

City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701

505-454-1401 lasvegasnm.gov



MAYOR DAVID ROMERO

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
December 18, 2024-Wednesday-5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

City Council Meetings are

Available via YouTube

https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. NOMINATION OF MAYOR PRO TEM

VII. PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)

VIII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

- Presentation by Jackie Romero, current Reina de Las Vegas, thanking Mayor and Council and giving an update on what she has accomplished during her reign.
- Presentation by Jeff Rudolph, Interim Parks Manager giving an update on the City Parks.
- Presentation by Jodi Marquez, Customer Service Manager Jodi Marquez on the Text.gov communication system.
- Presentation by Travis Martinez, Water Director on the water Administrative Order/2021 Sanitary Survey.

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

IX. COUNCILORS' REPORTS

X. POLICE CHIEF'S REPORT

XI. FINANCE REPORT

XII. CONSENT AGENDA (The consent agenda is approved by a single motion. Any member of the Governing Body may request an item to be moved to Business Items at the request of any Councilor with approval of the Governing Body).

None

XIII. BUSINESS ITEMS

1. Presentation and Possible Action regarding the Gene Torres Golf Course.

President Neil Woolf, Associate Vice President of Finance and Administration, Aaron Flure and Dr. Brandon Kempner with NMHU giving an end of year update on the golf course and requesting additional funding of the golf course subsidy.

2. Discussion of the natural gas rate increase.

David Marquez, Gas Director The natural gas rate will increase the average gas bill by 2.9%, effective January 2025.

3. Request approval of Resolution No. 24-36 for the creation of an Entertainment District on the Plaza Park and Bridge Street Corridor.

Lucas Marquez, Community Development Director This resolution will assist to regulate businesses within the District based on neighborhood character, environmental concerns, and potential nuisance activities.

4. Request approval of Fiscal Year 2025 (FY25) Memorandum of Agreement (MOA) between the New Mexico Department of Transportation and the City of Las Vegas.

Lucas Marquez, Community Development Director This MOA is for Section 5311 Grant funding awarded to the City of Las Vegas Transportation Department aka Meadow City Express for FY25. This agreement covers all guidelines of funding and operations as required under NMDOT regulations.

5. Request approval of Resolution No. 24-35 accepting a match waiver in the amount of \$110,942.38 through the New Mexico Department of Transportation Match Waiver Program.

Arnold Lopez, Public Works Director The match waiver is for Contract No. D20427 awarded for El Creston Reconstruction Project phase II beginning of project Alamo Street to end of project Alamo Street.

6. Request approval of the Palo Verde Channel Project for redesign and construction of drainage.

Arnold Lopez, Public Works Director This project will help in preventing flooding during heavy rain storms. The design amount is \$91,729,327, construction cost will be determined upon completion of design.

7. Request approval of Resolution No. 24-37, 1y the adoption of required Community Development Block Grant (CDBG) Certifications and Commitments, and 1z CDBG Federal Requirements.

Arnold Lopez, Public Works Director Municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations.

8. Request approval of Addendum #3 to Contract #3835-22 awarded to Stantec Consulting Services, Inc.

Arnold Lopez, Public Works Director This is a one (1) year extension for engineering services for the Hot Springs Blvd. Reconstruction Road Project.

XIV. ADJOURN

ATTENTION PERSONS WITH DISABILITIES: 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 website and to be broadcast on YouTube.

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from Utilities, Office of the City Clerk, 905 12th Street, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 18, 2024

Date Submitted: 12/11/24

Department: Executive

Item: Presentation by Jackie Romero, current Reina de Las Vegas, thanking Mayor and Council and giving an update on what she has accomplished during her reign.

Fiscal Impact:

Attachments:

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.

Approved For Submittal By:
Mayor David Romero

Reviewed By:

Finance Director

City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 18, 2024

Date Submitted: 12/11/24

Department: Executive

Item/Topic: Presentation by Jeff Rudolph, Interim Parks Manager giving an update on the Parks.

Fiscal Impact:

Attachments:

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Approved For Submittal By:

Reviewed By:

Finance Director

City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 18, 2024

Date Submitted: 12/06/24

Department: Utilities

Item/Topic: Presentation by Customer Service Manager Jodi Marquez on the Text.gov communication system.

Fiscal Impact: None

Attachments: None

Committee Recommendation: N/A

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 18, 2024

Date Submitted: 12/06/24

Department: Utilities

Item/Topic: Presentation by Travis Martinez on the water Administrative Order / 2021 Sanitary Survey.

Fiscal Impact: None

Attachments: None

Committee Recommendation: N/A

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

Approved For Submittal By:

Reviewed By:



Department Director



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

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Ordinance No. _____
Contract No. _____
Approved _____

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Denied _____
Other _____



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

Monthly Report
November 2024

OPERATIONAL UPDATE(S):

I. Field Operations Division (Patrol) - Nov. 1 thru Nov. 30 2024.

- a. 80 Traffic Citations
b. 3 Non-Traffic Citations
c. 15 Parking Citations
d. 32 Arrests Made
e. 3 Animal Control
f. 1038 Calls for Service

II. Communication Division (Dispatch) - Nov. 1 thru Nov. 30 2024.

- a. 1340 Total Calls for Service
b. 1038 Incoming Calls for Police Department
c. 168 Incoming Calls for Fire Department
d. 199 Incoming Calls for AMR Medic
e. 59 Incoming Calls for Animal Control
f. 60 Incoming Calls for City Service
g. 770 Incoming Calls for 9-1-1

III. Animal Care Center Statistics - Nov. 1 thru Nov. 30 2024.

Table with 4 columns: Category, Dogs, Cats, Total. Rows include Beginning Shelter Count, Intake from Public, Adoptions, Outgoing Transfers, Return to Owner, Dogs & Cats Euthanized (Healthy, Unhealthy), and Ending Shelter Count.

November Events

-> In November ACC received donations of straw from both Friends of San Miguel County Animals and Adult Protective Services for our community. These donations were given out to community member's pets who are in need of bedding to keep warm during the winter months.



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

- ACC received a Grant for \$200,000 which we are working to use for a minimum of 4 spay/neuter clinics in 2025, an educational carnival with both school districts regarding animal care and husbandry, and improvements for our shelter building.
- ACC received an abundance of donations of Turkey, veggies, chicken feet, to provide our animals with a Thanksgiving meal, and Pumpkin Puree,, peanut butter, graham crackers and whipped cream for a "pumpkin pie" dessert.
- Shelter staff participated in a team building day Wednesday Nov 27th to help boost morale and improve team functionality.
- Shelter manager and Animal Care Tech Mychaela accompanied Friends of San Miguel County Animals to give out books about caring for pets to students at West Las Vegas Elementary schools
- New full time ACC tech is fully trained
- **New business hours:**
 - Sunday: Closed**
 - Monday: Open by appointment**
 - Tuesday: 10am - 4pm**
 - Wednesday: 10am - 4pm**
 - Thursday: 11am - 4pm**
 - Friday: 11am - 4pm**
 - Saturday: 11am - 4pm**

ACC Vacancies

- Two (2) Part-Time Animal Care Technicians

IV. Information Division (Records) - Nov. 1 thru Nov. 30 2024.

- a. 80 Offense Incident Reports Closed
- b. 25 Traffic Accident Reports Closed
- c. 122 Citations Entered
- d. 106 Customers Attended
- e. 217 Documents Scanned
- f. 11 City of Las Vegas IPRA's Completed

Information Division (Records) continuing to work on:

- Indexing 2013-2017 Reports for Destruction Order
- Continuing Training New Employee (Dani Cartee)



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

V. Street Crimes Investigations/Narcotics/Evidence- Nov. 1 thru Nov. 30 2024.

Street Crimes Unit Cases:

- a. 05 Assigned Cases (Investigated for Follow-Up)
- b. 08 Self Initiated
- c. 01 Arrests Made
- d. 01 Search Warrants
- e. 05 Closed Cases
- f.

Evidence Seized by Investigators:

- a. 36 Fentanyl Pills

Meetings Attended by Street Crimes Unit:

- District Court
- Magistrate Court
- Safe House Interviews
- MDT Meetings

VI. Evidence Seized by Agents/Investigators/Police Officers -Nov. 1 thru Nov. 30 2024.

Entered into Evidence/Evidence worked on:

- a. 68 Evidence Cases In
- b. 99 Evidence Items Turned In
- c. 6 Firearms Seized (Patrol)
- d. 1 gram of methamphetamine (patrol)
- e. 1 strip of suboxone (patrol)
- f. 78 IPRA request CD-R/DVD-R
- g. 06 pills fentanyl
- h. 02 Grams methamphetamine
- i. 02 grams cocaine

Notes:

- Detectives answered 7 calls for service during the month of November.



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

VII. Travel/Training - Nov. 1 thru Nov. 30 2024.

Trainings:

- Investigator J. Ellis attended an online course on Background Investigation on November 7, 2024.
- New recruit In-service was conducted on October 7, 2024 thru November 19, 2024

VIII. Vacancies as of November 2024:

- a. 1 Police Commander
- b. 2 Police Lieutenant (Field Ops)
- c. 1 Police Sergeant (Field Ops)
- d. 2 Investigator
- e. 1 Narcotic Agent Sergeant
- f. 1 Narcotics Agent
- g. 7 Police Officers
- h. 2 Communication Specialist (Dispatcher) FT
- i. 2 Communication Specialist (Dispatcher)PT
- j. 1 Communication Manager
- k. 2 Animal Control Officer
- l. 2 Part-time Animal Care Technicians
- m. 1 Victims Advocate

Total: 25 Vacancies

GENERAL FUND REVENUE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025

Total Budget to Actual Comparison

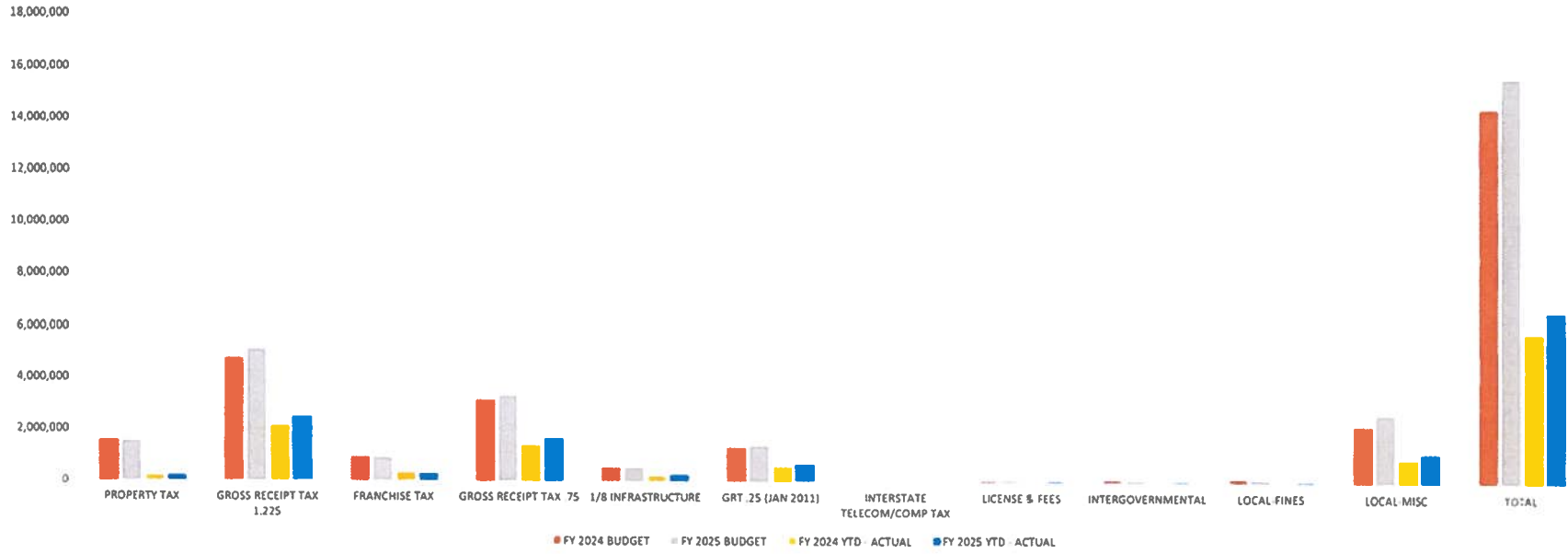
	A	B	C	D	E	G
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	FY 2025
PROPERTY TAX	1,530,000	1,530,000	637,500	179,863	183,797	12%
GROSS RECEIPT TAX 1.225	4,720,000	5,100,000	2,125,000	2,101,016	2,450,717	48%
FRANCHISE TAX	900,000	900,000	375,000	313,120	265,839	30%
GROSS RECEIPT TAX .75	3,100,000	3,300,000	1,375,000	1,377,716	1,607,028	49%
1/8 INFRASTRUCTURE	500,000	530,000	220,833	217,078	252,043	48%
GRT .25 (JAN 2011)	1,300,000	1,400,000	583,333	569,239	639,417	46%
INTERSTATE TELECOM/COMP TA	0	0	0	41,524	2,782	#DIV/0!
LICENSE & FEES	64,000	67,000	27,917	23,439	35,707	53%
INTERGOVERNMENTAL	85,000	85,000	35,417	35,946	29,246	34%
LOCAL-FINES	121,000	105,500	43,958	38,293	31,863	30%
LOCAL-MISC	2,165,663	2,655,700	1,106,542	910,650	1,111,665	42%
TOTAL	14,485,663	15,673,200	6,530,500	5,807,886	6,610,104	42%

(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

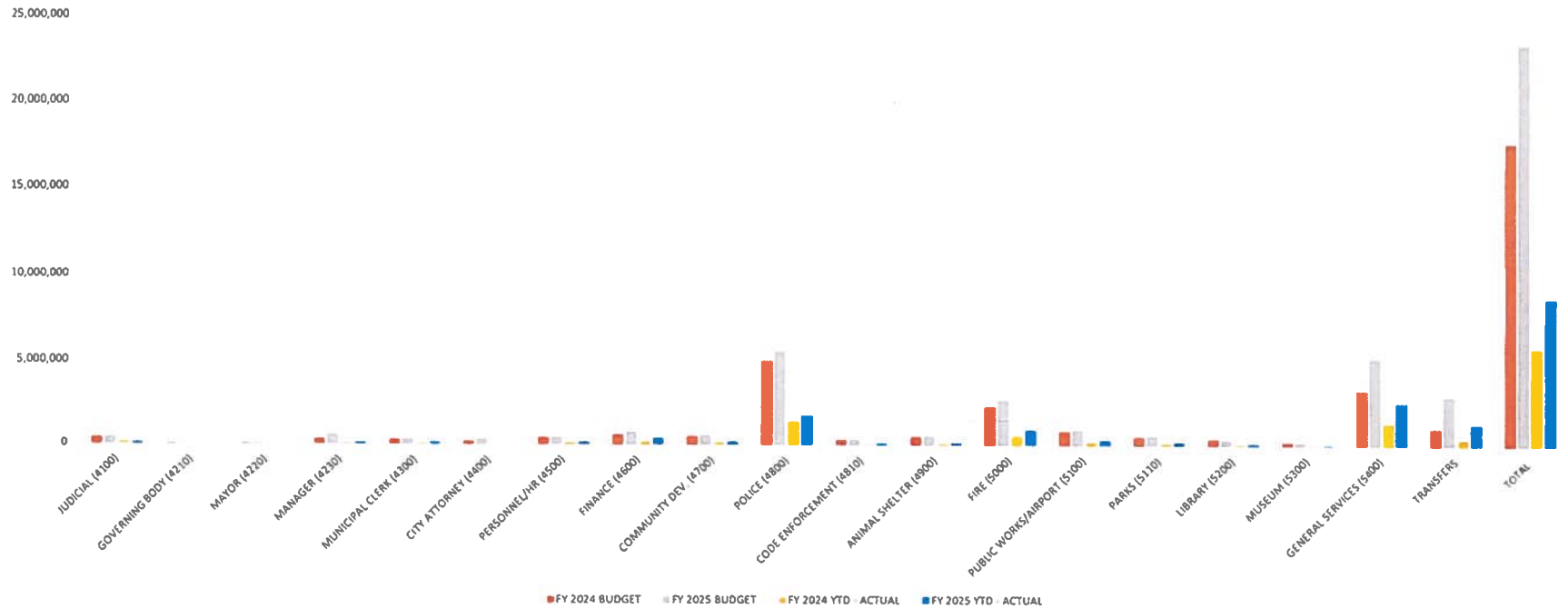
FISCAL YEAR 2025
Total Budget to Actual Comparison

	A	B	C	D	E	F	H
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	FY 2025	(E/B)
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	AVAIL. BAL.	%
							BDGT
JUDICIAL (4100)	428,159	441,873	184,114	162,429	131,383	310,490	30%
GOVERNING BODY (4210)	66,870	66,895	27,873	27,261	25,816	41,079	39%
MAYOR (4220)	83,882	114,685	47,785	6,363	13,890	100,795	12%
MANAGER (4230)	371,780	627,445	261,435	95,504	122,913	504,532	20%
MUNICIPAL CLERK (4300)	329,540	351,363	146,401	133,175	141,656	209,707	40%
CITY ATTORNEY (4400)	238,748	350,660	146,108	16,079	43,915	306,745	13%
PERSONNEL/HR (4500)	468,198	486,475	202,698	164,735	171,205	315,270	35%
FINANCE (4600)	643,295	812,232	338,430	242,500	410,111	402,121	50%
COMMUNITY DEV. (4700)	555,983	612,503	255,210	185,261	202,464	410,039	33%
POLICE (4800)	4,938,861	5,591,101	2,329,625	1,402,532	1,750,904	3,840,197	31%
CODE ENFORCEMENT (4810)	360,177	358,222	149,259	85,764	118,855	239,367	33%
ANIMAL SHELTER (4900)	536,559	590,730	246,138	133,922	173,506	417,224	29%
FIRE (5000)	2,247,916	2,715,479	1,131,450	622,221	900,321	1,815,158	33%
PUBLIC WORKS/AIRPORT (5100)	871,430	944,852	393,688	259,427	307,511	637,341	33%
PARKS (5110)	574,355	619,800	258,250	205,989	205,119	414,681	33%
LIBRARY (5200)	432,142	352,863	147,026	132,355	154,302	198,561	44%
MUSEUM (5300)	250,653	237,607	99,003	72,671	71,455	166,152	30%
GENERAL SERVICES (5400)	3,248,800	5,212,220	2,171,758	1,363,699	2,481,539	2,730,681	48%
TRANSFERS	1,024,309	2,951,240	1,229,683	426,679	1,229,299	1,721,941	42%
TOTAL	17,671,657	23,438,245	9,765,935	5,738,564	8,656,161	14,782,084	37%

GENERAL FUND REVENUE



GENERAL FUND EXPENSE



ENTERPRISE FUNDS-REVENUE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025

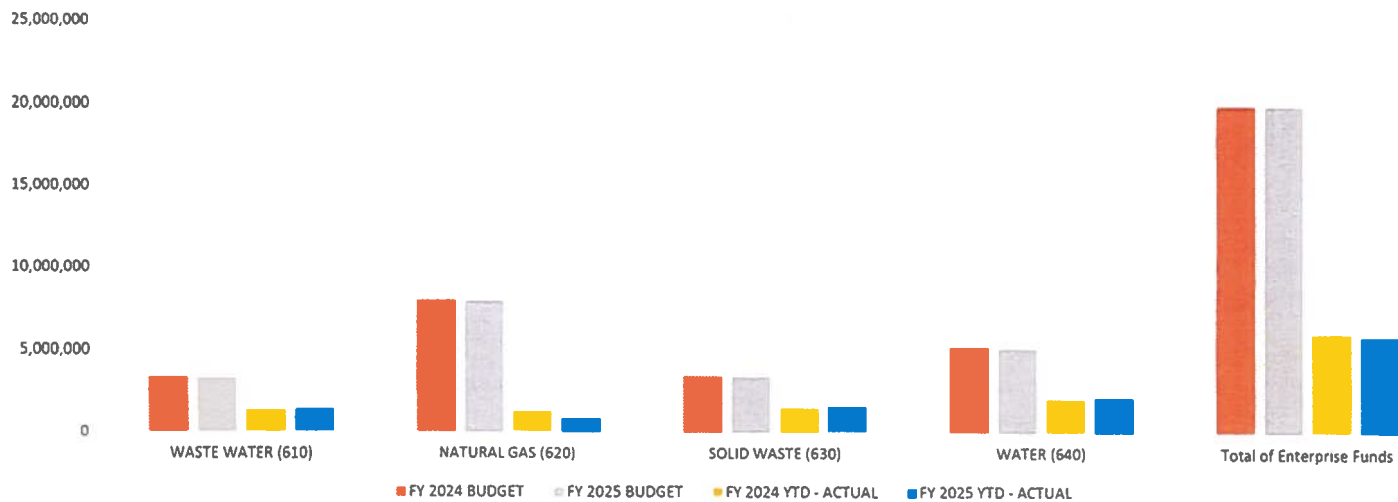
	<u>Total Budget to Actual Comparison</u>					
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B) %
WASTE WATER (610)	3,321,800	3,321,800	1,384,083	1,306,240	1,363,561	41%
NATURAL GAS (620)	8,037,000	8,037,000	3,348,750	1,244,221	866,827	11%
SOLID WASTE (630)	3,440,900	3,440,900	1,433,708	1,465,641	1,550,768	45%
WATER (640)	5,174,220	5,174,220	2,155,925	2,036,294	2,106,743	41%
Total of Enterprise Funds	19,973,920	19,973,920	8,322,467	6,052,396	5,887,899	29%

ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025

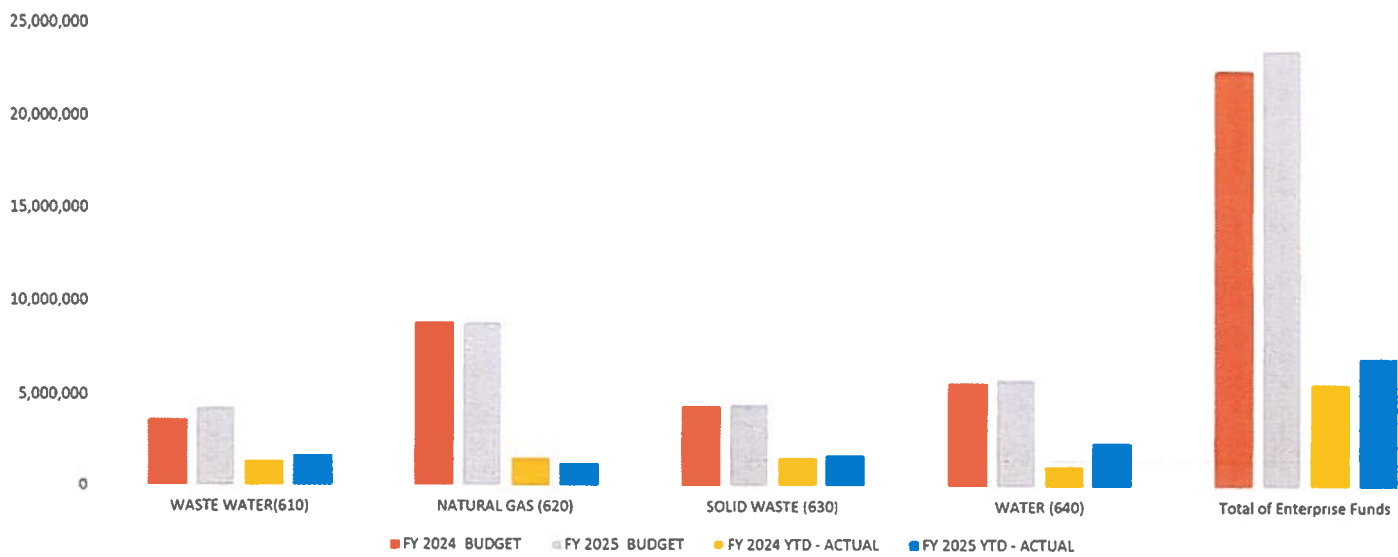
	<u>Total Budget to Actual Comparison</u>						
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) %
WASTE WATER(610)	3,674,338	4,355,689	1,814,870	1,362,576	1,680,458	2,675,231	39%
NATURAL GAS (620)	8,788,237	8,859,405	3,691,419	1,571,087	1,198,266	7,661,139	14%
SOLID WASTE (630)	4,383,168	4,551,589	1,896,495	1,584,717	1,712,450	2,839,139	38%
WATER (640)	5,669,847	5,870,871	2,446,196	1,106,917	2,359,202	3,511,669	40%
Total of Enterprise Funds	22,515,590	23,637,554	9,848,981	5,625,297	6,950,376	16,687,178	29%

Deficit to Date (1,062,478)

ENTERPRISE REVENUE



ENTERPRISE EXPENSE



**RECREATION DEPARTMENT-REVENUE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025**

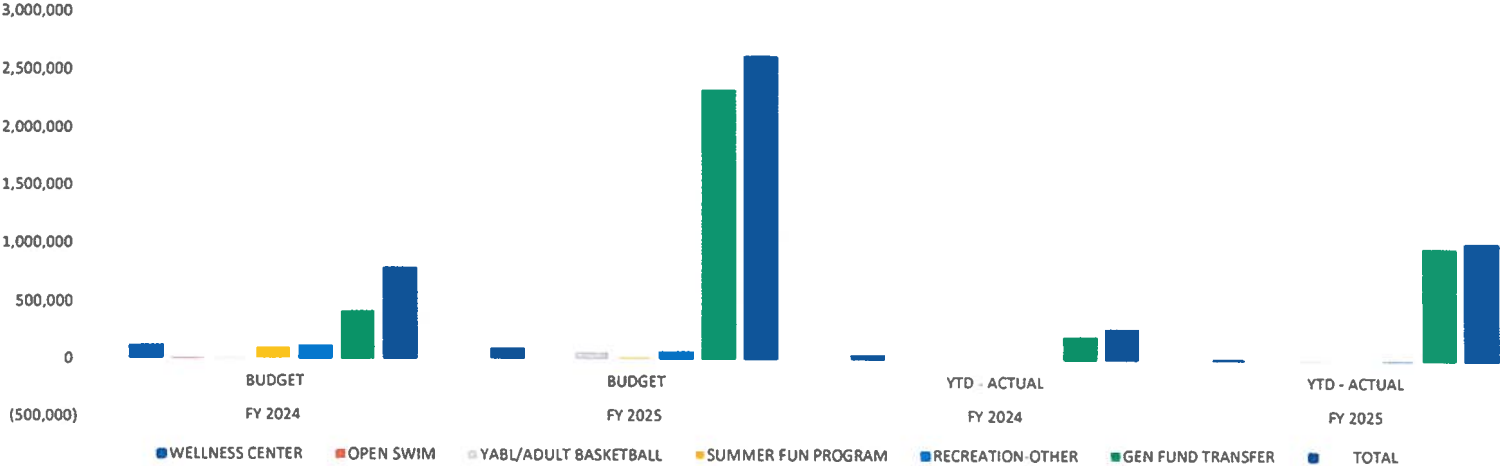
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	120,572	100,000	41,667	50,686	19,691	20%
OPEN SWIM	15,000	10,000	4,167	2,777	(94)	-1%
YABL/ADULT BASKETBALL	15,000	75,000	31,250	0	14,919	20%
SUMMER FUN PROGRAM	100,000	25,000	10,417	8,813	(420)	-2%
RECREATION-OTHER	118,500	73,000	30,417	4,783	12,504	17%
GEN FUND TRANSFER	420,686	2,347,617	978,174	210,259	977,782	42%
TOTAL	789,758	2,630,617	1,096,090	277,317	1,024,382	39%
		283,000				

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025**

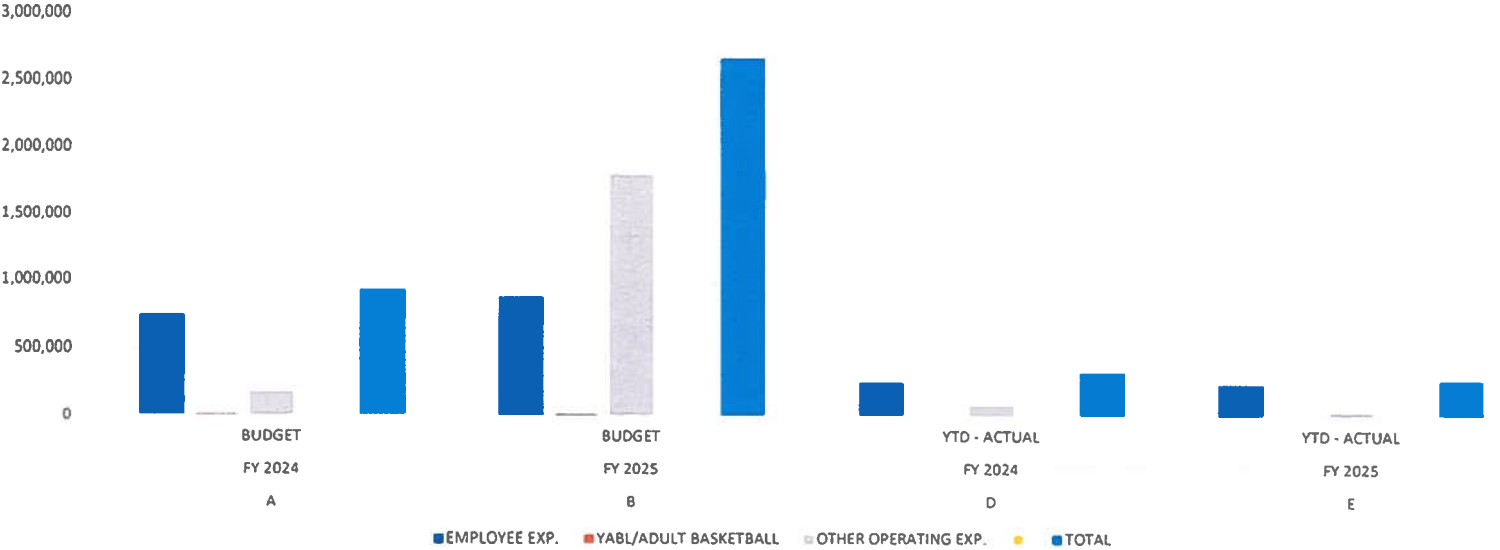
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B)
EMPLOYEE EXP.	734,694	867,536	361,473	246,751	232,022	635,514	27%
YABL/ADULT BASKETBALL	13,000	13,000	5,417	0	2,896	10,104	22%
OTHER OPERATING EXP.	179,850	1,794,850	747,854	80,625	28,367	1,766,483	2%
			0				
TOTAL	927,544	2,675,386	1,114,744	327,376	263,285	2,412,101	10%

Surplus to Date 761,098

RECREATION CENTER REVENUE



RECREATION CENTER EXPENSE



**LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025**

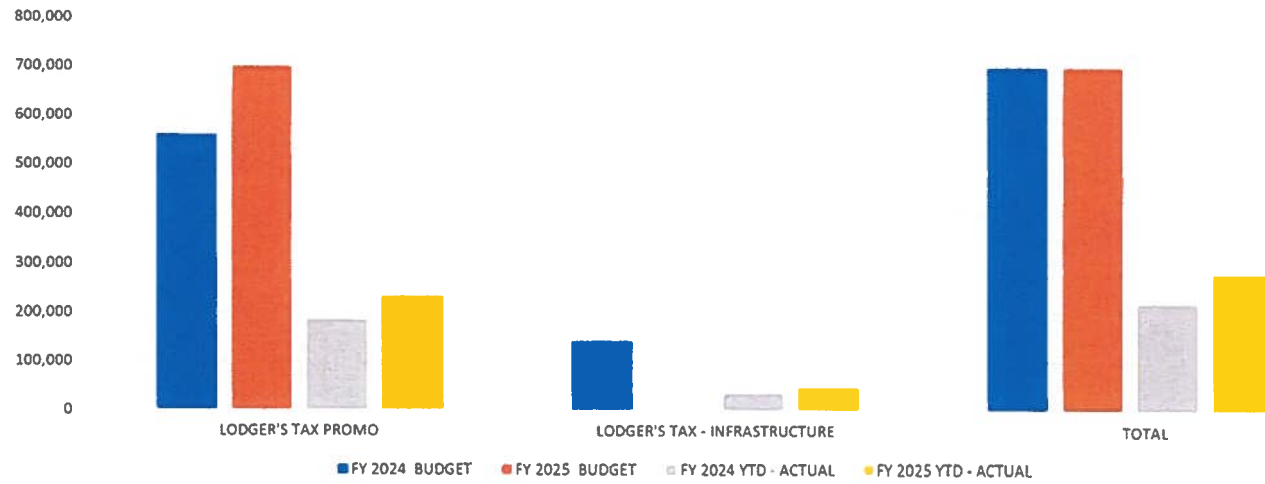
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B) % REV
LODGER'S TAX PROMO	560,000	700,000	291,667	185,219	232,885	33%
LODGER'S TAX - INFRASTRUCTURE	140,000	0	0	34,752	44,953	#DIV/0!
TOTAL	700,000	700,000	291,667	219,970	277,838	40%

**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025**

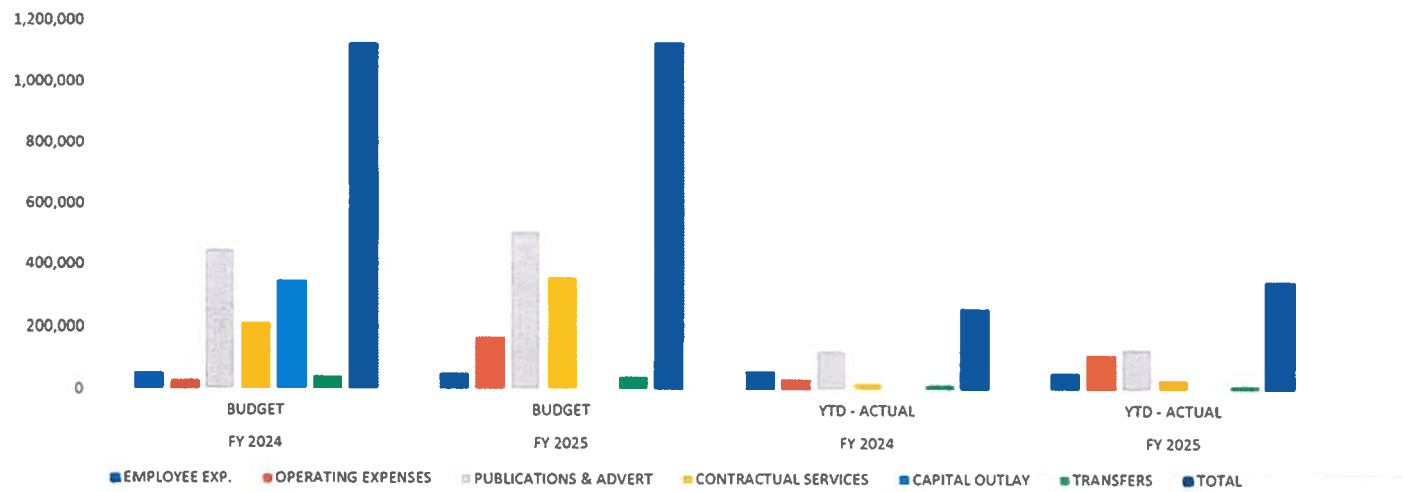
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	50,000	50,000	20,833	59,542	55,052	(5,052)	0%
OPERATING EXPENSES	27,600	166,464	69,360	31,737	111,858	54,606	67%
PUBLICATIONS & ADVERT	450,000	511,136	212,973	128,356	134,411	376,725	26%
CONTRACTUAL SERVICES	212,400	357,400	148,917	22,500	30,000	327,400	8%
CAPITAL OUTLAY	345,000	0	0	0	0	0	#DIV/0!
TRANSFERS	40,000	40,000	16,667	16,660	16,660	23,340	42%
TOTAL	1,125,000	1,125,000	468,750	258,794	347,981	777,019	31%

Deficit to date (70,143)

LODGER'S TAX REVENUE



LODGER'S TAX EXPENSE



**CANNABIS - REVENUE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025**

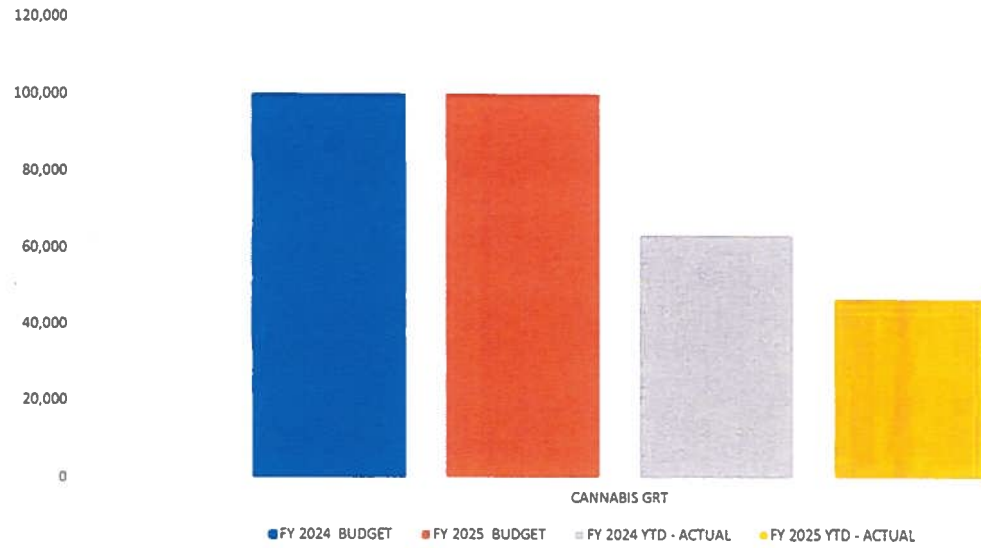
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B) % REV
CANNABIS GRT	100,000	100,000	41,667	63,752	46,910	47%
CANNABIS - CD	0	0	0	2,850	550	#DIV/0!
CANNABIS - PD	0	0	0	300	0	#DIV/0!
TOTAL	100,000	100,000	41,667	63,752	47,460	47%

**CANNABIS - EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025**

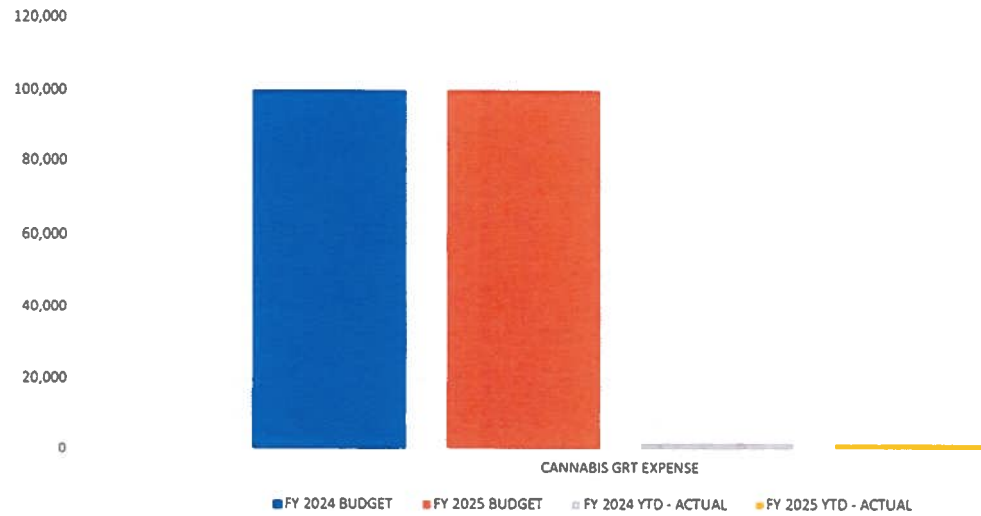
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
CANNABIS GRT EXPENSE	100,000	100,000	41,667	1,913	1,407	98,593	1%
TOTAL	100,000	100,000	41,667	1,913	1,407	98,593	1%

Surplus to Date 46,052

CANNABIS REVENUE



CANNABIS EXPENSE



OPIOID - REVENUE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025

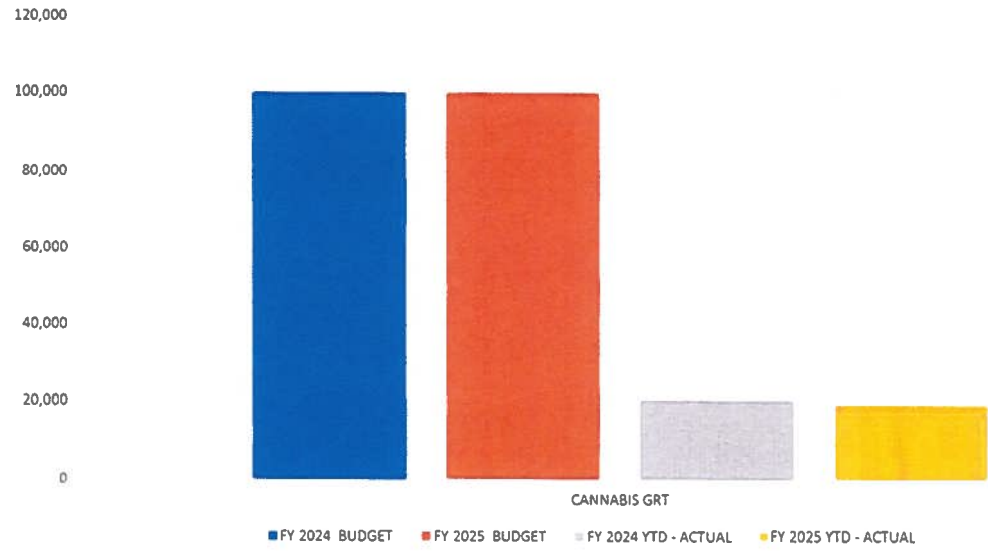
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B)
ABATEMENT OPIOID	1,118,898	200,000	83,333	27,072	76,759	% REV 38%
ABATEMENT OPIOID - PD	0	0	0	0	0	#DIV/0!
ABATEMENT OPIOID - FD	0	0	0	0	0	#DIV/0!
TOTAL	1,118,898	200,000	83,333	27,072	76,759	38%

OPIOID - EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025

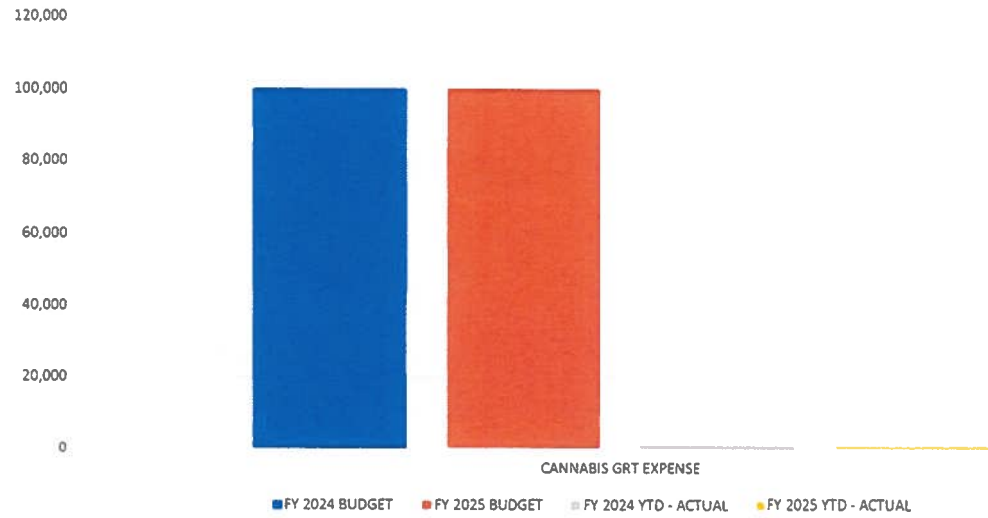
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
ABATEMENT OPIOID - SUPPLIES	100,000	200,000	83,333	16,498	7,182	192,818	4%
TOTAL	100,000	200,000	83,333	16,498	7,182	192,818	4%

Surplus to Date 69,577

OPIOID REVENUE



OPIOID EXPENSE



FEMA - REVENUE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025

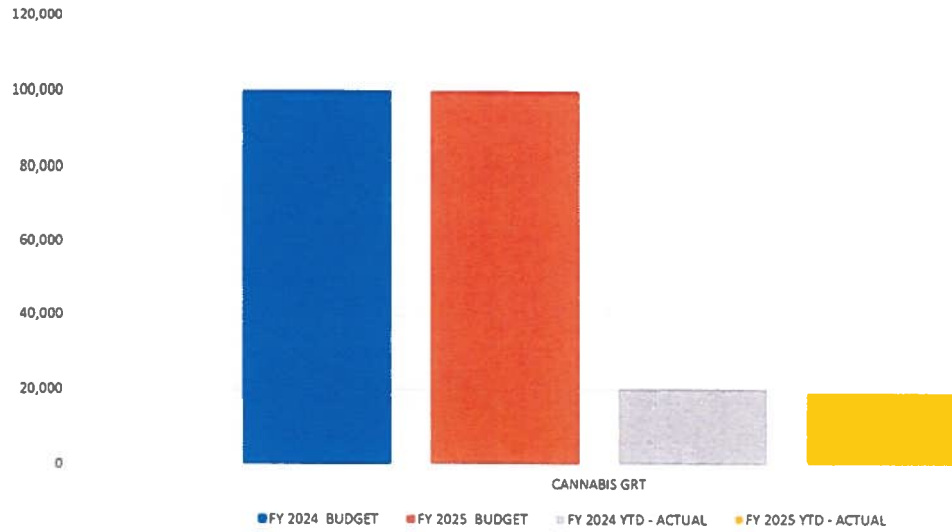
	A	B	C	D	E	G
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	(E/B) % REV
FEMA - DISASTER FUNDING	0	15,000,000	6,250,000	0	5,608,958	37%
FEMA - DHS DISASTER FUNDING		140,000,000	58,333,333		98,000,000	
FEMA - EXECUTIVE ORDER		750,000	312,500		0	
TOTAL	0	155,750,000	64,895,833	0	103,608,958	67%

