

WHEREAS, the City commits financial support through June 30, 2017, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Fifteen Thousand and 00/100 Dollars (15,**000.00)** to be paid to the Contractor under the terms and conditions of this Contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under Addendum A, Scope of Work attached hereto) has been completed and services have been provided to the City according to the schedule indicated in said Addendum. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

See Addendum A, Scope of Work attached hereto.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and as detailed in Addendum A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. ANNUAL AUDIT

Contractor shall provide a complete financial audit to the City no later than three (3) months from the effective date of this contract. The audit must be prepared by an independent auditor and will be paid for by the Contractor.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (v) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office.

F. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

G. HOLD HARMLESS

Contractor 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, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Contract for negligence acts, errors or omissions to act occurring during the term of this Contract.

H. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

I. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

J. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

K. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

L. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

M. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

N. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

O. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

R. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

S. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

T. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

U. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Las Vegas in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

W. THIRD PARTY BENEFICIARIES

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

X TERM

The term of this Contract will be _____, **2016 thru June 30, 2017**. *Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.*

Y. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

SIGNED:

_____ _____

Richard Trujillo, City Manager Organization

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

_____

H. Chico Gallegos, City Attorney

ATTEST:

_____

Casandra Fresquez, City Clerk

Addendum A
Scope of Work

The Las Vegas/San Miguel Economic Development Corporation shall provide to the City of Las Vegas the following:

Contractor shall recruit Six (6) brand new food based businesses, not previously identified to use its Community Venture Kitchen on a consistent basis.

Contractor shall provide a list of the businesses it solicits and recruits under this agreement. Contractor shall provide at minimum the name of each business, offerings or service it provides. It shall provide bi-monthly to the City of Las Vegas the primary contact, address, phone number, and email of every business it has contacted and recruits under said program. Reporting shall include the status and outcome of each business after 3 months, 6 months, 9 months, 12 months and 15 months to include hours of use, number of employees, number of new hires and the types of positions filled and the nature of progress (outcomes) or transition to another program (such as the Business Incubator or other).

Contractor shall recruit Six (6) brand new businesses, not previously identified that will locate and inhabit the Business Incubator.

Contractor shall provide a list of the businesses it solicits and recruits under this agreement. Contractor shall provide at minimum the name of each business, offerings or service it provides. It shall provide bi-monthly to the City of Las Vegas the primary contact, address, phone number, and email of every business it has contacted and recruits under said program. Reporting shall include the status and outcome of each business after 3 months, 6 months, 9 months, 12 months and 15 months to include hours of use, number of employees, number of new hires and the types of positions filled and the nature of progress (outcomes) or transition to another program.

Contractor shall manage the Dee Bibb Industrial Business Park and recruit 3 businesses to locate within the park (at least one every 4 months. It will oversee infrastructure an improvements for drainage, roads and lighting.

Contractor shall work with the City of Las Vegas Community Development Division, professional athletic expert(s) to create, vigorously market, and execute an annual long distance running/cycling event to be named The Hermits Peak Run which shall occur in spring or fall annually and shall be held along the Gallinas River Canyon Road above the United World College. Event shall be executed to promote athletics and health and to achieve maximum exposure to Las Vegas and to maximize lodging occupancy.

Contractor will attend a Social Media Workshop provided to the Contractor at no charge by the City of Las Vegas and its Design Firm, Cisneros Design. It shall publicize public announcements via radio and

social media for its Incubator and Community Kitchen Participants to attend the same workshop. Workshop is scheduled for September 27, 2016, 6:00 PM at the NMHU Student Center, third floor.

Contractor will assist the City in promoting the City brand, "Old Trails, New Adventures" and also assist the City with support by participating in the current City Marketing Campaign "So Damn Authentic we Can Prove It." The purpose of which is to jointly focus efforts and promote business as one reason to visit Las Vegas and support overall drive of tourism to Las Vegas, New Mexico.

