



City of Las Vegas

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

Mayor David Romero

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
June 12, 2024–Wednesday– 5:30 p.m.
San Miguel County Chambers
500 W. National 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. **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.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
 - Recognition Certificates for WLVS State Champion Athletes and Coaches in Powerlifting, Wrestling, E Sports and Softball
- VIII. **COUNCILORS' REPORTS**
- IX. **CITY MANAGER'S REPORT**

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

X. APPROVAL OF MINUTES (May 22nd and May 29th , 2024)

XI. PRESENTATIONS /POSSIBLE DIRECTION(not to exceed 10-15 minutes)

- Presentation by John Spencer with the Tree Board speaking on the Tree Board's effort to seek the production of an Urban Forest Management Plan for the City of Las Vegas at no cost to the City and to ask for Council support.

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).

1. Request approval of the Grant Agreement between the City of Las Vegas and Carroll Petrie Foundation in the amount of \$15,000.00.

Caleb Marquez, Police Chief The Animal Care Center has been awarded a \$15,000 grant to cover medical expenses for the animals at the shelter. The grant term is from July 1, 2024 through June 30, 2025.

XIII. BUSINESS ITEMS

1. Request approval to enter into a Cooperative Agreement with the New Mexico Tourism Department for the purpose of a grant acceptance in the amount of \$200,674.00 .

Lucas Marquez, Community Development Director This grant requires a match from the City in the amount of \$100,337.00 for a total of \$301,011.00.

2. Request approval of Lodgers' Tax funding in the amount of \$148,964.71 to the City of Las Vegas, Fiestas de Las Vegas.

Lucas Marquez, Community Development Director The funding will be for the promotion of 41 bands over 4 days, audio & stage, restrooms and television advertising for the July 4th events. The Fiestas de Las Vegas will take place on July 4th through the 7th, 2024 throughout the City of Las Vegas. The Lodgers Tax Board is recommending approval of this funding.

3. Request approval for the use and lease of City property to house a manufactured home for American Medical Response Ambulance Services (AMR) as per contract 3983-23with AMR and San Miguel Country for Emergency Medical Services.

Lucas Marquez, Community Development Director As part of the contract between the City of Las Vegas, the County of San Miguel and American Medical Response Ambulance Services (AMR), the City is responsible to find a piece of City property on which a manufactured home purchased by San Miguel County will be placed to serve as headquarters for AMR.

4. Request approval of a Professional Services Agreement for legal services with Holcomb Law Office.

Darlene Arguello, Human Resource Director Five (5) quotes were solicited with two (2) written bids received and three (3) no bids. Both bids received meet the requirements and qualifications to provide the specialized legal service needed for Human Resource Law and Labor Relations issues.

5. Request approval of Professional Services Agreement for legal services with New Mexico Local Government Law.

Darlene Arguello, Human Resource Director Five (5) quotes were solicited with two (2) written bids received and three (3) no bids. Both bids received meet the requirements and qualifications to provide the specialized legal service needed for Human Resource Law and Labor Relations issues.

6. Request approval to award RFP 2024-19 for Disaster Recovery Services for the City of Las Vegas, NM current and future disasters with The Sulzer Group and enter into contract.

Tim Montgomery, City Manager At the May 8, 2024 Council meeting, the Council approved to enter into negotiations with The Sulzer Group.

7. Request approval to award RFP 2024-18 for Disaster Legal Services for the City of Las Vegas, NM for damages sustained from the Hermit's Peak/Calf Canyon Wildfires with Singleton Schreiber and enter into contract.

Tim Montgomery, City Manager At the May 8, 2024 Council meeting, the Council approved to enter into negotiations with Singleton Schreiber.

8. Request approval to Publish Ordinance No. 24- 07, an ordinance to amend the Code of the City of Las Vegas by repealing §12-12-1.3 in its entirety, and by amending §20-13. A (Court Fees) and by repealing §20-13.C (Mandatory Fees) and amending §20-13-D.

Judge Eddie Trujillo The Legislature passed and Governor Lujan Grisham signed HB139 following the 2023 legislative session which repealed the requirement for municipal courts to collect certain correction, court automation and judicial education fees.

9. Request approval to amend the current Professional Services Agreement, #4042-24 with Advise| A Modern Law Firm and the City to increase the maximum compensation payable from \$20,000.00 to 35,000.00.

Tim Montgomery, City Manager This is an increase of \$15,000.00. There are currently monies available in the City Attorney's Office budget to cover increase.

10. Request approval to amend the current Professional Services Agreement, #4041-24 with New Mexico Local Government Law, LLC and the City to increase the maximum compensation payable from \$20,000.00 to \$35,000.00.

Tim Montgomery, City Manager This is an increase of \$15,000.00. There are currently monies available in the City Attorney's Office budget to cover increase.

11. Request approval to amend Professional Services Contract #4043-24 with Ortiz & Zamora Attorneys at Law, LLC and the City to increase the maximum compensation payable from \$20,000.00 to \$35,000.00.

Tim Montgomery, City Manager This is an increase of \$15,000.00. There are currently monies available in the City Attorney's Office budget to cover increase.

XIV. EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (5) Collective Bargaining strategy and (H) (2) Limited personnel matters: **Discussion regarding the Las Vegas Police Officer's Association (LVPOA) Collective Bargaining Unit agreement and the International Firefighters Association (IAFF) Collective Bargaining Unit agreement and Discussion regarding the staff assignment in Solid Waste and Gas Divisions.**

Pursuant to NMSA 1978, Section 10-15-1(D), (I), the Council may convene in a closed session upon motion of any Councilor and majority vote of the Council. Any closed session shall be limited to only those subjects announced prior to the vote to convene a closed session and those subjects properly placed on the agenda, thereby affording the general public notice of the subjects to be discussed. No votes shall be taken in closed session.

XV. 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 County 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 the Office of the City Clerk, 905 12th Street, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov

MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON WEDNESDAY, MAY 22, 2024 AT 9:00 A.M. IN THE SAN MIGUEL COUNTY CHAMBERS.

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey **via Google Meet**
Michael L. Montoya
David Ulibarri **Absent**

ALSO PRESENT: Tim Montgomery, City Manager
Casandra Fresquez, City Clerk
Matias Apodaca, Sergeant at Arms

CALL TO ORDER

Mayor Romero called the meeting to order at 9:00 AM.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked for a moment of silence to thank our creator for all the good things and the people that have come into our lives, for the food we have, for our beautiful community and for the work that is done everyday to make it a better place.

APPROVAL OF AGENDA

Councilor Martinez made a motion to approve the agenda as presented. Councilor Montoya seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

Maria Gilvarry thanked the community, staff, the Governing Body and their predecessors for the opportunity to serve the community for the last 12 years. Ms. Gilvarry advised during those 12 challenging and rewarding years she served under seven City Managers, five Mayors, ten different Councilors, oversaw hundreds of employees and assisted thousands of customers with utility and billing needs. Ms. Gilvarry advised that she experienced the good and bad of government life, the intelligence and desire to understand many of the customers and the ignorance and sometimes vileness of the few but vocal. Ms. Gilvarry advised that she experienced the dedication of City employees and when she became the Utilities Director there were a few issues she set out to address such as unequal treatment of customers, reactive maintenance, proper pay, project completion and communication. Ms. Gilvarry advised that she was proud of what Utilities has accomplished. Ms. Gilvarry advised that customers would get their utilities turned back on or special deals even with large debts and cutoff notices based on who they knew.

Ms. Gilvarry discussed the implementation of rules being consistent no matter whose phone number the customer claims to have. Ms. Gilvarry discussed draft pay plan proposals, compensation discrepancies, project management and division staff applying and receiving over 56 million in funding, 48 million in grants and completing over 98 projects. Ms. Gilvarry advised that it was incorrectly stated that there were several plans sitting on the shelf and stated there two plans at one hundred percent awaiting funding and all others were completed or in construction. Ms. Gilvarry thanked all the customers she assisted over the years, City staff and directors she had the opportunity to work with. Ms. Gilvarry also thanked all her staff members, managers, superintendent, supervisors, admins, operators, cashiers, service personnel, drivers and laborers and advised they were

the reason utilities accomplished as much as it has and they will be the reason the City continues to succeed.

MAYOR’S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Appointment of Laura Martinez to the Charter Commission – Ward 1.

Mayor Romero advised that Councilor Ulibarri recommended Laura Martinez.

Councilor Martinez made a motion to approve the appointment of Laura Martinez to the Charter Commission – Ward 1. Councilor Casey seconded the motion.

Councilor Montoya asked if there was a consultant for the Charter Commission.

City Manager Tim Montgomery advised that they are in the process of moving forward with an RFP for an Attorney that does not have to reside in San Miguel County.

Councilor Montoya discussed Section 1.05(A) of the City Charter that states, “The Governing Body shall be responsible for modifying the City Charter as necessary, and shall review the City Charter at least once every five (5) years”. Councilor Montoya voiced his opinion that the Governing Body was relinquishing their authority and responsibility. Councilor Montoya advised that he voted no to have a Charter Commission and felt that it's the duty of the Mayor and Council.

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

Michael L. Montoya	No	Barbara Casey	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

Appointment of Lorraine Garduno to the Design & Review Board.

Mayor Romero advised that Community Development Director Lucas Marquez recommended Lorraine Garduno. Mayor Romero advised that Ms. Garduno used

to work in Community Development and she understands the policies and ordinances.

Councilor Montoya made a motion to approve the appointment of Lorraine Garduno to the Design & Review Board. Councilor Martinez seconded the motion. Mayor Romero advised there was a motion and second and asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Request approval of a 3 year contract for annual 4th of July Firework display and services agreement with Precision Fireworks, LLC.

Fire Chief Steve Spann advised that the contract would guarantee a firework display for the next three years on the 4th of July. Fire Chief Spann further advised that the price went up from \$30,000 to \$50,000 in order for the vendor to buy the equipment.

Mayor Romero advised that one of the reasons for the contract was to ensure the firework display is on the 4th of July.

Councilor Montoya asked if they would still be utilizing City personnel.

Fire Chief Spann advised that City personnel would be providing security of the grounds along with the County Fire department to make sure fire suppression is there. Fire Chief Spann advised that they would also be cleaning up the debris the next morning. Fire Chief Spann advised that they received a letter from Highlands allowing them to use the Golf Course with no fees or charges.

Councilor Montoya asked if City personnel would be in charge of the firework display.

Fire Chief Spann advised no there would be trained certified personnel setting up and City personnel would be there for fire safety.

Councilor Montoya asked if the location would be secured.

Fire Chief Spann advised yes, they would provide security along with the Police department.

Councilor Montoya made a motion to approve a 3 year contract for the annual 4th of July Firework display and services agreement with Precision Fireworks, LLC.

Councilor Martinez asked if there was insurance.

Fire Chief Spann advised that Precision Fireworks would be insured by a \$5 million liability combined single limit for personal injury and property, as well as another \$5 million for transportation of class one explosives registered by the DOT.

Mayor Romero advised there was a motion by Councilor Montoya and asked if there was a second. Councilor Martinez seconded the motion. Mayor Romero advised there was a motion and second and asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

- 2. Request approval of a Memorandum of Agreement (MOA) between San Miguel County and the City of Las Vegas.

Community Development Director Lucas Marquez advised that San Miguel County would be having an Association of Counties event that would be taking place on June 18th and 19th and the County would cover the City with their insurance during the event. Community Development Director Marquez advised that the MOA was reviewed by a City Attorney.

Mayor Romero asked if the fifth whereas could have the following language added, "The City of Las Vegas agrees to provide an event permit for the event which would require all City public safety requirements be met".

Community Development Director Marquez advised that he also had a correction on Article VI to change Interim City Manager to City Manager.

Councilor Montoya asked how many days the event would be.

Community Development Director Marquez advised that they would shut down the area of Railroad and Lincoln Avenue on the evening of June 17th and the event would take place on June 18th and 19th.

Discussion took place regarding stripping of the area on Railroad Avenue.

Councilor Martinez asked if the businesses in the area were notified about the road closure.

Community Development Director Marquez advised yes they had all been notified and there would still be access to those businesses.

Discussion took place regarding public safety in that area during the event and advertising the closure during the event so the public is aware.

Councilor Montoya asked who would be in charge of traffic control.

Community Development Director Marquez advised that the County would be handling that.

Councilor Montoya asked if the County would also be in charge of the signage for road closures.

Community Development Director Marquez advised yes and that the County would be providing everything for the event and the City could be providing the space.

Councilor Montoya asked how late the entertainment/activities would last.

Community Development Director Marquez advised until 10 pm.

Councilor Montoya made a motion to approve a Memorandum of Agreement (MOA) between San Miguel County and the City of Las Vegas with the suggested language. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Marvin Martinez	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

Councilor Martinez made a motion to convene into executive session for the purpose of discussing limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion on removal of Utilities Director. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

Councilor Montoya made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, Discussion on removal of Utilities Director, no other items were discussed and no action was taken. Councilor

Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Marvin Martinez	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION ACTION ITEMS

1. Request removal of Maria Gilvarry as Utilities Director.

Councilor Casey made a motion to remove Maria Gilvarry as Utilities Director. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	Michael L. Montoya	Yes
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Montoya made a motion to adjourn. Councilor Martinez seconded the motion.

Meeting adjourned at 10:20 AM.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS SPECIAL CITY COUNCIL MEETING HELD ON WEDNESDAY, MAY 29, 2024 AT 1:30 P.M. IN THE SAN MIGUEL COUNTY CHAMBERS.

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey **via Google Meet**
Michael L. Montoya
David Ulibarri

ALSO PRESENT: Tim Montgomery, City Manager
Casandra Fresquez, City Clerk
Matias Apodaca, Sergeant at Arms

CALL TO ORDER

Mayor Romero called the meeting to order at 1:30 PM.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Ulibarri asked for a moment of silence for all City employees and the citizens of Las Vegas. Councilor Ulibarri asked to keep the elderly who are sick in their prayers.

APPROVAL OF AGENDA

Councilor Montoya made a motion to approve the agenda as presented. Councilor Ulibarri seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

There was no public input.

APPROVAL OF MINUTES

Councilor Martinez made a motion to approve the minutes from May 8 and May 15, 2024. Councilor Montoya seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Request approval of the City of Las Vegas interim Fiscal Year 2024-2025 operating budget.

Finance Director Morris Madrid thanked Mayor and Council for allowing them to have a Special meeting and City Manager Tim Montgomery for his support. Finance Director Madrid advised that the interim fiscal year 2024-2025 operating budget book was very detailed, thick and not easy to put together. Finance Director Madrid advised that all the hard work came from a cohesive team and thanked Deputy Finance Director Dominic Chavez, General Accountant Anthony Trujillo, General Accountant Darlene Martinez, and Anna Marie Ortega. Finance Director Madrid advised that they lost almost half of their department and they picked up the slack and continued to get things done.

Finance Director Madrid discussed the processes for DFA and the City of Las Vegas and advised that they took a twelve week process and cut it down to five weeks,

two thirds of the management team were not there a year ago and were not previously involved with the budget process and the document was not taken to the Finance Committee. Finance Director Madrid advised that the purpose of the budget allows the Governing Body to set priorities and the management team could execute them. Finance Director Madrid advised that next year they would have a better process and the key will be planning from the Governing Body, the Management team and support from Finance. Finance Director Madrid advised that they had some meetings with the Management team but not enough and two thirds of the budget were flat budgets.

Finance Director Madrid advised that the interim budget needed to be approved and uploaded into the DFA system by June 1st which is stated in State Statute. Finance Director Madrid advised that the final budget is due by July 31st and he expects to see changes in cash balances. Finance Director Madrid discussed the following; summary sheet for beginning and ending cash balances of the entire budget by fund, General fund budget revenues, expenditures and transfers summary, Mayor's budget increased for furniture and travel and City Manager's budget increased for Attorney fees.

City Manager Tim Montgomery advised that the increase was \$40,000 for the forensic audit and \$100,000 for grant consultant.

Finance Director Madrid discussed the following; City Attorney's budget increased from \$20,000 to \$75,000.

City Manager Tim Montgomery advised that the \$55,000 increase was for the Charter Review process.

Finance Director Madrid discussed the following; the Police department budget, Animal Shelter budget, the Fire department budget, Public Facilities budget, General Services budget, Street Improvement Gas Tax, Recreation fund, Street COOP fund, Special Legislation and Appropriations, Capital Improvement fund, Enterprise fund and WasteWater fund.

Councilor Casey commended Finance Director Madrid and advised that he explained the increases and changes in the budget, which answered all the questions she had.

Councilor Martinez asked if they were prepared for any changes to contracts should amounts be increased.

Finance Director Madrid advised that they first find areas within the fund of the department, if that is not an option a budget adjustment is done to increase the appropriated amount within the department. Finance Director Madrid advised that the reserves would have to be in place which requires approval from Council and DFA.

Councilor Martinez asked if it was necessary to have the interim budget presented to the Finance Committee.

Finance Director Madrid advised that it's a good practice to have it reviewed by the Finance Committee.

Councilor Ulibarri thanked Finance Director Madrid and his staff for all the work they've done.

Councilor Montoya thanked the staff in the Finance department and advised that they have exceptional directors and team players. Councilor Montoya thanked Finance Director Madrid and City Manager Montgomery for answering his questions and for adding the \$40,000 for the audit. Councilor Montoya advised that the \$55,000 for the review of the Charter is for legal services and publications and not to pay the Charter Committee. Councilor Montoya discussed money set aside to fix the roof at the Recreation Center. Councilor Montoya advised that there were ten New Mexico Finance Authority loans and suggested that Mayor and Council or the City Manager monitor the loans closely and set a cap of \$10,000-\$100,000. Councilor Montoya advised that they need to reevaluate who

is paying and who is not paying for taking trash to Solid Waste. Councilor Montoya advised that he went through the budget and wished it had gone through the Finance Committee.

Councilor Montoya made a motion to approve the City of Las Vegas interim fiscal year 2024-2025 operating budget. Councilor Casey seconded the motion.

Mayor Romero commended the Finance staff and advised that they are doing the best they can with what they have. Mayor Romero thanked them for continuing to put a budget for each Councilor for their ward and clarified even though it didn't go to the Finance Committee they weren't in violation.

City Manager Montgomery thanked the Finance department and Finance Director Madrid for all their hard work and advised that he felt secure knowing the budget was good.

Councilor Montoya asked about the \$400,000 for Solid Waste.

City Manager Montgomery advised yes, it's for repairs to the building.