FEMA - EXPENDITURE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025

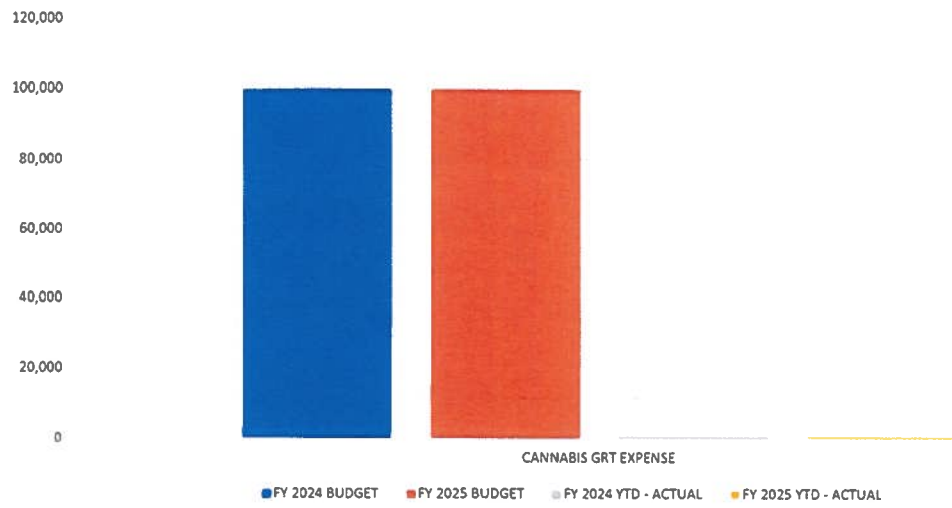
	A	B	C	D	E	F	H
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	(E/B) % BDGT
FEMA - DISASTER FUNDING	0	15,000,000	6,250,000	0	6,336,769	8,663,231	42%
FEMA - DHS DISASTER FUNDING		140,000,000	58,333,333		2,047,308		
FEMA - EXECUTIVE ORDER		750,000	312,500				
TOTAL	0	155,750,000	64,895,833	0	8,384,077	8,663,231	5%

Surplus to Date 95,224,881

FEMA REVENUE



FEMA EXPENSE



**GENERAL FUND REVENUE COMPARISON
THRU NOVEMBER 30, 2024 - 42% YEAR LAPSED (5 of 12 months)
FISCAL YEAR 2025**

Cash	12/11/2024
General Fund Pooled Cash (Southwest Capital)	\$ 25,187,970.12
Enterprise Funds Pooled Cash (Community 1st)	\$ 12,284,191.69
TOTAL	<u>\$ 37,472,161.81</u>
Investments/Equivalents	
Certificates of Deposit	
Southwest Capital Bank	\$ 5,000,000.00
Local Government Investment Pool	\$ 113,987,140.47
TOTAL	<u>\$ 118,987,140.47</u>
TOTAL AVAILABLE CASH / INVESTMENTS	\$ 156,459,302.28
Current Yield	4.61%



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 18, 2024

Date Submitted: 12/11/24

Department: Executive

Presentation and Possible Action regarding the Gene Torres Golf Course.

New Mexico Highlands University is giving an end of year update on the golf course and requesting additional funding of the golf course subsidy.

Fiscal Impact:

Attachments:

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.

Approved For Submittal By:
Mayor David Romero

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



Gene Torres Golf Course Report & Update **2024**

Presented by:

President Neil Woolf

Dr. Brandon Kempner

Aaron Flure

Financials Prepared by:

Aaron Flure, AVP Finance & Administration



Golf Operating Summary

Gene Torres Golf Course (GTGC) was shut down in 2020 due to long standing accumulative deficits totaling \$3 million.

A collaborative effort by HU, the City and the County led to a re-opening of the Golf Course in June 2022. The subsidy by the 3 Principals was formalized in an MOA and provided a mechanism to govern the management of the golf operations. GTGC reopened 2022.

Management Committee – Bill Garcia, NMHU, Chair; Larry Franken, San Miguel County Rep, and Tim Montgomery, Las Vegas City Manager representing the City. Regent Sanchez served as special advisor. NMHU is the fiscal agent, overseen by AVP Aaron Flure.

Operations

Contractor to run the course is Hecho En Nuevo Mexico, Ted Sandoval and John Allen. NMHU facilities runs the maintenance of the course.

Golf Course Budget

2022 - Golf Course would have realized a net operating loss of \$136,996.03 without subsidies from Partners

2023 - Golf Course would have realized a net operating loss of \$126,844.04 without subsidies from Partners

2024 - Golf Course would have realized a net operating loss of \$82,167.08 without subsidies from Partners.



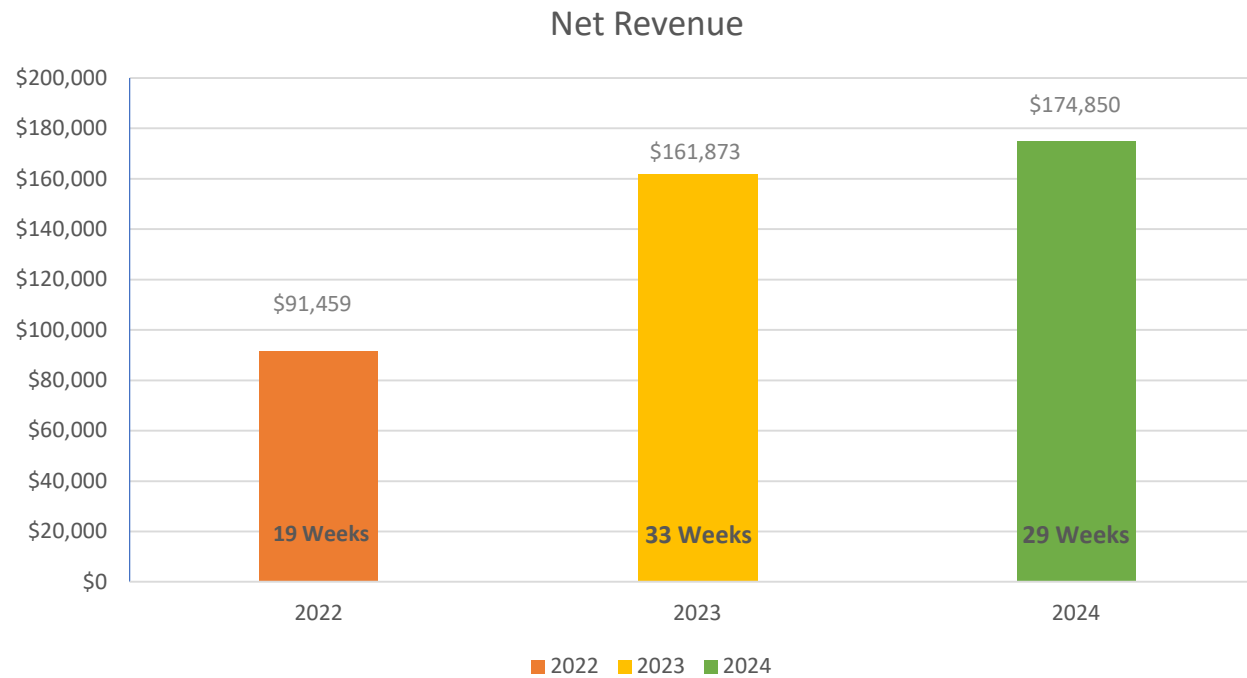
Financial Comparisons



Financial Results

Seasons 2022 – 2024

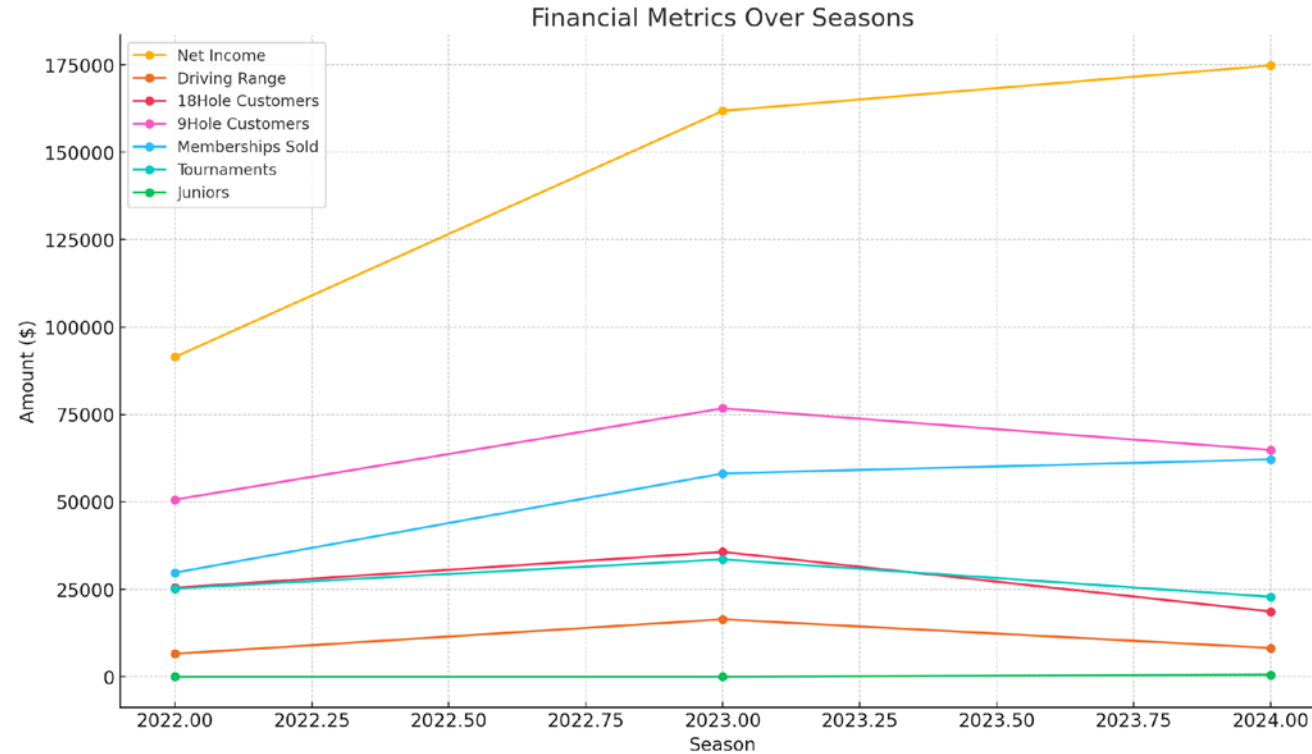
Net Revenue by Season





Financial Results

Seasons 2022 – 2024 Income



Season	Weeks in Season	Net Income	Driving Range	18Hole Customers	9Hole Customers	Memberships Sold	Tournaments	Juniors*
2022	19	\$91,459.43	\$6,540.16	\$25,460.75	\$50,653.94	\$29,764.10	\$25,235.25	\$0.00
2023	33	\$161,873.40	\$16,436.00	\$35,708.64	\$76,776.06	\$58,146.65	\$33,559.00	\$0.00
2024	29	\$174,850.69	\$8,220.00	\$18,674.50	\$64,850.50	\$62,149.99	\$22,855.92	\$565.00

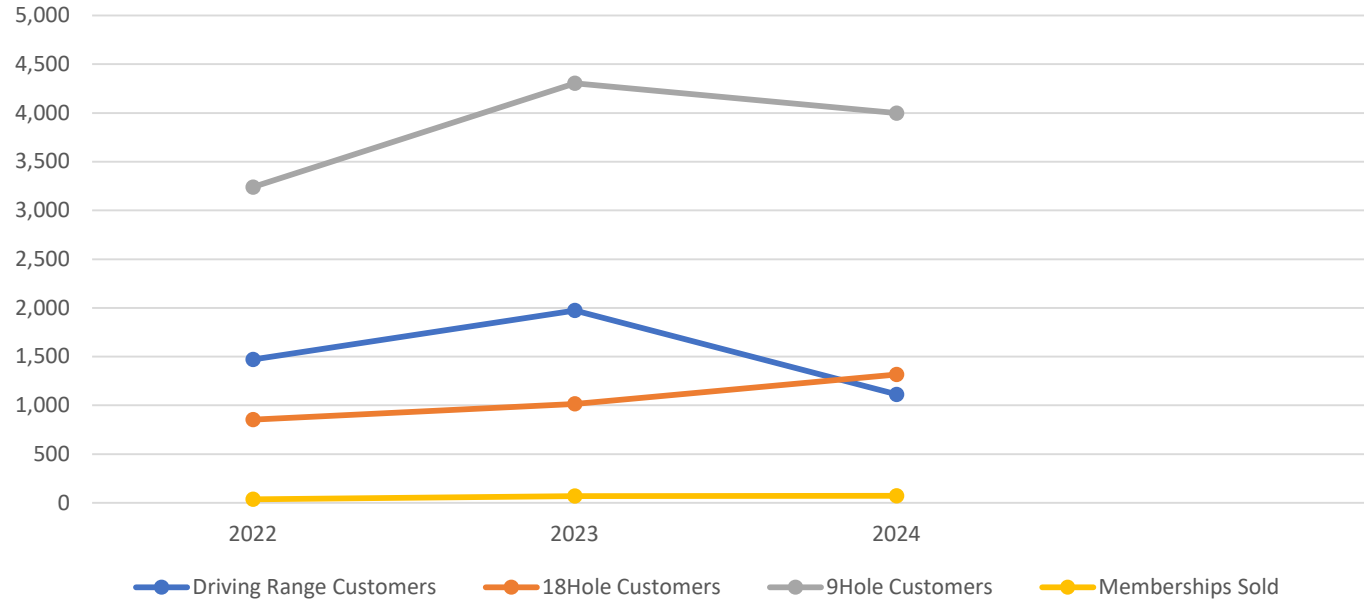




Operational Results

Seasons 2022 – 2024 Golf Play

Customer Metrics Over Seasons



Season	Weeks in Season	Driving Range Customers	18Hole Customers	9Hole Customers	Memberships Sold
2022	19	1,471	854	3,239	37
2023	33	1,974	1,016	4,305	70
2024	29	1,112	1,317	3,998	72

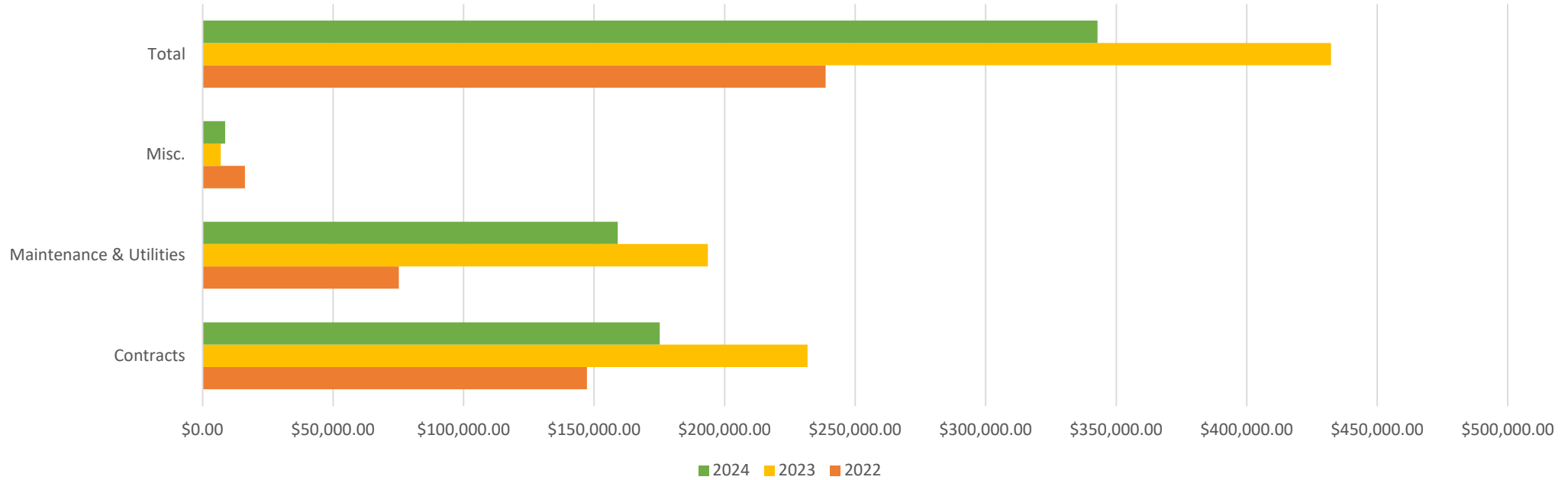




Financial Results

Seasons 2022 – 2024 Expenses

Expenses Over Seasons



Season	Contracts	Maintenance & Utilities	Misc.	Total
2022	\$147,233.59	\$75,217.00	\$16,203.86	\$238,654.45
2023	\$231,752.56	\$193,572.57	\$6,952.28	\$432,277.41
2024	\$175,162.89	\$158,995.28	\$8,665.88	\$342,824.05

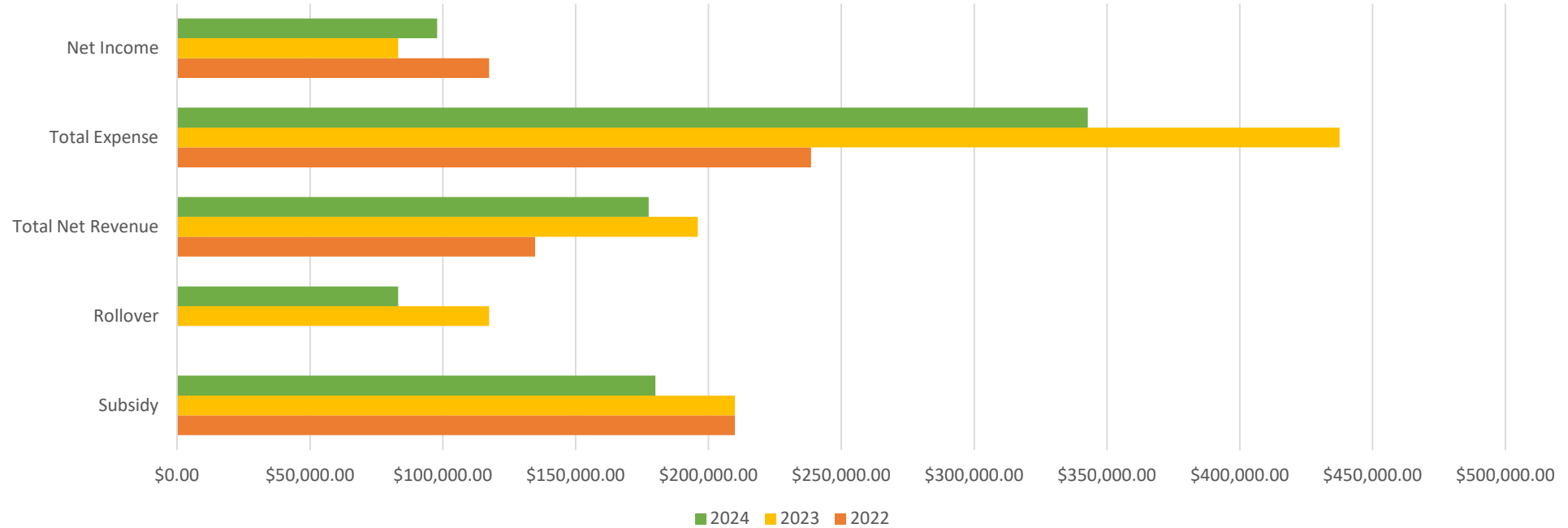




Financial Results

Seasons 2022 – 2024 Net

Net Income Over Seasons



Season	Subsidy	Rollover	Total Net Revenue	Total Expense	Net Income
2022	\$210,000.00	\$0.00	\$134,774.73	\$238,654.44	\$117,451.23
2023	\$210,000.00	\$117,451.23	\$195,949.77	\$437,572.14	\$83,155.96
2024	\$180,000.00	\$83,155.96	\$177,501.01	\$342,824.05	\$97,832.92





Conclusions & Key Takeaways

2024 Season

- Expenses were able to be minimized through budgeting and cost savings mainly from NMHU Maintenance.
- Unanimous agreement that the golf course is being operated more efficiently this year than in past with the leadership of the Gene Torres Golf Committee working with new Contractor. Contractor to be extended.
- Play with youth development has increased and goal to expand within community.
- Equipment continues to be a challenge with aging mowers and other field equipment.



Updates Surrounding Golf Course

- Fusion Tacos started selling alcohol Friday, November 29, 2024 .
- NMHU continues to work towards a Master Plan for the development of land surrounding the course. Feasibility Study has been concluded by Sage Solutions LLC.
- NMHU Regents have approved moving forward with land development on vacant property adjacent to golf course. NMHU Leadership working with City and County Leadership on next steps.
- Initial discussions with NM Reforestation Center to utilize space which will generate revenues and provide a possible hub to other ventures.



Next Steps

Investment

A continuing subsidy will have to be provided to keep the GTGC open for additional seasons.

- The Management Committee is recommending continuing the subsidy for the upcoming year, in order to allow progress for the development of the Master Plan.
 - \$60,000 per Season/ Calendar Year paid annually prior to start of Season
 - Using current money generated from prior season
 - Use of additional contributions as needed by revenues generated by restaurant lease

Impact and Benefit

- Quality of Life for citizens of Las Vegas, NM and San Miguel County areas continues with operational Golf Course.
 - Athletic activity
 - Green Space
- Youth programs
 - Ability to coordinate with City for collaborations for lessons and camps



Thank You



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 18, 2024

Date Submitted: 12/04/2024

Department: Gas/Utilities

Item/Topic: Discussion of the natural gas rate increase.

Fiscal Impact: Will increase the average gas bill by 2.9%.

Attachments: Letter from Zia, letter to customers

Committee Recommendation: This item will be discussed at the December 10, 2024 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

City of Las Vegas
 1700 N. Grand Avenue Las Vegas, NM 87701
 505-454-1401 lasvegasnm.gov



MAYOR DAVID ROMERO

November 26, 2024

Subject: Natural Gas Rates

Dear Customer,

The City of Las Vegas will be implementing an adjustment to the natural gas rate, effective January 2025. This adjustment reflects the current market price of natural gas, which has increased nationwide.