Contractor shall offer to, and sell the benefits of using the "Damn Authentic" and branding campaign to its Venture Kitchen and Business Incubator clients. It shall educate its' clients and staff on the benefits of using "Proof" thus multiplying the exposure of the City of Las Vegas marketing campaign as a means of promoting individual and collective businesses. Contractor will work with the Community Development Department of the City of Las Vegas to familiarize itself with the benefits and offerings and shall abide by all artistic and usage guidelines provided by the City of Las Vegas.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: September 7, 2016 **DEPT:** Community Development Dept.

MEETING DATE: September 13, 2016

DISCUSSION ITEM/TOPIC: Contract between The City of Las Vegas and The Parachute Factory.

BACKGROUND/RATIONALE: The Parachute Factory is a non-profit corporation, whose purpose is to implement a fast track, highly effective digital fabrication, manufacturing program and certification in The City of Las Vegas.

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.

Annette Velarde
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurule-Giron
TONITA GURULÉ-GIRÓN
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

Revised 4/20/16

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
THE PARACHUTE FACTORY

This contract entered into this _____ day of _____, 2016, and effective _____ ___, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and The Parachute Factory, a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to implement a fast track, highly effective digital fabrication and manufacturing program and certification.

WHEREAS, the City commits financial support through June 30, 2017, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Eleven Thousand and 00/100 Dollars (11**,000.00)** to be paid to the Contractor under the terms and conditions of this Contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under Addendum A, Scope of Work attached hereto) has been completed and services have been provided to the City according to the schedule indicated in said Addendum. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

See Addendum A, Scope of Work attached hereto.

B. EXECUTION OF SCOPE OF WORK

Contractor shall implement the Scope of Work and as detailed in Addendum A.

C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. ANNUAL AUDIT

Contractor shall provide a complete financial audit to the City no later than three (3) months from the effective date of this contract. The audit must be prepared by an independent auditor and will be paid for by the Contractor.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (v) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office.

F. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

G. HOLD HARMLESS

Contractor 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, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Contract for negligence acts, errors or omissions to act occurring during the term of this Contract.

H. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

I. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have

any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

J. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

K. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

L. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

M. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

N. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

O. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor

under this Contract shall, at the option of the City, become equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

R. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

S. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

T. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

U. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Las Vegas in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign

immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

W. THIRD PARTY BENEFICIARIES

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

X TERM

The term of this Contract will be _____, **2016 thru June 30, 2017**. *Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.*

Y. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

SIGNED:

_____ _____

Richard Trujillo, City Manager Organization

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

_____

H. Chico Gallegos, City Attorney

ATTEST:

_____

Casandra Fresquez, City Clerk

Addendum A

Scope of Work

(Under this Cover)

City of Las Vegas, New Mexico

Workforce and Talent Development / Economic Development Funding

Certification in Digital Fabrication, Making

PROJECT PLAN

What is your goal/objective for improving Las Vegas' workforce? What problems will your project/program solve in our workforce?

Our goal is implement a fast track, highly effective **digital fabrication and manufacturing program** to teach the emerging critical skills for necessary succeeding in our rapidly evolving regional economy. Our program will:

- Develop cutting-edge skills necessary for competing across a wide variety of emerging fields and evolving professions.
- Cultivate entrepreneurial opportunities by connecting students and graduates with new ideas, resources and potential partners.
- Establish a recognized professional certification for individuals completing the program that will enable employers and investors to clearly understand an individual's baseline skills and potential.
- Work with established expert partners to actively place certified graduates in high-opportunity job and apprenticeship positions.

Most workforce development programs, especially those focusing on our core target group of underserved youth and veterans, do a good job of placing people in lower income manual labor jobs, but don't **prepare them for positions of leadership and expertise in a dynamic, digitally-focused economy**. Simultaneously, too few potential entrepreneurs are exposed to the tools and techniques necessary to ignite and manifest potential product ideas. Our program will alter this dynamic in Las Vegas and, eventually, throughout New Mexico.

The results of the program will be to:

- Establish Las Vegas as a progressive epicenter for practical, effective, reliable training in important workplace technologies.
- Infuse a generation with the skills to be competitive in the workplace.