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

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION

There was no need for executive session.

ADJOURN

Councilor Martinez made a motion to adjourn. Councilor Montoya seconded the motion.

Meeting adjourned at 2:12 PM.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: June 12, 2024

Date Submitted: 5/31/24

Department: Parks and Recreation

Item/Topic: Presentation by John Spencer with the Tree Board speaking on the Tree Board's effort to seek the production of an Urban Forest Management Plan for the City of Las Vegas at no cost to the City and to ask for Council support.

The State Forestry has received monies associated with the Hermits Peak Calf Canyon fire. They will support the production of a Forest Management Plan for the City of Las Vegas. No City funds are needed for producing the management plan. When completed, it will be presented to Council for their acceptance.

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:


Department Director

Reviewed By:


Finance Director


City Manager

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

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

Continued : _____
Referred To: _____
Denied _____
Other _____



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

Meeting Date: June 12, 2024

Date Submitted: May 24, 2024

Department: Police - Animal Care Center

Item/Topic: Carroll Petrie Grant

The Animal Care Center has been awarded a \$15,000 grant to cover medical expenses for shelter animals.


Fiscal Impact: \$15,000 Grant

Attachments: Grant Agreement and 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:

Reviewed By:


5/23/24

Department Director



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 _____

GRANT AGREEMENT

Grant Number: 2024-11

THIS AGREEMENT, made and entered into as of May 13, 2024, by and between the CITY OF LAS VEGAS ANIMAL CARE CENTER (hereinafter, the “Grantee”), and the CARROLL PETRIE FOUNDATION, organized and existing under the laws of the State of Delaware (hereinafter, the “Foundation”).

W I T N E S S E T H:

WHEREAS, the Foundation wishes to make a grant to the Grantee to assist the Grantee in carrying out its public purposes, as more fully described in the proposal submitted to the Foundation (the “Proposal”) and hereby made a part of this Agreement (hereinafter, the “Project”), and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

- 1. Subject to the terms and conditions hereinafter set forth, the Foundation shall pay to the Grantee the following amount in support of the following purpose: \$15,000 to be used exclusively for veterinary care for animals at the City of Las Vegas Animal Care Center. The grant term shall be July 1, 2024, through June 30, 2025.**
- 2. The Grantee hereby recognizes and acknowledges that the Foundation’s reasonable satisfaction with the work hereby contemplated and the Grantee’s compliance with the terms set forth herein constitute conditions to the Foundation’s obligation to satisfy the amount payable hereunder. In connection therewith, the Grantee agrees to inform the Foundation in a timely manner of changes to key personnel, significant difficulties in making use of the grant funds in accordance with the Proposal, any proposed change to the purposes of the grant, and any inability to expend the grant funds.**
- 3. All amounts paid by the Foundation pursuant to this Agreement shall be expended by the Grantee exclusively in furtherance of public purposes within the meaning of section 170(c)(1) of the Internal Revenue Code of 1986 (the “Code”), as amended.**
- 4. The Grantee may acknowledge the grant made under this Agreement; provided that it has received the express written permission of the Foundation or its designee for any such acknowledgement (including form and content) whether in the Grantee’s institutional literature, press releases, donor lists, annual reports, online information or other published materials and media. In any such acknowledgments, the Foundation would like to be acknowledged as: Carroll Petrie Foundation.**
- 5. The Foundation requests that neither it nor its representatives receive commemorative items or other gifts. It is the Foundation’s preference that resources be devoted to the Grantee’s public purposes.**

6. The Grantee shall provide to the Foundation full and complete annual reports comprising (i) a statement of the expenditures made from the grant funds during the year, and (ii) a narrative description of the use of the grant funds and any progress made in furtherance of the Project and the Grantee's overall goals during the year. Interim reports shall be due on February 1st of each year following the grant award and a final report shall be due on August 1st following the end of the grant term. The Grantee agrees to provide upon request any other report or information the Foundation believes necessary to keep the Foundation fully apprised of the use of the grant funds, including what has been accomplished as a result of the grant made hereunder. The Grantee agrees the Foundation and/or its authorized representatives may monitor and evaluate the Project through discussions with the Grantee's management and/or staff, site visits, and review of the Grantee's records, as determined by the Foundation in its sole discretion.

7. The Grantee is exempt from federal income tax under section 115 of the Code by reason of its status as an instrumentality of the City of Las Vegas. The Foundation's commitment to make any payments hereunder shall terminate upon the loss by the Grantee of the tax status described in this paragraph.

8. This Agreement contains all of the terms and conditions agreed upon by the parties with respect to the grant to be made under this Agreement and supersedes all prior agreements and understandings, whether oral or written, with respect thereto. This Agreement shall not be modified except by written agreement of the parties. If any provision of this Agreement shall be held ineffective or unenforceable, all other provisions of this Agreement shall remain in full force and effect. No failure or delay in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof.

9. This Agreement shall be binding on the parties, their successors and assigns. Neither party may assign this Agreement without the prior written consent of the other party.

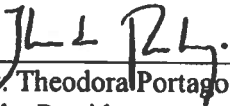
10. This Agreement shall be governed by and construed under the laws of the State of Delaware, without giving effect to conflict-of-laws principles of Delaware law.

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

CITY OF LAS VEGAS ANIMAL CARE CENTER

By: Tim Montgomery
Title: City Manager

CARROLL PETRIE FOUNDATION



By: Theodora Portago
Title: President



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

***Reviewed:**


Tim Montgomery, City Manager

05/23/2024
Date

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

Date Submitted: *May 22, 2024*

Department Submitting: *Police – Animal Care Center* Submitter: *Beatriz Gallegos*

Documents to be reviewed: *Grant Agreement for \$15,000.00 in veterinary care for animals at the City of Las Vegas Animal Care Center.*

Deadline: *June 1, 2024*

Submitter Comments: *Needed to help provided animals at Care Center needed veterinary services.*

Received by CM - Office Mgr/HR: *Stephen F. Aragon* Date: *May 22, 2024*

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

May 23, 2024
Date

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

2


Finance Director

5-24-24
Date

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

3

Tim Montgomery, City Manager

Date

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

**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.*



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

Meeting Date: June 12, 2024

Date Submitted: 5/31/24

Department: Community Dev.

Item/Topic: Cooperative Agreement with New Mexico Tourism Department

Request approval to enter into a Cooperative Agreement with the New Mexico Tourism Department for the purpose of a grant acceptance in the amount of \$200,674.00 which will require a match of \$100,337.00 for a total of \$301,011.00.

Fiscal Impact:

Attachments:

Committee Recommendation:

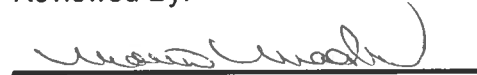
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

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 _____

**STATE OF NEW MEXICO
TOURISM DEPARTMENT
— Cooperative Agreement**

THIS AGREEMENT, numbered **25-418-1003001000-05**, is made and entered into by **State of New Mexico Tourism Department**, hereinafter referred to as the “NMTD,” and **City of Las Vegas**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities; and

WHEREAS, NMTD desires to coordinate this effort through cooperative programs with matching funds for certain tourism-related non-profit organizations, local and tribal governments; and

WHEREAS, Partner wishes to leverage the New Mexico True brand (Brand) with advertising and media-related services provided by NMTD to stimulate tourism activities and is willing to contribute funds to further the Parties’ efforts to that effect;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Meet or exceed the requirements of its FY25 Cooperative Marketing Application to promote travel within and/or to New Mexico through advertising and media efforts as defined in the FY25 Award Summary, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Make all payments in accordance with the requirements listed in *Exhibit A*.
 - 1. Acknowledge that failure to make a timely payment will affect advertising and media efforts as defined in the FY25 Award Summary.
 - 2. In the event Partner fails to make payment within 10 business days of the due date indicated in *Exhibit A*, NMTD may cancel this agreement pursuant to paragraph IV(B).
 - 3. Partner may submit a request to extend a scheduled due date, subject to NMTD approval. Failure to comply with the extension schedule may result in cancellation of this agreement pursuant to paragraph IV(B).
- C. Agree to follow the established New Mexico True Brand Style Guide available via link [here](#).
- D. Obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- E. Collaborate with NMTD, providing timely inputs and responses to communications that ensure successful execution of all initiatives as outlined in *Exhibit A*.

1. Agree to make every effort to maintain effective communications with NMTD for the term of this agreement.
 2. Acknowledge that in the event Partner fails to timely respond within 10 business days of receipt of a communication, NMTD reserves the right to resume, modify, reject, cancel or stop any and all initiatives or works in progress.
- F. Request and obtain prior approval from NMTD for any and all modifications to the initiatives outlined in *Exhibit A*.
1. An amendment to the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change in initiatives.
 2. In the event Partner modifies an initiative without prior approval, NMTD reserves the right to reject, cancel or stop any and all initiatives or works in progress.
- G. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.
- H. In addition to the above obligations, for all Flex funds expended, Partner must also:
1. Acknowledge that it has access to, and agrees to comply with, the FY25 Request for Reimbursement Form via the online grant platform and related cycle documents located at <https://nmtourism.smapply.io>. The online application form and Partner's responses to that form are incorporated herein by reference.
 2. Obtain prior approval utilizing the Asana form linked [here](#) and retain approval identification number to submit with request for reimbursement for all cobranded creative materials, i.e. any printed or digital collateral, advertising, etc. that incorporate any part of the New Mexico True brand logo including the customized "logo lockup" provided by NMTD for Partner's use in conjunction with cooperative marketing initiatives.
 3. Fully and accurately complete and timely submit the Request for Reimbursement Form(s) and the Tracking and Impact Report.
 - i. Requests for payment of expenses incurred between July 1, 2024 and May 31, 2025 must be submitted within 30 days of placement in market. *Expenses incurred before the execution of this agreement will not be eligible for reimbursement.*
 - ii. All requests for payment must be received by June 10, 2025. Incomplete or illegible requests will not be processed.
 - iii. The Tracking and Impact Report must be submitted to NMTD 30 days after the conclusion of the awarded initiative, but no later than July 15, 2025. Failure to do so may result in forfeiture of reimbursement and/or affect Partner's future opportunities.

II. **Obligations of NMTD.**

- A. Provide assets necessary to meet requirements for logo integration.
- B. For all Flex funds expended, NMTD will reimburse Partner for all eligible expenses, in accordance with the amounts listed in *Exhibit A*, upon receipt of a completed Request for Reimbursement Form along with all required supporting documentation.
- C. Upon receipt of MMP Partner funds, NMTD will:

1. Communicate with media vendors and secure ad placement and/or services as agreed upon and set forth in *Exhibit A*.
2. Provide documentation to Partner to verify agreed upon deliverables were made in accordance with *Exhibit A*.
3. Pay media vendors for ad placement and/or services.
4. Collect and share campaign performance measurement data with Partner.

III. Copyright and Quality Control.

- A. For the term of this Agreement, the NMTD grants to the Partner a nonexclusive, nontransferable, worldwide right and license to use the New Mexico True Brand in furtherance of the Partner's promotion and advertising of and within New Mexico, as outlined in *Exhibit A*. This includes but is not limited to the creation and distribution of advertisements defined in the original application submitted and is subject to NMTD creative approval prior to placement. The Partner must cease use of the New Mexico True Brand within 60 days of the agreement's termination.
- B. All Brand usage and creative must be submitted to and approved by NMTD prior to use and must adhere to Brand Style Guide available via link [here](#).
- C. NMTD will exercise its right to inspect Partner's creative assets designed for and used in conjunction with marketing and promotional campaigns that employ Brand logos to ensure that such use is of proper quality and otherwise consistent with this Agreement.
- D. NMTD shall have the right in its sole discretion to approve or disapprove Partner's creative assets designed for use in marketing and promotional campaigns. NMTD may require that additional samples be submitted or Brand logos be removed from creative assets before use.
- E. If Partner fails to obtain prior approval or should NMTD determine Partner's Brand use is inconsistent, such failure shall be deemed a breach of Partner's obligations under this Agreement for the purposes of the termination under Section IV (B) (1).
- F. All materials developed or acquired by the Partner under this Agreement shall become the jointly owned property of the State of New Mexico. Nothing produced, in whole or in part, by the Partner under this Agreement shall be the subject of an application for copyright by or on behalf of Partner. Furthermore, NMTD may access and use Partner's advertising and other creative production assets at its sole discretion.

IV. Additional Terms & Conditions.

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on June 30, 2025.
 1. NMTD may terminate this Agreement if Partner fails to comply with the obligations under this Agreement.
 2. Either party may terminate or seek to further negotiate this Agreement upon thirty (30) days written notice to the other. In the event of termination, neither party may

nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.

3. For the avoidance of doubt, no termination of this Agreement shall relieve Partner of any obligations incurred prior to effective date of such termination including, without limitation, services performed and any prepaid costs.
- C. A “Force Majeure Event” is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including public health emergencies such as COVID-19. If a Force Majeure Event occurs, the parties’ respective obligations hereunder will be excused fully, without any additional obligation, and each of the parties shall bear its own costs incurred in connection with this Agreement.
- D. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- E. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- F. This Agreement is governed by the laws of the State of New Mexico.
- G. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- H. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by electronic mail, facsimile, U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
 Nelida Griego
 491 Old Santa Fe Trail | Santa Fe, NM 87501
 505-795-0108 | nelida.griego@td.nm.gov

To Partner: Lucas Marquez
 City of Las Vegas
 100 Valencia St
 Las Vegas, NM 87701
 lmarquez@lasvegasnm.gov

- I. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Agency Head Designee listed below.

By: _____
Tim Montgomery, City of Las Vegas
PARTNER

Date: _____

Approved for legal sufficiency:

By: _____
Novela Salazar, General Counsel NMTD

Date: _____

By: _____
Rayline Sebay, CPO, ASD NMTD

Date: _____

By: _____
Jennifer Saavedra, Agency Head Designee NMTD

Date: _____

FY25 COOPERATIVE MARKETING PROGRAM

AWARD SUMMARY

Organization Name: City of Las Vegas		<table border="1"> <thead> <tr> <th>Type</th> <th>#</th> <th>Total \$ Value</th> <th>NMTD \$</th> <th>Partner \$ Commitment</th> <th>Partner \$ Due 07/10/24</th> <th>Partner \$ Due 12/02/24</th> </tr> </thead> <tbody> <tr> <td>MMP</td> <td>12</td> <td>\$301,011.00</td> <td>\$200,674.00</td> <td>\$100,337.00</td> <td>\$52,880.00</td> <td>\$47,457.00</td> </tr> <tr> <td>FLEX</td> <td>0</td> <td>\$0.00</td> <td>\$0.00</td> <td>\$0.00</td> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>Total</td> <td>12</td> <td>\$301,011.00</td> <td>\$200,674.00</td> <td>\$100,337.00</td> <td>\$52,880.00</td> <td>\$47,457.00</td> </tr> </tbody> </table>	Type	#	Total \$ Value	NMTD \$	Partner \$ Commitment	Partner \$ Due 07/10/24	Partner \$ Due 12/02/24	MMP	12	\$301,011.00	\$200,674.00	\$100,337.00	\$52,880.00	\$47,457.00	FLEX	0	\$0.00	\$0.00	\$0.00	N/A	N/A	Total	12	\$301,011.00	\$200,674.00	\$100,337.00	\$52,880.00	\$47,457.00
Type	#		Total \$ Value	NMTD \$	Partner \$ Commitment	Partner \$ Due 07/10/24	Partner \$ Due 12/02/24																							
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Total	12	\$301,011.00	\$200,674.00	\$100,337.00	\$52,880.00	\$47,457.00																								
Primary Contact: Lucas Marquez																														
Email: lmarquez@lasvegasnm.gov																														
Phone: 505-454-1401 ext. 1602																														

Type	Initiative	Details #	Total \$ Value	NMTD \$	Partner \$ Commitment	Partner \$ Due 07/10/24	Partner \$ Due 12/02/24	
MEDIA MENU PLAN (MMP) AWARDS								
CONTENT / ORGANIC SOCIAL	Video Production + BONUS Still Photos	Details 1	\$16,269.00	\$10,846.00	\$5,423.00	\$5,423.00	\$0.00	
CONTENT / ORGANIC SOCIAL	Social Starter Package + Crowdsourced Content (12 mo)	Details 1	\$17,514.00	\$11,676.00	\$5,838.00	\$2,919.00	\$2,919.00	
DIGITAL	Managed Search (Minimum 2 Opt-ins)	Details 4	\$48,000.00	\$32,000.00	\$16,000.00	\$8,000.00	\$8,000.00	
DIGITAL	Red Chile PACKAGE (Consideration & Intent): Meta (FB & IG) Static & Video, FB Remarketing, NM Travel Intender Ads, Rich Media, Sponsored Content, YouTube, CTV	Details 1	\$159,900.00	\$106,600.00	\$53,300.00	\$26,650.00	\$26,650.00	
DIGITAL	Facebook Infeed Video Ads (available as add-on to Package ONLY)	Details 1	\$12,000.00	\$8,000.00	\$4,000.00	\$2,000.00	\$2,000.00	
PRINT / DIGITAL	New Mexico True Adventure Guide Print Ad (Full Page)	Details 1	\$12,249.00	\$8,166.00	\$4,083.00	\$2,041.50	\$2,041.50	
PRINT / DIGITAL	New Mexico Magazine Print Display Ads (3X, Full Page) + Digital	Details 1	\$14,820.00	\$9,880.00	\$4,940.00	\$2,470.00	\$2,470.00	
PRINT / DIGITAL	Texas Monthly Print Display Ad (Half Page) + Digital Content & E-Newsletter	Details 1	\$9,579.00	\$6,386.00	\$3,193.00	\$1,596.50	\$1,596.50	
PRINT / DIGITAL	Denver 5280 Magazine Print Display Ads (3X, Half Page) + Digital	Details 1	\$10,680.00	\$7,120.00	\$3,560.00	\$1,780.00	\$1,780.00	



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

Meeting Date: June 12, 2024

Date Submitted: 5/31/2024

Department: Community Development

Item/Topic: Lodgers' Tax Application

Request approval of Lodgers' Tax funding in the amount of \$148,964.71 to City of Las Vegas, Fiestas de Las Vegas to fund the promotion of 41 bands over 4 days, audio & stage, restrooms and television advertising for the July 4th events. The Fiestas de Las Vegas will take place on July 4th through the 7th, 2024 throughout the City of Las Vegas.