As a result of this market fluctuation, the rate will increase by \$0.2648/MCF, or 6.7% at billing pressure. This adjustment is necessary to ensure reliable natural gas service delivery to our community.

Please note that this adjustment is per Municipal Code 255-4 (3).

Your natural gas bill reflects three components: (a) Monthly Service Charge, (b) Cost of Natural Gas, and (c) Cost of Service.

(a) Monthly Service Charge is a fixed amount and will not change.

(b) The Cost of Natural Gas reflects the market price for natural gas delivered to the City by its supplier, Zia Natural Gas. Zia Natural Gas has informed the City that these costs will increase by 2.9%. The increase in cost means that the rate the City charges for the cost of gas will increase from \$3.93 per MCF to \$4.19 per MCF.

(c) Cost of Service reflects the City's cost of operating and maintaining the City-owned transmission and distribution system. This cost is adjusted annually to reflect changes in the consumer price index (CPI), a common measure of inflation. The Bureau of Labor Statistics reported that CPI increased this year.

What does this mean for you? For the average consumer, it means that their monthly gas bill will increase from \$57.76 to \$58.36. Of course, no one is average. If you use more or less gas than average consumer, your bill will decrease or increase accordingly.

Fiscal Year	2020	2021	2022	2023	2023B	2024	2025
Monthly Service Charge	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00
CLV Cost of Service	\$3.47	\$3.53	\$3.53	\$3.82	\$3.82	\$3.76	\$3.87
CLV Cost of Gas (includes UAG)	\$3.07	\$3.50	\$4.30 (4.58)	\$7.17 (7.62)	\$7.67 (8.14)	\$3.93	\$4.19
Unaccounted for Gas (UAG) (%)	5.96	2.79	6.09	5.85	5.85	6.31	2.19
Consumer Price Index (%)	2.7	1.7	5.2	N/A	8.3	2.4	2.9
Avg Residential Bill (6MCF)	\$42.70	\$45.15	\$56.98	\$78.64	\$81.76	\$57.76	\$58.36

If you have any questions, please feel free to contact the City of Las Vegas Gas Department at 505-454-3832.

Sincerely,


 David Marquez
 Gas Department Director

David Ulibarri
 Councilor Ward 1

Michael Montoya
 Councilor Ward 2

Barbara Casey
 Councilor Ward 3

Marvin Martinez
 Councilor Ward 4



ZIA NATURAL GAS COMPANY

100 SHORT DRIVE • P.O. BOX 888 • RUIDOSO DOWNS, NEW MEXICO 88346 • (800) 520-4277 • FAX (575) 378-4138

October 11, 2024

Mr. David Marquez
Gas Director, City of Las Vegas
1700 North Grand Ave.
Las Vegas, NM 87701

RE: Gas Cost Factor Effective October 1, 2024

Dear Mr. Marquez,

I have enclosed the final cost of gas numbers filed with the New Mexico Public Regulation Commission. These figures go into effect on October 1, 2024, and will be reflected in October's bill, which is typically sent to the city the first week of November. The final price including Zia's Cost of Transmission Service to the city is \$4.1967/Mcf at 11.84 psia, the city's billing pressure, or \$5.2211/Mcf at 14.73 psia. This price reflects nationwide market prices for natural gas and is an increase of \$0.2648/Mcf or an increase of 6.7% at billing pressure. Although I have attached the entire exhibit for Zia's "Maxwell System", Page 3 of 8 best summarizes the Total Gas Cost Factor and the Total Charges for the City of Las Vegas.

Please feel free to call me at (575)378-4277 if you have any questions.

Sincerely,

ZIA NATURAL GAS COMPANY

Leslie Graham
General Manager

Attachment

CC: Jennifer Montoya, City of Las Vegas, Accountant Supervisor
Kenny Lucero, City of Las Vegas, Gas Manager



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 10, 2024

Date Submitted: 12/6/24

Department: Community Dev.

Item/Topic: Request approval of Resolution No.24-36

The Community Development Department is seeking approval for the Creation of an Entertainment District on the Plaza Park and Bridge Street Corridor the Resolution will assist to regulate businesses within the District based on neighborhood character, environmental concerns, and potential nuisance activities.

Fiscal Impact:

Attachments:

Committee Recommendation:

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

Approved For Submittal By:




Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

Resolution No. 24-36

A Resolution Approving the Creation of an Entertainment District on the Plaza Park and Bridge Street Corridor The Resolution is to regulate businesses within the District based on neighborhood character, environmental concerns, and potential nuisance activities.

WHEREAS, the City of Las Vegas desires to foster economic development, tourism, and community vitality; and

WHEREAS, the creation of an Entertainment District within the City will enhance the quality of life for residents and visitors alike; and

WHEREAS, an Entertainment District will attract new businesses, generate revenue, and create jobs; and

WHEREAS, the City Council finds that the proposed Entertainment District is consistent with the City's comprehensive plan and zoning ordinances;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS AS FOLLOWS:

Section 1. Findings. The City Council finds that the creation of an Entertainment District will benefit the City by:

- Stimulating economic development
- Attracting tourists and visitors
- Creating jobs
- Enhancing the quality of life for residents
- Promoting cultural and artistic activities

Section 2. Establishment of an Entertainment District. An Entertainment District is hereby established within the City of Las Vegas, encompassing the following boundaries: Las Vegas Plaza Historic District surrounding Plaza Park and bordered by Valencia and Moreno Streets, and the rear property line of the building on Gonzales Street and Hot Springs Boulevard, additionally the District encompasses the Bridge Street Historic District from Valencia and Moreno from the Plaza Historic District to the Gallinas River; and additionally the rear property lines of both sides of the 1200 Block of National Ave. from the Gallinas River to 12th Street.

Section 3. Permitted Uses. Within the Entertainment District, the following uses shall be permitted, subject to applicable zoning regulations and other City ordinances:

- Restaurants
- Bars
- Nightclubs
- Live music venues

- Theaters
- Art galleries
- Retail shops
- Hotels

Section 4. Prohibited Uses

- Bail bondmen
- Behavioral / Mental Health Clinics
- Addiction Treatment Centers
- Strip Clubs / Adult Sexual Oriented Entertainment Venues
- Mechanic / Body Shops
- Gas/Liquefied petroleum/Fueling Stations
- Industrial Facilities
- Non Accredited / Licensed Schools or Training Centers
- Religious Activities/ Churches
- Food Distribution / Shelters
- Drive-in /drive through food service
- Residential Re-entry Management Centers
- Halfway Houses, Boarding Houses, Rehabilitation Centers
- First Floor Living Quarters,
- Other such businesses / activities deemed to not meet the requirements for maintaining the nature of the District.

● Additionally the following are not allowed; panhandling or solicitation on public streets or public places or entertainment of any nature on public streets or public places without proper permits that allow such practices.

Section 5. Special Regulations. The following special regulations shall apply to the Entertainment District:

- **Extended Hours of Operation:** Businesses within the District may be permitted to operate beyond normal business hours, subject to conditions and restrictions. ●
- **Outdoor Seating and Entertainment:** Outdoor seating and entertainment may be permitted, subject to noise and other regulations.
- **Alcohol Sales:** Alcohol sales may be permitted, subject to state and local laws. ●
- **Parking:** Adequate parking facilities shall be provided, either on-site or off-site. ●
- **Public Safety:** Increased police patrols and other public safety measures may be implemented.

Section 6. Design Standards. To ensure the aesthetic quality of the Entertainment District, the following design standards shall apply:

- **Architectural Guidelines:** Buildings shall comply with specific architectural guidelines, including building height, facade materials, and signage.
- **Public Space Improvements:** Public spaces, such as sidewalks, streets, and plazas, shall be improved to enhance pedestrian experience.
- **Lighting:** Appropriate lighting shall be installed to create a vibrant atmosphere.

Section 7. Implementation. The City Manager, or designee, is hereby authorized to implement this Resolution, including the development of specific regulations and guidelines.

Section 8. Effective Date. This Resolution shall take effect immediately upon its passage and publication as required by law.

PASSED AND ADOPTED this ___ day of December 2024

David Romero, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Reviewed and approved
as to Legal Sufficiency only

City Attorney





**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: 12/18/2024

Date Submitted: 12/06/2024

Department: Transportation

Item/Topic: Approval of Fiscal Year 2025 (FY25) Memorandum of Agreement between the New Mexico Department Of Transportation and City of Las Vegas.

This MOA is the agreement between NMDOT and the City of Las Vegas for Section 5311 Grant funding awarded to the City of Las Vegas Transportation Department aka Meadow City Express for FY25. This agreement covers all guidelines of funding and operations as required under NMDOT regulations.

Fiscal Impact: City of Las Vegas agrees to local match as per Section 5311 funding requests.

Attachments: FY25 MOA & Attorney Approval Form

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.

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

City Attorney (Approved as to Form)

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

*Reviewed:

[Signature]
Tim Montgomery, City Manager

11/19/24
Date

Date Submitted: 11/18/2024

Department Submitting: Transportation

Submitter: Marceline Raybal

Documents to be reviewed: EY25 MOA between NMDOT Transit and Rail and the City of Las Vegas

Deadline: ASAP

Submitter Comments: This is a yearly MOA for our transportation funding from the 3111 Grant

Received by CM - Office Mgr/HR: _____

Date: _____

City Manager / HR Comments: _____

The following is the approval order: (Please circle either approved or disapproved)

Approved / Disapproved: (Reason for Disapproval): _____

Changes: _____

Date: _____

[Signature]
Attorney Review

11-25-2024
Date

Approved / Disapproved: (Reason for Disapproval): _____

[Signature]
Finance Director

12-10-24
Date

Approved / Disapproved: (Reason for Disapproval): _____

Tim Montgomery, City Manager

Date

Received by City Clerk's Office
(Only if being placed on the Agenda)

Date: _____

* This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed

FISCAL YEAR 2024 (FY 24)
MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION
AND
CITY OF LAS VEGAS

This Agreement is between the **STATE OF NEW MEXICO**, acting through its **DEPARTMENT OF TRANSPORTATION**, Transit and Rail Division (Department), and the **CITY OF LAS VEGAS** (Subrecipient). This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

Whereas, 49 U.S.C. Section 5305(e) provides federal assistance for public transportation statewide planning that can be used to provide technical assistance to subrecipients for planning purposes;

Whereas, 49 U.S.C. Section 5307 provides federal assistance for public transportation in small urbanized areas by way of a formula grant program which may be administered by the state;

Whereas, 49 U.S.C. Section 5310 provides federal assistance for public transportation to meet the special needs of seniors and individuals with disabilities by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5311 provides federal assistance for public transportation in rural areas by way of a formula grant program administered by each state;

Whereas, 49 U.S.C. Section 5339 provides federal assistance for buses and bus-related equipment and facilities by way of a formula and discretionary grant program administered by each state;

Whereas, the State of New Mexico participates in the 49 U.S.C. Section 5305(e), 49 U.S.C. Section 5307, 49 U.S.C. Section 5310, 49 U.S.C. Section 5311, and U.S.C. Section 5339 programs, collectively referred to herein as the Program;

Whereas, the Governor of the State of New Mexico designated the Department to administer the Program funds; and

Whereas, the Subrecipient applied for financial assistance for public transportation services, which was approved by the Department and the Federal Transit Administration (FTA).

Now, therefore, pursuant to Section 67-3-69 NMSA 1978, the parties agree as follows:

1. Scope of Program.

- A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.
- B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

- C. **Use of Program Funds.** The services described in the Operations Profile shall remain intact throughout the term of this Agreement. The Subrecipient shall notify and seek prior approval from the Department if there will be an elimination or a reduction of services greater than twenty percent (20%). Failure to provide notice shall give the Department cause for termination, as described in *Section 7. Termination for Cause*.
- D. **Fare Schedule.** The fare schedule, which shall be approved by the Subrecipient’s governing body, shall be stated in the approved Operations Profile. The Subrecipient shall provide the Department prior notification of any changes to the fare schedule and documentation of governing body approval.
- E. **Advertising and Public Information.** The Subrecipient shall implement an advertising and information program. Acceptable methods include but are not limited to: websites, social media, apps, trip planners, brochures, fliers and handbills, signs and posters, radio announcements, press releases and articles in local and organization newspapers, bulletins, and newsletters. Subrecipients operating fixed and deviated routes shall maintain General Transit Feed Specification (GTFS) data. In addition, the name of the service together with the words “Public Transportation” shall be prominently displayed on all vehicle(s) and be readable at a distance of no less than thirty (30) feet. Painted or affixed signing with a decal is acceptable. Magnetic signs are not acceptable. The name shall indicate that the service is a transportation system open to the public. The Subrecipient shall have a telephone number established and operative during hours of transportation services so that the public can access information. All methods of advertising and the signs on the vehicles shall include the telephone number.
- F. **Personnel.** The Subrecipient shall maintain and update organizational contacts in BlackCat Transit Data Management System (BlackCat).

2. Cost of Program.

The Department shall provide partial funding to the Subrecipient to cover expenses of the Program as described in the approved Operations Profile in an amount described below:

Subaward FY 24

City of Las Vegas	Federal
Administration (80/20) Section 5311	\$ 68,964.46
Operating (50/50) Section 5311	\$ 118,338.00
Capital to Sub-recipient (80/20) Section 5339	\$ -
Total Administration, Operating and Capital	\$ 187,302.46

Vehicle purchase funds that are not obligated by contract by August 31, 2024, may revert to the Department. Capital equipment acquisition funds that are not obligated by contract by August 31, 2025, may revert to the Department. Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2026, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas, Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary Program, Assistance Listing number 20.526. (**Attachment A.**) The Department’s share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

The Department shall reimburse the Subrecipient for the Department's share of Program administration, operating assistance, and/or non-vehicle capital upon receipt of invoices with sufficient supporting documentation as determined and approved by the Department indicating that expenses have been paid and/or money is owed.

The Subrecipient is to submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month. Reimbursement requests for non-vehicle capital shall be submitted within 30 days of payment to the vendor.

All reimbursement requests shall be submitted to the Department utilizing BlackCat. All expenses must be actual and listed on the invoice as charged. Rounding up or down, other than the total, is not permitted. Only those expenses or percentage thereof, properly documented and deemed eligible, shall be reimbursed. The Department may withhold payment of invoices that are incorrect and/or incomplete.

For Subrecipients that receive capital assistance for vehicle purchases, the Department shall either reimburse the Subrecipient or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

4. Eligible Costs.

- A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.
- C. Within sixty (60) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expense of the Program.
- D. Match shall be provided from eligible matching sources.

5. State General Appropriation Funds Not Obligated.

Nothing in this Agreement shall be construed as obligating State general appropriation funds for payment of any debt or liability arising under this Agreement. The parties expressly acknowledge that all payments made under this Agreement are from federal funds appropriated for these purposes.

6. Term.

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2023. Costs incurred under this agreement for Administration and Operating expenses from October 1, 2023, to September 30, 2024, are eligible for reimbursement. Vehicle purchase funds obligated by contract by August 31, 2024, are eligible for reimbursement. Capital equipment acquisition funds obligated by contract by August 31, 2025, are eligible for reimbursement. Capital rehab/renovation and construction project funds obligated by contract by August 31, 2026, are eligible for reimbursement.

7. Termination for Cause.

The Department has the option to terminate this Agreement if the Subrecipient fails to comply with any provision. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Subrecipients breaches on which the termination is based.

The Department may provide the Subrecipient a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Subrecipient has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Subrecipient has not begun and proceeded in good faith to correct the breach, the Department may declare the Subrecipient in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law. Upon termination of this Agreement, the Subrecipient shall return the Program equipment as specified in *Section 1. Scope of the Program*.

8. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Congress of the United States. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice from the Department to the Subrecipient. The Department's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient and shall be final.

9. Termination Management, Allowable Costs.

In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform. The Subrecipient shall be paid for all the allowable costs incurred prior to the date of termination, subject to audit verification by the Department or its duly authorized representative. The Subrecipient shall not be paid for any costs incurred that are inconsistent with, or contrary to, the terms and conditions of this Agreement.

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements.

The Subrecipient shall purchase Program equipment pursuant to procedures established by 2 CFR Parts 200 and 1201, the United States Department of Transportation (U.S. DOT), the FTA, applicable New Mexico State Law, and the standards set forth in: Third Party Contracting Guidance, FTA Circular 4220.1F; and the Americans with Disabilities Act of 1990, Pub. L. No. 101-336.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(j) as amended by the Infrastructure Investment in Jobs Act (IIJA).

Prior to awarding a bid award or execution of a contract for services or capital equipment in excess of \$10,000, the Subrecipient shall seek concurrence in writing from the Department.

12. Rolling Stock.

In acquiring rolling stock, the Subrecipient agrees that the parties are bound by the following provisions:

- A. **Method of Acquisition.** In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.

- B. **Multi-year Options.** In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Buy America.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.
- D. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- E. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

The Subrecipient shall maintain liability, comprehensive, collision, and uninsured motorist insurance adequate to protect the Program equipment, and satisfactory to the Department. The Department shall be named as an additional insured and a loss payee on Subrecipient's policy for each vehicle on which the Department has a lien. A certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance. The Subrecipient shall provide the Department documentation of subsequent renewals and shall keep on file a copy of the insurance policy, which shall be accessible to the Department.

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

The Subrecipient shall require contractors and subcontractors hired to perform services under this Agreement to indemnify, defend and hold harmless the State of New Mexico, the Department, its officers, agents and employees from and against all suits, actions or claims of any character brought because of any injury, including death or damages arising out of contractors' or subcontractors' construction or maintenance activities pursuant to this Agreement, as memorialized herein and subject to any additional permit that may be required of the contractor or subcontractor to perform said activities.

14. New Mexico Tort Claims Act.

As between the Department and the Subrecipient, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by the common law of the New Mexico Tort Claims Act.

15. Use of Program Equipment.

- A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Post Delivery Inspection forms shall be completed before the vehicle is placed into service. The forms shall be uploaded to the corresponding vehicle inventory in BlackCat. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.

- B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.
- C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.
- D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.
- E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.
- F. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.
- G. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.
- H. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- I. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- J. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- K. All program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.
- L. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.
- M. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- N. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages

arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.

- O. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

The Subrecipient agrees to comply with 49 U.S.C. Section 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. Part 604.9. Any charter service provided under one of the exceptions shall be "incidental." For example, it shall not interfere with or detract from the provision of mass transportation.

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

Any title to capital equipment the Subrecipient purchases will reflect in a lien in favor of the Department. The liens will remain in effect according to the following schedule:

Category	Approx. GVW	Minimum Life (either years or miles)	
		Years	Miles
Heavy-Duty Large Bus	33,000 to 40,000lbs	15	625,000
Medium-Duty and Purpose-Built Bus	16,000 to 26,000lbs	10	285,000
Light-Duty Mid-Sized Bus	10,000 to 16,000lbs	8	240,000
Light-Duty Small Bus, Cutaway, and Modified Van	6,000 to 14,000	7	175,000

The Subrecipient shall pay all costs associated with obtaining, securing, and maintaining titles and liens including the payment of all applicable taxes and fees.

19. Duration of Lien.

The Subrecipient shall not pledge or collateralize any vehicles purchased under this Agreement without written authorization from the Department. This restriction is in effect from the date a title certificate is issued to when the Department releases the lien pursuant to *Section 18. Certificate of Title for Vehicles*. For specifics on disposition of vehicles after title lien is released, the Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.

20. Reporting Requirements.

- A. **Monthly Budget Summary Reporting.** Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month.
- B. **Vehicle/Facility Updates.** Section 5310 and Section 5311/5339 Subrecipients shall report *all* vehicle/facilities inventories within the BlackCat system as well as updates to the vehicle/facilities inventories as they occur.
- C. **Quarterly Section 5310 Ridership and Vehicle Inventory Reporting.** Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after the quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively. For 4th quarter reports, subrecipients shall upload certificates of insurance documenting compliance with *Section 13. Insurance*.
- D. **Drug and Alcohol Quarterly Testing Report.** Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.
- E. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting.** Section 5311 Subrecipients will submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).
- F. **National Transit Database (NTD) Rural Report.** Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15.
- G. **Drug and Alcohol Management Information System (MIS) Data.** Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.
- H. **Drug and Alcohol Compliance Review/Report.** Section 5311 Subrecipients will participate in Drug and Alcohol Compliance Reviews by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.
- I. **Technical Assistance and Compliance Review/Report.** Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies cited in the final report and respond to all recommendations in the final report.
- J. **Transit Asset Management (TAM) Reporting.** Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

The Department may withhold payment of monthly invoices if reports are not submitted in a timely manner, are incorrect and/or incomplete. The Subrecipient's failure to submit reports in a timely manner on the dates specified shall be a material breach of this Agreement and shall be subject to termination as provided in *Section 7. Termination for Cause*.

21. Retention of Records.

The Subrecipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred in the Program for three (3) years after the date of termination or expiration of this Agreement.

22. Access to Records.

The Subrecipient shall grant authorized representatives of the Department, the State, and the federal government access to books, documents, papers, reports, and records of the Subrecipient or its contractors or subcontractors, which are directly pertinent to this Agreement, for the purpose of making audits, examination excerpts, and transcriptions. The Subrecipient agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Subrecipient shall reimburse the Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

23. Audit.

Pursuant to New Mexico administrative code 2.2.2.8(D), all governmental agencies are required to have their financial affairs thoroughly examined and audited each year by the Office of the State Auditor or independent auditors approved by the Office of the State Auditor. The list of approved auditors can be found [here](#).

The Subrecipient shall ensure that an annual audit of the Program based on the Subrecipient's fiscal year shall be conducted pursuant to 2 CFR Parts 200 and 1201.

24. Audit Exceptions.

If federal or State audit exceptions are made, the Subrecipient shall reimburse all costs incurred by the State and the Department associated with defending against the exceptions, which includes but is not limited to costs of performing a new audit or a follow-up audit, court costs, attorneys' fees, travel costs, penalty assessments.

Immediately upon notification from the Department, the Subrecipient shall reimburse the amount of the audit exception and any other related costs directly to the Department. In the notification, the Department may inform the Subrecipient of the Department's election to withhold an amount equal to the payment owed under this Section from any future distribution owed to Subrecipient under this Agreement.

25. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

26. Contracting and Assignment.

The Subrecipient shall not contract or permit to have subcontracted any portion of this Agreement without prior written approval of the Department. No such contracting or subcontracting shall relieve the Subrecipient from its obligations and liabilities under this Agreement, nor shall any contracting or subcontracting obligate payment from the Department.

Except to a successor in kind, the Subrecipient shall not assign or transfer any interest in this Agreement or assign any claim for money due or to become due under this Agreement without the prior written approval of the Department.