- Allow Las Vegas to take a leadership role in establishing best practices for workforce development of emerging critical skillsets.
- Significantly expand the reach and wage potential of partner programs such as YouthWorks! and HELP New Mexico.
- Create a self-sustaining workforce development and entrepreneurial support system

Describe your program or project. Please include a narrative of the process including a timeline and key milestones.

We are creating a pilot program offering a **Certification in Digital Fabrication, Making and Manufacturing.** The program will be developed initially in Santa Fe and Las Vegas, New Mexico.

The curriculum and certification program to train and certify New Mexicans (and especially local underserved youth) aims to combine the **most important job skills for success in the near future with cultivating entrepreneurial potential in the long-term**.

Following a successful pilot, we will expand into additional communities, such as Santa Fe, Albuquerque, and Taos. **Statewide expansion will ensure that employers across New Mexico are aware of the benefits of the program and the trustworthiness of the certification**.

Understanding digital fabrication tools and techniques is rapidly becoming a core competency of the existing and future job markets. Just as proficiency with computers and software became the defining skillset of a generation, digital fabrication and the associated tools and techniques are poised to define the next generation of high-skill employees in construction, manufacturing, design, architecture, product development, and a host of additional fields.

Ultimately, **the program will be self-sustaining** through a combination of low-cost tuition, business (key employer) sponsorship, and the creation of an in-house manufacturing concern that will serve as the crucible for student engagement and development. Much in the same way that culinary students spend time operating a campus restaurant, our students will help design and produce key products using digital fabrication technologies.

Timeline and Milestones:

1. Formalize core responsibilities and deliverables of partner agencies and programs: Sept. 2016.
2. Begin outreach and recruitment of pilot program candidates: Oct. 2016.
3. Resolve core components of certification program and correlate benchmarks to department of labor standards: Oct. / Nov., 2016.
4. Finalize instructors for all aspects of program as well as visiting experts: Nov., 2016.

5. Execute 6 month program: November 2016 through April 2017.
6. Graduation and presentation of certifications: May 2017.
7. Placement of graduates in jobs/apprenticeships: May-July 2017.
8. Aggregation of student experience, partner input, data tracking and results into report: June 2017.

This is a model program capable of expanding statewide and pursuing state and federal funding going forward and capable of franchise-style replication in other locations throughout the United States.

What areas/populations you intend to target:

Via our partnerships with YouthWorks! and HELP New Mexico we will work actively with disconnected youth as the core and most critical outreach group and beneficiary of the program. We believe **we can significantly expand the fields of opportunity and the wage potential** for current and future participants in these programs and will rely on the established expertise of the programs both for identifying and recruiting candidates as well as for job and apprenticeship placement following certification.

High school and college students as well as recent college graduates will be approached in association with West Las Vegas Schools, Las Vegas City Schools, Luna Community College, UWC-USA, and Highlands University.

Low income workers and families, as well as **median income workers and their families**, will be targeted through public and social media outreach as well as through specific programs designed to encourage employers to pay reduced fees in order to help educate their existing employees and the families of those employees. In particular, we plan to work with construction and manufacturing companies as well as hopefully establish programs for City and County of Las Vegas and San Miguel employees.

Specific targeted industries will include **construction**, **manufacturing**, **architecture**, **design**, **product design**, **sales**, **art fabricators**, **medical device manufacture** and **outdoor product manufacturers.**

How will you improve, leverage existing programs and community partners? How will you avoid duplication of existing programs and resources?

Our program will interact with and build on the efforts and **established networks already created by organizations such YouthWorks! And HELP New Mexico**. For example, YouthWorks! Maintains an existing certification program called Youthbuild that trains its participants in basic construction techniques via a partnership with Habitat for Humanity. Youthworks! then works to place graduates in apprenticeship programs with local employers

and helps to offset the cost. Our certification program will offer the same kind of partnership to Youthworks that Habitat for Humanity provides. The difference will be MAKE Santa Fe taking leadership on the development and validity of the certification and **actively working to ensure that graduates are ready to go to work in higher wage positions across a wider range of fields.**

Similarly, we will complement the work HELP New Mexico does to place underserved constituents in good job opportunities.