Fiscal Impact:

Attachments: Lodgers' Tax Application

Committee Recommendation: The Lodgers' Tax Board is recommending approval of this funding.


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**

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

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



CITY OF LAS VEGAS, NEW MEXICO
REQUEST FOR MARKETING ASSISTANCE

Requests must be received by the Community Development Department
For questions email: szunker@lasvegasnm.gov or (505) 454-1401 ext 1602

PART I: PROJECT INFORMATION

A request for marketing assistance application must be completed and submitted for each individual event or project. Please note if you have previously received financial marketing or monetary assistance from Lodgers tax for your event you may not receive additional funding for the same event. A marketing work group is tasked with evaluating well organized events with strong marketing plans.

Organization Name: City of Las Vegas

Event Name: Fourth of July Fiestas

Event Location: Plaza Park

Event Start Date: July 4, 2024 Event End Date: July 7, 2024

Is this a new event? [] Yes [X] No

If this is a repeat event, how many individuals attended in each of the past three (3) years? 16000. Yearly

What means do/did you utilize to calculate attendance? (Evaluations, ticket sales, estimation, etc.)

GEO Netting

What amount of funding are you requesting? [] \$0 - \$2,5 [] \$2,501 - \$5,000

Please give the exact amount of funding you are requesting. \$ 150,464.71

PART II: PREVIOUS FUNDING REQUESTS

Has your organization previously received Lodgers Tax Funding? [X] Yes [] No

What amount of funding did you receive? Dates/Amounts (past 3 years)? \$40,000.00 - 2023 \$40,000.00 - 2022

PART III: EVENT DETAIL

Define/describe the overall event: (300 words or less - Attach additional sheets if necessary)
 Provide an itemized listing of costs (budget) for your event. Please remember to include the costs associated with safety, location, trash pickup, city staffing, marketing, and overhead, etc. Requests must have specific details and not broad categories. If additional space is needed, please attach additional pages utilizing the same format to this application.

Description	UNIT COST	QUANTITY	TOTAL	Committee Review
Bands		41	\$ 78,950.00	
Sanitation		40	\$ 10,965.00	
Travel for Royalty		4	\$ 3,300.00	
Stage Santa Fe Audio			\$23,881.95	
Emcee			\$ 1,500.00	
KRQE			\$31,867.76	

TOTAL COST OF EVENT \$ 150,464.71

Committee Review Amount

PART IV: EVALUATION INFORMATION

The following information is utilized by the Marketing Work Group to evaluate your proposal and help determine the recommendation for marketing assistance which is paid for under Lodger Tax. Please provide specific information relevant to each question/statement. Attach additional sheets if necessary.

1. Lodgers Tax Impact Information (10 Point Value)

1.1. How does your event create the need for an overnight stay thus creating lodgers tax revenue?

Fiestas de Las Vegas has become a annual reunion for families that originated here, as well as those who have discovered this event that started some 136 years ago.

1.2. How many Las Vegas room nights will be generated? (A room night is a paid night of lodging in an establishment that pays Lodger Tax.)

515+ rooms are rented for this annual event

SECTION A TOTAL POINTS 10 Points Max.	10
Evaluator Use Only	

2. Size and Demographics of Audience Served (10 point value)

2.1. How many individuals are anticipated to attend the event? How did you calculate this number?

16,000+ this number is generated from GEO Netting that was used last year.

2.2. What percentage of attendees will be non-City residents? How many will come from within San Miguel County? Mora County? Santa Fe County? Intra-State? Out of State?

The analytics have determined that the majority of people were from Arizona & Colorado

2.3. What are the anticipated ages of the participants? Please provide estimates of what your audience will be composed of, demographics, psychographics.

Fiestas de las Vegas is a family event as such the ages vary.

SECTION B TOTAL POINTS 10 Points Max.	10
Evaluator Use Only	

3. Quality of Life (10 Point Value)

3.1. Do you provide a program or event that is otherwise absent in the City of Las Vegas?

Fiestas de Las Vegas has become a premier event of the state. It is 136 years old.

3.2. Has this program or something similar been requested by tourists and/or residents? Who made the request and how was the request made?

Fiestas de Las Vegas is a annual event dating back to 1888.

3.3. Does this event occur during a season when Las Vegas typically lacks events (Spring, Winter)

Fiestas is a event in July

SECTION C TOTAL POINTS 10 Points Max.	10
Evaluator Use Only	

4. Financial Information (10 Point Value)

4.1. What is the total budget for this event? (Include marketing costs; please exclude any assistance you may receive.)

4.2. Where are matching funds, sponsorships, and other sources of funding being obtained? Include ALL sources and amounts and specific uses of funds.

SECTION D TOTAL POINTS 10 Points Max.	10
Evaluator Use Only	

5. Marketing Plan (10 Point Value)

5.1. Provide specific details on where and how you plan to market and advertise the event.

5.2. If provided with marketing design assistance, what is your intent to supplement what is provided?

5.3. What percentage of advertising will reach an audience outside a 65 mile radius of Las Vegas?

SECTION E TOTAL POINTS 10 Points Max.	10
Evaluator Use Only	

6. Documentation (10 Point Value)

6.1. Have Lodger Tax rules been followed and all requested documents provided? Yes

6.2. Will anyone within your organization, a spouse of anyone within your organization, a child, parent, brother or sister of anyone within your organization receive monetary compensation from any aspect of this event? Who? For what purpose?

NO

SECTION F TOTAL POINTS 10 Points Max.	10
Evaluator Use Only	

7. Other (10 Point Value)

7.1. Please provide any other financial impact to the City of Las Vegas this project or event will create. Be specific and indicate how it was calculated.

SECTION G TOTAL POINTS 10 Points Max.	10
Evaluator Use Only	

PART V: ASSURANCES AND CERTIFICATIONS

I CERTIFY THAT I AM AUTHORIZED TO ACT ON BEHALF OF THE ORGANIZATION MAKING THIS APPLICATION AND THAT THE STATEMENTS HEREIN ARE COMPLETE AND ACCURATE TO THE VEST OF MY KNOWLEDGE. IF FUNDED, WE WILL KEEP A CLEAR AND ACCURATE ACCOUNTING OF HOW FUNDS WERE UTILIZED. REQUESTS WILL FOLLOW CITY POLICY. WE UNDERSTAND THAT SHOULD WE BE PROVIDED WITH MARKETING ASSISTANCE AND THE EVENT IS CANCELLED, WE WILL BE OBLIGATED TO PAY FOR THE COST OF ANY AND ALL COSTS ASSOCIATED WITH THE DESIGN AND PLACEMENT OF ADS. WE UNDERSTAND THAT THE CITY MAY EVALUATE THE USE OF FUNDS AS REQUIRED AND APPROVED BY THE CITY OF LAS VEGAS AND WE WILL DELIVER A REPORT ON EACH EVENT WITHIN THIRTY (30) DAYS TO THE CITY.

PRINTED NAME: Charles R. Griego

TITLE: Event Planner/Film Liasison

SIGNATURE: 

DATE: May 20, 2024

CITY USE ONLY

RECEIVED BY: _____ DATE: _____

	9:45PM-11:00PM	Robbie Jude	\$ 2,000.00
7/6/2024	FIESTAS	Traditional	
	9:00AM-10:00AM	Parade	
	11:00AM-11:45AM	Los Malcriados	\$ 1,000.00
	12:00PM-12:45PM	Candace Vargas	\$ 1,000.00
	1:00PM-1:45PM	Kenny Medina	\$ 1,200.00
	2:00PM-3:15PM	Jimmy Rael & Country Latin	\$ 1,500.00
	3:30PM-4:15PM	Dynette Marie Y Calor	\$ 3,000.00
	4:30PM-6:00PM	Cuarenta Cinco	\$ 3,000.00
	6:15PM-7:00PM	Black Pearl	\$ 1,200.00
	7:15PM-8:00PM	Fire Ball	\$ 1,500.00
	8:15PM-9:30PM	Dickie Cordova	\$ 1,500.00
	9:45PM-11:00PM	Gonzalo	\$ 3,000.00
7/7/2024	FIESTAS	Traditional	\$ -
	12:00PM-12:45PM	Los Tropicales	\$ 1,500.00
	1:00PM-1:45PM	Roberto Griego	\$ 3,000.00
	2:00PM-2:45PM	Tequilla Rain	\$ 1,000.00
	3:00PM-4:00PM	Luisa G	\$ 1,000.00
	4:15PM-5:30PM	Los Pachecos de la Sierra	\$ 1,500.00
	5:45PM-6:30PM	Mikey Cruz	\$ 2,500.00
	6:45PM-8:00PM	Abe Garcia	\$ 1,000.00
	8:15PM-9:30PM	John Fernandez	\$ 2,000.00
	FIESTAS	END	
7/12/2024	5:30PM-8:30PM	Pauls Alibi	\$ 550.00
7/19/2024	5:30PM-8:30PM	Amistad	\$ 550.00
7/26/2024	5:30PM-8:30PM	Jonathon Chavez	\$ 550.00
8/2/2024	5:30PM-8:30PM	Brenda Ortega	\$ 550.00
8/9/2024	5:30PM-8:30PM	Luisa G	\$ 550.00
8/16/2024	5:30PM-8:30PM	Los Tropicales	\$ 550.00
8/23/2024	5:30PM-8:30PM	Sangre Joven	\$ 550.00
8/30/2024	5:30PM-8:30PM	Daniel Solis	\$ 550.00
9/6/2024	5:30PM-8:30PM	Wild Country	\$ 550.00
9/13/2024	5:30PM-8:30PM	Asteroids	\$ 550.00
9/20/2024	5:30PM-8:30PM	Los Malcriados	\$ 550.00
9/27/2024	5:30PM-8:30PM	Leo Maes	\$ 550.00
	Taos Fiesta		
	Santa Fe Fiesta		\$ 3,300.00
	Espanola		
	State Fair		
	Santa Fe Audio	Miguel Castillo	\$ 23,881.95
	Reubens Septic	Reubens Septic	\$ 10,965.00
	Master of Ceremony	Luis Hernandez	\$ 1,500.00
	KRQE	<i>Fiesta Music for Paul</i>	\$ 31,867.76

2024

DATE	TIME	BAND	COST
5/3/2024	5:30PM-8:30PM	Candace Vargas	\$ 550.00
5/10/2024	5:30PM-8:30PM	Los Malcriados	\$ 550.00
5/17/2024	5:30PM-8:30PM	Johnsen Brothers	\$ 550.00
5/24/2024	5:30PM-8:30PM	Los Tropicales	\$ 550.00
5/31/2024	5:30PM-8:30PM	Pauls Alibi	\$ 550.00
6/7/2024	5:30PM-8:30PM	Sangre Joven	\$ 550.00
6/14/2024	5:30PM-8:30PM	Una Mas y la Cha Cha	\$ 550.00
6/21/2024	5:30PM-8:30PM	Fire Ball	\$ 550.00
6/28/2024	6:00PM-7:00PM	Jimmy Rael & Country Latin	\$ 550.00
7/4/2024	FIESTAS	Mariachi Extraveganza	
	6:00AM-9:00AM	5k Fairground to Plaza Park	
	6:00AM-9:00AM	10k Skating Pond parking lot to Plaza	
	10:00AM-11:00AM	Mayor Romero Welcome/Vet/Welcome visiting royalty	
	12:15PM-1:00PM	El Veterano	\$ 1,500.00
	1:00PM-1:45PM	SimpaticoX	\$ 1,500.00
	2:00PM-2:45PM	Mariachi Calor	\$ 1,200.00
	3:00PM-3:45PM	Reynaldo Maestas	\$ 2,000.00
	4:00PM-4:45PM	The Blue Ventures	\$ 4,400.00
	5:00PM-5:45PM	Mariachi Xochitil	\$ 400.00
	6:00PM-6:45PM	Mariachi Diferencia	\$ 1,500.00
	7:00PM-7:45PM	Mariachi Euforia	\$ 1,500.00
	8:00PM-8:45PM	Ane Romero	\$ 1,200.00
	9:00PM-9:45PM	Tim Martinez & Mariachi Xochitil	\$ 1,200.00
	10:00PM-10:45PM	Daniel Solis y Mariachi	\$ 2,000.00
7/5/2024	FIESTAS	Traditional	
	9:00AM-10:00AM	Parade	
	10:00AM-11:00AM	Mariachi Paisano Mass	\$ 600.00
	11:00AM-11:30AM	Entrega de la Reina	
	11:45PM-12:00PM	Coronation Mass/Procession/Entrega/Gran Marcha/Dance till 11:00PM	\$ 600.00
	11:00AM-11:45AM	Gabriel Serna Jr.	\$ 400.00
	11:45AM-12:00AM	Gabriela Tafoya	\$ 500.00
	12:00PM-12:45PM	Brenda Ortega	\$ 1,000.00
	1:00PM-1:45PM	Amistad	\$ 1,000.00
	2:00PM-2:45PM	Chris Arellano	\$ 1,500.00
	3:00PM-4:00PM	Jonathon Chavez	\$ 1,000.00
	4:15PM-5:15PM	Sangre Joven	\$ 2,000.00
	5:30PM-7:00PM	Royalty Dinner	
	5:30PM-6:15PM	Nathanial Krantz	\$ 2,500.00
	6:30PM-7:15PM	Carlos Medina	\$ 1,500.00
	7:30PM-8:15PM	Wild Country	\$ 1,500.00
DATE	TIME	BAND	COST
	8:30PM-9:30PM	Severo Y Grupo Fuego	\$ 1,500.00

TOTAL			\$ 150,464.71



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

Meeting Date: June 12, 2024

Date Submitted: 5/31/24

Department: Community Dev.

Item/Topic: Request approval for the use and lease of City property to house a manufactured home for American Medical Response Ambulance Services(AMR) as per Contract with AMR and San Miguel County for Emergency Medical Services

As part of the contract between The City of Las Vegas, The County of San Miguel and American Medical Response Ambulance Services (AMR), the City is responsible to find a piece of City property on which a Manufactured home purchased by San Miguel County will be placed to serve as headquarters for AMR

Fiscal Impact:

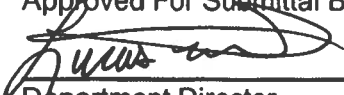
Attachments: 1. Staff Findings (2 pages) 2.Contract for Emergency Ambulance Services (28 pages) 3. Property information (14 pages)

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:

Reviewed By:



Department Director

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 _____

**Lease of Real Property
between
San Miguel County
and
City of Las Vegas**

This Lease Agreement between the City of Las Vegas ('Lessor'), a political subdivision of the State of New Mexico, and San Miguel County ('Lessee'), also a political subdivision of the State of New Mexico, is made and entered into this _____ day of June, 2024, by and between the City and County. The parties may be referred to herein collectively as "the parties" and singularly as a "party".

RECITALS

WHEREAS, the City and County collectively provide ambulance service to the surrounding areas of Las Vegas and San Miguel County; and,

WHEREAS, this ambulance service is expected to be responsive 24 hours per day, 7 days per week and 365 days per year, without exception; and,

WHEREAS, ambulance crews require a 'base station', complete with living quarters and parking; and,

WHEREAS, the City and County hereby agree to partner on completing the development of the 'base station'; and,

WHEREAS, the County agrees to purchase a mobile home, develop the ground, set the home and connect utilities; and,

WHEREAS, the City agrees to provide the property for the development; and,

WHEREAS, both parties have identified a property that will best serve the needs of the public by providing appropriate and central accessibility for 911 capabilities; and,

WHEREAS, the property is identified as the west half of the property at Mills and 1st Street in Las Vegas, New Mexico, further described as 1.504 acres more or less, within the Las Vegas Land Grant, in the City of Las Vegas, San Miguel County, New Mexico, and located at the southeast corner of the intersection of First Street and Mills Avenue and being a portion of the 194.233 acre tract as described in Tax Deed No. 1800 recorded in Tax Deed Book 133, page 321 in the office of the San Miguel County Clerk, and deeded by the New Mexico State Tax Commission to the City of Las Vegas, New Mexico on a Quitclaim deed recorded February 20, 1941 in Book 135, pages 268 and 269 in the office of the San Miguel County Clerk. Complete description is labeled as 'Exhibit A', and is made part of this agreement as Page 2 of a Warranty Deed, recorded as Instrument #201204161 in the office of the San Miguel County Clerk;

NOW, THEREFORE, in consideration of the recitals and obligations of the parties as expressed herein, both San Miguel County and the City of Las Vegas hereby agree as follows:

ARTICLE I

- A. This lease shall be in effect for 20 years, beginning upon the execution date of this lease.
- B. The parties agree that the development shall be used as an EMS Base Station, regardless of who the EMS Provider is or shall be for the duration of this Agreement.
- C. County shall not sublease all or any part of the Premises, or assign this Agreement in whole or in part without City's consent, and such consent not to be unreasonably withheld or delayed.
- D. The County shall assume responsibility of developing property and contracting services to have mobile home permitted, set, utilities connected and inspections completed.
- E. The County shall work with the City on development permits and approvals of site development.
- F. The County agrees to provide routine maintenance to the property, if and when necessary.
- G. Both parties agree to add the development to their property insurance inventory.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties and shall terminate 20 years after date of final execution. Agreement may be terminated upon one hundred eighty (180) day written notice by either party.

ARTICLE III

Changes to the Agreement: The Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE IV

Lease Payments. In lieu of lease payments, County shall pay all utilities as outlined in this agreement as well as pay all repair and maintenance cost to maintain the premises in good and safe condition, structurally sound and of safe design, and in compliance with all applicable building codes, ordinances, rules and regulations.

ARTICLE V

The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not intended to confer third-party beneficiary rights upon any other person.

ARTICLE VI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices shall be sent to the following:

San Miguel County
Joy Ansley, County Manager
500 National Ave. Ste. 201
Las Vegas, New Mexico 87701
(505) 425-9333
jansley@co.sanmiguel.nm.us

City of Las Vegas
Tim Montgomery, City Manager
1700 N. Grand Ave.
Las Vegas, NM 87701
505-454-1401
tmontgomery@lasvegasnm.gov

ARTICLE VII

New Mexico Tort Claims Act. By entering into this Lease Agreement, neither party shall be responsible for liability incurred as a result of the other party's act 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, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The Agency and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision of this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE VIII

Third Party Beneficiary Clause. This Lease Agreement is not intended by any of the provisions of any part of the 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 for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.