Should contract(s), subcontract(s) or an assignment be authorized by the Department, the contractor(s), subcontractor(s) and assignor(s) shall be subject to all provisions of this Agreement. It shall be the Subrecipient's responsibility to duly inform the contractor(s), subcontractor(s) and assignor(s) by means of a contract or other legally binding document stipulating responsibility to this Agreement.

27. Training.

The Subrecipient shall ensure that all drivers described in the Operations Profile are trained in accordance with the Department's Training Standard Operating Procedures. The Subrecipient should refer to the Training Procedures in the Global Resources section of BlackCat. Should the Subrecipient fail to satisfy the terms and conditions as outlined, the Subrecipient may be found to be in breach of contract and subject to the provisions of *Section 7. Termination for Cause.*

28. No Federal Government Obligation to Third Parties.

- A. The Department and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the federal government, the federal government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Department, Subrecipient, or any other party (whether or not a party to the Agreement or any contract or subcontract) pertaining to any matter resulting from the Agreement.
- B. The Subrecipient agrees to include the above clause in each contract or subcontract financed in whole or in part with federal assistance provided by FTA. It further agrees that the clause shall not be modified, except to identify the contractor or subcontractor who will be subject to its provisions.

29. Drug and Alcohol Testing.

- A. The Subrecipient will implement a drug and alcohol testing program that complies with 49 C.F.R. Parts 40 and 655, produce documentation necessary to establish its compliance, permit authorized representatives of the U.S. DOT or the Department to inspect the facilities and records associated with the drug and alcohol testing program, and review the testing process.
- B. The Subrecipient will submit for review and approval a copy of its Policy Statement developed to implement its drug and alcohol testing program.
- C. The Subrecipient agrees to participate in the Department's consortium.
- D. The Subrecipient agrees to develop a drug and alcohol program standard operating procedures desk manual.
- E. The Subrecipient will participate in Department-provided training opportunities.

30. Labor Warranty.

The Section 5311 Subrecipient agrees to comply with the terms and conditions of the Special 49 U.S.C. Section 5333(B) Labor Protection Warranty. The Subrecipient will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

31. Transit Employee Protection Guidelines.

The Section 5307 Subrecipient agrees to protect transit employees pursuant to Section 5333(b) of Title 49 U.S. Code. The Subrecipient shall provide for the preservation of rights and benefits of employees under existing collective bargaining agreements, continuation of collective bargaining rights, and protection of individual employees against a worsening of their positions in relation to their employment, assurances of employment to employees of acquired transit systems, priority of reemployment, and paid training or retraining programs.

32. Civil Rights Laws and Regulations Compliance.

The Subrecipient shall comply with all federal, State, and local laws and ordinances applicable to the work called for under this Agreement.

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination Assurance is attached as **Assurance 3**.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:
 1. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
 2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.
 3. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
- C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

33. DBE Policy.

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2023 fiscal year is 21.3%, through race-neutral means.
- B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

A subrecipient of FTA funds shall meet applicable DBE requirements when funds are used in whole or in part to finance procurements of and contracts for applicable products and services. A subrecipient with contracting opportunities shall sign and submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients*, which is attached as **Certification 1**.

34. ADA Access.

The Subrecipient shall comply with 49 U.S.C. Section 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for seniors and individuals with disabilities. The Subrecipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973; with 29 U.S.C. Section 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA); 42 U.S.C. Sections 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, 42 U.S.C. Sections 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities.

35. Program Fraud and False or Fraudulent Statements or Related Acts.

- A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be

made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.

- B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.
- C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

36. Lobbying.

A subrecipient receiving \$100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

Before awarding a third-party contract exceeding \$100,000, the Subrecipient shall obtain a signed Lobbying Certification from the contractor. Each tier below the contractor awarded a subcontract exceeding \$100,000 shall also provide a Lobbying Certification. Such disclosures are forwarded from tier to tier up to the Subrecipient.

37. Officials Not to Benefit.

Neither any member of the New Mexico Legislature nor any member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom. The provisions of this clause shall be extended to all public employees, officers, or tribal council members.

38. Clean Water and Air Requirements.

- A. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, 33U.S.C. Sections 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Sections 7401 *et seq.* The Subrecipient agrees to report each violation to the Department and understands and agrees that the Department will, in turn, report each violation as required to assure notification to FTA and the appropriate United States Environmental Protection Agency Regional Office.
- B. The Subrecipient agrees to include these requirements in each contract or subcontract exceeding \$150,000.00 and financed in whole or in part with federal assistance provided by the FTA.

39. Energy Conservation

The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

40. Debarment and Suspension.

Executive Order No. 12549, "Debarment and Suspension of Participants in Federal Programs," February 18, 1986, 31 U.S.C. Section 6101 note, as amended by Executive Order No. 12689, "Debarment and Suspension," August 16, 1989 31 U.S.C. Section 6101 note, as implemented by 2 C.F.R. Part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200 prohibits FTA subrecipients from contracting for goods and services from organizations that have been suspended or debarred from receiving federally-assisted contracts. Subrecipients shall include the certification and instruction language contained at 2 C.F.R. Part 1200 in all Invitations for Bids and Requests for Proposals (for inclusion by contractors and subcontractors in their bids or proposals) for all contracts expected to equal or exceed \$25,000.00, regardless of the type of contract to be awarded.

The Subrecipient is required to verify that none of the Subrecipient's principals or affiliates are excluded or disqualified as defined, as defined by 2 C.F.R. Part 1200. By signing and submitting this Agreement, the Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder/Subrecipient or proposer/Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder/Subrecipient or proposer/Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 1200 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder/Subrecipient or proposer/Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. Notification Related to Fraud, Waste, Abuse, or Other Legal Matters

If a current or prospective legal matter that may affect the Federal Government emerges, the Subrecipient shall promptly notify the Department so that it can notify the Federal Government. The Subrecipient shall include a similar notification requirement in its third-party agreements and shall require each third-party participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.230 and 1200.230. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

42. Seat Belt Use

The Subrecipient agrees to implement Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by: 90 (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles.

43. Safe Operation of Motor Vehicles

The Subrecipient agrees to comply with: (1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); (2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009; and (3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a

privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

(ii) Recipient Size. The Subrecipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and

(iii) Extension of Provision. The Subrecipient agrees to encourage its contractors to comply with this Special Provision and include this Special Provision in each third-party contract at each tier supported with federal assistance.

44. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Public Law 115-232, section 889, prohibits entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

45. Central Contractor Registration Requirements.

Prior to payment of invoices and receipt of vehicles and equipment, the Subrecipient shall register and maintain current registration in the Central Contractor Registration website, <http://www.sam.gov>. Registration requires having a Dun and Bradstreet Data Universal Number (DUNS), see <http://www.dnb.com>. The Department will not provide vehicles, or make payments, until the Subrecipient demonstrates that it is registered with the System for Award Management (SAM) website.

46. Federal Grant Reporting Requirements.

Under the Federal Funding Accountability and Transparency Act, the Department is required to report on projects or activities, which are awarded federal grants of \$25,000 or more. This information will be made available to the public on www.USAspending.gov.

The type of information the Department is required to report includes:

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,

- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

The Department will extract as much information as possible from the Subrecipient's grant application and standard reports. However, the Subrecipient will be required to provide additional information, which includes the total compensation and names of the Subrecipient's top five executives, if applicable. As specified earlier in Section 42, "Central Contractor Registration Requirements," of this Agreement, the Subrecipient shall register with SAM.gov and provide that information to the Department.

47. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

48. Scope of Agreement.

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

49. Applicable Law and Venue; Federal Changes.

The Subrecipient shall comply with all federal, State, and local laws, ordinances, rules, warranties, assurances, and regulations applicable to the performance of this Agreement. This includes all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the current year's Master Agreement between the Department and the FTA. The Subrecipient shall make as part of this Agreement between the Department and the Subrecipient the assurances and warranties which were signed as part of the grant award. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

50. Incorporation of FTA Terms.

Provisions of this Agreement include, in part, certain Standard Terms and Conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circulars 4230.1F, and 9040.1F, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current Federal Transit Administration Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration. The Master Agreement can be viewed on the web at <https://www.transit.dot.gov/funding/grantee-resources/sample-fta-agreements/fta-grant-agreements>.

51. Amendment.

The terms of this Agreement may be altered, modified or amended by an instrument in writing executed by the parties. Specifically excluded from this requirement are revisions to transportation services and fare schedules identified in the Operations Profile. *Section 1. Scope of Program, Paragraphs C and E*, details how such changes are to be approved and documented.

In witness whereof, each party is signing this Agreement on the date stated below that party's signature. This Agreement becomes effective on the date the last party signed the Agreement.

New Mexico Department of Transportation

CITY OF LAS VEGAS

NMDOT Cabinet Secretary or Designate


Signature

Name/Title (please print)

Date

Date

Approved as to Form and Legal Sufficiency by the Department's Office of General Counsel.

DocuSigned by:

John Howell
Assistant General Counsel
C750CEC1625D488

9/29/2023

NMDOT Assistant General Counsel

Date

ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward.

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the following information at the time of the subaward and if any of these data elements change, include the changes in subsequent subaward modification. When some of this information is not available, the pass-through entity must provide the best information available to describe the Federal award and subaward. Required information includes:

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Las Vegas, City of
(ii) Subrecipient's unique entity ID;	K15QJ5B1EA11
(iii) Federal Award Identification Number (FAIN);	NM-2023-027
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	4/28/2022
(v) Subaward Period of Performance Start and End Date;	10-01-2023 thru 09-30-2024
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Administrative \$68,964.46 Operating \$118,338.00
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Administrative \$68,964.46 Operating \$118,338.00
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Administrative \$68,964.46 Operating \$118,338.00
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY22 5311 Rural Transit Appropriation for FY24 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.509
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**NONDISCRIMINATION ASSURANCE AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

On behalf of this Agreement, the **CITY OF LAS VEGAS**; hereinafter referred to as “**Subrecipient**” assures that:

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:

- a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
- b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
- c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
- d. Executive Order No. 11246, “Equal Employment Opportunity” September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
- e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., f. U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 CFR part 25,
- g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
- h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
- i. U.S. DOT regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964,” 49 CFR part 21,
- j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
- k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.

2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

NONDISCRIMINATION ASSURANCE 3

3. As required by 49 CFR § 21.7:

a. Subrecipient will comply with 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 in the manner that:

- (1) Subrecipient implements its Award,
- (2) Subrecipient undertakes property acquisitions, and
- (3) Subrecipient operates all parts of its facilities, as well as its facilities operated in connection with its Award.

b. This assurance applies to its Award and to all parts of its facilities, as well as its facilities used to implement its Award.

c. Subrecipient will promptly take the necessary actions to carry out this assurance, including the following:

- (1) Notifying the public that discrimination complaints about transportation-related services or benefits may be filed with U.S. DOT or FTA Headquarters Office of Civil Rights, and
- (2) Submitting information about its compliance with these provisions to U.S. DOT or FTA upon their request.

d. If Subrecipient transfers U.S. DOT or FTA assisted real property, structures, or improvements to another party, any deeds and instruments recording that transfer will contain a covenant running with the land assuring nondiscrimination:

- (1) While the property is used for the purpose that the federal assistance is extended, or
- (2) While the property is used for another purpose involving the provision of similar services or benefits.

e. The United States has a right to seek judicial enforcement of any matter arising under:

- (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
- (2) U.S. DOT regulations, 49 CFR part 21, or
- (3) This assurance.

f. Subrecipient will make any changes in its Title VI implementing procedures, as U.S. DOT or FTA may request, to comply with:

- (1) Title VI of the Civil Rights Act, 42 U.S.C. § 2000d,
- (2) U.S. DOT regulations, 49 CFR part 21, and
- (3) Federal transit law, 49 U.S.C. § 5332.

g. Subrecipient will comply with applicable federal guidance issued to implement federal nondiscrimination requirements, except as FTA determines otherwise in writing.

h. Subrecipient will extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each Third Party Participant, including any:

- (1) Subrecipient,
- (2) Transferee,
- (3) Third Party Contractor or Subcontractor at any tier,
- (4) Successor in Interest,
- (5) Lessee, or
- (6) Other Participant in its Award, except FTA and the Applicant (and later, the Recipient).

i. Subrecipient will include adequate provisions to extend the requirements of 49 U.S.C. § 5332, 42 U.S.C. § 2000d, and 49 CFR part 21 to each third party agreement, including each:

- (1) Subagreement at any tier,
- (2) Property transfer agreement,
- (3) Third party contract or subcontract at any tier,

NONDISCRIMINATION ASSURANCE 3

- (4) Lease, or
- (5) Participation agreement.

j. The assurances you have made on your behalf remain in effect as long as FTA determines appropriate, including, for example, as long as:

- (1) Federal assistance is provided for its Award,
- (2) Subrecipient property acquired or improved with federal assistance is used for a purpose for which the federal assistance is extended, or for a purpose involving similar services or benefits,
- (3) Subrecipient retains ownership or possession of its property acquired or improved with federal assistance provided for its Award,
- (4) Subrecipient transfers property acquired or improved with federal assistance, for the period during which the real property is used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits, or
- (5) FTA may otherwise determine in writing.

4. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR part 27, specifically 49 CFR § 27.9, and consistent with 49 U.S.C. § 5332, you assure that:

a. Subrecipient will comply with the following prohibitions against discrimination based on disability listed below in subsection 4.b of this Category 01.D Assurance, of which compliance is a condition of approval or extension of any FTA assistance awarded to:

- (1) Construct any facility,
- (2) Obtain any rolling stock or other equipment,
- (3) Undertake studies,
- (4) Conduct research, or
- (5) Participate in any benefit or obtain any benefit from any FTA administered program.

b. In any program or activity receiving or benefiting from federal assistance that U.S. DOT administers, no qualified individual with a disability will, because of his or her disability be:

- (1) Excluded from participation,
- (2) Denied benefits, or
- (3) Otherwise subjected to discrimination.

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature: _____ Date: _____

Printed Name of Signing Official: _____

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

**NEW MEXICO DEPARTMENT OF TRANSPORTATION
TRANSIT AND RAIL DIVISION**

**DISADVANTAGED BUSINESS ENTERPRISE
RACE-NEUTRAL IMPLEMENTATION AGREEMENT
FOR
FEDERAL TRANSIT ADMINISTRATION SUBRECIPIENTS**

INTRODUCTION AND INSTRUCTIONS:

The New Mexico Department of Transportation (NMDOT) Transit and Rail Division, through the NMDOT Office of Equal Opportunity Programs (OEO), must ensure that Subrecipient of Federal Transit Administration (FTA) funds meet applicable DBE requirements when funds are used in whole or in part to finance procurement and contracts of products and service(s). To that end, Subrecipient with contracting opportunities must submit a *Disadvantaged Business Enterprise Race-Neutral Implementation Agreement for Federal Transit Administration Subrecipients* (Agreement).

Please read the entire Agreement before completing, and do not change or add to the wording of the Agreement. The Agreement is incorporated into and becomes a material part of your contract with NMDOT, and Subrecipients are responsible for complying with the requirements contained therein.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

DISADVANTAGED BUSINESS ENTERPRISE RACE-NEUTRAL IMPLEMENTATION AGREEMENT for CITY OF LAS VEGAS; hereinafter referred to as “Subrecipient.”

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR Part 26.5.

II. OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The Subrecipient intends to receive federal financial assistance from the U.S. Department of Transportation (USDOT) through the New Mexico Department of Transportation (NMDOT), and as a condition of receiving this assistance, the Subrecipient will sign the New Mexico Department of Transportation’s Disadvantaged Business Enterprise Race Neutral Implementation Agreement (hereinafter referred to as Agreement).

The Subrecipient must implement a policy to ensure that DBEs, as defined in 49 CFR Part 26 (also referred to as the DBE Program), have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

To ensure nondiscrimination in the award and administration of DOT-assisted procurement and contracts of products and services contracts.

To create a level playing field on which DBE’s can compete fairly for DOT-assisted procurement and contracts of products and services contracts.

To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.

To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.

To help remove barriers to the participation of DBEs in DOT-assisted procurement and contracts of products and services contracts.

To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (§26.7)

Subrecipient will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. Subrecipient will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program with respect to individuals of a particular race, color, sex, or national origin.

IV. Race-Neutral Means of Meeting the Annual DBE Goal (§26.51)

Subrecipient will assist NMDOT to achieve its Overall Statewide DBE Goal by race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION I

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has been historically low;
8. Ensuring distribution of the New Mexico DBE directory, through print and electronic means, to the widest feasible universe of potential contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

Subrecipient will encourage utilization of DBE contractors whenever possible on its USDOT-assisted contracts. New Mexico Certified DBE firms and the fields of work in which they participate are listed in the electronic web-based DBE Directory located at <https://nmdot.dbesystem.com>

V. Quotas (§26.43)

Subrecipient will not use quotas or set-asides in any way in the administration of the DBE Program.

VI. DBE Liaison Officer (§26.25)

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

Subrecipient must designate a DBE Liaison Officer (DBELO). The DBELO is responsible for implementing the DBE Program as it pertains to the Subrecipient and ensures that the Subrecipient is fully and properly advised concerning DBE Program matters.

VII. Federal Financial Assistance Agreement Assurance (§26.13)

The Subrecipient will sign the following assurance, applicable to and to be included in all USDOT-assisted procurements and contracts for products and services:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

VIII. Required Contract Clauses (§§26.13, 26.29)

Subrecipient assures that the following clauses will be included in each USDOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted procurement and contracts of products and services contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

B. Prompt Payment

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the NMDOT's prior written approval. Any violation of this Section shall subject the violating contractor or subcontractor to penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

Prompt Payment of Retainage

Subrecipient shall include either (1), (2), or (3) of the following provisions in their USDOT-assisted contracts to ensure prompt and full payment of retainage (withheld funds) to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

IX. Bidders List (§26.11)

The Subrecipient will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its USDOT-assisted procurement and contracts for products and services. The bidders list will include the name, address and telephone number of each quoting firm and whether the quoter is a New Mexico certified DBE. Subrecipient will include language in its procurement documents that requires each bidding Contractor, at the time that bids are submitted, to list the quotes received for the project as detailed above.

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

X. Reporting

Subrecipient will report bidders list and related DBE information to the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs upon request.

Subrecipient will complete and submit annually to the NMDOT Office of Equal Opportunity Programs the NMDOT Annual Profile Registration Form. This Form will be mailed to Subrecipient.

Subrecipient will compile and provide such other information related to its procurements and the DBE Program as deemed necessary by the NMDOT Transit and Rail Division or the NMDOT Office of Equal Opportunity Programs.

XI. Incorporation of Agreement

This Agreement is incorporated into Subrecipient's financial assistance agreement with NMDOT by reference and made a part of that agreement.

Date:
Signature of Subrecipient Official
Phone Number:
Printed Name of Subrecipient Official



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 18, 2024

Date Submitted: 12/6/24

Department: Public Works

Item Topic: Requesting approval of Resolution No. 24-35 accepting a match waiver in the amount of \$110,942.38 through the New Mexico Department of Transportation Match Waiver Program for Contract No. D20427 awarded for El Creston Reconstruction Project phase II Beginning of project Alamo Street to end of project Alamo Street.

New Mexico Department of Transportation 95%	\$2,118,847.64
City of Las Vegas required Matching Share 5%	\$110,942.38 Waived
Total Project Cost Covered by NMDOT	\$2,329,790.02

Fiscal Impact: None

Attachments: Award letter

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.

Approved for submittal by:



Department Director

Reviewed by:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

**RESOLUTION
24-35**

City of Las Vegas

PARTICIPATION IN THE TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Las Vegas and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$2,329,790.02 to be funded in proportional share By the parties hereto as follows:

a) Department shall fund the Project from the following Programs:

TPF Fund	95%	\$2,218,847.64
Match Waiver Program	5%	\$110,942.38

b) City of Las Vegas's required proportional matching share of 5% is **Waived**

TOTAL PROJECT COST IS \$2,329,790.02

City of Las Vegas shall pay all costs, which exceed the total amount of \$2,329,790.02.

Now therefore, be it resolved in official session that City of Las Vegas determines, resolves, and Orders as follows:

That the project for this Cooperative Agreement is adopted and has a priority standing.

The Agreement terminates on June 30, 2027 and the City of Las Vegas incorporates all the Agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Las Vegas to enter into a Cooperative Agreement For Control Number LP40060 with the New Mexico Department of Transportation for the TPF Program For FY 2025 for El Creston Circle within the control of the City of Las Vegas in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSTION)

DATE

(PRINTED NAME, POSTION)

DATE



December 3, 2024

Daniel Gurule, Public Works Manager
City of Las Vegas
1700 N Grand Ave
Las Vegas, New Mexico 87701

Project No: LP40060

Dear Public Works Manager Gurule:

We are pleased to inform you that your request for Match Waiver funds, for Project LP40060 was approved by the State Transportation Commission. The project funding is as follows:

Total Project Amount:	\$2,329,790.02
Department Share:	\$2,218,847.64
Matching Funding Waived	\$110,942.38

The District 4 office will receive the necessary documentation then forward to you for signature. If you have any questions or comments, please contact me at (505) 699-9946 or Clarissa.Martinez@dot.nm.gov.

Sincerely,

Clarissa Martinez
State Grants Manager
Project Oversight Division

C: District 4 Engineer
District 4 LGRF Coordinator

**Michelle Lujan
Grisham**
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Vacant
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 18, 2024

Date Submitted: 12/5/24

Department: Public Works

Item/Topic: The Public Works Department is seeking approval of the Palo Verde Channel Project to redesign and construction of drainage to help in preventing flooding during heavy rain storms. Design amount is \$91,729.327, construction cost will be determined upon completion of design.

Fiscal Impact: None

Attachments: Engineers task order, location map.

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.