We have additional active partnerships with the White House Nation of Makers, Harvard University's Agency by Design, Georgetown University's Maker Hub, MAKE Santa Fe at the Meow Wolf Arts Complex, the ToolBox, Taos, and the Vietnam Veterans of America.

Our team has the demonstrated expertise to develop these programs and partnerships as well as the existing relationships to guide entrepreneurially-minded graduates toward resources and opportunities for starting businesses in our community.

How will your project evolve with the needs of the labor force and business?

Our certification program is predicated on training participants in **key emerging and developing technologies and digital fabrication equipment**. It's already a core mission of Parachute Factory to provide our community constituencies with access to and examples of the most compelling and effective developing technologies and those most likely to have an impact on businesses. We bring this key competency, as well as an international network of "maker" professionals to bear on creating a dynamic and flexible curriculum that will evolve as needed. Additionally, by **working closely with regional industries and employers**, both to generate support for the program and to place graduates as employees and with apprenticeships, we'll have a direct line to the shifting needs of businesses in the area.

Finally, our program is already future forward--the first major employers outside of cabinet shops and sign production studios to embrace these technologies are just beginning to come on line in meaningful ways. We're piloting this program as we've seen these job skills explode in coastal cities and major urban centers and begin to spread to southwestern employment centers like Denver, Austin and Phoenix. **Our program is timed to match industry needs over the coming decade in New Mexico.**

What is your communications and outreach plan? Who do you need to reach and how will you achieve this?

We believe the pilot program will be 80 percent filled via referrals from partnerships with Youthworks and HELP New Mexico. However, we will need to test our outreach techniques in order to be ready to grow the program over the coming years.

We will reach out to:

- Underserved youth
- Existing employers, especially in targeted industries
- Low and median income workers
- State agencies
- Business advocacy groups, development corporations, chambers, etc
- Schools, colleges and universities
- Recent high school and college graduates
- Veterans

Targeted and paid social media campaigns will help us reach individuals who have expressed an interest and/or proclivity in the skills we offer development in. We will capture and **celebrate the experience of pilot program participants via photography and video** for outreach in the following year.

Past and current community involvement by our team members demonstrate that we have strong existing relationships for reaching the remaining key audiences.

Team Member Qualifications

Why is your team worth investment by the City of Las Vegas? Please include relevant experience and background for all team members.

Mariano Ulibarri is the founder and director of Parachute Factory, a community makerspace in Las Vegas, NM. Since 2012, Parachute Factory has been promoting the maker movement in New Mexico through local events, statewide outreach, and presentations at the national level. In 2016, Mariano was invited to participate in President Obama's Nation of Makers Makerspace Organizers Meeting at the White House in Washington, D.C. In 2015, Congressman Ben Ray Lujan honored Parachute Factory with a Congressional Record, honoring Ulibarri & the organization for its contribution to promoting STEAM learning in New Mexico. **Parachute Factory is one of 35 sites nationwide to work with the Harvard University Graduate School of Education's Agency by Design** - a multi-year research project on the impact of maker education. In 2013, Parachute Factory joined forces with the New Mexico State Library to launch the NM Makerstate Initiative - a library-based makerspace program that has grown to be one of the largest in the country. Ulibarri is a Las Vegas, NM native. His goal with the Parachute Factory is to **empower local youth to reach their full potential through science, technology, engineering, art, and mathematics education**.

Adelita Lujan

Adelita is the third generation business operator of Estella's Cafe in Las Vegas, NM. In 2012, Estella's Cafe was home to the very first Parachute Factory pop-up makerspace event, and served as home to Hacker Scouts Guild #005 and Parachute Factory for the remainder of the year. Adelita is the mother of two, and a community activist. She initially joined Parachute Factory to support her children, but has proven to be one of the organization's most valuable members over the years. **Adelita is a strong communicator, skilled at bridging gaps between populations that might otherwise not connect**. Since Parachute Factory's first event, Adelita has done her best to assure Parachute Factory could become the force that it is today.

Adam Caldwell
Adam specializes in **data visualisation and information technology**. With more than 10 years in the field, Adam has supervised IT programs at New Mexico Highlands University, Luna Community College, and the Armand Hammer United World College of the American West. Adam studied in London, and the Pacific Northwest, but has always found his way home to northern New Mexico.