SAN MIGUEL COUNTY

Joy Ansley, County Manager

Approved as to legal sufficiency:

H. Chico Gallegos
San Miguel County Attorney

ATTEST:

Louanna G. Ortega
San Miguel County Clerk

CITY OF LAS VEGAS

Tim Montgomery, City Manager

Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:



City of Las Vegas Attorney



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

***Reviewed:**

Tim Montgomery by MJA
Tim Montgomery, City Manager

6.4.2024
Date

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

Date Submitted: 6/4/2024

Department Submitting: Fire Department

Submitter: Chief Steve Spann

Documents to be reviewed: Lease of Real Property between San Miguel County & City of Las Vegas

Deadline: ASAP

Submitter Comments: If you can, please submit no later than Thursday morning. If you can return by tomorrow, would be great. Thank You.

Received by CM - Office Mgr/HR: MJA

Date: 6/4/2024

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

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

Changes:

Date: _____

1

[Signature]
Attorney Review

06/05/2024
Date

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

2

[Signature]
Finance Director

6-5-2024
Date

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

3

[Signature]
Tim Montgomery, City Manager

06/05/2024
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.*

STAFF FINDING REPORT

The City of Las Vegas acquired the property next to Keys Park in 2012 from Eloy and Frances Aragon it is zoned as a C-3 (General Commercial Zone) and is a of total 1.5 acres, This property is not in a flood zone, The proposed area is a total 0.85 acres and is the westerly portion of the property that will house the manufactured home





Megas Utilities
Service Dept

1331

1313

133



Ex 2

Agreement / Contract

No. 3983-23

City of Las Vegas

Date

**CONTRACT FOR EMERGENCY
AMBULANCE SERVICES**

This Contract made and entered into this 14 day of July, 2023, by and between the County of San Miguel and the City of Las Vegas New Mexico, hereinafter referred to as ("The Agencies") with American Medical Response Ambulance Service, Inc. ("AMR"), hereinafter referred to as "Provider." The parties here determine that the Provider has the expertise to provide the services stipulated under Article 1, "Services to be provided" and incorporated Attachments, "Attachment A" Scope of Work, and "Attachment B" HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

Agencies understand that this Agreement is conditioned upon the New Mexico Public Regulation Commission's ("PRC") approval of a Certificate of Necessity ("CON") for Provider for San Miguel County and the City of Las Vegas, New Mexico. In the event the PRC does not grant Provider a CON over the Agencies, this Agreement shall be null and void. The agencies agree to reasonably support Provider's application to amend its authority in support thereof. Notwithstanding anything to the contrary, the services performed under this Agreement shall not commence unless and until Provider has regulatory authority to proceed.

ARTICLE 1. SERVICES TO BE PROVIDED:

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

1. REQUIRED MEETINGS

Attend quarterly meetings as scheduled by the Agencies to discuss any and all issues which have occurred during the response quarter. In order to facilitate collaboration, attendance at quarterly meetings is mandatory. The Agencies may schedule additional meetings as deemed necessary.

2. RECORDS RETENTION

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

3. HIPAA COMPLIANCE

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

4. ACTIVITY REPORTS

Submit quarterly activity reports, including demographic data, incident reports and an annual audit report on call volume, to the Agencies during the quarterly meetings. The Agencies may require additional information as deemed necessary and agreeable by the parties, including an income statement that substantially conforms to the form in Exhibit E for 911 and inter-facility transports, as well as numbers of 911 calls and inter-facility transports.

5. MONITORING

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

6. COMPLIANCE

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

7. EXCLUSIVE OPERATING AREA

Agencies hereby grant Provider the exclusive right to provide the services within the County of San Miguel and the City of Las Vegas, excluding the Conchas area which will be serviced by the County (the “Service Area”). Agencies shall require City PSAP, DPS PSAP and the Santa Fe Regional Communication Center to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area (“Communications Centers”) to direct such calls to Provider in accordance with the dispatch protocols agreed upon by Provider and Agencies (“Dispatch Protocols”). Agencies shall not permit any other provider of ambulance services to respond to medical calls within the Service Area requiring emergency dispatch, as defined in 42 CFR Section 414.605 and/or in the Dispatch Protocols (“Emergency Calls”), regardless of whether such calls are placed through the 911 system or to a seven digit number. Agencies shall

require that all such Emergency Calls, including those received on seven-digit numbers, be routed to Provider as provided in the Dispatch Protocols. This section shall further extend to non-emergent inter-facility transports within the Service Area.

The Agencies understand that the Provider should be available for Mutual Aid with certain areas, such as Conchas (which is San Miguel County), Mora or Eastern Santa Fe County. Mutual Aid, in the Agencies' opinion, is for 'life or limb' intercepts, when a higher level of care is required to provide the best possible chance of survival and recovery for the patient. Mutual Aid shouldn't be abused by these areas for reasons of convenience.

ARTICLE 2. PERIOD OF PERFORMANCE:

The period of performance of this Contract shall be from the date Ambulance Services begins service with the intent to continue for two (2) years, with the possibility of renewal for an additional two (2) years, after a performance evaluation, for a total of four (4) years, in accordance with the State of New Mexico procurement requirements and contingent on funding for the term of this contract.

ARTICLE 3. PLACE OF PERFORMANCE:

The Provider shall perform the required services in the City of Las Vegas and throughout San Miguel County or any other location(s) approved by the Agencies.

The Provider shall actively take measures to become knowledgeable with Agencies street names and locations along with county addressing in the incorporated municipalities of Las Vegas and Pecos, as well as surrounding areas, including but not limited to New Mexico State Highway 3, Tecolote, Tecolotito, Pandaries, Sapello, Trementina and all regions within the boundaries of San Miguel County. **As part of the subsidy, the County of San Miguel shall provide an ambulance station and two ambulances in the western part of San Miguel County, as well as property to house an ambulance station and AMR owned ambulances in the Las Vegas area to house Provider's ambulances and personnel for the duration of this Agreement.**

ARTICLE 4. REQUIRED NUMBER OF AMBULANCE UNITS:

The Provider must maintain an adequate response plan for the City of Las Vegas and County of San Miguel. It should consist of a minimum daily staffing level of four (4) dedicated ambulances for the indicated response areas at all times and one (1) EMT-Paramedic Shift Supervisor, not assigned to an ambulance unit. Three of the units are to be stationed in the Las Vegas area with the fourth unit stationed in the western portion of the County within five (5) miles of Pecos in a County owned building. All four units will be full twenty four hour units. At least one of these ambulance units in each response area shall have 4x4 driving capabilities. The Provider agrees to staff the third (3rd) Las Vegas ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and nonemergency/inter-facility transports. All ambulances shall be staffed in accordance with New Mexico regulations; however, Provider shall ensure each ambulance is staffed at a minimum with either one (1) licensed EMT-Intermediate or one (1) EMT-Paramedic and one (1) licensed New Mexico EMT-Basic. Only one (1) of the Las Vegas trucks shall be staffed with an EMT-

Intermediate per shift; the other two (2) shall be staffed with an EMT-Paramedic, unless otherwise agreed to by the parties based on unforeseen circumstances.

The Agencies understand that the PRC has granted a waiver (Case No.21-00296-TR-M) to allow one (1) licensed provider on an ambulance and in the patient compartment, which would allow the other provider to be unlicensed. The Agencies acknowledge the challenges of staffing licensed personnel, and are amenable to an unlicensed provider only when licensed providers are not available to keep an ambulance in service, and only as a member of a crew with an EMT-Paramedic. The unlicensed provider must be enrolled in an EMT-Basic class and have signed an agreement to become NM State licensed within a year of date of hire. If at any time the PRC revokes this waiver, the Agencies will no longer allow this staffing arrangement.

The Agencies shall be sent copies of monthly schedules, including staffing and licensure levels, per ambulance. In addition, the Provider shall advise the City of Las Vegas PD Dispatch as well as NMSP Dispatch which units are in service and what the staffing levels are, daily. This shall be done each morning, after shift change.

A procedure for non-emergency, non-911 responses (inter-facility transports, in-town transfers and airport transfers) shall be established that will not interfere with the emergency staffing levels. The Agencies and Provider shall develop this procedure jointly, and share with the local hospital. Non-emergency response requests should be answered by providers dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so as not to deplete emergency services in San Miguel County, stable non-emergency transports that are leaving from the City of Las Vegas to other points and places outside of the County, should be strategically intercepted by other units when available. For non-emergency transportation services within San Miguel County, local available ambulances will conduct such transports, provided that units are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

In cases when a non-emergency transport is needed for patients to points outside of San Miguel County, the provider shall assign a unit to perform this task so long as there are at least two ambulances available in the system. Additionally, if the transport is deemed an emergency to another facility outside the County, the Provider, when necessary, shall dispatch a local ambulance who will intercept with another unit in order to minimize the San Miguel Emergency System.

The three (3) ambulance units in the Las Vegas area shall be responsible for response in the following areas: City of Las Vegas, northern San Miguel County, Eastern San Miguel County to Corazon Hill on NM State Highway 104, Southern San Miguel County, and Western San Miguel County to NM State Highway 3. The one (1) ambulance unit in the Pecos area shall be responsible for response in Western San Miguel County, including the communities on NM State Highway 3 and the Village of Pecos. In times of response overload, ambulance units can and should overlap response areas, as per required need. Attachment D shall be a color-coded map identifying coverage.

Should any or all of the four (4) Ambulance units available for service within response area become unserviceable; the Provider agrees to replace the unit(s) with a fully equipped and operational unit(s) within two (2) hours of unserviceability.

All ambulances used to provide shall be licensed and equipped with all supplies and equipment required by State law and by Agencies policies and procedures agreed upon by Provider and shall be maintained in good working order in accordance with Provider's maintenance policies and procedures.

ARTICLE 5. COST AND PAYMENT:

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

- Twelve (12) equal monthly installments per calendar year
- Contract amount: \$1,400,000 (One million, four hundred thousand dollars), excluding Gross Receipts Tax, per calendar year. Provider may annually request an increase to the Agencies of the greater of (i) 3% or (ii) the percentage increase in the Medical CPI during the most recent 12 month period for which published figures are available from the U.S. Department of Labor. "Medical CPI" as used above shall mean the medical care consumer price index (consisting of medical care commodities and medical care services) for national All Urban Consumers (CPI-U), or the most comparable successor index if such index is discontinued.
- Gross Receipts Tax shall be in addition to any subsidy and shall separately invoiced monthly by AMR and payable within 30 days of receipt of invoice.

The Provider shall agree to provide courtesy care to County and City first responders who are "on-duty" while working on an incident. Courtesy care may include but not be limited to evaluation, oxygen or rehab services. The Agencies agree that the Provider should pursue payment from insurance, Worker's Comp (if applicable), or VFIS (if applicable) if expenses are incurred during courtesy care, but agrees not to pursue payment of the balance by the individual assisting with the incident in partial consideration for the Agency subsidy.

The Provider also agrees to provide transport of San Miguel County Detention Center inmates in emergent situations to the nearest appropriate hospital. If the inmate has insurance, the Provider shall bill the insurance. If the inmate doesn't have insurance, the Provider agrees to bill the Agencies at the greater of the Medicaid rate, or 35% of the standard charges, in partial consideration for the Agency subsidy.

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

FOR THE AGENCIES:

San Miguel County
Joy Ansley, County Manager
500 W. National, Ste. 201
Las Vegas, NM 87701
505-425-9333
jansley@co.sanmiguel.nm.us

FOR THE PROVIDER:

AMR
Joaquin Graham, Regional Director
3201 University Blvd. SE, Ste. 105
Albuquerque, NM 87106
575-640-6521
Joaquin.Graham@amr.net

City of Las Vegas
Leo Maestas, City Manager
1700 N. Grand Ave.
Las Vegas, NM 87701
505-454-1401
lmaestas@lasvegasnm.gov

ARTICLE 7. ASSIGNMENT OF CLAIMS:

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

ARTICLE 8. HOLD HARMLESS:

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

To the extent allowable under law, including the Anti-Donation Clause, Article IX, Section 14 of the State of New Mexico Constitution, Agencies shall indemnify, defend and hold Provider, and its employees and agents harmless against any claims, liability, losses or damages (collectively “Claims”), incurred by the Provider which arise from any breach of this Agreement or any negligent, intentional or other tortious act or failure to act of the Agencies related to the performance of this Agreement. This provision shall survive the termination of this Agreement. The Provider agrees to promptly notify the Agencies of any Claim against it which it expects to give rise to a duty of indemnity by the Agencies.

ARTICLE 9. INSURANCE:

For the duration of the Contract and until all work specified in the Contract is completed, the Provider shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated herein, and as required by the Public Regulation Commission of New Mexico. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance (and/or Endorsement) , signed by the insurance agent for the Provider and returned to the Agencies, which Certificate or Endorsement shall include evidence of the right of the Agencies to notice of non-payment or and notice of cancellation, with this signed Contact. If for any reason, any cancellation or non-renewal occurs in the

insurance coverage during the course of the Contract, Provider shall give City thirty (30) days written notice of such change.

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

a. All insurance required is in effect.

b. The Agencies are an additional insured on the Provider's general liability policy, if required, with respect to activities under the Contract and shall include evidence of the right to notice of non-payment or and notice of cancellation to the each of the Agencies.

c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

d. For auto and general liability policies only, the insurance afforded therein shall be primary insurance and any insurance or self-insurance of the Agencies shall be excess and not contributor insurance.

e. Waiver of subrogation on workers compensation in favor of the Agencies.

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

ARTICLE 10. RESPONSE TIME:

The Provider will use best efforts to respond within 7 minutes, 90% of the time. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more units are committed to the same standby at any time. For purposes of determining response times, an exemption shall be granted when the Agencies Management Team determines that a response time failure was substantially caused by one of the following circumstances:

- Incorrect or inaccurate dispatch information;
- Material change in dispatch location;
- Disrupted voice or radio transmissions not caused by the Provider's error, negligence, or inadequate maintenance;
- Scheduled or unscheduled CAD failure;
- Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)

- Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
- Periods of unusual system overload, defined as:
 - greater than two simultaneous or overlapping emergency / urgent responses within the City/County; or
 - greater than four simultaneous or overlapping emergency / urgent responses within the City/County and mutual aid areas; or
 - Two responses dispatched within ten (10) minutes of one another
 - Severe weather conditions which impair visibility or create significant unsafe driving conditions;
 - Organized labor actions outside of the Provider's organization which intentionally delay response times or impair service delivery capabilities;
 - Delays caused by a facility being unable to receive a patient; or
 - A reasonable decision by the Provider representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advice by a public safety official;
 - Any delay caused by unusual circumstances that the Provider can reasonably document, which will be reviewed by the Agencies Management Team on a case by case basis and accepted or rejected by the City & County Manager following a recommendation from the Management Team.

Response Times:

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

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

Reporting and Calculating Response Compliance:

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

reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

Penalties: No penalties shall be imposed as a result of any failure by Provider to meet the performance standards herein.

COMPLIANCE STANDARDS:

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

ARTICLE 11. TERMINATION OF CONTRACT.

The initial contract of FY 2023/2024, based on this Contract can be extended for two (2) two (2) year periods upon approval of the Agencies and Provider. The Agencies may refuse to review or extend the contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of contract termination, the Provider shall be reimbursed for completed work that is approved by both the Agencies. In no event shall the dollar amount exceed the amount of the Contract. The Agencies are responsible for payment to Provider for any and all services actually rendered by Provider under this Contract. Provider may terminate this Agreement with or without cause on two hundred seventy (270) days written notice to Agencies.

ARTICLE 12. NO AUTHORITY TO BIND AGENCIES.

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

ARTICLE 13. CONFLICT OF INTEREST.

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

ARTICLE 14. INDEPENDENT CONTRACTOR.

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

ARTICLE 15. PROCUREMENT CODE:

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

ARTICLE 16. AMENDMENTS:

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

ARTICLE 17. SOVEREIGN IMMUNITY:

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

ARTICLE 18. WAIVER:

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

ARTICLE 19. MERGER OR PRIOR AGREEMENTS:

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

ARTICLE 20. PARAGRAPH HEADINGS:

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

ARTICLE 21. THIRD PARTY BENEFICIARY:

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

ARTICLE 22. PERSONAL LIABILITY:

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

ARTICLE 23. GOVERNING LAW:

This Contract shall be construed in agreement with the laws of the State of New Mexico with venue set in 4th Judicial District Court, New Mexico. The Provider shall also comply with all applicable federal and local laws, ordinances, and the rules and regulations of the Agencies. Arbitration will not be used in case of disputes. Mediation is encouraged before litigation.

ARTICLE 24. BINDING EFFECT OF AGREEMENT:

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

ARTICLE 25. SEVERABILITY:

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

ARTICLE 26. NON-APPROPRIATION:

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

ARTICLE 27. SUBCONTRACTING:

Provider may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by Provider to insure adequate coverage throughout the Service Area. (All such

mutual aid agreements and subcontracts shall be subject to Agencies' written approval; which approval shall not be unreasonably withheld.) All subcontractors ("Subcontractors") shall meet the applicable requirements of this Agreement.

ARTICLE 28. NOTICE TO PROCEED:

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

ARTICLE 29. DUPLICATE ORIGINALS:

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

ARTICLE 30. COMPLIANCE WITH GOVERNING LAW:

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

ARTICLE 31. CUSTOMER SERVICE STANDARDS:

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

ARTICLE 32. AGENCIES FIRST RESPONDER OBLIGATIONS

In performing First Responder Services, Agencies shall comply with the following requirements: Agencies shall require its fire service first responder medical personnel ("First Responder Personnel") to work collaboratively with Provider Personnel. In the event First Responder Personnel arrive at an

incident scene prior to Provider, event First Responder Personnel shall assume temporary medical control of the scene until Provider's arrival, at which point Provider shall assume medical control unless on scene event First Responder Personnel hold a higher licensure or certification than on scene Provider Personnel.

Provider shall be entitled to include, in its charges to patients and third-party payers, charges for services performed or supplies utilized by event First Responder Personnel.

In consideration of the foregoing, Provider shall, without charge, restock the disposable medical supplies agreed upon by the parties when utilized by Agency personnel in treating patients transported by Provider.

Agencies shall assure and certify in writing to Provider prior to the effective date hereof, and on an annual basis thereafter, in a format acceptable to Provider, that none of its First Responder Personnel providing patient care are "Ineligible Persons". Ineligible Persons shall include any individual who: (1) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (2) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320aies-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Agency shall ensure that all First Responder Personnel are not Ineligible Persons, by implementing the following screening requirements:

Agencies shall screen such persons against the Exclusion Lists within thirty days of the effective date hereof and annually thereafter.