Approved For Submittal By:

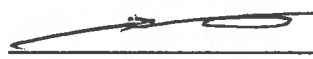


Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

**MILLER ENGINEERING CONSULTANTS
TASK ORDER PROJECT BUDGET TEMPLATE**

Client: City of Las Vegas
 Project: Palo Verde Drainage Channel Project - 60%, 90% and 100% Design
 Date: September 23, 2024

Man-hour Fee Estimate								
No.	Task	Principal Engineer	Civil Engineer	Engineer Intern	Sr. Designer	Drafter	Clerical	TOTAL
1	Project Meetings, Project Management, and two public meetings	40			40	0	40	120
2	Hydrology & Hydraulic Analysis & Drainage Report	40		60	24	24	8	156
4	Front End Sheets (cover sheet, index, general notes, quantity schedules, and summary of quantities)	16		24		40	2	82
5	CBC Design and concrete channel design: P & P Sheets, structure sections, typical sections and details.	40			180	80	8	308
8	Construction Detail Sheets	8			8	24	2	42
9	Bid Document	16					40	56
		160	0	84	252	168	100	764
	Hourly Rate	\$ 150.00	\$ 125.00	\$ 95.00	\$ 85.00	\$ 65.00	\$ 55.00	
	Fee Amount	\$ 24,000.00	\$ -	\$ 7,980.00	\$ 21,420.00	\$ 10,920.00	\$ 5,500.00	\$ 69,820.00
Sub consultants - Third Party Services								
No.	Description	Amount	Unit Price	Cost				
1	Topographic Design Survey	1	\$ 15,000.000	\$ 15,000.00				
	Subtotal Amount			\$ 15,000.00				\$ 15,000.00
Reimbursable Expenses								
No.	Description	Amount	Unit Price	Cost				
1	Mileage	0	\$ 0.650	\$ -				
2	Plan Reproduction	0	\$ 2.00	\$ -				
3	Copies	0	\$ 0.10	\$ -				
	Subtotal Amount			\$ -				\$ -
	SUBTOTAL AMOUNT							\$ 84,820.00
	TAX @ 8.1458%							\$ 6,909.27
	TOTAL							\$ 91,729.27



* Does not include any required right of way mapping or easements

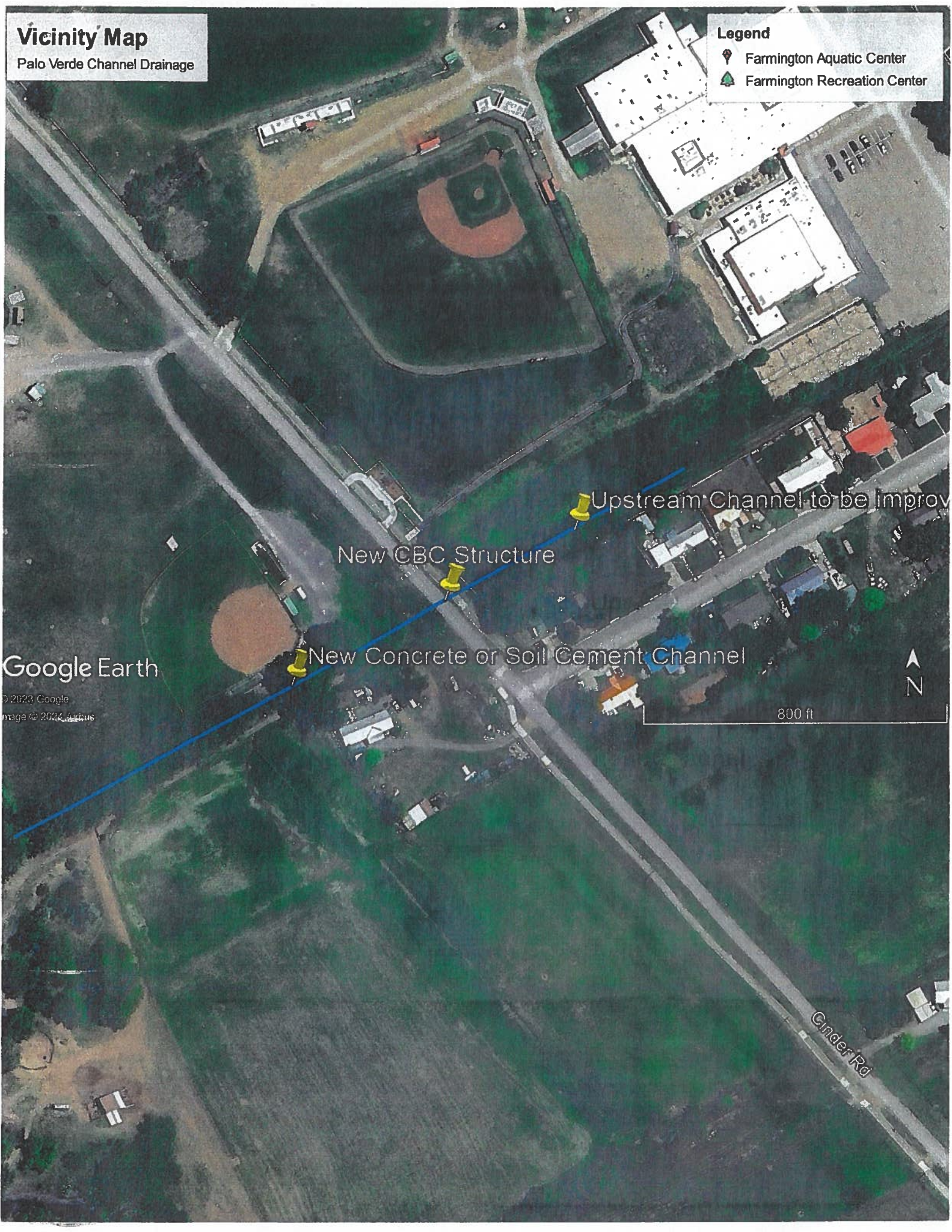
** Does not include biological reports, cultural reports, 401/404 permitting or any environmental clearances

Vicinity Map

Palo Verde Channel Drainage

Legend

-  Farmington Aquatic Center
-  Farmington Recreation Center



New CBC Structure

Upstream Channel to be improved

New Concrete or Soil Cement Channel

800 ft



Ginger Rd

Google Earth

© 2023 Google
Image © 2023 Argus



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: December 18, 2024

Date Submitted: 12/10/2024

Department: Public Works

Item/Topic: Approval of resolution 24-37, 1y the adoption of required Community Development Block Grant (CDBG) Certifications and Commitments, and 1z CDBG Federal Requirements.

Fiscal Impact: None

Attachments: Resolution 24-37.

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.

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

Grantee Name: City of Las Vegas

CDBG Project Number: 21-C-NR-I-01-G-03

RESOLUTION # 24-37

**ADOPTION OF REQUIRED
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CERTIFICATIONS AND COMMITMENTS**

WHEREAS, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the City of Las Vegas (hereinafter referred to as the Grantee) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

- | | |
|--|---|
| Citizen Participation | certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15) |
| Fair Housing | certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin |
| Residential Anti-Displacement & Relocation Assistance | certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity |
| Section 3 | certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community. Attached is the Grantee Section 3 hiring information. |
| Procurement | certifies its compliance with federal procurement code (24 CFR Part 85.36) and New Mexico Procurement Code (§13-1-120 NMSA 1978) by adopting a procurement policy for CDBG projects. |

GRANTEE SECTION 3 PLAN CHART

- Chart for Section 3 Plan **MUST** be filled out for job classifications that result from this CDBG funding. If this project will not create jobs, this chart will not be applicable. Attach additional job classifications as necessary.

City of Las Vegas			24-37	
ANTICIPATED/ACTUAL HIRES			HIRING YEAR	
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income City of Las Vegas Residents	# of Positions Filled	Positions Filled by Lower Income City of Las Vegas Residents
City of Las Vegas	0	0	0	0

NOW, THEREFORE, BE IT RESOLVED, that the Grantee adopts the above CDBG certifications through the term of the CDBG grant agreement with the Department of Finance and Administration, as amended, if applicable.

PASSED, APPROVED, SIGNED, AND ADOPTED at a duly called and convened regular meeting of the governing body of the _____ this _____ day of _____, 20____.

SIGNED: _____
 _____, Chief Elected Official

ATTEST:

 (Name and Title)

EXHIBIT 1-Z

CDBG FEDERAL REQUIREMENTS

CITIZEN PARTICIPATION REQUIRED ELEMENTS

In accordance with the 1987 revisions to the Housing and Community Development Act and in an effort to further encourage citizen participation, City of Las Vegas has prepared and adopted this Citizen Participation Plan.

Objective A

City of Las Vegas will provide for and encourage citizen participation within its area of jurisdiction, with particular emphasis on participation by persons of low and moderate income. *Action items:*

1. *Adopt and circulate an Open Meetings Resolution which provides citizens with reasonable notice of county/municipality upcoming meetings, actions and functions.*
2. *Develop press releases on county/municipality meetings, actions and hearings, and circulate to newspapers, radio and television media.*
3. *Develop and maintain listing of groups and representative of low and moderate income persons, and include on mailing lists of announcements, notices, press releases, etc.*

Objective B

City of Las Vegas will provide citizens with reasonable and timely access to local meetings, information and records relating to the proposed and actual use of CDBG funds. *Action items:*

1. *Public notices, press releases, etc., should allow for a maximum length of notice to citizens.*
2. *Appropriate information and records relating to the proposed and actual use of CDBG funds must be available upon request to all citizens. Personnel and income records may be exempted from these requirements.*
3. *Meetings, hearing, etc., should be conducted at times and locations conducive to public attendance, e.g., evenings, Saturdays.*

Objective C

City of Las Vegas will provide technical assistance to groups and representatives of low and moderate income persons that request assistance in developing proposals. *Note: the level and type of assistance is to be determined by the county/municipality. Action items:*

1. *Low and moderate income groups should be advised that technical assistance, particularly in the area of community development, is available from the county/municipality upon request.*
2. *Document technical assistance provided to such groups and has documentation available for review.*

Objective D

City of Las Vegas will provide a minimum of two public hearings to obtain citizen participation and respond to proposals and questions at all stages of the Community Development Block Grant Program. *Action items:*

1. *Advise citizens of the CDBG program objectives, range of activities that can be applied for and other pertinent information.*
2. *Conduct a minimum of two public hearings:*
 - a. *One public hearing will be held to advise citizens of the program objectives and range of activities that can be applied for, and to obtain the citizen's views on community development and housing needs, to include the needs of low and moderate income people. This hearing will take place prior to the selection of the project to be submitted to the state for CDBG funding assistance.*
 - b. *A second public hearing will be held to review program performances, past use of funds and make available to the public its community development and housing needs, including the needs of low and moderate income families, and the activities to be undertaken to meet such needs.*
3. *Publish public hearing notices in the non-legal section of newspapers or in other local media. Evidence of compliance with these regulations will be provided with each CDBG application, i.e., hearing notice minutes of public meetings, list of needs and activities to be undertaken, etc. Amendments to goals, objectives and applications are also subject to public participation.*

Objective E

City of Las Vegas will provide timely written answers to written complaints and grievances within 15 working days where practical. *Action items:*

1. *Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.*
2. *Allow for appeal of a decision to a neutral authority.*
3. *File a detailed record of all complaints or grievances and responses in one central location with easy public access.*

Objective F

City of Las Vegas will identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of residents can be reasonably expected to participate. *Action items:*

1. *Identify areas where large majorities of non-English speaking persons reside and make appropriate provisions when issues affecting these areas are to be discussed at public meetings, hearings, etc. Appropriate provisions will include having interpreters available at the meeting and having briefing material available in the appropriate language.*
2. *Maintain records/rosters of public hearing attendees and proceedings to verify compliance with this objective.*

FAIR HOUSING REQUIRED ELEMENTS

A resolution of the _____ City Council _____ of the _____ City _____ of _____ Las Vegas _____, adopting a fair housing policy, making known its commitment to the principle of fair housing, and describing actions it shall undertake to affirmatively further fair housing.

WHEREAS; the Housing and Community Development act of 1974 as amended requires that all applicant for Community Development Block Grants funds certify that they shall affirmatively further fair housing; and

WHEREAS; the Civil Rights Act of 1968 (commonly known as the Federal Fair Housing Act) and the Fair Housing Amendments Act of 1988 declare a national policy to prohibit discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing or in the provision of brokerage services, on the basis of race, color, religion, sex, disability, familial status or national origin; and

WHEREAS; fairness is the foundation of the American system and reflects traditional American values; and

WHEREAS; discriminatory housing practices undermine the strength and vitality of America and its people;

NOW, THEREFORE, BE RESOLVED THAT the _____ City Council _____ of the _____ City _____ of _____ Las Vegas _____ hereby wish all persons living, working, doing business in or traveling through this _____ City _____ to know that: discrimination in the sale, rental, leasing, and financing of housing or land to be used for construction of housing, or in the provision of brokerage services on the basis of race, color, religion, sex, handicap, familial status or national origin is prohibited by Title VIII of the Fair Housing Act Amendments of 1988; and that it is the policy of the _____ City _____ of _____ Las Vegas _____ to implement programs, within the constraints of its resources, to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, handicap, familial status or national origin; and within available resources the _____ City _____ of _____ Las Vegas _____ will assist all persons who feel they have been discriminated against in housing issues on the basis of race, color, religion, sex, handicap, familial status or national origin to seek equality under existing federal and state laws to file a complaint with the New Mexico Attorney General's Office or the U.S. Department of Housing and Urban Development; and that the _____ City _____ of _____ Las Vegas _____ shall publicize this Resolution and thereby encouraging owners of rental properties, developers, builders and others involved with housing to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances; and that the _____ City _____ of _____ Las Vegas _____ shall undertake the following actions to affirmatively further fair housing:

(List all such actions to include: mailing copies of this resolution to the real estate community, banks, developers, community organizations and local media; posting copies of this resolution at identified locations; distributing flyers; sponsoring schools)

Posting and/or mailing copies to real estate community, banks, developers, communities organizations etc.

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE REQUIRED ELEMENTS

I. Background/Introduction

Section 104(d) of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5304(d)(4)), Section 105(b)(16) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12705(b)(16)), and implementing regulations at 24 CFR Part 42, specify that a grantee under the Community Development Block Grant (CDBG) must certify that it has in effect and is following a "residential Anti-displacement and relocation assistance plan" (Plan). As a CDBG grantee, City of Las Vegas must certify to State of New Mexico Department of Finance and Administration Local Government Division that it has and is following such a Plan.

The Plan must include three components: 1) one-for-one replacement requirements for lower-income housing units, 2) relocation assistance, and 3) a description of the steps City of Las Vegas will take to minimize displacement.

II. Activities Covered by the Plan

All activities involving the use of CDBG funds that cause displacement as a direct result of demolition or conversion of a lower-income dwelling are subject to the requirements specified in the Plan. Activities for which funds are first obligated on or after September 30, 1988 are subject to the requirements specified in the Plan, without regard to the source year of the funds.

III. Uniform Relocation Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) govern displacement that directly results from acquisition, rehabilitation, or demolition of real property when federal funds are used. City of Las Vegas's Residential Anti-displacement and Relocation Assistance Plan is in no way intended to supersede the URA. CDBG assisted activities may still be subject to the requirements of the URA.

IV. One-for-One Replacement Units

All occupied and vacant occupiable lower-income dwelling units that are demolished or converted to a use other than as lower-income dwelling units in connection with an assisted activity must be replaced with comparable lower-income units. Replacement lower-income dwelling units may be provided by any governmental agency or private developer and must meet the following requirements:

- A. The units must be located within City of Las Vegas to the extent feasible, the units shall be located within the same neighborhood as the units replaced

- B. The units must be sufficient in number and size to house no fewer than the number of occupants who could have been housed in the units that are demolished or converted. The number of occupants who could have been housed in the units shall be in accordance with applicable local housing occupancy codes. The units may not be replaced with smaller units (e.g., a 2-bedroom unit with two 1-bedroom units), unless City of Las Vegas has provided information demonstrating that such a proposed replacement is consistent with the needs assessment contained State of New Mexico Department of Finance and Administration Local Government Division HUD-approved Consolidated Plan.
- C. The units must be in standard condition and must at a minimum meet Section 8 Program Housing Quality Standards. Replacement lower-income units may include units brought from a substandard condition to standard condition if: 1) no person was displaced from the unit; and 2) the unit was vacant for at least 3 months before execution of the agreement between City of Las Vegas and the property owner.
- D. The units must initially be made available for occupancy at any time during the period beginning 1 year before the recipient makes public the information required under Section F below and ending 3 years after the commencement of the demolition or rehabilitation related to the conversion.
- E. The units must be designed to remain lower-income dwelling units for at least 10 years from the date of initial occupancy. Replacement lower-income dwelling units may include, but are not limited to, public housing or existing housing receiving Section 8 project-based assistance
- F. Before City of Las Vegas enters into a contract committing it to provide CDBG funds for any activity that will directly result in the demolition of lower-income dwelling units or the conversion of lower-income dwelling units to another use, City of Las Vegas must make public and submit in writing to State of New Mexico Department of Finance and Administration Local Government Division the following information:
- 1 A description of the proposed assisted activity;
 - 2 The location on a map and number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than for lower-income dwelling units as a direct result of the assisted activity;
 - 3 A time schedule for the commencement and completion of the demolition or conversion;
 - 4 The location on a map and the number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units. If such data is not available at the time of the submission to State of New Mexico Department of Finance and Administration Local Government Division, the submission shall identify the general location on an area map and the approximate number of dwelling units by size, and information identifying the specific location and number of dwellings units by size shall be submitted and disclosed to the public as soon as it is available;
 - 5 The source of funding and time schedule for the provision of replacement dwelling units;
 - 6 The basis for concluding that each replacement unit will remain a lower-income dwelling unit for at least 10 years from the date of initial occupancy; and
 - 7 Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units is consistent with the needs assessment contained in

the State of New Mexico Department of Finance and Administration Local Government Division Consolidated Plan.

- G. The one-for-one replacement requirements may not apply if HUD determines, based on objective data, that there is an adequate supply of vacant lower-income dwelling units in standard condition available on a non-discriminatory basis within City of Las Vegas. In making such a determination, State of New Mexico Department of Finance and Administration Local Government Division will consider such factors as vacancy rates, numbers of lower-income units in City of Las Vegas and the number of eligible families on the Section 8 waiting list.

V. Relocation Assistance

Each lower-income person who is displaced as a direct result of CDBG assisted demolition or conversion of a lower-income dwelling shall be provided with relocation assistance.

Relocation assistance includes advisory services and reimbursement for moving expenses, security deposits, credit checks, other moving expenses, including certain interim living costs, and certain replacement housing assistance.

Displaced persons have the right to elect, as an alternative to the benefits described in this Plan, to receive benefits under the URA, if they determine that it is in their best interest to do so. The following relocation assistance shall be available to lower-income displacement persons:

- A. Displaced lower-income persons will receive the relocation assistance required under 49 CFR 24, Subpart C (General Relocation Requirements) and Subpart D (Payment for Moving and Related Expenses) whether the person elects to receive assistance under the URA or the assistance required by CDBG regulations. Relocation notices must be distributed to the affected persons in accordance with 49 CFR 24.203 of the URA;
- B. The reasonable and necessary cost of any security deposit required to rent the replacement dwelling unit and for credit checks required to rent or purchase the replacement dwelling unit;
- C. Actual reasonable out-of-pocket costs incurred in connection with temporary relocation, including moving expenses and increased housing costs, if:
 - 1. The person must relocate temporarily because continued occupancy of the dwelling unit constitutes a substantial danger to the health or safety of the person or the public; or
 - 2. The person is displaced from a lower-income dwelling unit, none of the comparable replacement units to which the person has been referred qualifies as a lower-income dwelling unit, and a suitable lower-income dwelling unit is scheduled to become available through one-for-one replacement requirements
- D. Replacement Housing Assistance. Displaced persons are eligible to receive one of the following two forms of replacement housing assistance:
 - 1. Each person shall be offered rental assistance equal to 60 times the amount necessary to reduce the monthly rent and estimated average monthly cost of

utilities for a replacement dwelling to the “Total Tenant Payment”, as determined under 24 CFR 813.107. All or a portion of this assistance may be offered through a certificate or housing voucher for rental assistance under the Section 8 program. Where Section 8 assistance is provided to the displaced person, _____ City of Las Vegas _____ must provide the person with referrals to comparable units whose owners are willing to participate in Section 8 program to the extent that cash assistance is provided, it will be provided in installments.

2. In lieu of the housing voucher, certificate or cash assistance described above, the person may elect to receive a lump sum payment allowing them to secure participation in a housing cooperative or mutual housing association. This lump sum payment shall be equal to the capitalized value of 60 monthly installments of the amount that is obtained by subtracting the

“Total Tenant Payment”, as determined under 24 CFR 813.107, from the monthly cost of rent and average monthly cost of utilities at a comparable replacement dwelling unit. To compute the capitalized value, the installments shall be discounted at the rate of interest paid on passbook savings in a federally insured financial institution conducting business within _____ City of Las Vegas _____.

Displaced lower-income tenants shall be advised of their right to elect relocation assistance pursuant to the URA and the regulations at 49 CFR 24 as an alternative to the relocation assistance available under CDBG regulations.

VI. Eligibility for Relocation Assistance

A lower-income person is eligible for relocation assistance if they are considered to be a “displaced person” as defined in 24 CFR 42.305. A displaced person means a lower-income person who, in connection with an activity assisted under the CDBG program, permanently moves from real property or permanently moves personal property from real property as a direct result of demolition or conversion of a lower-income dwelling.

For purposes of this definition, a permanent move includes a move made permanently and:

- A. After notice by the owner to move from the property, if the move occurs on or after the date of the submission of a request to _____ City of Las Vegas _____ for CDBG assistance that is later approved for the requested activity; or
- B. After notice by the owner to move from the property, if the move occurs on or after the date of the initial official submission to HUD of the consolidated plan under 24 CFR Part 91 describing the assisted activity; or
- C. Before the dates described in A & B above, if _____ City of Las Vegas _____ or State of New Mexico Department of Finance and Administration Local Government Division determines that the displacement was a direct result of conversion or demolition in connection with a CDBG assisted activity; or
- D. By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:
 1. The tenant moves after execution of the CDBG agreement covering the acquisition, rehabilitation or demolition and the move occurs before the tenant is

provided written notice offering the tenant the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex upon completion of the project under reasonable terms and conditions, including a monthly rent and estimated average monthly utility costs that do not exceed the greater of the tenant's monthly rent before such agreement, or the total tenant payment as determined under 24 CFR 813.107 if the tenant is lower-income, or 30 percent of gross household income if the tenant is not lower-income.

2. The tenant is required to relocate temporarily, does not return to the building/complex, and either is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or other conditions of the temporary relocation are not reasonable.
3. The tenant is required to move to another dwelling unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

If the displacement occurs on or after the appropriate date described in A & B above, the lower-income person is not eligible for relocation assistance if:

- A. The person is evicted for cause based upon a serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable federal, State or local law, or other good cause, and the City of Las Vegas determines that the eviction was not undertaken for the purpose of evading the obligation to provide relocation assistance;
- B. The person moved into the property on or after the date described in A & B above after receiving written notice of the expected displacement; or
- C. City of Las Vegas determines that the displacement was not a direct result of the CDBG assisted activity and the State of New Mexico Department of Finance and Administration Local Government Division concurs with this determination.

VII. Minimizing Displacement

The CDBG regulations regarding the demolition or conversion of lower-income dwelling units are designed to ensure that lower-income persons are provided with adequate, affordable replacement housing. Naturally, involuntary displacement should be discouraged whenever a reasonable alternative exists. Involuntary displacement is extremely disruptive and disturbing, especially to lower-income persons who do not have the means to locate alternative housing.