Measurement and Key Indicators

What are your measures and when will they be reported?

We intend to measure the following:

- Partnerships, expectations and experiences
- Interest/applications to program
- Interest/communication with employers and agencies
- graduation/certification success level
- Job and apprenticeship placement rate
- Pre program home and workplace locations for participants
- Pre program income for participants
- Post certification home and workplace locations for participants
- Post certification income for participants
- Post certification businesses started by graduates
- Workforce training engaged by employers
- Wage change before and after workforce training
- Estimate of new jobs created in areas covered by certification
- Post certification participants who cite program as key aspect of achieving new or higher paying employment

How will we know if your project/program is succeeding?

- Certification trusted by employers

- Graduates placed in jobs and retaining jobs
- Graduates starting businesses
- Employers pursuing advanced training for employees
- Higher wages
- Desire to participate in program
- Diversity of program participants
- Success in building product-based self sufficiency program

How does your data collection inform program improvement, creation, integration, and collaboration? How are you identifying needs and trends?

In the initial phase our data collection will be **publicly available and searchable** on our website. We will invite both participants and partner organizations to make observations and suggestions based on the data. In the second phase, the data will be **visually and geographically represented and the search and view parameters will be interactive and customizable** by interest and key factors. We intend to invite all interested parties, including and especially City of Las Vegas, NM to visually track the location, achievments, job placement and wage growth of program participants and the impact on partner organizations and employers.

This powerful tool will ensure that our process and priorities are entirely transparent and **enable us to see demographics that are not utilizing the program or failing to benefit from it**. Tying ourselves to this kind of tracking also commits us to a long term relationship with progra n alumni--we don't want to push people through a program, **we want to be a long-term partner in their ongoing success, career development and entrepreneurial opportunities**.

Budget

Provide a detailed budget including a description of what funding is being requested, for how many years, from the City of Las Vegas and how funds will be used.

PERSONNEL

Mariano Ulibarri, Project Coordinator

Working with the executive teams of Make Santa Fe and Parachute Factory, Ulibarri will coordinate outreach, curriculum planning and administration, program evaluation, and strategize with other community organizations for a comprehensive workforce development program.
$6,400: 7.5 hours per week, October 2016 through May 2017, 256 hours @ $25/ hour.

MATERIALS, EQUIPMENT AND SUPPLIES

We will need to purchase equipment to educate participants in modern manufacturing technology. Included will be:

$1,400 - X-Carve CNC
$1,200 - Windows based PC for CNC Machine
$2,000 - Laser Cutters

TOTAL FUNDS REQUESTED:
$11,000

*Please note that budget is up for negotiation. Materials, equipment, and supplies may be covered through another grant. Our primary concern for this proposal is compensation for the program coordinator. In addition to the funds requested above, we would ask of the City of Las Vegas an "in-kind" contribution of physical space to run the program.

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: September 7, 2016 **DEPT:** Community Development Dept.

MEETING DATE: September 13, 2016

DISCUSSION ITEM/TOPIC: Contract between the City of Las Vegas and The Tri-County Farmers Market

BACKGROUND/RATIONALE: The Tri-County Farmers Market is a non-profit corporation, whose purpose is to provide a market place to sell fresh fruits, vegetables, plants/herbs, local crafts from the counties of San Miguel, Mora and Guadalupe.

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.

Cennette Velarde

SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

Tonita Gurulé-Giron

TONITA GURULÉ-GIRON
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

RICHARD TRUJILLO
CITY MANAGER

PURCHASING AGENT
(FOR BID/RFP AWARD)

H. CHICO GALLEGOS
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

CONTRACT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO
AND
TRI-COUNTY FARMERS MARKET

This contract entered into this _____ day of _____, 2016, and effective _____ ___, 2016 thru June 30, 2017, between the City of Las Vegas, New Mexico, a municipal corporation, hereinafter called the "City" and the Tri-County Farmers Market, a non-profit corporation, hereinafter called the "Contractor."