As part of the hiring process for any new First Responder Personnel hired after the effective date hereof, Agencies shall require such persons to disclose whether they are an Ineligible Person and shall screen them against the Exclusion Lists.

Agencies shall implement a policy requiring all first responder personnel to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

"Exclusion Lists" include: (i) the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://oig.hhs.gov>); and (ii) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.amnet.gov>).

Agencies shall cooperate with Provider in performing quality improvement activities in accordance with policies and procedures agreed upon by the parties.

ARTICLE 33.

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

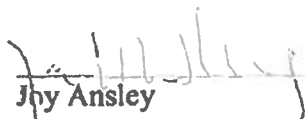
ARTICLE 34.

This Contract including all attachments was approved in open public session by the Governing Body of the San Miguel County Commission on June 16, 2023 and the City of Las Vegas City Council on July 12, 2023 when both public entities authorized their County & City Manager to execute the Contract.

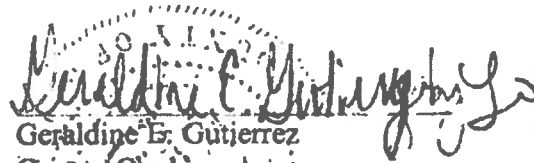
Effective Date: _____

SAN MIGUEL COUNTY

CITY OF LAS VEGAS


Jhy Ansley
County Manager
San Miguel County


Leo J. Maestas
City Manager
City of Las Vegas


Geraldine E. Gutierrez
County Clerk
San Miguel County


Casandra Fresquez
City Clerk
City of Las Vegas


Approved as to Form & Legal Sufficiency


H. Chico Gallegos
San Miguel County Attorney

DocuSigned by:

Randall Van Vleck
City of Las Vegas Attorney

American Medical Response Ambulance Service, Inc.

DocuSigned by:

40187981377747D...
Glenn Kasprzyk
Regional President

ATTACHMENT A

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICES SCOPE OF SERVICES

STATEMENT OF NEED AND OVERVIEW OF PROVIDER MISSION

American Medical Response Ambulance services provides advanced life support (ALS) services (EMT-Paramedic or EMT-Intermediate level) emergency medical services and non-emergency transport to the residents of contracted entities. When staffing ambulances, only one (1) EMT-Intermediate ambulance shall be in operation in each area, the others must be EMT-Paramedic ambulances.

INCORPORATED AS ITS SCOPE OF WORK, PROVIDER SHALL:

1. GENERAL AGREEMENTS: Provider shall:

1.1. Provide for effective and efficient medical transport and related services for the residents of the City of Las Vegas and County of San Miguel.

1.2. Comply with stipulations and agreements embodied in RFP #2023-001, the Provider's proposal to RFP #2023-001 which are incorporated by reference in their entirety and made part of this Contract.

1.3. Provide emergency and non-emergency non-ambulatory medical transport services and related EMS care within the specified area, and shall coordinate the provision of services with other medical and emergency provider within San Miguel County.

1.4. Notify the Agencies six (6) months in advance of the end of the existing Contract period of its intent to exercise its right to refuse to continue the Contract and provide documentation of financial inability.

1.5. Staff all ambulance service vehicles that respond to emergencies with a minimum of one State licensed paramedic or one State licensed intermediate EMT. In the event of system overloads, emergency ambulances may be staffed by two state licensed EMT basics or higher certification. A system overload shall be defined as any incident or coinciding incidents that stress the response system beyond their capabilities.

1.6. Compile, maintain, and make available for inspection and audit upon request by the contracted Agencies or any agency of the State of New Mexico, all records relating to the services to be provided under this Contract for a period of seven (7) years.

1.7. Ensure that ambulances that respond to emergency calls meet the minimal requirements of the latest edition of the Department of Transportation's KKK specifications.

1.8. Ensure that ambulances are not used for personal errands or any other non-business function(s) when it could hinder patient care.

1.9. Be the sole operator of the ambulance service denoted in this Contract, and ambulance operations including ambulance maintenance and patient transport. It shall provide the necessary staffing, life support systems and mobile communications equipment as necessary for the proper functioning of the ambulance service.

1.10. Shall be solely entitled to perform, and responsible for performing, billing of patients and third-party payers for Services provided hereunder. Agencies shall not bill or permit any other party to bill patients or third-party payers, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an emergency call. Provider's Rates shall be in accordance with the State of New Mexico rate tariff.

1.12. Be strictly accountable for all receipts and disbursements as the administrator under this Contract. The medical accounting records relating to operation of the ambulance service shall be made available to the Agencies for inspection at the end of the Provider's fiscal year.

2. ANNUAL REVIEW:

A formal annual review will be conducted in which the Provider and the Agencies will discuss performance, challenges, successes and any other items deemed relevant to Provider's timely and professional delivery of emergency transport services to the residents.

3. COMPLIANCE WITH LAWS AND REGULATIONS: Provider shall:

4.1. Comply with State and Federal laws, including Medicare and Medicaid Laws and Regulations. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b), as amended. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S. Section 1320a-7b), as amended.

4.2. In addition to compliance standards detailed in the Contract, comply with all laws, regulations, and policies of the State of New Mexico, the County of San Miguel, and the City of Las Vegas in the performance of its duties under this Contract including the standards of the National Integrated Incident Management System. The Agencies may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this scope of work.

4.3. Obtain the written approval from the Agencies prior to entering into any Mutual Assistance Agreement.

4. RECORDS MAINTENANCE AND RETENTION:

Provider shall maintain, retain and make available to the Agencies and/or its designees, upon request, records of the following for a period of seven (7) years from date of service.

5.1. All patients/clients served including, whenever available, information about whether or not the patients/clients are insured or uninsured and their County/City residency status, gender, age, ethnicity and residency location within the service area.

5.2. Billing and medical records for all Indigent eligible patients.

5. EMPLOYEE WAGE AND BENEFIT SCALE:

Provider shall maintain employee wage and benefit scales and related information contained in the RFP as a minimum contractual commitment.

7. RESPONSE TIMES:

Provider shall reach emergency response calls within the city limits in seven (7) minutes or less. Response to County areas shall reflect a twenty (20) minute maximum response time depending on area.

8. PROBLEM RESOLUTION:

All problems and issues between Agencies and Provider, with reference to contractual requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, Attachment C.

9. SCENE MANAGEMENT:

All scenes shall be managed using the San Miguel County Standard Incident Command Structure (ICS).

INSURANCE REQUIREMENTS FOR THIS PROVIDER, AS REFERENCED BY THE CONTRACT, ARTICLE 8, INCLUDE:

1. Automobile liability.

Automobile liability insurance covering Provider's owned, non- owned, hired and leased vehicles with limits not less than \$1,000,000 per occurrence.

2. Commercial, General Liability.

Commercial general liability insurance shall cover liability arising from products and completed operations, premises, contractual liability, personal injury and advertising injury covering bodily injury

and property damage, with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate limit.

3. Professional Liability.

Provider shall maintain professional liability insurance covering bodily injury, with a limit of not less than \$1,000,000 per occurrence and 3,000,000 in the aggregate.

4 Worker's Compensation.

Provider shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes; and employer's liability insurance with a limit of not less than \$100,000.

5. Claims Made.

In the event the company elects to obtain insurance required under this Agreement on a "claims made" basis, then such coverage shall be renewed or continued without lapse.

6. Certificates of Insurance.

Upon request, Provider shall furnish the Agencies with Certificate(s) of Insurance issued by Provider's insurer as evidence that the coverage is: 1) placed with reasonably acceptable insurers; 2) detailed on the Certificate as specified in this Contract; and 3) is in full force and effect on the commencement date of service. Provider shall also furnish updated Certificates as policies are renewed.

7. Additional Insured.

The insurance coverage required hereunder, except worker's compensation and professional liability, shall name the Agencies, its employees and officers, as additional insured's.

8. Notice of Cancellation.

Provider shall immediately notify the Agencies in writing, of Provider's cancellation of its insurance coverage.

9. Supplemental Insurance.

During the term of this Contract, Agencies, in their reasonable discretion, may require Provider to obtain additional coverage or increase the amount of any insurance Provider carries to the extent the coverage is reasonably and commercially available to Provider (Supplemental Coverage"). In such event, Agencies shall pay to Provider the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Provider's duty to obtain such Supplemental Coverage.

10. Market Fluctuations.

The Agencies acknowledge that, from time to time, insurance market fluctuations may increase the premiums Provider may pay in order to secure the coverage required under this Contract. In the event that the premiums increase during the term of the Contract, the Agencies agree to consider in good faith the Provider's request for an equitable adjustment in Provider rates to cover the increased cost.

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA Business Associate Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the City of Las Vegas and County of San Miguel hereinafter referred to as "The Agencies" or "Business Associate" and AMR, hereinafter referred to as "Provider" or "Covered Entity" and is an attachment to a services agreement wherein Provider shall provide services to the Agencies.

RECITALS:

WHEREAS, the services agreement may require the disclosure by the Covered Entity to Business Associate of certain Protected Health Information (as defined in 45 CFR 164.501 of the HIPAA Privacy Rule); and

WHEREAS, Business Associate and the Covered Entity are required to enter into a business associate agreement pursuant to the requirements as set forth in the HIPAA Privacy Rule, Title 45 Code of Federal Regulations ("CFR"), Parts 160 and 164; and

WHEREAS, in performing these services, Provider will submit, receive, create or access certain Protected Health Information ("PHI") of participants and beneficiaries covered under the services agreement and accordingly is a "Business Associate" as defined in the Privacy Rule; and

WHEREAS, the Provider is a "Covered Entity" within the meaning of the Privacy Rule; and

WHEREAS, the parties desire to enter into this agreement to comply with the provisions in the Privacy Rule requiring a Business Associate to provide adequate assurances to a Covered Entity with respect to the confidentiality of PHI.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164, Subparts A and E.

1.1. "Business Associate" shall mean the City of Las Vegas and the County of San Miguel.

1.2. "Covered Entity" shall mean the Provider, "AMR."

1.3. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 154.501.

1.4. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.02(g).

1.5. "Individually identifiable health information" shall have the same meaning as the term "individually identifiable health information" in 45 CFR 160.103. Specifically, "Individually identifiable health information" shall mean information that is a subset of health information, including demographic information collected from an individual, and: 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and i) that identifies the individual, or ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.6. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.7. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Specifically, "protected health information" shall mean individually identifiable health information that is: 1) transmitted by electronic media; 2) maintained in electronic media; or 3) transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in: 1) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 D.S.C. §1232g; 2) records described at 20 D.S.C. §1232g(a)(5)(B)(iv); and 3) employment records held by a Covered Entity in its role as an employer.

1.8. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

1.9. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

2.1. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

2.2. Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information, other than as provided in this Agreement.

2.3. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4. Business Associate shall report to the Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement and about which Business Associate becomes aware.

2.5. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.

2.6. Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner to be designated by the Covered Entity, to Protected Health Information in a Designated Record Set (if applicable) to the Covered Entity or, if directed otherwise by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.7. Business Associate shall make any amendment(s) to Protected Health Information in a designated Record Set (if applicable) that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner to be designated by the Covered Entity.

2.8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from or created or received by business associate on behalf of the Covered Entity available to the Department of Health and Human Services in accordance with 45 CFR 160.31 o (c) for the purposes of determining Covered Entity' compliance with the Privacy Rule.

2.9. Business Associate shall document all disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

2.10. Business Associate shall provide to the Covered Entity or to an Individual, in the time and manner to be designated by the Covered entity, information collected in accordance with subparagraph 2.9 of this Section, to permit the Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Specific use and disclosure provisions:

3.1. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to the Covered Entity as relating to the health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(0)(1).

4. OBLIGATIONS OF COVERED ENTITY.

Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions:

4.1. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.2. Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practice of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.52, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. TERM AND TERMINATION.

5.1. Term. The Term of this Agreement shall be effective as of the date hereof and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or, if it is not feasible to return or destroy all Protected Health

Information that Business Associate maintains in any form, the protections of this Agreement shall be extended to such Protected Health Information in accordance with the termination provisions in this Article 5.

5.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by the Business Associate, Covered Entity shall either: i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Agreement if Business Associate does not cure the breach or end the violation within a time that shall be designated by the Covered Entity, or ii) immediately terminate this Agreement and the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or iii) if neither termination nor cure are feasible, Covered Entity shall report violation to the Secretary.

5.3. Effect of Termination.

5.3.1. Except as provided in subparagraph 5.3.2., upon termination of this Agreement or the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction not feasible, for so long as the Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS.

6.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

6.2. Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule and HIPAA.

6.3. Survival. The respective rights and obligations of the Business Associate under Section 5.3 in this Agreement shall survive the termination of this Agreement and the Agreement.

6.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

ATTACHMENT C

PROBLEM RESOLUTION PROCEDURE

Objective

1. To provide Agencies and Provider with a means to identify and resolve issues as they rise.
2. To institute a workable procedure for resolving issues which are not resolved on the individual basis.

Introduction

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness of all parties and thoroughness of investigation of all facts must be applied in all cases.

Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

Step I

Upon identification of a situation requiring application of this problem clearance procedure, those individual's directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step II of this procedure be applied.

Step II

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If, however the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of the meeting should be to resolve this issue so that it does not recur. Resolutions may address related area of training, policy revision and/or policy development, etc.

Step III

Those issues not resolved through Steps I or II of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps I and II. Situations of this significance will be forwarded to the COO, City and County Manager or other agency identified representative(s).

The designated representative from: each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter are prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the City and County Manager shall determine a resolution. The City and County Manager shall have the authority in determining such resolution to require any corrective action, within reason. Such resolution shall be delivered to Provider in writing and shall include the timelines under which any corrective action shall occur.

Types of Problems

- Conflicts in the field (medical and other)
- Non-compliance with designated care guidelines Destination concerns (wrong one, wrong type)
- Mode of transport (air, ground, police, POV)
- Dispatch of resources (wrong one, wrong type)

ATTACHMENT D
RESPONSE MAP

ATTACHMENT E

Consolidated Statement of Operations and Comprehensive Income (Loss)
(Unaudited, Amounts in thousands)

	Year
Revenue	\$
Operating Expenses:	
Employee wages, benefits and taxes	
Maintenance, fuel and other direct expenses	
Insurance expense	
Other operating expenses	
Depreciation and amortization	
Total operating expenses	_____
Operating income	_____
Management fee expense	
Net income (loss) before income taxes	_____
Income tax (benefit) expense ⁽¹⁾	_____
Net income (loss)	_____

⁽¹⁾ Certain tax provision items are recorded at the Parent company level

Copy to Melissa from the following
DANELLE J. SMITH

Attorney at Law

MAILING ADDRESS

P.O. Box 1811
Las Vegas, New Mexico 87701

OFFICE ADDRESS

812 Lincoln Avenue • Suite #1
Las Vegas, New Mexico 87701

October 16, 2012

HAND-DELIVERED

Dave Romero
City Attorney
1700 North Grand Avenue
Las Vegas, NM 87701



Re: Sale of property to City of Las Vegas by Eloy and Frances Aragon

Dear Dave:

I am enclosing the final version of the Purchase of Property Agreement which has been signed by my clients.

We would suggest that you forward this to Territorial Title for preparation of the Title Commitment given that Territorial insured the property when it was previously transferred from the City to the Aragons and they recently prepared a title report for us to confirm that there were no liens on the property. Alternatively, I would be happy to prepare the request for title commitment if you would get the Agreement back to me after it is signed by the City.

Please let me know if there is anything else that is needed from me or the Aragons to proceed with this sale.

Sincerely,


Danelle J. Smith

xc: Eloy & Frances Aragon

PURCHASE OF PROPERTY AGREEMENT

This Agreement is entered into this 17th day of October, 2012 by and between the Parties.
("Date of Acceptance").

1. PARTIES:

City of Las Vegas, New Mexico, a Municipal Corporation, ("Buyer") intends to buy from Seller
Eloy E. Aragon and Francis M. Aragon, husband and wife, ("Sellers") intend to sell and convey to Buyer, the Property described in this Agreement under the following conditions.

2. PURCHASE PRICE:

The Purchase Price shall be One Hundred and Fifty Thousand Dollars and no cents (\$150,000.00) cash and one hundred forty five thousand dollars and no cents (\$145,000.00) in the form of a letter acknowledging a donation by the Sellers to the City of Las Vegas, NM in a form acceptable to the Sellers.

3. EARNEST MONEY:

No earnest money will be provided in this transaction.

4. PROPERTY

A. A vacant tract of land adjacent to Keyes Park located at the Southeast corner of First Street and Mills Avenue in the City of Las Vegas, New Mexico. It is rectangular tract of land that contains an area of 1.504 acres or 65,514 square feet. The Property is more particularly described in Exhibit A, attached hereto, and by reference, incorporated herein.

B. The Property is not located in a flood hazard zone. It is zoned C-3 for a General Commercial Zone.

C. See Exhibit A, attached hereto. The Title Company will be required to issue a title Policy with an appropriate legal description.

D. The Property will include the following: all appurtenances to the land including all buildings and structures within the boundaries of the Property. All improvements are included with the sale of the Property.

E. This agreement includes the purchase of all rights appurtenant to the Property including, but not limited to, all water rights and mineral, oil and gas rights and subsurface and surface and air rights. Buyer acknowledges that these rights shall be all such rights that are owned by the Seller and that these rights may not be insurable by the title company.

14. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which is deemed to be an original, and all of which will together constitute one and the same instrument.

15. GOVERNING LAW.

This Agreement will be interpreted in accordance with the laws of the State of New Mexico. Venue is San Miguel County.

16. ENTIRE AGREEMENT.

The parties understand that this offer, if accepted in writing by Seller and delivered to Buyer, constitutes a legally binding contract. This Agreement together with the following addenda and any exhibits referred to in this Agreement contains the entire Agreement of the parties and supersedes all prior agreements or representations with respect to the Property which are not expressly set forth herein. This Agreement may be modified or canceled only by a writing signed and dated by both parties.

Buyer:



X _____
Alfonso Ortiz, Jr., Mayor
City of Las Vegas

X  _____
Timothy P. Dodge, City Manager
City of Las Vegas

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

Sellers:



Eloy E. Aragon

Frances Aragon



Territorial Title of Las Vegas, Inc.