There are various ways that displacement can be minimized. The following are steps that will be taken to minimize the involuntary displacement of lower-income persons when CDBG funds are involved:

- A. **Screening of Applications** All CDBG applications will be reviewed to determine whether involuntary displacement is likely to occur. Those applications involving displacement will receive a lower priority recommendation for funding unless it can be shown that alternatives are not available.
- B. **Acquisition of Property** Applicants who apply for CDBG funds to acquire property for the

development of lower-income housing will be encouraged to purchase vacant land. In the case of in-fill and other projects where this is not feasible and the project involves potential displacement, the applicant shall agree to allow the displaced lower-income person(s) to occupy the new housing at an affordable rent.

Applicants who utilize CDBG funds to rehabilitate or convert a lower-income unit to a non-residential use will be required to supply replacement housing consistent with paragraph IV, as well as relocation assistance.

- C. Cost of Relocation Assistance The cost of any required relocation assistance and the provision of replacement housing will be borne by the applicant and may be paid for out of CDBG funds awarded to the project.

VIII. Definitions

- A. "Comparable replacement dwelling unit" means a dwelling unit that:
 - 1 Meets the criteria of 49 CFR 24.2(d)(1) through (6); and
 - 2 Is available at a monthly cost for rent plus estimated average monthly utility costs that does not exceed the "Total Tenant Payment" determined under 24 CFR 813.107 after taking into account any rental assistance the household would receive.
- B. "Lower-income dwelling unit" means a dwelling unit with a market rental (including utility costs) that does not exceed the applicable Fair Market Rent (FMR) for existing housing and moderate rehabilitation established under 24 CFR Part 888.
- C. "Standard condition" means units that at a minimum meet the Existing Housing Quality Standards of the Section 8 rental subsidy program.
- D. "Substandard condition suitable for rehabilitation" means units with code violations that can be brought to Section 8 Housing Quality Standards within reasonable monetary amounts.
- E. "Vacant occupiable dwelling unit" means a dwelling unit that is in a standard condition; a vacant dwelling unit that is in substandard condition, but is suitable for rehabilitation; or a dwelling unit in any condition that has been occupied (except by a squatter) at any time within the period beginning 3 months before the date of execution of the agreement by _____ City of Las Vegas _____ covering the rehabilitation or demolition.

IX. Grievances

The _____ City of Las Vegas _____ will provide timely written answers to written complaints and grievances within 15 working days where practical. Action items:

- A. Adopt complaint handling procedures or policies to insure that complaints or grievances are responded to within 15 days, if possible.
- B. Allow for appeal of a decision to a neutral authority.
- C. File a detailed record of all complaints or grievances and responses in one central location with easy public access.

SECTION 3 PLAN REQUIRED ELEMENTS

The _____ City of Las Vegas _____ is committed to comply with Section 3 of the Housing and Urban Development Act of 1968. This Act encourages the use of small local businesses and the hiring of low income residents of the community.

The _____ City of Las Vegas _____ has appointed _____ as the Section 3 Coordinator, to advise and assist key personnel and staff on Section 3, to officially serve as focal point for Section 3 complaints, and as the on-site monitor of prime contractors and sub-contractors to insure the implementation and enforcement of their Section 3 plans. The approval or disapproval of the Section 3 plan is the ultimate responsibility of the _____ City of Las Vegas _____. Documentation of efforts will be retained on file for monitoring by the state.

Therefore, the _____ City of Las Vegas _____ shall:

1. Hiring
 - a. Advertise for all _____ City of Las Vegas _____ positions in local newspapers
 - b. List all _____ City of Las Vegas _____ job opportunities with the State Employment Service
 - c. Give preference in hiring to lower income persons residing in the _____ City of Las Vegas _____. This means that if two equally qualified persons apply and one is a resident of the _____ City of Las Vegas _____ and one is not, the resident will be hired
 - d. Maintain records of _____ City of Las Vegas _____ hiring as specified in the CDBG Resolution to Adopt CDBG Requirements (Exhibit 1-Y). Note: Chart for Section 3 Plan MUST be filled out in its entirety and updated with a CDBG grant agreement.

2. Contracting

- a. The _____ City of Las Vegas _____ will compile a list of businesses, suppliers and contractors located in the _____ City of Las Vegas _____.
- b. These vendors will be contacted for bid or quotes whenever the _____ City of Las Vegas _____ requires supplies, services or construction.
- c. Preference will be given to small local businesses. This means if identical bids/quotes are received from a small business located within the _____ City of Las Vegas _____ and one from outside the _____ City of Las Vegas _____, the contract will be awarded to the business located within the community.

3. Training

The City of Las Vegas shall maintain a list of all training programs operated by the City of Las Vegas and its agencies and will direct them to give preference to City of Las Vegas residents. The City of Las Vegas will also direct all CDBG sponsored training to provide preference to City of Las Vegas residents.

4. CDBG Contracts

All CDBG bid proposals and contracts shall include the following Section 3 language.

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that the greatest extent feasible, opportunities for training and employment be given lower income residents of the project areas, and contracts for work in connection with the project be awarded to business concerns residing in the project area.
- b. The parties to this contract will comply with the provision of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR and all applicable rules and orders of the Department issued there-under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under the Section 3 clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135, and will not let any subcontract unless the subcontractor has first provided it with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department, issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

The City of Las Vegas shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The City of Las Vegas will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in City of Las Vegas and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for City of Las Vegas. Information contained in our Section 3 Plan reflects the status of the City of Las Vegas employees regarding lower income considerations based on their salary paid by the City of Las Vegas.

Certification

This Federal Requirements Plan hereby incorporates all of the State of New Mexico CDBG requirements to include Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation as well as Section 3. The City of Las Vegas herewith certifies to follow the CDBG Federal Requirements Plan described above and adopt the plan by resolution once throughout the term of the CDBG grant agreement.

PASSED AND ADOPTED BY THE City Council of the City of Las Vegas on this day of .

ATTEST:

APPROVED AS TO FOR:

City Clerk

City Attorney

Plan Adoption Date:

Adoption Instrument:

Certified By:

Date

Chief Official Name

Official Title

Copy to Local Government Division with attachments

Grantee Name: City of Las Vegas

CDBG Project Number: 21-C-NR-I-01-G-03

RESOLUTION # 2024

**ADOPTION OF REQUIRED
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CERTIFICATIONS AND COMMITMENTS**

WHEREAS, municipalities, counties or other entities that accept Community Development Block Grant (CDBG) funds must adopt certain required federal regulations; and

WHEREAS, the City of Las Vegas (hereinafter referred to as the Grantee) wishes to ensure compliance with federal regulations by adopting the following required certifications and commitments:

- | | |
|--|---|
| Citizen Participation | certifies its commitment to citizen participation by preparing and adopting a Citizen Participation Plan that includes ways to encourage public input using various methods to reach the public and assures that citizens are provided reasonable notice and timely access to local meetings, per the Open Meetings Act (NMSA 1978, Chapter 10, Article 15) |
| Fair Housing | certifies its commitment to the Fair Housing Act of 1968 to affirmatively further fair housing, which prohibits discrimination in the sale, rental, leasing and financing of housing or land to be used for the construction of housing on the basis of race, color, religion, sex, disability, familial status, or national origin |
| Residential Anti-Displacement & Relocation Assistance | certifies its compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, whose purpose is to provide uniform, fair, and equitable treatment for persons whose real property is acquired or for persons displaced as a result of a CDBG-funded project or activity |
| Section 3 | certifies its commitment to Section 3, a provision of the Housing and Urban Development (HUD) Act of 1968, which requires recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low and very low income residents in connection with projects and activities in their community. Attached is the Grantee Section 3 hiring information. |
| Procurement | certifies its compliance with federal procurement code (24 CFR Part 85.36) and New Mexico Procurement Code (§13-1-120 NMSA 1978) by adopting a procurement policy for CDBG projects. |

GRANTEE SECTION 3 PLAN CHART

- Chart for Section 3 Plan **MUST** be filled out for job classifications that result from this CDBG funding. If this project will not create jobs, this chart will not be applicable. Attach additional job classifications as necessary.

City of Las Vegas			2024	
ANTICIPATED/ACTUAL HIRES			HIRING YEAR	
PLANNED			ACTUAL	
Job Classification	# of Positions to be Filled	# of Positions to be Filled by Lower Income City of Las Vegas Residents	# of Positions Filled	Positions Filled by Lower Income City of Las Vegas Residents
City of Las Vegas	0	0	0	0

NOW, THEREFORE, BE IT RESOLVED, that the Grantee adopts the above CDBG certifications through the term of the CDBG grant agreement with the Department of Finance and Administration, as amended, if applicable.

PASSED, APPROVED, SIGNED, AND ADOPTED at a duly called and convened regular meeting of the governing body of the _____ this _____ day of _____, 20____.

SIGNED: _____, Chief Elected Official

ATTEST:

(Name and Title)

The City of Las Vegas shall require each contractor to prepare a written Section 3 plan as a part of their bids on all jobs exceeding \$100,000. All Section 3 plans shall be reviewed and approved by the City's Equal Opportunity Section 3 Compliance Officer and retained for monitoring by the state.

The City of Las Vegas will maintain all necessary reports and will insure that all contractors and subcontractors submit required reports.

LOWER INCOME CLARIFICATION

A family who resides in City of Las Vegas and whose income does not exceed the income limit for the size of family as per the attached Section 8 Income Limit for City of Las Vegas. Information contained in our Section 3 Plan reflects the status of the City of Las Vegas employees regarding lower income considerations based on their salary paid by the City of Las Vegas.

Certification

This Federal Requirements Plan hereby incorporates all of the State of New Mexico CDBG requirements to include Citizen Participation, Fair Housing, Residential Anti-Displacement & Relocation as well as Section 3. The City of Las Vegas herewith certifies to follow the CDBG Federal Requirements Plan described above and adopt the plan by resolution once throughout the term of the CDBG grant agreement.

PASSED AND ADOPTED BY THE City Council of the City
of Las Vegas on this 21st day of June.

ATTEST:



City Clerk

APPROVED AS TO FOR:



City Attorney

Plan Adoption Date:

6/21/23

Adoption Instrument:

Council meeting

Certified By:



Chief Official Name

Official Title

6/21/23
Date

Copy to Local Government Division with attachments



**CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM**

Meeting Date: 12/18/24

Date Submitted: 12/24/24

Department: Public Works Department

Item/Topic: Request approval of Addendum #3 for a one year extension to contract # 3835-22 awarded to Stantec Consulting Services, Inc. for engineering services for the Hot Springs Blvd Reconstruction Road Project.

Fiscal Impact: None

Attachments: Contract, addendum

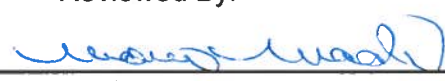
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

Resolution No. _____
Ordinance No. _____
Contract No. _____
Approved _____

Continued To: _____
Referred To: _____
Denied _____
Other _____

ADDENDUM #3
AGREEMENT/CONTRACT #3835-22
RFP# 2022-15
AWARDED ON: 1/25/22
STANTEC ENGINEERING CONSULTANTS

This Addendum entered into this _____ Day of _____, 2025 by and between the City of Las Vegas, a Municipal Corporation, hereinafter termed "City " and STANTEC, hereinafter termed "Contractor".

WITNESSETH:

WHEREAS, under date of 1/25/2022 the City and STANTEC entered into an Agreement/ Contract pursuant to a call for a Request for Proposal (RFP) in which STANTEC agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR STREETS & DRAINAGE

WHEREAS, the City and STANTEC now desire to extend the original Agreement/ Contract for an additional year from 1/25/2025 thru: 1/25/2026.

WHEREAS, the City and Contractor have agreed upon original terms/scope of agreement #3835-22.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation PROFESSIONAL ENGINEERING SERVICESFRO STREETS & DRAINAGE, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.



Approval Form
(Contracts, Lease Agreements, RFP's, MOU's, MOA's, Ordinances, Resolutions)

***Reviewed:**



Tim Montgomery, City Manager

12/02/2024

Date

**(if not signed by City Manager first, this document will not be forwarded to the Attorney for review and approval)*

Date Submitted: November 26, 2024

Department Submitting: Public Works

Submitter: Daniel Gurule

Documents to be reviewed: Addendum #3 Stantec for Hot Springs Blvd Reconstruction Road Project

Deadline: **ASAP**

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____

Date: _____

City Manager / HR Comments: _____

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval):* _____

Changes:

Date: _____

1



Attorney Review

12.02.2024

Date

Approved /Disapproved: *(Reason for Disapproval):* _____

2

Finance Director

Date

Approved /Disapproved: *(Reason for Disapproval):* _____

3

Tim Montgomery, City Manager

Date

Received by City Clerk's Office
(Only if being placed on the Agenda)

Date: _____

****This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is no Attorney Review, it will not be processed until this step is completed.***



Change Order # 10
 STANTEC CONSULTING SERVICES INC.
 Project # 227300059
 1601 Camino Del Coronado, Tucumcari NM 88401
 Ph: (575) 461-0181
 Email: wayland.oliver@stantec.com

Date June 30, 2024

Agreement / Contract
 No. 3835-22
 City of Las Vegas
 Date

CLIENT CITY OF LAS VEGAS
 905 12th Street, Las Vegas NM 87701
 Ph: (505) 426-3301
 Email: gilvarrym@lasvegasnm.gov

Project Name and Location: City of Las Vegas Hot Springs Boulevard Water Utility Design

In accordance with the original Professional Services Agreement dated March 21, 2018 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Change Order #10 is requested at this time to extend the period of service associated with the current Engineering Agreement and Change Orders.

Extend Period of Services

The current Period of Service as outlined in the Change Order #9 provides for a period not to exceed June 30, 2024. Stantec is requesting the period to be extended 3 months to September 30, 2024. Extension of the Period of Service is required at this time to complete the construction of the project given the delays encountered, including those due to weather and construction.

If the City of Las Vegas requests additional professional services, other than what is listed above, an additional Amendment will be required prior to commencing work. A lump sum or hourly fee proposal will be submitted to the City of Las Vegas for consideration and approval. Or if a projected upper target is anticipated to be exceeded, a proposal will be submitted to the City of Las Vegas for consideration and approval of increasing the upper target amount.

Below is a total amended engineering fee breakdown:

Original Agreement – March 21, 2018

Preliminary Design	\$ 23,310.85 (T&E)
Final Design	\$ 19,210.85 (T&E)
Bid Administration	\$ 7,780.80 (T&E)

Change Order #1 – August 27, 2019

Final Design – Increase	\$ 20,000.00 (T&E)
Construction Administration	\$ 12,546.00 (T&E)
Construction Observation	\$ 15,359.00 (T&E)

Change Order #2 – June 18, 2020

Final Design – Decrease	\$ (2,407.92) (T&E)
Preparation of Technical Design Memorandum	\$ 3,015.00 (L.S.)

Change Order #3 – August 21, 2020

Final Design – Increase	\$ 31,373.00 (T&E)
Update Technical Design Memorandum	\$ 2,970.00 (T&E)
Construction Administration - Increase	\$ 4,990.00 (T&E)
Construction Observation – Increase	\$ 41,127.00 (T&E)



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order #4 – May, 2021

Geotechnical Investigation	\$ 6,393.00 (T&E)
Soil Sampling Analysis	\$ 6,150.00 (T&E)

Change Order #5 – December, 2021

Construction Administration – Increase	\$ 14,680.00 (T&E)
Construction Observation – Decrease	\$ (14,680.00) (T&E)

Change Order #6 – May, 2023

Construction Administration – Increase	\$ 19,471.90 (T&E)
Construction Observation – Increase	\$ 4,709.08 (T&E)

Change Order #7 – May, 2023

NMDOT Permit Application	\$ 9,960.00 (T&E)
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Change Order #8 – December, 2023

Time Extension ONLY	\$ 0.00 (T&E)
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Change Order #9 – April, 2024

Construction Administration - Increase	<u>\$ 22,276.20 (T&E)</u>
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Change Order #10 – July, 2024

Time Extension ONLY	\$ 0.00 (T&E)
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Total Amended Fee \$ 248,234.76 + NMGRT

Effect on Schedule: The engineering services period should be extended by 3 months from the end date listed in the Change Order #9 as to allow time to complete the construction and closeout of the project.



Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Change Order. All provisions of the Agreement not modified by this or previous Change Orders remain in effect. The Effective Date of this Change Order is date of the last signature below.

Stantec Consulting Services Inc.


City of Las Vegas

Dave Maxwell, PE, Principal

Tim Montgomery, City Manager

Print Name and Title

Print Name and Title


Signature


Signature

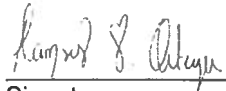
Date Signed: 7/3/24

Date Signed: 07/05/2024

Stantec Consulting Services Inc.

Ramses S. Ortega, Project Manager

Print Name and Title


Signature

Date Signed: 7/3/2024



City of Las Vegas

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

Mayor David Romero

MEMORANDUM

To: Tim Montgomery, City Manager

From: Adrian Allemand

Adrian Allemand, Project Manager

Thru: Travis Martinez

Travis Martinez, Interim Utilities Director

Date: July 5, 2024

RE: Hot Springs Water Line Improvements: Stantec Change Order #10

Stantec change order #10 is a request to extend the period of engineering services for the Hot Springs Water Line project. Currently their contract expires June 30, 2024. We are requesting a 3 month time extension. This time extension is necessary to complete construction and the close out documents.

Thank you for your understanding and we appreciate your time. Please feel free to contact me with any questions or concerns.

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



Change Order # 9 Date April 1, 2024

STANTEC CONSULTING SERVICES INC.
Project # 227300059
1601 Camino Del Coronado, Tucumcari NM 88401
Ph: (575) 461-0181
Email: wayland.oliver@stantec.com

Agreement / Contract
No. 3835-22
City of Las Vegas
Date

CLIENT CITY OF LAS VEGAS
905 12th Street, Las Vegas NM 87701
Ph: (505) 426-3301
Email: gilvarrym@lasvegasnm.gov

Project Name and Location: City of Las Vegas Hot Springs Boulevard Water Utility Design

In accordance with the original Professional Services Agreement dated March 21, 2018 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Change Order #9 is requested at this time for the purpose of increasing the Construction Administration services.

Construction Administration Increase

At the City's request, Stantec is providing a fee for additional construction management services. This task will include increasing the Construction Administration original task to cover for 12 additional weeks. At the City's request, Stantec will coordinate, conduct, and attend additional construction progress meetings for the additional duration of the project due to a construction extension. The progress meeting breakdown will be as follows: a total of two (2) in person meetings; a total of three (3) one-hour virtual meetings as needed for the remaining of the construction. Stantec will also coordinate and attend in person the Substantial Completion Meeting and the Final Inspection Meeting. The amendment includes the preparation, review, and approval of two (2) additional pay applications. Should another time extension be granted for the construction of the project, Stantec will require an additional amendment to increase the scope of these services.

Stantec proposes that the services associated with the Construction Administration Increase services be billed as indicated, with the breakdown summarized below:

Table with 4 columns: Personnel, Budgeted Hours, Rate, Amount. Rows include Senior Project Engineer, Client Service Manager, Project Engineer, Civil Designer, Project Manager Assistant, Mileage, Meals, and a total for Construction Administration Increase.

If the City of Las Vegas requests additional professional services, other than what is listed above, an additional Amendment will be required prior to commencing work. A lump sum or hourly fee proposal will be submitted to the City of Las Vegas for consideration and approval. Or if a projected upper target is anticipated to be exceeded, a proposal will be submitted to the City of Las Vegas for consideration and approval of increasing the upper target amount.



Below is a total amended engineering fee breakdown:

<u>Original Agreement – March 21, 2018</u>	
Preliminary Design	\$ 23,310.85 (T&E)
Final Design	\$ 19,210.85 (T&E)
Bid Administration	\$ 7,780.80 (T&E)
<u>Change Order #1 – August 27, 2019</u>	
Final Design – Increase	\$ 20,000.00 (T&E)
Construction Administration	\$ 12,546.00 (T&E)
Construction Observation	\$ 15,359.00 (T&E)
<u>Change Order #2 – June 18, 2020</u>	
Final Design – Decrease	\$ (2,407.92) (T&E)
Preparation of Technical Design Memorandum	\$ 3,015.00 (L.S.)
<u>Change Order #3 – August 21, 2020</u>	
Final Design – Increase	\$ 31,373.00 (T&E)
Update Technical Design Memorandum	\$ 2,970.00 (T&E)
Construction Administration - Increase	\$ 4,990.00 (T&E)
Construction Observation – Increase	\$ 41,127.00 (T&E)
<u>Change Order #4 – May, 2021</u>	
Geotechnical Investigation	\$ 6,393.00 (T&E)
Soil Sampling Analysis	\$ 6,150.00 (T&E)
<u>Change Order #5 – December, 2021</u>	
Construction Administration – Increase	\$ 14,680.00 (T&E)
Construction Observation – Decrease	\$ (14,680.00) (T&E)
<u>Change Order #6 – May, 2023</u>	
Construction Administration – Increase	\$ 19,471.90 (T&E)
Construction Observation – Increase	\$ 4,709.08 (T&E)
<u>Change Order #7 – May, 2023</u>	
NMDOT Permit Application	\$ 9,960.00 (T&E)
<u>Change Order #8 – December, 2023</u>	
Time Extension ONLY	\$ 0.00 (T&E)
<u>Change Order #9 – April, 2024</u>	
Construction Administration - Increase	\$ 22,276.20 (T&E)
Total Amended Fee	\$ 248,234.76 + NMGRT

Effect on Schedule: The engineering services period should remain as per the listed period in Change Order #8 to June 30, 2024.



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Change Order. All provisions of the Agreement not modified by this or previous Change Orders remain in effect. The Effective Date of this Change Order is date of the last signature below.

Stantec Consulting Services Inc.

City of Las Vegas

Dave Maxwell, PE , Principal

Tim Montgomery, City Manager

Print Name and Title

Print Name and Title

Signature

Signature

Date Signed: 4/2/24

Date Signed: 05/01/2024

Stantec Consulting Services Inc.

Ramses S. Ortega, Project Manager

Print Name and Title

Signature

Date Signed: 4/1/2024



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 8 Date December 22, 2023

STANTEC CONSULTING SERVICES INC.

Project # 227300059

1601 Camino Del Coronado, Tukumcari NM 88401

Ph: (575) 461-0108

Email: wayland.oliver@stantec.com

CLIENT

CITY OF LAS VEGAS

905 12th Street, Las Vegas NM 87701

Ph: (505) 426-3301

Email: gilvarrym@lasvegasnm.gov

Project Name and Location: City of Las Vegas Hot Springs Boulevard Water Utility Design

In accordance with the original Professional Services Agreement dated March 21, 2018 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Change Order #8 is requested at this time to extend the period of service associated with the current Engineering Agreement and Change Orders.

Extend Period of Services

The current Period of Service as outlined in the Change Order #7 provides for a period not to exceed three (3) months for the effective date of the Change Order. Stantec is requesting the period to be extended 10 months to June 30, 2024. Extension of the Period of Service is required at this time to complete the construction of the project as several delays have been faced including the period required to prepare, revise, submit and approve the NMDOT utility permit.