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to provide a market place to sell fresh fruits, vegetables, plants/herbs, local crafts from the counties of San Miguel, Mora and Guadalupe.

WHEREAS, the City commits financial support through June 30, 2017, prorated on a quarterly or project completion basis in an amount during contract period not to exceed Five Thousand and 00/100 Dollars (5,**000.00)** to be paid to the Contractor under the terms and conditions of this Contract.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

The City will pay on invoices presented under this Contract where work (described under Addendum A, Scope of Work attached hereto) has been completed and services have been provided to the City according to the schedule indicated in said Addendum. To be paid for any invoice, the Contractor must be current in reporting requirements. The requirements are as follows:

A. SCOPE OF WORK

See Addendum A, Scope of Work attached hereto.

B. EXECUTION OF SCOPE OF WORK

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C. DELIVERABLES

Contractor shall submit a deliverable implementation report and financial report on a quarterly or project completion basis for review and approval by the Community Development Director with a copy to the City Manager's office prior to the City making payment to the Contractor. The report must include, but is not limited to, all activities conducted by the Contractor as outlined in the Scope of Work, and all revenues and expenditures, to include any revenues from sources other than the City.

D. ANNUAL AUDIT

Contractor shall provide a complete financial audit to the City no later than three (3) months from the effective date of this contract. The audit must be prepared by an independent auditor and will be paid for by the Contractor.

E. PAYMENT

Payment to the Contractor shall be prorated from the date of contract through the end of the contract and may be made on a quarterly or project basis based upon the scheduled completion date of project, submittal of invoices and support documentation and the receipt of a deliverable implementation report and financial report.

Invoices shall include (i) Contractor name and address, (ii) description of the work performed or services acquired, (iii) the amount of payment requested, and (iv) a certification by an authorized officer of the Contractor as to the statements set forth in the invoice, (v) any other detailed reporting as indicated in Addendum A attached and made part of this document. The Contractor shall submit reports and original invoices to the Community Development Department with a copy to the City Manager's office.

F. INSURANCE

Contractor will furnish the City's Finance Director with a Certificate of Insurance prior to disbursement of any funds. The insurance shall cover any and all activities engaged in and sponsored by Contractor and shall name the City as an additional insured.

G. HOLD HARMLESS

Contractor 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, attorney fees, and/or actions of any kind and nature, whether from death, bodily injury or damage to property resulting from, or related to, the Contractor's negligence or intentional acts, errors or omissions in the Contractor's performance under this Contract. The Contractor's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation or expiration of the term or any renewal or any other modification of this Contract for any reason, and shall survive the cancellation or expiration of the term or any renewal or any other modification of the Contract for negligence acts, errors or omissions to act occurring during the term of this Contract.

H. DISCLOSURE TO THE CITY

Any additional means of funding to include contracts and/or sub-contracts held by the Contractor with other funding entities shall be disclosed to the City prior to the execution of this contract. In addition, at such times and in such form as the City Council may require, Contractor shall furnish to the City, such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement, and the Provider will permit the City to audit, examine and make excerpts of transcripts from such records, and make audit of all data relating to all matters covered by this agreement subject to the limitations set out above.

I. NO FINANCIAL INTEREST

No officer or employee of the City or of the Contractor who exercises any function of responsibility in connection with the planning and implementation of any of the provisions of this Contract shall have

any direct personal financial interest in this Contract, and the Contractor shall take appropriate steps to assure compliance.

J. PREJUDICE

No person, on account of race, color, religion, national origin or because of non-membership in the Contractor's organization shall be excluded from participating in, or denied benefits of any activity made possible through and resulting from this Contract.

K. POLITICAL ACTIVITY

None of the funds, materials, property or services rendered directly or indirectly under this Contract shall be used for any political activity, or to further the election or defeat of any candidate for state, federal or local office.

L. ASSIGNMENT

Contractor shall not assign any interest in this Contract, excluding payments for services by the Contractor, as provided for above and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto. Provided, however, that claims for money due, or to become due, to the Contractor from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

M. SUBJECT TO LAWS

Contractor shall comply at its own cost with all applicable laws, ordinances and codes of the federal, state and local governments.