919 Douglas Avenue
Las Vegas, New Mexico 87701

Telephone:
(505) 425-3563
FAX (505) 425-9637

Mailing Address:
Post Office Box 987
Las Vegas, N. M. 87701

November 21, 2012



City of Las Vegas
Timothy Dodge, City Manager
1700 N. Grand Avenue
Las Vegas, NM 87701

Re: File SM-00034694
Aragon/City of Las Vegas

Dear Mr. Dodge:

Enclosed is a copy of the recorded Warranty Deed, evidencing the transfer of title from Mr. and Mrs. Eloy Aragon to the City of Las Vegas. Also enclosed are copies of the final settlement statement and of the 1099-s this office issued to the Aragons. It is part of our duties as settlement agent, to issue 1099-s forms to all sellers and to report the transactions annually to the Internal Revenue Service. Please keep this in mind and notify the City's accounting department so that a second 1099-s is not issued to Mr. and Mrs. Aragon.

Thank you for having Territorial Title handle the transaction. Please feel free to contact this office if you have any questions or need additional assistance.

Sincerely,

Ruth D. Mares
President
ruth@territorialtitle.com

New Mexico Statutory Form Rev.5-75
File# _____
The document contains 2 pages.
Escrow #00034694

WARRANTY DEED

Eloy E. Aragon and Frances M. Aragon, Husband and Wife
_____ for consideration paid, grant
to City of Las Vegas, a Municipal Corporation
whose address is 1700 N. Grand Avenue Las Vegas, NM 87701
the following described real estate in San Miguel County, New Mexico:

See Exhibit A attached hereto and made a part hereof.

SUBJECT TO: Reservations, restrictions, easements of record & taxes for 2012 and subsequent years.

TOGETHER WITH: All rights appurtenant thereto

with warranty covenants.

WITNESS our hands and seals this 20th day of November, 2012

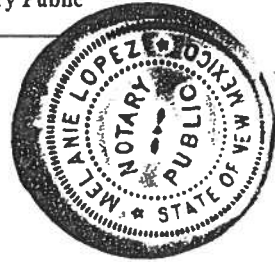
Eloy E. Aragon (Seal) _____ (Seal)
Frances M. Aragon

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO }
COUNTY OF SAN MIGUEL } ss.

The foregoing instrument was acknowledged before me this 20th day of November 20 12
by Eloy E. Aragon and Frances M. Aragon
(Name or Names of Person or Persons Acknowledging)

My commission expires: Aug. 11, 2015 _____ Notary Public
(Notary Public Seal)



COUNTY OF SAN MIGUEL }
STATE OF NEW MEXICO } ss
WARRANTY DEED
PAGES: 2
I Hereby Certify That This Instrument Was Filed for
Record On The 21ST Day Of November, A.D., 2012 at 09:42:44 AM
And Was Duly Recorded as Instrument # 201204161
Of The Records Of San Miguel County
Witness My Hand And Seal Of Office
Melanie Y. Rivera
Deputy - MELANIE County Clerk, San Miguel, NM

Recorded 201204161 11/21/12 San Miguel County

Exhibit A

1.504 acres, more or less, within the Las Vegas Land Grant, in the City of Las Vegas, San Miguel County, New Mexico, and located at the southeast corner of the intersection of First Street and Mills Avenue (NM SR 329) and being a portion of the 194.33 acre tract as described in Tax Deed No. 1800 recorded in Tax Deed Book 133, page 321 in the office of the San Miguel County Clerk, and deeded by the New Mexico State Tax Commission to the City of Las Vegas, New Mexico on a Quitclaim Deed recorded February 20, 1941 in Book 135, pages 268 and 269 in the office of the San Miguel County Clerk, and also being a portion of a 38.65 acre tract shown as belonging to Jones Realty Co. on a plat by H. E. Beisman and titled "Plat Showing Land North of Las Vegas, NM" and deeded to the City of Las Vegas, New Mexico by Jones Realty Co. on a Quitclaim Deed recorded on May 8, 1940 in Book 128, page 584 in the office of the San Miguel County Clerk, and being more particularly described as follows:

Beginning at the northwest corner of the herein described tract, being a point on the easterly right of way line of First Street and the southerly right of way line of Mills Avenue (NM SR 329);

Thence N 89 degrees 56' 27" E along said southerly right of way line of Mills Avenue 114.60 feet to a point from which the New Mexico State Engineer's Office triangulation marker "GOLF" bears N 34 degrees 58' 56" W 2385.94 feet;

Thence continuing N 89 degrees 56' 27" E along said right of way line 209.01 feet to the northeast corner of the herein described tract;

Thence S 00 degrees 16' 41" W along the westerly side of Keyes Park, a previously unsurveyed line, 234.09 feet to the southeasterly corner of the herein described tract being a point on the northerly line of the property formerly known as the Drake Realty Co. Tract;

Thence N 82 degrees 42' 01" W (N 83 degrees 14' W deed) along the said northerly boundary of the said Drake Realty tract 269.36 feet to the southwest corner of the herein described tract being a point on the easterly right of way line of First Street;

Thence N 26 degrees 32' 01" W along said right of way 41.56 feet to a point of curve;

Thence on a curve to the right with a radius of 349.28 feet, and a chord bearing N 12 degrees 46' 42" W 166.10 feet and on an arc of 27 degrees 30' 38" an arc distance of 167.71 feet to a point of tangent;

Thence N 00 degrees 58' 37" E continuing along the said easterly right of way line of First Street 0.36 feet to the northwesterly corner of the herein described tract and the point of beginning, all as shown on plat of survey by D. Rodger Kretz, dated June 28, 1990 and amended on July 20, 1990 and on October 16, 1990 and entitled "Survey and Plat Prepared for the City of Las Vegas".

SETTLEMENT STATEMENT

Territorial Title of Las Vegas, Inc.
919 Douglas Avenue
Las Vegas, NM 87701

1. FHA 2. FMHA 3. CONV. UNINS.
4. VA 5. CONV. INS.

6. ESCROW FILE NUMBER:
00034894-001 ML 7. LOAN NUMBER:
8. MORTGAGE INSURANCE CASE NUMBER:

ESTIMATED - Figures subject to change

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P.O.C.)*" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: City of Las Vegas

Final Statement

ADDRESS OF BORROWER: 1700 N. Grand Avenue
Las Vegas, NM 87701

E. NAME OF SELLER: Eloy E. Aragon and Frances M. Aragon

ADDRESS OF SELLER: 178 Bridge Street
Las Vegas, NM 87701

F. NAME OF LENDER:
ADDRESS OF LENDER:

G. PROPERTY LOCATION: Vacant Tract Adjacent to Keyes Park,
Las Vegas, NM 87701
San Miguel

H. SETTLEMENT AGENT: Territorial Title of Las Vegas, Inc.
PLACE OF SETTLEMENT: 919 Douglas Avenue, Las Vegas, NM 87701

I. SETTLEMENT DATE: PRORATION DATE: FUNDING DATE:
DISBURSE DATE:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract Sales Price	295,000.00	401. Contract Sales Price	295,000.00
102. Personal Property		402. Personal Property	
103. Settlement charges to Borrower (line 1400)	2,164.13	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes 11/20/12-12/31/12	49.51	407. County Taxes 11/20/12-12/31/12	49.51
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. Gross Amount Due from borrower:	297,213.64	420. Gross Amount Due to Seller	295,049.51
200. Amounts Paid by or in behalf of Borrower:		500. Reductions in Amount Due To Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202.		502. Settlement charges to Seller (line 1400)	216.13
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Seller Donation to CLV	145,000.00	506. Seller Donation to CLV	145,000.00
207.		507. Check from the City of LV	152,213.64
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
210. City/Town Taxes		510. City/Town Taxes	
211. County Taxes		511. County Taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	145,000.00	520. Total Reductions in Amount Due Seller	297,429.77
300. Cash at Settlement from/to Borrower:		600. Cash at Settlement to/from Seller:	
301. Gross amount due from Borrower (line 120)	297,213.64	601. Gross amount due to Seller (line 420)	295,049.51
302. Less amount paid by/for Borrower (line 220)	145,000.00	602. Less reductions in amount due Seller (line 520)	297,429.77
303. Cash FROM Borrower:	152,213.64	603. Cash FROM Seller:	2,380.26

L SETTLEMENT CHARGES:

700. Total Sales/Broker's Commission:

Based on Price \$295,000.00 @ % =		Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
Division of Commission (line 700) follows:			
701. \$ to			
702. \$ to			
\$ to			
703. Commission paid at settlement			
704.			
705.			
706.			
707.			
708.			

800. Items Payable In Connection With Loan:

801. Loan Origination Fee			
802. Loan Discount Fee			
803. Appraisal Fee			
804. Credit Report			
805. Lenders inspection Fee			
806. Mortgage Insurance Application Fee			
807. Assumption Fee			
808.			
809.			
810.			
811.			

900. Items Required By Lender To Be Paid In Advance:

901. Interest			
902. Mortgage Insurance Premium			
903. Hazard Insurance Premium			
904.			
905.			

1000. Reserves Deposited With Lender:

1001. Hazard Insurance			
1002. Mortgage Insurance			
1003. City Property Taxes			
1004. County Property Taxes			
1005. Annual Assessments			
1006.			
1007.			
1008.			

1100. Title Charges:

1101. Settlement or closing fee to Territorial Title of Las Vegas, Inc.	216.13	216.13
1102. Abstract or title search		
1103. Title examination		
1104. Title Insurance binder to Territorial Title of Las Vegas, Inc.	100.00	
1105. Document preparation		
1106. Notary Fees		
1107. Attorney's Fees (includes above item numbers:)		
1108. Title Insurance (included above item numbers:)		
1109. Lender's coverage \$ 0.00 to Territorial Title of Las Vegas, Inc.		
1110. Owner's coverage \$ 295,000.00 to Territorial Title of Las Vegas, Inc.	1,795.00	
1111. Lien Coverage-OP to Territorial Title of Las Vegas, Inc.	25.00	
1112.		
1113.		

1200. Government Recording and Transfer Charges

1201. Recording Fees: Deed\$ 25.00 Mortgage \$ Release \$	25.00	
1202. City/County tax/stamps		
1203. State tax/stamps		
1204. City Transfer Tax		
1205. County Transfer Tax		
1206. E-Filing Fee to Territorial Title of Las Vegas, Inc.	3.00	
1207.		

1300. Additional Settlement Charges:

1301. Survey		
1302. Pest Inspection		
1303.		
1304.		
1305.		
1306.		
1307.		

1400. Total Settlement Charges (Enter on line 103, Section J -and- line 502, Section K)	2,164.13	216.13
---	----------	--------

HUD-1 Settlement Statement Certification

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

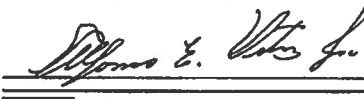
Buyers Signatures:
City of Las Vegas

Sellers Signatures:



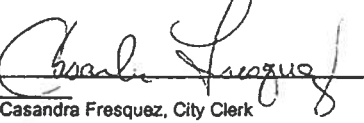
Timothy Dodge, City Manager

Eloy E. Aragon



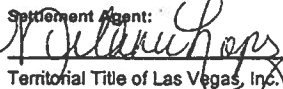
Alfonso E. Ortiz Jr., Mayor

Frances M. Aragon



Casandra Fresquez, City Clerk

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent:


Territorial Title of Las Vegas, Inc.



Date:

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

HUD-1 Settlement Statement Certification

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

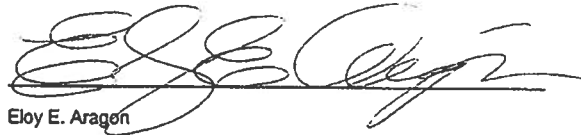
Buyers Signatures:
City of Las Vegas

Sellers Signatures:

Timothy Dodge, City Manager

Alfonso E. Ortiz Jr., Mayor

Casandra Fresquez, City Clerk



Eloy E. Aragon

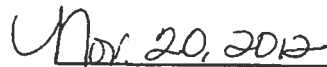


Frances M. Aragon

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent:


Territorial Title of Las Vegas, Inc.

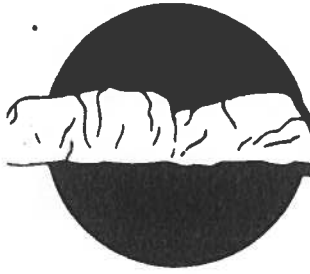


Date:

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

FILER'S name, street address, city, state and ZIP Code TERRITORIAL TITLE OF LAS VEGAS, INC. 919 DOUGLAS AVENUE LAS VEGAS, NM 87701 (505) 425-3563		1 Date of Closing 11/21/2012	2012 Statement for Recipients of	Proceeds From Real Estate Transactions	
		2 Gross Proceeds \$ 150,000.00			
FILER'S Federal ID # 850383674	TRANSFEROR'S ID Number	3 Address or legal description VACANT TRACT ADJACENT TO KEYES LAS VEGAS, NM 87701 SAN MIGUEL			
TRANSFEROR'S name (first, middle, last) ELOY E. ARAGON					
Street address, City, State and ZIP Code 178 BRIDGE STREET LAS VEGAS, NM 87701					
Account Number (optional) 00034694 - 001 - ML		4 Check here if the transferor received or will receive property or services as part of the transaction <input type="checkbox"/>	5 Buyer's part of real estate tax \$ 49.51		
<p>This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.</p>					

Substitute Form 1099-S



CITY OF LAS VEGAS

1700 N. GRAND AVE. • LAS VEGAS, NEW MEXICO 87701-4731 • 505-454-1401 • FAX: 505-425-7335

ALFONSO E. ORTIZ, JR.
Mayor

November 20, 2012

Eloy E. Aragon and Frances M. Aragon
178 Bridge Street
Las Vegas, NM 87701

RE: Donation to the City of Las Vegas

Dear Mr. and Mrs. Aragon:

This is to acknowledge receipt of a donation to the City of Las Vegas in the amount of One Hundred and Forty Five Thousand Dollars (\$145,000.00) this date. This is to confirm that nothing was received in return for this donation to the City. This donation was not received in cash, but rather in the form of donated value of real estate assets. The City of Las Vegas greatly appreciates this donation to our City.

Sincerely,


Timothy P. Dodge, City Manager


Alfonso E. Ortiz, Mayor

TONITA GURULE-GIRON
Councilor, Ward 1

VINCE HOWELL
Councilor, Ward 2

JOSEPH "JOEY" HERRERA
Councilor, Ward 3

DAVID L. ROMERO
Councilor, Ward 4



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

Meeting Date: June 12, 2024

Date Submitted: 05/30/24

Department: Human Resources

Item/Topic: Consideration to approve a Professional Services Agreement for legal services for Holcomb Law Office. Five (5) quotes were solicited with two (2) written bids received and three (3) no bids. Both bids received meet the requirements and qualifications to provide the specialized legal services needed for Human Resource Law and Labor Relations Issues.

Fiscal Impact: \$55,000.00 - This has been budgeted for in the FY25 Budget.

Attachments: Professional Services Agreement between the City of Las Vegas and Holcomb Law Office.


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

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 _____

HOLCOMB LAW OFFICE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2024 (“Effective Date”), by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), and Holcomb Law Office (“Contractor”).

1. SCOPE OF WORK.

The Contractor shall provide advice and assistance to the City in the following areas: (1) to represent the City in employment and labor issues, as needed; (2) attend bargaining unit negotiation sessions and City council meetings, as needed; (3) to provide legal advice and consultation, as needed; and (4) as otherwise directed by the City.

2. COMPENSATION.

A. The City shall pay to the Contractor the sum of \$215.00 per hour for collective bargaining and legal services rendered. Administrative services are billed at \$47.00 per hour. The Contractor shall be paid mileage at the IRS business mileage rate per mile, one-way travel time (\$215.00 for 2 hours), and actual lodging expenses (excluding meals), if required. Postage, large volume copying, and other expenses as required at cost.

B. The City shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Agreement. Payment shall be made at the end of each month, upon receipt of a detailed statement containing a report of work completed and disposition of same.

C. A minimum on site charge of three (3) hours is charged for all on site visits.

D. Payment shall be made at the end of each month, upon receipt of a detailed statement containing a report of work completed and disposition of same. Payments past due over ninety (90) days may be assessed a five percent (5%) late fee charge per month.

E. The City will be provided a copy of file documents during the term of representation. Any additional copies, including a copy of the file during or after termination of this contract, will be provided at actual cost for the copies, preparation thereof, and any delivery/shipment.

3. TERM.

The term of this Agreement is the Effective Date through _____, 2025 unless sooner terminated pursuant to this Agreement.

4. TERMINATION.

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

5. STATUS OF CONTRACTOR.

The Contractor, and its agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

6. ASSIGNMENT.

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

7. SUBCONTRACTING.

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

8. RECORDS AND AUDIT.

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

9. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. Payment for all services rendered prior to written notice being served upon the Contractor shall be due and payable by the City. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10. RELEASE.

The Contractor, upon final payment of any amounts due under this Agreement, releases the City, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. CONFIDENTIALITY.

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

12. AMENDMENT.

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

13. SCOPE OF AGREEMENT.

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

14. APPLICABLE LAW.

This Agreement shall be governed by the Ordinances of the City and the laws of the State of New Mexico.

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

CITY OF LAS VEGAS, NEW MEXICO

Timothy Montgomery, City Manager

ATTEST:

Casandra Fresquez, City Clerk

CONTRACTOR:

Dina E. Holcomb, Esq.
Holcomb Law Office

State Taxation and Revenue
Department Taxpayer
Identification Number: 03-285829-00-9

Federal Tax Payer
Identification Number: 46-4701889



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

Meeting Date: June 12, 2024

Date Submitted: 05/30/24

Department: Human Resources


Item/Topic: Consideration to approve a Professional Services Agreement for legal services for New Mexico Local Government Law. Five (5) quotes were solicited with two (2) written bids received and three (3) no bids. Both bids received meet the requirements and qualifications to provide the specialized legal services needed for Human Resource Law and Labor Relations Issues.

Fiscal Impact: \$55,000.00 - This has been budgeted for in the FY25 Budget.

Attachments: Professional Services Agreement between the City of Las Vegas and New Mexico Local Government Law.


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 _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of _____, 2024 (“Effective Date”), by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”); and New Mexico Local Government Law, LLC (“Contractor”).

1. SCOPE OF WORK.

The Contractor shall provide advice and assistance to the City in the following areas: (1) to represent the City in employment and labor issues, as needed; (2) attend bargaining unit negotiation sessions and City council meetings, as needed; (3) to provide legal advice and consultation, as needed; and (4) as otherwise directed by the City.