If the City of Las Vegas requests additional professional services, other than what is listed above, an additional Amendment will be required prior to commencing work. A lump sum or hourly fee proposal will be submitted to the City of Las Vegas for consideration and approval. Or if a projected upper target is anticipated to be exceeded, a proposal will be submitted to the City of Las Vegas for consideration and approval of increasing the upper target amount.

Below is a total amended engineering fee breakdown:

Original Agreement – March 21, 2018

Preliminary Design	\$ 23,310.85 (T&E)
Final Design	\$ 19,210.85 (T&E)
Bid Administration	\$ 7,780.80 (T&E)

Change Order #1 – August 27, 2019

Final Design – Increase	\$ 20,000.00 (T&E)
Construction Administration	\$ 12,546.00 (T&E)
Construction Observation	\$ 15,359.00 (T&E)

Change Order #2 – June 18, 2020

Final Design – Decrease	\$ (2,407.92) (T&E)
Preparation of Technical Design Memorandum	\$ 3,015.00 (L.S.)

Change Order #3 – August 21, 2020

Final Design – Increase	\$ 31,373.00 (T&E)
Update Technical Design Memorandum	\$ 2,970.00 (T&E)
Construction Administration - Increase	\$ 4,990.00 (T&E)
Construction Observation – Increase	\$ 41,127.00 (T&E)



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order #4 – May, 2021

Geotechnical Investigation \$ 6,393.00 (T&E)
Soil Sampling Analysis \$ 6,150.00 (T&E)

Change Order #5 – December, 2021

Construction Administration – Increase \$ 14,680.00 (T&E)
Construction Observation – Decrease \$ (14,680.00) (T&E)

Change Order #6 – May, 2023

Construction Administration – Increase \$ 19,471.90 (T&E)
Construction Observation – Increase \$ 4,709.08 (T&E)

Change Order #7 – May, 2023

NMDOT Permit Application \$ 9,960.00 (T&E)

Change Order #8 – December, 2023

Time Extension ONLY \$ 0.00 (T&E)

Total Amended Fee \$ 225,958.56 + NMGR

Effect on Schedule: The engineering services period should be extended by 10 months from the end date listed in the Change Order #7 as to allow time to complete the construction and closeout of the project.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Change Order. All provisions of the Agreement not modified by this or previous Change Orders remain in effect. The Effective Date of this Change Order is date of the last signature below.

Stantec Consulting Services Inc.

City of Las Vegas

Dave Maxwell, PE , Principal
Print Name and Title

Tim Montgomery - Interim City Manager
Print Name and Title


Signature


Signature

Date Signed: 12/20/23

Date Signed: 12/27/23

Stantec Consulting Services Inc.

Ramses S. Ortega, P.E.
Print Name and Title


Signature

Date Signed: 12/18/2023

Agreement / Contract
No. 3835-22
City of Las Vegas
Date

ADDENDUM #2
AGREEMENT/CONTRACT #3835-22
RFP# 2022-15
AWARDED ON: 1/25/22
STANTEC CONSULTING SERVICES INC.

This Addendum entered into this **11TH Day of January, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **STANTEC CONSULTING SERVICES INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 1/25/2022 the City and STANTEC CONSULTING SERVICES INC entered into an Agreement/Contract pursuant to a call for RFP in which STANTEC CONSULTING SERVICES INC agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR STREETS & DRAINAGE

WHEREAS, the City and STANTEC CONSULTING SERVICES INC now desire to extend the original Agreement/Contract for an additional year from **1/25/2024 thru:1/24/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3835-22.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR STREETS & DRAINAGE**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.


NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 1/25/2022 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 1/25/2022 Agreement not inconsistent herewith remain in full force and effect.


CITY OF LAS VEGAS

**STANTEC CONSULTING
SERVICES INC**

REVIEWED AND APPROVED:



Leo Maestas Date
City Manager


DocuSigned by:


8631D73056AA43F

Principal November 9, 2023 | 3:12 PM

Title Date

ATTEST:



Casandra Fresquez 11/9/23
City Clerk Date



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 7

Date May 25, 2023

STANTEC CONSULTING SERVICES INC.

Project # 227300059

1601 Camino Del Coronado, Tucumcari NM 88401

Ph: (575) 461-0108

Email: wayland.oliver@stantec.com

Agreement / Contract

No. 3835-22

City of Las Vegas

Date

CLIENT

CITY OF LAS VEGAS

905 12th Street, Las Vegas NM 87701

Ph: (505) 426-3301

Email: gilvarrym@lasvegasnm.gov

Project Name and Location: City of Las Vegas Hot Springs Boulevard Water Utility Design

In accordance with the original Professional Services Agreement dated March 21, 2018 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Change Order #7 is requested at this time for the purpose of preparing and coordinating a response to NMDOT for the Utility Permit Application.

NMDOT Utility Permit Application

At the City's request, Stantec is providing a fee for the coordination and preparation of a response to NMDOT pertaining to the Utility Permit Application for the waterline bore. This task will include the preparation and submittal of the environmental clearance and the preparation and resubmittal of the NMDOT permit.

Stantec proposes that the services associated with the NMDOT Utility Permit Application services be billed as indicated, with the breakdown summarized below:			
Personnel	Budgeted Hours	Rate	Amount
Senior Project Engineer	40	\$ 181.00	\$ 7,240.00
Civil Designer	20	\$ 136.00	\$ 2,720.00
NMDOT Utility Permit Application			\$ 9,960.00 (T&E)

If the City of Las Vegas requests additional professional services, other than what is listed above, an additional Amendment will be required prior to commencing work. A lump sum or hourly fee proposal will be submitted to the City of Las Vegas for consideration and approval. Or if a projected upper target is anticipated to be exceeded, a proposal will be submitted to the City of Las Vegas for consideration and approval of increasing the upper target amount.



Below is a total amended engineering fee breakdown:

Original Agreement – March 21, 2018

Preliminary Design	\$ 23,310.85 (T&E)
Final Design	\$ 19,210.85 (T&E)
Bid Administration	\$ 7,780.80 (T&E)

Change Order #1 – August 27, 2019

Final Design – Increase	\$ 20,000.00 (T&E)
Construction Administration	\$ 12,546.00 (T&E)
Construction Observation	\$ 15,359.00 (T&E)

Change Order #2 – June 18, 2020

Final Design – Decrease	\$ (2,407.92) (T&E)
Preparation of Technical Design Memorandum	\$ 3,015.00 (L.S.)

Change Order #3 – August 21, 2020

Final Design – Increase	\$ 31,373.00 (T&E)
Update Technical Design Memorandum	\$ 2,970.00 (T&E)
Construction Administration - Increase	\$ 4,990.00 (T&E)
Construction Observation – Increase	\$ 41,127.00 (T&E)

Change Order #4 – May, 2021

Geotechnical Investigation	\$ 6,393.00 (T&E)
Soil Sampling Analysis	\$ 6,150.00 (T&E)

Change Order #5 – December, 2021

Construction Administration – Increase	\$ 14,680.00 (T&E)
Construction Observation – Decrease	\$ (14,680.00) (T&E)

Change Order #6 – May, 2023

Construction Administration – Increase	\$ 19,471.90 (T&E)
Construction Observation – Increase	\$ 4,709.08 (T&E)

Change Order #7 – May, 2023

NMDOT Permit Application	\$ 9,960.00 (T&E)
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Total Amended Fee \$225,958.56 + NMGR

Effect on Schedule: The engineering services period should be extended by 3 months from the effective date of this Change Order as to allow time to complete the construction and closeout of the project.



City of Las Vegas

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

Mayor Louie A. Trujillo

Agreement / Contract
No. 3835-22
City of Las Vegas
Date

MEMORANDUM

TO: Leo J. Maestas, City Manager

FROM: B. Lujan
Benito Lujan, Utilities Project Manager

THRU: Maria Gilvarry
Maria Gilvarry, Utilities Director

DATE: May 24, 2023

RE: Hot Springs Water & Sewer Replacement Project: Stantec Change Order #6

Hot Springs Water & Sewer Replacement Project: Stantec Change Order #6 is a request for the purpose of increasing the fee for construction administration and construction observation in the amount of \$24,180.98 to Stantec Engineering for the Hot Springs Utility Line Improvements Project. This change order is due to the extension of the project for the unforeseen circumstances with the NMDOT permitting. (Please see attached CO #6).

Purchase Order Update:	\$24,180.98
Construction Administration:	\$19,471.90
Construction Observation:	\$4,709.08

Feel free to contact me with any questions. Thank you.

XC: File

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 6 Date May 19, 2023

STANTEC CONSULTING SERVICES INC.
Project # 227300059
1601 Camino Del Coronado, Tucumcari NM 88401
Ph: (575) 461-0108
Email: wayland.oliver@stantec.com

CLIENT CITY OF LAS VEGAS
905 12th Street, Las Vegas NM 87701
Ph: (505) 426-3301
Email: gilvarrym@lasvegasnm.gov

Project Name and Location: City of Las Vegas Hot Springs Boulevard Water Utility Design

In accordance with the original Professional Services Agreement dated March 21, 2018 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Change Order #6 is requested at this time for the purpose of increasing the Construction Administration and the Construction Observation services.

Construction Administration Increase

At the City's request, Stantec is providing a fee for construction management services. This task will include increasing the Construction Administration original task to cover for 10 additional weeks. At the City's request, Stantec will coordinate, conduct, and attend additional construction progress meetings for the additional duration of the project due to a construction extension. The progress meeting breakdown will be as follows: a total of three (3) in person meetings; a total of three (3) one-hour virtual meetings as needed for the remaining of the construction. The amendment includes the preparation, review, and approval of three (3) additional change order and one additional pay application. Should another time extension be granted for the construction of the project, Stantec will require an additional amendment to increase the scope of these services.

Stantec proposes that the services associated with the Construction Administration Increase services be billed as indicated, with the breakdown summarized below:			
Personnel	Budgeted Hours	Rate	Amount
Senior Project Engineer	50	\$ 181.00	\$ 9,050.00
Client Service Manager	8	\$ 187.00	\$ 1,496.00
Project Engineer	14.5	\$ 166.00	\$ 2,407.00
Civil Designer	41	\$ 136.00	\$ 5,576.00
Project Manager Assistant	3	\$ 124.00	\$ 372.00
Mileage	780	\$ 0.655	\$ 510.90
Meals			\$ 60.00
Construction Administration Increase			\$ 19,471.90 (T&E)

Construction Observation Increase

At the City's request, the fee for this task will be increased by 35 hours for the Construction Observation task. This task will also increase the mileage allocated for this task. These hours will cover for the hours utilized for construction observation during the month of February and March. Also at the City's request, no additional construction observation will be provided by Stantec after March of this year.



Stantec proposes that the services associated with the **Construction Observation Increase** services be billed as indicated, with the breakdown summarized below:

Personnel	Budgeted Hours	Rate	Amount
Construction Observer	35.0	\$ 132.00	\$ 4,620.00
Mileage	136.0	\$ 0.655	\$ 89.08
Construction Observation Increase			\$ 4,709.08 (T&E)

If the City of Las Vegas requests additional professional services, other than what is listed above, an additional Amendment will be required prior to commencing work. A lump sum or hourly fee proposal will be submitted to the City of Las Vegas for consideration and approval. Or if a projected upper target is anticipated to be exceeded, a proposal will be submitted to the City of Las Vegas for consideration and approval of increasing the upper target amount.

Below is a total amended engineering fee breakdown:

Original Agreement – March 21, 2018

Preliminary Design	\$ 23,310.85 (T&E)
Final Design	\$ 19,210.85 (T&E)
Bid Administration	\$ 7,780.80 (T&E)

Change Order #1 – August 27, 2019

Final Design – Increase	\$ 20,000.00 (T&E)
Construction Administration	\$ 12,546.00 (T&E)
Construction Observation	\$ 15,359.00 (T&E)

Change Order #2 – June 18, 2020

Final Design – Decrease	\$ (2,407.92) (T&E)
Preparation of Technical Design Memorandum	\$ 3,015.00 (L.S.)

Change Order #3 – August 21, 2020

Final Design – Increase	\$ 31,373.00 (T&E)
Update Technical Design Memorandum	\$ 2,970.00 (T&E)
Construction Administration - Increase	\$ 4,990.00 (T&E)
Construction Observation – Increase	\$ 41,127.00 (T&E)

Change Order #4 – May, 2021

Geotechnical Investigation	\$ 6,393.00 (T&E)
Soil Sampling Analysis	\$ 6,150.00 (T&E)

Change Order #5 – December, 2021

Construction Administration – Increase	\$ 14,680.00 (T&E)
Construction Observation – Decrease	\$ (14,680.00) (T&E)

Change Order #6 – May, 2023

Construction Administration – Increase	\$ 19,471.90 (T&E)
Construction Observation – Increase	\$ 4,709.08 (T&E)

Total Amended Fee \$215,998.56 + NMGRT



Effect on Schedule: The engineering services period should be extended by 3 months from the effective date of this Change Order as to allow time to complete the construction and closeout of the project.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Change Order. All provisions of the Agreement not modified by this or previous Change Orders remain in effect. The Effective Date of this Change Order is date of the last signature below.

Stantec Consulting Services Inc.

City of Las Vegas

Ramses S. Ortega, Engineer

Leo J. Maestas - City Manager

Print Name and Title

Print Name and Title

Ramses S. Ortega

Leo J. Maestas

Signature

Signature

Date Signed: 5/15/2023

Date Signed: 5/20/23.

Stantec Consulting Services Inc.

Dave Maxwell, Principal

Print Name and Title

Dave Maxwell

Signature

Recommend Signature

[Signature]

Date 5/29/23

Date Signed: 5/16/2023



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Change Order. All provisions of the Agreement not modified by this or previous Change Orders remain in effect. The Effective Date of this Change Order is date of the last signature below.

Stantec Consulting Services Inc.

City of Las Vegas

Ramses S. Ortega, Engineer

Leo J. Marston City Manager

Print Name and Title

Print Name and Title

Signature

Signature

Date Signed: 5/25/2023

Date Signed: 6/1/23

Stantec Consulting Services Inc.

Recommend Signature
Date: 6/1/23

Dave Maxwell, Principal

Recommend Signature
Date: 6/1/23

Print Name and Title

Signature

Signature

Date Signed: 5/31/2023

Agreement / Contract
No. 3835-22
City of Las Vegas
Date

ADDENDUM #1
AGREEMENT/CONTRACT #3835-22
RFP# 2022-15
AWARDED ON: 1/25/22
STANTEC

This Addendum entered into this **11TH Day of January, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **STANTEC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 1/25/2022 the City and STANTEC entered into an Agreement/Contract pursuant to a call for RFP in which STANTEC agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR STREETS & DRAINAGE

WHEREAS, the City and STANTEC now desire to extend the original Agreement/Contract for an additional year from **1/25/2023 thru: 1/25/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3835-22.


WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR STREETS & DRAINAGE**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 1/25/2022 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 1/25/2022 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:


Leo Maestas Date
City Manager

STANTEC

DocuSigned by:

8031D73030A043F...

Principal January 12, 2023 | 3:25 |
Title Date

ATTEST:


Casandra Fresquez Date
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND STANTEC CONSULTING SERVICES INC.**

This Professional Services Agreement ("Agreement") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality ("City"), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Stantec Consulting Services Inc. ("Contractor"), a New York corporation, of 6100 Seagull St. NE #102b, Albuquerque, New Mexico 87109, on this 25 day of January, 2022 ("Effective Date"). Throughout this Agreement, either of the aforementioned parties may be referred to as "Party" or both of the aforementioned parties may be referred to collectively as "Parties."

Recitals

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

Now, therefore, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and the City agree as follows:

1. SCOPE OF WORK

The Offeror shall perform Professional Engineering Services for utility, street and drainage improvements on Hot Springs Boulevard. The services which include, but are not limited to, the preliminary design reports, perform field surveys; plot topography and cross sections; develop right-of-way plans; prepare structure drawings, prepare bid documents, and provide bid and construction support services. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

- a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of this project as requested by the City Utilities Director, Project Manager or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.

- d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- e. Prepare and submit construction documents, permit applications, cost estimates, specifications and schedules for review and approval. In providing estimates or opinions of probable cost, it is recognized that neither the City nor Contractor has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable costs is based on Contractor's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the City's budget or from any opinion of probable cost prepared by Contractor.
- f. Provide technical assistance completing environmental reviews.
- g. Provide assistance completing applications and obtain funding as needed.
- h. Provide construction observation as requested by the City Utility Director or designee.
- i. Provide technical assistance on work being performed as required and directed.
- j. Provide construction phase engineering services to include analyzing field testing reports and provide recommendations for appropriate rehabilitation procedures. The performance of the construction contract is not Contractor's responsibility nor are Contractor's field services rendered for the construction contractor's benefit. The Contractor is not responsible for any contractor's means, methods, techniques, sequences, procedures and use of equipment, whether reviewed by Contractor or not, and is not responsible for the contractor's failure to carry out the work in accordance with the contract documents or for the acts or omissions of any contractor, subcontractor, any of their agents or employees. Contractor is not responsible for providing legal advice to City in connection with the tendering, drafting or interpretation of construction contracts or any other matter whatsoever.
- k. Provide Review of, assessment and approval of submittals and invoices.
- l. Provide additional services as may be specifically requested by the City of Las Vegas.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.

A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

D. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all payment liabilities, claims and/or obligations whatsoever arising from, or under this Agreement.

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department the applicable gross receipts taxes on all monies paid to Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: Contractor agrees to perform the services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the services at the time when and the location in which the services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Contractor's performance.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor who shall perform its duties in accordance with all applicable laws.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement in amounts acceptable to industry standards so long as this Agreement is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701. If Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City. Contractor shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Manager. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless (but not defend) the City, its elected officials, agents and employees from all damages which may arise from his negligent performance under this Agreement. Contractor further agrees to hold the City harmless from all damages for any injury, damages or death sustained by Contractor and his employees, while engaged in the negligent performance of this Agreement.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection
Professional Services Agreement with Stantec Consulting Services Inc. 4 of 8

with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, 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 provisions of the New Mexico Tort Claims Act.

21. 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 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.

22. APPROPRIATION: The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City’s decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.

23. WORKERS COMPENSATION INSURANCE: Contractor will comply with the applicable provisions of the New Mexico Workers’ Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter’s employees to be engaged in such activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor’s failure to comply with the provisions of this Paragraph and that the indemnification provision of this contract will apply to this Paragraph.

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City’s Governing Body.

In witness whereof, the parties named above have duly executed this instrument as of this Effective Date.

CITY OF LAS VEGAS

Approved By:


Leo J. Maestas, City Manager

CONTRACTOR:

Stantec Consulting Services Inc.


Signature

Attest:


Cassandra Fresquez, City Clerk

Printed Name: Dave Maxwell

Position: Principal

Approved as to legal sufficiency:


Scott Aaron, City Attorney 1/25/22

**“ATTACHMENT “A”
STANTEC CONSULTING SERVICES INC.
Cost Proposal**

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-15

**PROFESSIONAL ENGINEERING SERVICES FOR
STREET & DRAINAGE IMPROVEMENTS
TO HOT SPRINGS BOULEVARD**

2022 Stantec Standard Billing Rate Table - 1

<u>Title</u>	<u>Level</u>	<u>Hourly Rate</u>
Senior Level Management	Level 21	\$281
Senior Level Management	Level 20	\$270
Senior Level Management	Level 19	\$259
Senior Engineer	Level 18	\$251
Senior Project Manager	Level 18	\$251
Senior Project Manager	Level 17	\$248
Senior Transportation Engineer	Level 16	\$237
Principal	Level 15	\$207
Senior Engineer	Level 15	\$207
Senior Project Manager	Level 14	\$187
Senior Engineer	Level 14	\$187
Senior Transportation Engineer	Level 14	\$187
Senior Hydraulic Engineer	Level 14	\$187
Client Services Manager	Level 14	\$187
Senior Project Engineer	Level 13	\$181
Senior Project Manager	Level 13	\$181
Project Manager	Level 12	\$172
Senior Engineer	Level 12	\$172
Project Engineer	Level 12	\$172
Senior Civil Designer	Level 12	\$172
Grant Specialist	Level 11	\$166
Senior Civil Designer	Level 11	\$166
Project Engineer	Level 11	\$166
Public Relations Specialist	Level 11	\$166
Project Manager	Level 10	\$153
Project Engineer	Level 10	\$153
Civil Designer	Level 10	\$153
Senior Civil Designer	Level 09	\$147
Civil Engineer	Level 09	\$147
Engineering Technician	Level 09	\$147
Construction Observer	Level 09	\$147
Civil Engineer	Level 08	\$136
Civil Designer	Level 08	\$136
Engineering Technician	Level 08	\$136
CAD Technician	Level 08	\$136
Construction Observer	Level 08	\$136
Civil Designer	Level 07	\$132
Office Administrator	Level 07	\$132
Project Management Assistant	Level 07	\$132
Construction Observer	Level 07	\$132
Civil Designer	Level 06	\$124
CAD Technician	Level 06	\$124
Construction Observer	Level 06	\$124
Project Management Assistant	Level 06	\$124
Construction Observer	Level 05	\$120
CAD Technician	Level 05	\$120
Office Administrator	Level 05	\$120
CAD Technician	Level 04	\$111
Administrative Assistant	Level 04	\$111
Administrative Assistant	Level 03	\$99

Field Survey Party Services:

2-Man Field Party	\$170.00 per hour
3-Man Field Party	\$205.00 per hour
4-Man Field Party	\$250.00 per hour



Approval Form

Date Submitted: January 24, 2022

Department Submitting: Utilities Department Submitter: Marvin Cordova

Date Re-Submitted after Changes: _____

Documents to Be Reviewed: Professional Services Agreement Deadline: _____

Upon Completion and Approval of Review: *(Please indicate here if you want to pick-up your documents after step 1 is approved or have them delivered for you to the next approving step):*

Comments: RFP 2022-15 Professional Engineering Services for Street & Drainage Stantec Consulting Services

The following is the approval order: *(Please circle either approved or disapproved)*

Approved / Disapproved: *(Reason for Disapproval):* _____

Changes: _____ Date: _____

1 1/25/22
Scott Aaron, City Attorney Review Date

Approved / Disapproved: *(Reason for Disapproval):* _____

2 1-15-22
Jesus Baquera, Finance Director Date

Approved / Disapproved: *(Reason for Disapproval):* _____

3 _____
Leo Maestas, City Manager Date

Picked Up By *(after CA review):* _____ Date: _____

Hand Delivered By: _____ Date: _____

(1) Received By: _____ Dept: _____ Date: _____

(2) Received By: _____ Dept: _____ Date: _____

(3) Final Pick Up By: _____ Dept: _____ Date: _____