N. NO FURTHER LIABILITY

The City shall not be obligated or liable under this Contract to any party other than the Contractor for payment of any monies, to include payroll taxes or for provision of any goods or services unless such liabilities are specifically agreed to in this Contract.

O. JURISDICTION

It is mutually agreed by and between the parties hereto that this Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and further that any legal action or causes of action in connection, herewith, will be within the jurisdiction of the appropriate court in San Miguel County, New Mexico, for all purposes.

P. TERMINATION

The City may, with or without cause, terminate this Contract at any time upon thirty (30) days written notice of termination given to the Contractor. In such event, all finished or unfinished documents, data studies, photographs, reports and the rights to any property prepared or procured by the Contractor under this Contract shall, at the option of the City, become equitable compensation for any work

satisfactorily completed through the termination date. Similarly, the Contractor may, with or without causes, terminate this Contract upon a thirty (30) day written notice, and the City shall reimburse the Contractor for any and all expenses incurred that have not been reimbursed prior to the time of notification provided those expenses otherwise proper hereunder.

Q. ENTIRE AGREEMENT

This Contract constitutes the entire Contract between the parties hereto; any prior Contract, whether written or oral, or assertion or statement, or understanding or other commitment antecedent to the Contract shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Contract shall be effective except those on written approval by both parties.

R. AMENDMENT

This Contract will not be altered, changed or amended except by a written document signed by the parties to this Contract.

S. AUTHORITY TO BIND THE CITY

Contractor shall not have the authority to enter into any Contract/Agreement binding upon the City or to create any obligation on the part of the City, except such as shall be specifically authorized by the City's governing body or by the City Manager acting upon authority granted by the City's governing body.

T. NOTICES

Any notices required to be given under this Contract shall be deemed sufficient, if given in writing, by mail, to the principal office of the City or to the principal office of the Contractor.

U. BRIBERY AND KICKBACKS

As required by Section 13-1-191, NMSA 1978, as amended, it should be noted that it is a third degree felony under New Mexico Law to commit the offense of bribery of a public officer or public employee Section 30-24-1, NMSA 1978, as amended; it is a third degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee, Section 30-24-2, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks, Section 30-41-1, NMSA 1978, as amended; it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks, Section 30-41-2, NMSA 1978, as amended.

V. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City of Las Vegas in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign

immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

W. THIRD PARTY BENEFICIARIES

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

X TERM

The term of this Contract will be _____, **2016 thru June 30, 2017**. *Should the Contractor wish to renew this Contract, the Contractor must provide written notice to the City at least ninety (90) days prior to the anniversary date.*

Y. APPEAL

The City Manager shall have the final say as to the meaning of this contract, including, but not limited to, whether the deliverables were met or the duties were fulfilled. Contractor and its members or agents understand that they may appeal the decision of the City Manager to the Governing Body.

SIGNED:

_____ _____

Richard Trujillo, City Manager Organization

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

_____

H. Chico Gallegos, City Attorney

ATTEST:

_____

Casandra Fresquez, City Clerk

Addendum A
Scope of Work

The Tri-County Farmers Market will provide to the City of Las Vegas the following:

Complete a DVD to be reproduced and distributed as an educational tool to the community on the benefits of healthy eating and gardening. At least 150 copies shall be produced and may be sold or distributed. Half must be distributed by December 31, 2016.

Contractor will host a fall festival to be held at Carnegie Park (or other City Park) which shall include educational booths staffed by local non-profits, raffles and local music. Contractor will contact local schools to collaborate on a poster contest for children regarding nutrition and the importance of fresh fruits and vegetables. To be held no later than October 31, 2016.

Contractor will host an educational event that will focus on seed saving education and seed saving activities, the purpose of which is to create a seed saving bank. Contractor will contact local schools to collaborate on a poster contest for children regarding nutrition and the importance of fresh fruits and vegetables, and develop ways to provide nutritional school lunches. To be held and completed no later than April 30, 2016.

Contractor will include local music and children's activities at its spring opening (approximately May 2017).