2. COMPENSATION.

A. The City shall pay to the Contractor the rate of \$180.00 per hour for Senior Attorney, \$140.00 per hour for Junior Attorney and \$80.00 per hour for Paralegal for legal services rendered. The Contractor shall be paid ½ of the hourly rate for travel time, and actual costs for mileage, meals and lodging expenses; and all other incidental expenses such as copying, and filing fees.

B. The City shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Agreement. Payment shall be made at the end of each month, upon receipt of a detailed statement containing a report of work completed and disposition of same.

C. The City will be provided a copy of file documents during the term of representation. Any additional copies, including a copy of the file during or after termination of this contract, will be provided at actual cost for the copies, preparation thereof, and any delivery/shipment.

3. TERM.

The term of this Agreement is the Effective Date through _____, 2025.

4. TERMINATION.

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

5. STATUS OF CONTRACTOR.

The Contractor, and his agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

6. ASSIGNMENT.

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

7. SUBCONTRACTING.

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

8. RECORDS AND AUDITS.

The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

9. APPROPRIATIONS.

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

10. RELEASE.

The Contractor, upon final payment of any amounts due under this Agreement, released the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. CONFIDENTIALITY.

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

12. AMENDMENT.

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

13. SCOPE OF AGREEMENT.

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

14. APPLICABLE LAW.

This Agreement shall be governed by the ordinance of the City of Las Vegas and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF LAS VEGAS, NEW MEXICO

Timothy Montgomery, City Manager

ATTEST:

Casandra Fresquez, City Clerk

CONTRACTOR:

Randy M. Autio, Manager
New Mexico Local Government Law, LLC

State Taxation and Revenue
Department Taxpayer
Identification Number: 03-518826-00-0

Federal Tax Payer
Identification Number: 84-4750217



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

Meeting Date: June 12, 2024

Date Submitted: 06/04/2024

Department: Utilities

Item/Topic: Enter into contract for disaster recovery services for the City of Las Vegas with The Sulzer Group.

Fiscal Impact: Compensation for the Services provided by Consultant under this Agreement, the City shall compensate Consultant on an hourly basis in accordance with the rates listed in Exhibit A of this Agreement and shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) without written authorization.

Attachments: Approval Form, Email from Attorney approving Agreement, Exhibit A – Rates for Service, Exhibit B – Additional Contract Terms for FEMA Public Assistance Grant.

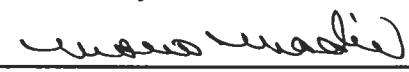
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

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 : _____
Referred To: _____
Denied _____
Other _____

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND THE SULZER GROUP

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 The Sulzer Group. (“Contractor”), of 4641 Fairfield Street Ste D, Metairie, Louisiana 70006, on this _____ day of June, 2024 (“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 SERVICES:

The Offeror shall perform **Disaster Recovery Services for the City of Las Vegas NM Current & Future Disaster** on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Offeror shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. 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.

In order to accomplish a proper recovery, the City of Las Vegas seeks professional management of the FEMA funded projects. The selected contractor will strategically manage the City’ project development and administration of various Federal and State Disaster Programs related to presidentially declared emergencies or disasters that occur during the term of this contract. The awarded offeror will provide project support for all existing, open disaster recovery efforts. The duties of the offeror shall include but are not limited to the following services and requirements:

- 1) Securing federal funding and adequate cash flow to execute projects
- 2) Development of DDD’s, Scopes of Work, and Cost Estimates
- 3) Cost Reconciliation of Completed Work
- 4) Project Formulation and Review

- 5) Procurement Support
- 6) Grant Administration and Accounting Support
- 7) Request for Reimbursements
- 8) Project closeout

Examples of disaster recovery services that may be required to include but are not limited to:

- Assist in the management of disaster recovery projects undertaken by City of Las Vegas. Projects may include but not be limited to temporary measures to prevent additional damages or prevent life/safety issues, repair or replacement of existing facilities/assets, demolition of existing damaged facilities/assets, debris removal, emergency protective measures and decommissioning of temporary measures.
- Provide extensive knowledge, experience and technical competence in dealing with Federal regulations, specifically including the Robert T. Stafford Disaster Relief and Emergency Assistance Act
- Proactively identify and resolve issues that may arise related to the funding of work complete or to be completed.
- Assess damage to public infrastructure as needed.
- Respond to and/or prepare Federal Emergency Management Agency (FEMA)/State of NM documentation requests relating to the project
- Assist the City with the preparation and submittal of applications for disaster recovery funding, including any funding through the HPCC Claims Office;
- Assist in determining the scope of the project and obtaining any required approvals from FEMA and/or State of NM
- Track status of Requests for Reimbursements submitted to assist with cash flow planning and payment to contractors;
- Develop a process/system to efficiently submit Federal grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.
- Attend meetings with relevant local, state, and federal officials to address eligibility and process issues, at the request of the client.
- Provide technical assistance, as requested. Technical assistance may involve engineering, cost estimating, and architectural support, among other types of assistance.
- Obtain, analyze and gather field documentation, including gathering relevant records in order to extract pertinent information necessary for submission including timekeeping and staff assignment records.
- Review for all data and supporting documentation to determine whether costs appear eligible and are adequately supported.
- Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets. This will involve expertise in Cost Estimating, developing Detailed Damage Descriptions and Dimensions (“DDD’s”) and a project’s Scope of Work (“SOW”).
- Assist in the development of hazard mitigation proposals under Sections 406 and 404 of

the Stafford Act.

- Evaluate alternate and/or improved projects.
- Evaluate the appropriateness of the use of FEMA pilot programs including the Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.
- Review Project Worksheets to determine final eligible costs and third party refunds and reimbursements.
- Reconcile eligible costs and prepare Project Worksheet versions, as necessary.
- Prepare first and second appeals, and arbitration as requested.
- Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare progress payments.
- Perform PW closeouts.
- Prepare projects for audit.
- Respond to audit findings, as required.

The scope of work for these projects and all accounting of the scope of work to be provided for these projects must conform to FEMA, the New Mexico Department of Financial Administration, and New Mexico Department of Homeland Security reimbursement requirements. The selected firm shall procure and maintain at all times during the term of the Agreement general liability insurance in the amount of \$1 million per occurrence and \$3 million aggregate and worker's compensation insurance in accordance with that required by applicable law. In advance of the commencement of Services under this Agreement the Consultant shall provide the City of Las Vegas with a certificate of insurance reflecting the aforementioned general liability coverage. Said policy shall provide that City of Las Vegas must be given thirty (30) days advance notice in writing of any material changes or cancellation of any such policy (ies) of insurance.

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. For the Services provided by Consultant under this Agreement, the City shall compensate Consultant on an hourly basis in accordance with the rates listed in Exhibit A of this Agreement and shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00) without written authorization. Consultant shall notify the City within fourteen (14) days of reaching the not to exceed amount requesting that the amount be adjusted.

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. Prices are subject to change. Contractor must submit rate changes to the City for approval 90 days prior to the annual renewal of the contract.

E. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all 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 30 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 30 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 30 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 30 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 30 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: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

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 the 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 the City, its elected officials, agents and employees from any and all claims, suits, and causes of action to the proportionate extent such claims, suits, and causes of action are due to his/her negligent performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his/her employees, agents or

other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection 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 City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the

deliverables were met or duties were fulfilled. The Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

25. ADDITIONAL TERMS AND CONDITIONS: The City and Consultant agree to bind themselves by the additional terms and conditions outlined in Exhibit B, attached to this Agreement, and made a part hereof.

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

CITY OF LAS VEGAS

CONTRACTOR:

Approved By:

Timothy Montgomery, City Manager

Signature

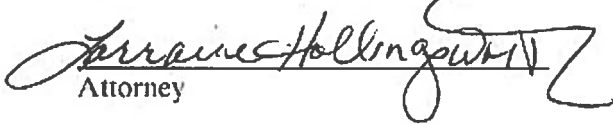
Attest:

Printed Name: _____

Cassandra Fresquez, City Clerk

Position: _____

Approved as to legal sufficiency:



Attorney

EXHIBIT A

THE SULZER GROUP Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2024-19

Disaster Recovery Services for the City of Las Vegas NM Current & Future Disaster

RATES FOR SERVICE BROKEN DOWN

Role Key of Personnel	Hourly Rate
Project Executive	\$225.00
Sr. Project Manager	\$200.00
Jr. Project Manager	\$165.00
Project Accountant	\$125.00
Sr. Closeout Specialist	\$130.00
Closeout Specialist	\$100.00
Cost Analyst	\$155.00
Debris Specialist	\$185.00
Site Inspector	\$150.00
Environmental Specialist	\$165.00
Administrative Assistant	\$80.00
Grant Administrator	\$145.00
Reimbursement Specialist	\$125.00
Sr. Construction Manager	\$200.00
Jr. Construction Manager	\$165.00
CDBG Subject Matter Expert	\$185.00
Environmental Engineer	\$200.00
Hydrologist	\$165.00
Senior Scientist/Engineering Analyst	\$135.00
Project/Financial Procurement Specialist	\$135.00
Environmental Specialist	\$115.00
GIS Specialist	\$150.00
Technical Specialist	\$115.00
Compliance Specialist	\$115.00

EXHIBIT B
Additional Contract Terms for
FEMA Public Assistance Grant Funded or Assisted Projects for Non-Federal Entity
(Updated 5/16/2022)

City of Las Vegas, NM, referred to in this Exhibit B as Non-Federal Entity (“NFE”) is utilizing FEMA Public Assistance Grant Funds and in accordance with Federal regulations incorporates these Contract Provisions Applicable to Projects Fully or Partially Funded by the FEMA Public Assistance Program as part of the contract. (Note: All such terms are also applicable to all appropriate subcontractors):

- a. Equal Employment Opportunity*** — Except as otherwise provided under 41 CFR Part 60, the Contractor and Subcontractors must comply with 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the

employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may

direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- b. *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)*** Where applicable, all contracts and subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Compliance with the Contract Work Hours and Safety Standards Act:

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to

be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

c. *Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended*

If the Contract and Subcontracts are in excess of \$150,000, the Contractor and Subcontractors shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251-1387). Violations shall be reported to Owner and the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").

Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Contractor agrees to report each violation to the NFE and understands and agrees that the NFE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the NFE and understands and agrees that the NFE will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate

Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

d. Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the NFE. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the NFE, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor must complete attached Certification.

f. Procurement of Recovered Materials

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

g. Access to Records

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the State, NFE, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the NFE and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

h. DHS Seal, Logo, and Flags

The Contractor or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

i. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

j. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

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

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

l. §200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials

composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

m. Affirmative Socioeconomic Steps.

If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

n. License and Delivery of Works Subject to Copyright and Data Rights.

The Contractor grants to the NFE, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify 75 See 17 U.S.C. § 102. Contract Provisions Guide 35 such data and grant to the NFE or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the NFE data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the NFE.

o. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain; or
- 3) Enter into a contract (or extend or renew 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. As described in Public Law 115-232, section 889, 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.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date



Approval Form

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

***Reviewed:**

[Signature]
Tim Montgomery, City Manager

05/16/2024
Date

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

Date Submitted: 05/15/2024

Department Submitting: Utilities

Submitter: Travis Martinez

Documents to be reviewed: Agreement with The Sulzer Group

Deadline: **ASAP**

Submitter Comments: Please review the attached agreement between the Sulzer Group and the City of Las Vegas for disaster recovery services for the City of Las Vegas per RFP 2024-19 approved on May 8, 2024. Thank you.

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:** _____

2 Lorraine Hollingworth May 29, 2024
Attorney Review **Date**

Approved / Disapproved: (Reason for Disapproval): Approved

3 [Signature] 5-29-24
Finance Director **Date**

Approved / Disapproved: (Reason for Disapproval): _____

1 [Signature] 05/30/2024
Tim Montgomery, City Manager **Date**

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

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.



Stephen Aragon <saragon@lasvegasnm.gov>

City of Las Vegas - Professional Services Agreement - The Sulzer Group

Lorraine Hollingsworth <lhollingsworth@domicilaw.com>
To: Stephen Aragon <saragon@lasvegasnm.gov>

Wed, May 29, 2024 at 11:52 AM

From: Stephen Aragon <saragon@lasvegasnm.gov>
Sent: Thursday, May 23, 2024 4:02 PM
To: Lorraine Hollingsworth <lhollingsworth@domicilaw.com>
Subject: Re: FW: City of Las Vegas - Professional Services Agreement - The Sulzer Group

Here is the signed approval form. Let me know if you need anything else.

Regards,

Lorraine

[Quoted text hidden]

[Quoted text hidden]

 **ApprovalForm_PSA_SulzerGroup_20240523 (002).pdf**
178K



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

Meeting Date: June 12, 2024

Date Submitted: 06/05/2024

Department: Executive Office

Item/Topic: Request approval to award RFP 2024-18 for Disaster Legal Services for the City of Las Vegas, NM, for damages sustained from the Hermit's Peak/Calf Canyon Wildfires, to Singleton Schreiber LLP and the City of Las Vegas, NM to enter into contract with Singleton Schreiber LLP.

Fiscal Impact: Compensation for the Services provided by the Firm under this Agreement, the City shall compensate the Firm fifteen percent (15%) of all gross amounts recovered by the way of settlement, trial, arbitration, or similar proceeding. If no recovery is made, then the City shall not owe the Firm any fee.

Attachments: Approval Form, Attorney-Client Fee Agreement, RFP 2024-18

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**

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

Continued : _____
Referred To: _____
Denied _____
Other _____



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

***Reviewed:**

[Signature]
Tim Montgomery, City Manager

05/24/2024
Date

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

Date Submitted: *May 24, 2024*

Department Submitting: *Attorney's Office* **Submitter:** *Stephen F. Aragon*

Documents to be reviewed: *Singleton Schreiber, LLP Attorney-Client Fee Agreement.*

Deadline: *June 1, 2024*

Submitter Comments: *To have Singleton Schreiber, LLP provide disaster legal services for the City of Las Vegas for damages sustained from the Hermit's Peak/Calf Canyon Wildfires in 2022.*

Received by CM - Office Mgr/HR: *Stephen F. Aragon* **Date:** *May 24, 2024*

City Manager / HR Comments: _____

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

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

Changes:

1

[Signature]
Attorney Review

Date: _____
6/6/24
Date

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

2

[Signature]
Finance Director

6-6-24
Date

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

3

[Signature]
Tim Montgomery, City Manager

06/06/2024
Date

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

**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.*



Las Vegas Office
1743 N Grand Avenue, Las Vegas, NM 87701
(505) 652-3169 | singletonschreiber.com

Mora Office
505 NM Highway 518, Mora, NM 87732
(505) 317-3670 | singletonschreiber.com

ATTORNEY-CLIENT AGREEMENT

This agreement, made and entered into this ____ day of _____, 2024 by and between City of Las Vegas, New Mexico (“Client”), and Singleton Schreiber, LLP (“Firm”), as follows:

1. Scope of Representation

- 1.1. Client suffered damages as a result of the Calf Canyon/Hermits Peak Fire in Mora County and San Miguel, New Mexico. Client hires Attorney to investigate and potentially pursue claims against the entities alleged to have been responsible for causing the Calf Canyon/Hermits Peak Fire. This includes the Federal Emergency Management Agency, and other potentially related defendants.
- 1.2. The Firm agrees to provide the following legal services in connection with the matter described above, including: claim investigation; ascertainment of responsible parties; preparation and filing of suit/claim; prosecution of claim through alternative dispute resolution, including settlement negotiation; or legal action. If a court action is filed, the Firm will represent Client until settlement through alternative dispute resolution or judgment through trial is reached. The Firm will oppose any motion for a new trial or any other post-trial motions filed by an opposing party, and will make any appropriate post-trial motions on Client’s behalf.
- 1.3. Firm shall not be responsible for (1) any appeals taken from a trial court decision; (2) providing tax advice to Client; (3) collection of any judgments, verdicts, awards, or settlements; and/or (4) negotiation or litigation of liens. If Client desires any such services performed, then Attorney and Client can either make a separate agreement or Client can retain separate counsel. Attorney is not representing client for any first party “bad faith” claims against Client’s own insurance company.
- 1.4. If Client requires any such representation of services described in section 1.3, then Client will separately contract with the Firm for such representation or will hire separate counsel who specializes in these matters. The Firm will have first right of refusal to accept such further legal representation, which the Client will not unreasonably withhold.

The Client’s signatory, below, represents that it has the standing and authority to enter into this agreement with Firm on behalf of Client, and that any and all individuals with authority to both enter into the agreement and provide settlement approval in the event the matter does not proceed to trial have provided informed consent to enter into this agreement.

2. Attorney Fees

- 2.1. In compensation for the legal services to be rendered by the Firm, Client agrees to pay the Firm **fifteen percent (15%) of all gross amounts** recovered by way of settlement, trial, arbitration or similar proceeding.
- 2.2. As set forth in section 3, below, the “gross” amount is the amount that is recovered, prior to the reimbursement/deduction of costs and expenses. At the conclusion of the

case, all costs and expenses set forth and described in section 3, below, shall be deducted from the gross amount recovered. Firm shall receive 18% of the “gross” amount as Firm’s fee in this case, prior to any deduction.

If no recovery is made, then Client shall not owe Firm any fee. This contingency fee is not set by law but is negotiable between the parties.

3. Litigation Costs and Expenses

- 3.1. **Definition of Costs and Expenses.** Litigation costs and expenses are those costs necessary to properly investigate and prosecute Client’s case. This includes, but is not limited to, items such as the cost to retain experts and/or consultants on liability and damages, depositions, filing fees, court costs, travel to hearings and/or depositions, etc. It also includes any “common benefit” attorney fees and/or costs that are ordered or assessed by the Court in this proceeding and required to be paid out of Client’s settlement or verdict.
- 3.2. **Firm will advance costs.** The Firm will advance all expenses necessary for investigating, working-up and prosecuting Client’s case. Client grants the Firm the authority to incur reasonable costs without prior approval.
- 3.3. **Costs separate from Attorney Fees.** These costs and expenses are in addition to any attorney fees owed to Firm.
- 3.4. **Firm shall recover costs advanced.** When any funds are recovered for Client by way of settlement, verdict or arbitration award, the Firm shall be repaid for any costs advanced before any funds are distributed to Client and before any fees are paid to Firm. The costs include any reasonable expenses incurred by Firm on Client’s behalf in its representation, regardless of whether or not they are legally recoverable on a Bill of Costs submitted to the Court after trial.
- 3.5. **Calculation of “Gross” Fees and “Net” Client Recovery.** At the conclusion of Client’s case, the costs and expenses set forth in the paragraph 3.1 shall be deducted from the total amount recovered for Client by way of settlement, verdict, arbitration or other means. As set forth above, Firm shall receive 18% of the gross recovery as the attorney fee in this matter, and Client shall receive 82% of the gross recovery, minus the costs and expenses that are to be deducted and reimbursed to the Firm as set forth above.
- 3.6. **Client not responsible to repay advanced costs to firm if case is not successful.** If Client does not obtain any recovery, then Client shall not owe Firm any litigation costs or expenses incurred or advanced by the Firm. However, if any sanctions or other costs are assessed against Client by the Court, then Client, not Firm, shall be responsible for paying them.

4. Duty of Communication

The Firm shall keep Client reasonably informed about significant developments relating to the representation. Communication may take many forms (e.g., telephone calls, emails, mailings, text messages, etc.). Client gives the Firm permission to transmit and store images (photographic, digital or otherwise) through use of electronic means to any and all individuals Firm may deem appropriate and/or necessary for prosecution of Client’s case. By signing this Agreement, Client hereby consents to receiving information from the Firm electronically.

5. Discharge and Withdrawal and Lien

- 5.1. Client may discharge the Firm at any time, with or without good cause. The Firm may withdraw at any time, providing that doing so does not materially harm Client's interests. Any discharge or withdrawal must be done in writing.
- 5.2. In the event that Client discharges Firm, or Firm is forced to withdraw for good cause (e.g., Client's failure to cooperate with the Firm, Client's failure to comply with this Agreement, Client's demand that the Firm violate any Rules of Professional Conduct, or the Firm's determination that Client's claims lack sufficient merit, a conflict of interest, and/or a breach by Client of Client's duty of good faith and candor to the Firm), then the Firm shall have a lien upon Client's cause(s) of action and any judgment or settlement obtained thereon, and the proceeds of any recovery for the attorney's fees, and for any costs, plus interest, which the Firm may have advanced in prosecuting Client's claim. In the event that the Firm withdraws without good cause, then Firm's recovery is limited to the amount of the costs expenses that the Firm has advanced.
- 5.3. The amount of any lien for attorney's fees shall be determined based upon quantum meruit (in the event that a formal offer has been made by defendant) unless the amount of hours expended by the Firm would result in an hourly fee greater than the amount to which the Firm would be entitled under a quantum meruit method. In the event that the quantum meruit method for calculating attorney fees is not used, the calculation of attorney's fee will be based upon an hourly fee calculation using the hourly rates listed herein and the approximate hours expended. For the calculation of an hourly fee, Attorney's billing rates are \$950/hour for named partners, \$850/hour for partners, \$550/hour for all other attorneys, and \$125/hour for all paralegal work.
- 5.4. Client represents and agrees that Client has had a reasonable opportunity to consult an independent lawyer with respect to this lien and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that the Firm will have a lien as specified above.

_____ (Client initials here)

6. No Guarantee of Outcome

Client understands that no particular result or amount of compensation can be guaranteed or promised by the Firm. Nothing in this Agreement and nothing in the Firm's statements to Client will be construed as a promise or guarantee about the outcome of the matter. The Firm makes no such promises or guarantees. The Firm's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees.

7. Professional Liability Insurance Coverage

The Firm hereby notifies the Client that the Firm maintains professional liability insurance applicable to the services to be rendered pursuant to this Agreement.

8. Consent to Multiple Representations

- 8.1. Client understands that the Firm represents multiple other clients in addition to Client in the litigation regarding damages caused by the Calf Canyon/Hermits Peak Fire. At this stage, the Firm does not believe that there is an actual or likely conflict.

However, Clients should be aware that one or more Clients may have different grounds for recovery and/or be subject to different defenses than other Clients. Also, to the extent that any defendant or potential defendant has limited funds with which to satisfy claims that are brought against him, her, or it, conflicts may arise among Clients in the future. Conflicts could also arise if some Clients want to engage in settlement efforts and other Clients do not, or if defendants insist on making joint settlement offers. This may make settlement more difficult. In the event an actual conflict develops, and if the conflict were not waived, this may require one or more Clients to seek separate counsel, depending upon the particular circumstances presented.

- 8.2. The Firm has examined the reasonably foreseeable consequences of these multiple representations and is confident that they are in Client's interest because this will provide the Firm with greater knowledge about the claims and defendants. Client is free to ask the Firm about these multiple representations at any time, either now or in the future. The Firm will maintain strict confidentiality for each client, but will answer any non-confidential questions Client may have. At the present time, the Firm is not aware of any actual conflict of interest that would prevent the Firm from representing Client.
- 8.3. By signing this agreement, Client is acknowledging that Client has been advised that there is a potential conflict of interest as a result of the Firm representing multiple clients in the same litigation, and that despite this potential conflict, and with the full knowledge that the Firm will be representing other claimants in this matter, Client wishes the Firm to represent Client in this litigation.

By signing this agreement, Client is acknowledging that it has been advised to seek independent counsel and has had ample opportunity to do so with respect to this informed consent and waiver of conflicts as described above.

9. No Tax Advice

- 9.1. Client acknowledges that the Firm has not been retained to provide Client with any tax advice. Client further acknowledges that any documents prepared by the Firm may have tax ramifications for Client, and that any recovery of money, property, proceeds, or other benefits may have tax implications for Client. Client should consult with tax advisors to be sure Client understands and is certain of all potential tax consequences in connection with these matters.

10. Statute of Limitations

Client hereby understands and acknowledges that Client has been advised that there is a deadline for filing Client's case called the Statute of Limitations. Client is aware that the Firm may not be able to bring a claim on Client's behalf after this deadline and that the Firm may require further information from Client in order to proceed at all.

11. Authorization to Proceed

Client hereby authorizes the Firm to file suit on Client's behalf. By signing this agreement, the undersigned hereby agree to be bound by the terms and conditions set forth herein. This Agreement will take effect upon execution by Client and Attorney.

12. Disposition of Physical Case Files at the Conclusion of Case

Client understands and agrees that the Firm maintains electronic files and is not required to retain any hard copies of any document which the Firm keeps in electronic

form. Upon conclusion of the case, Client agrees to accept delivery of Client's physical case file; if Client refuses to accept delivery of the physical case file, Client agrees that the Firm may destroy the physical case file. Upon delivery or destruction of the case file, Client agrees to discharge the Firm from any obligation to keep or maintain any physical case files, and to hold the Firm harmless for such transfer, or for destruction of the documents comprising the physical case files in the event Client does not accept such transfer.

13. Dispute Between Attorney and Client

13.1. In the event any dispute arises out of this Agreement, the governing law shall be the laws of the State of New Mexico. If litigation is necessary to enforce the terms of this Agreement, then the prevailing party shall be entitled to recover its reasonable costs and attorney fees from the non-prevailing party provided that the prevailing party reasonably attempted to mediate the dispute in good faith before initiating litigation. Venue shall be in the New Mexico District Court of Bernalillo County

By signing this agreement, the undersigned hereby agree to be bound by the terms and conditions set forth herein:

THE FIRM

Singleton Schreiber, LLP

By: _____

Print Name: Brian S. Colón
Managing Partner, NM

Date: _____

CLIENT: City of Las Vegas, New Mexico

Print Legal Name: _____

Entity: _____

Position: _____

Date: _____



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

Meeting Date: July 12, 2024

Date Submitted: 6/5/24

Department: Judicial

Item/Topic: Request approval to Publish Ordinance No. 24-07, an ordinance to amend the Code of the City of Las Vegas by repealing §12-12-1.3 in its entirety, and by amending §20-13.A (Court Fees) and by repealing §20-13.C (Mandatory Fees.)and amending §20-13-D.

Fiscal Impact:

Attachments: Ordinance 24-07, HB 139 Summary, emails and current municipal code

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 : _____

Referred To: _____

Denied _____

Other _____

CITY OF LAS VEGAS, NEW MEXICO
Ordinance No. 24-07

**AN ORDINANCE TO AMEND the Code of the City of Las Vegas
by repealing §12-12-1.3 in its entirety, and by amending §20-13.A
(Court Fees) and by repealing §20-13.C (Mandatory Fees.)and amending §20-13-D.**

WHEREAS, the Municipal Court of the City of Las Vegas has collected certain correction fees, court automation fee, and judicial education fees from people convicted of certain traffic ordinances or ordinance carrying a potential penalty on incarceration; and

WHEREAS, these fees underwrite, in part, important court functions that protect the health, safety and welfare of the inhabitants of the City of Las Vegas; and

WHEREAS, in 2023, the New Mexico Legislature repealed the requirement for municipal courts to collect certain correction , court automation and judicial education fees; and

WHEREAS, the City of Las Vegas, New Mexico is a Home Rule municipality duly organized in accordance with Art. X, sec. 6 of the New Mexico Constitution and §§3-15-1 to 3-15-16 NMSA 1978; and

WHEREAS, the City of Las Vegas deems it necessary to raise the Municipal Court Docket fee and change the distribution of funds collected pursuant to that fee.

NOW THEREFORE BE IT ORDAINED by the Governing Body of the City of Las Vegas as follows:

Section 1. The Code of the City of Las Vegas hereby amends §20-13.A Docket fee as follows:

A. In addition to any amounts collected by the Municipal Court as required by the State of New Mexico or entities other than the City of Las Vegas, the Municipal Court shall collect ~~\$40~~ **\$49** for a court fee from any person who pleads guilty to any charge; pleads no contest to any charge; is found guilty regarding any charge; or from any person or entity filing a civil complaint for violation of any City ordinance, with the following exception. No such fee shall be collected from the City Attorney for the City of Las Vegas, a municipal code enforcement officer, a municipal Fire Department employee acting in their role as such an employee, a campus security officer acting in their role as such an officer, or a full-time salaried City of Las Vegas employee, county or state law enforcement officer, when the complaint is filed on behalf of a governmental entity. The Municipal Court may grant free process to any private party upon a showing of evidence of indigence. The Municipal Court may deny free process if it finds that the complaint, on its face, fails to sufficiently state a cause of action.

(1) **Distribution and use of fees.** For each fee of \$40 collected by the Municipal Court pursuant to § 20-13A, \$20 shall specifically go to the City's general fund, \$15 shall specifically be used for public safety purposes, and \$5 shall specifically be used for the Municipal Court building fund. The distribution and use of the \$49 Docket fee is as follows:

- a. \$20 shall specifically be deposited in the City's general fund and may be used for corrections-related expenses. (See: §20-13.D)
- b. \$15 shall specifically be used for public safety purposes.
- c. \$6 shall specifically be used for court automation purposes; and
- d. \$8 shall specifically be used for the Municipal Court building fund.

Section 2. The Code of the City of Las Vegas hereby further amends §20-13.C Mandatory Fees by repealing §20-13.C in its entirety.

Section 3. The Code of the City of Las Vegas hereby further amends §20-13.D as follows:

D. All money collected pursuant to subsection **B(1)A(1)(a)** of this section shall be deposited in a special fund in the municipal treasury and shall be used for:

PASSED, ADOPTED AND ENACTED this _____ day of _____, 2024

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

City Attorney



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

*Reviewed:

Tim Montgomery by MJA
Tim Montgomery, City Manager

6/4/2024
Date

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

Date Submitted: 6/4/2024

Department Submitting: Municipal Court

Submitter: Francesca Garcia

Documents to be reviewed: Ordinance to amend the Code of the City of Las Vegas (amending & replacing)

Deadline: ASAP

Submitter Comments: Please return by June 5, 2024

Received by CM - Office Mgr/HR: MJA

Date: 6/4/2024

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

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

Changes: _____

Date: _____

Randall D. Van Vleet
Attorney Review

06.06.2024
Date

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

James Hood
Finance Director

6-6-24
Date

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

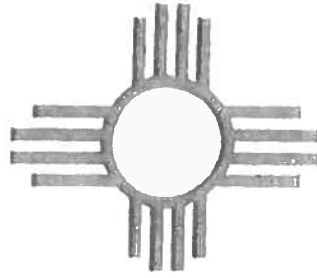
Tim Montgomery by MJA
Tim Montgomery, City Manager

6.6.2024
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.*



The Legislature
of the
State of New Mexico

56th Legislature, 1st Session

LAWS 2023

CHAPTER 184

HOUSE JUDICIARY COMMITTEE SUBSTITUTE FOR

HOUSE BILL 139, as amended

Introduced by



HB 139 Summary

Effective Date	Section	Page	Item
April 5, 2023* From HB 76			Regarding the Judicial Education Fund "JEC" – transfers administration of the Fund to the AOC and repeals fee funding. Education fees will go to the AOC until July 1, 2024.
June 16, 2023	Section 1 (B)	1-2	Expands community service options to include: "enrollment in job training or an academic or vocational program or participation in social service or rehabilitation programs"
June 16, 2023	Section 1 (B)	2	Community service credit towards fines, fees or costs will be "twice the rate of the prevailing state hourly minimum wage" – Defendants get credit at twice the state minimum wage for each hour of community service performed in lieu of fines or fees - \$24/hr for community service.
June 16, 2023	Section 1 (D)	2 - 3	Jail credit for confinement for failing to pay fines, fees, or costs "shall receive credit toward the fine, fees or costs at twenty-four times the rate of the state minimum wage for each day or portion of a day of incarceration" – Defendants get credit at the state minimum wage rate of \$12/hr for each hour in jail, when served in lieu of fines or fees.
June 16, 2023	Section 6	8	Jail credit for confinement for failing to pay fines, fees, or costs "shall receive credit toward the fine, fees or costs at twenty-four times the rate of the state minimum wage for each day or portion of a day of incarceration" – Defendants get credit at the state minimum wage rate of \$12/hr for each hour in jail, when served in lieu of fines or fees.
July 1, 2024	Section 2	3 - 4	Eliminates the Crime Laboratory (DWI) fee and provides funding through DFA.
July 1, 2024	Section 4	8	Regarding outstanding fees or costs assessed prior to July 1, 2024 "The court, by its own motion or by defendant petition, may waive fees or costs assessed prior to July 1, 2024."

July 1, 2024	Section 7	9 - 10	Regarding the Local Corrections Fund: "All balances in the local government corrections fund are to be appropriated to the local government division of the department of finance and administration." This includes any and all Corrections Fees assessed before July 1, 2024 and paid by a defendant on or after July 1, 2024.
July 1, 2024	Section 17 (H)	23	(H) Eliminates post-adjudication fees including correction fees (\$20), judicial education fees (\$3) and court automation fees (\$6): "After July 1, 2024, no court shall assess post-adjudication fees previously authorized by statute and now repealed."
July 1, 2024	Section 19	24	Repeals Statutes including 35-14-11 (Municipal Court Fees) and the \$85 DWI Lab fee and the \$75 DWI Prevention Fee under Section 31-12-7

Until July 1, 2024 – All \$3 Judicial Education Fees and \$6 Municipal Court Automation Fees will go to the AOC.

After July 1, 2024 the following Municipal Court Fees will be eliminated:

- \$85 DWI Lab Fee under Section 31-12-7(A) NMSA
- \$75 DWI Prevention Fee under Section 31-12-7(B) NMSA
- \$75 Substance Abuse Fee under Section 31-12-8(A) NMSA
- \$20 Corrections Fee under Section 35-14-11(B)(1) NMSA
- \$3 Judicial Education Fee under Section 35-14-11(B)(2) NMSA
- \$6 Municipal Court Automation Fee under Section 35-14-11(B)(3) NMSA

Nothing in this Bill affects the municipalities from adopting ordinances pursuant to Section 3-17-1 NMSA 1978.

Administrative Office of the Courts

Supreme Court of New Mexico

Arthur W. Pepin, Director



202 E. Marcy Street
Santa Fe, NM 87501

MEMORANDUM

TO: New Mexico Municipal Courts and their Municipalities
FROM: Arthur Pepin, Director, Administrative Office of the Courts
DATE: April 1, 2024
RE: Elimination of the MCAF as of June 30, 2024

A handwritten signature in blue ink, appearing to be "A. W. Pepin", written over the "RE:" line of the memorandum.

I have been told that some confusion may still exist regarding the legislative action on fees taken during the 2023 legislative session. This email reiterates that as of July 1, 2024, AOC will no longer receive or administer the municipal court automation fee.

As you are aware, the Legislature passed and Governor Lujan Grisham signed HB139 following the 2023 legislative session. You probably recall that the statute that has been eliminated, Section 35-14-11A, provides that, "Every municipality shall enact an ordinance requiring assessment of corrections fees, judicial education fees and court automation fees to be collected as court costs and used as provided in this section." One provision of HB139 eliminated the municipal court automation fee as of June 30, 2024. Until June 30, 2024, but not after, NMSA 1978, Section 35-14-11B(3), requires assessment and collection of a \$6 fee to be deposited in the municipal court automation fund administered by the AOC (per Sections 35-14-11H and 34-9-12). AOC will not collect or administer the former municipal court automation fee as of July 1, 2024.

In the 2024 legislative session, AOC requested but was not granted general funds to continue the functions of the municipal court automation fund from which AOC reimbursed municipalities for court automation purchases. The result of the Legislature choosing not to fund this request is that after June 30, 2024, AOC will not have funds to reimburse municipalities for automation purchases.

I appreciate the collaboration between AOC and the municipal courts on automation efforts over many years. While the Legislature's action eliminates the municipal court automation fee and its administration by AOC, I trust that municipal courts will work with their municipal governments to meet statutory reporting requirements, especially in DWI and domestic violence cases as required by Section 35-14-12, "providing on a timely basis electronic records in a format specified by the judicial information system council tracking convictions of violations of municipal ordinances prohibiting driving while under the influence of intoxicating liquor or drugs and prohibiting domestic violence.



Casandra Fresquez <cfresquez@lasvegasnm.gov>

Fwd: More Important news from AOC/MCAP

1 message

Francesca Garcia <fgarcia@lasvegasnm.gov>

Wed, May 22, 2024 at 9:27 AM

To: Tim Montgomery <tmontgomery@lasvegasnm.gov>

Cc: Eddie Trujillo <etrujillo@lasvegasnm.gov>, Casandra Fresquez <cfresquez@lasvegasnm.gov>, Mary Jean Aragon <mjaragon@lasvegasnm.gov>

Good morning,

RE: Follow up on the City Ordinance needed to collect court fees after July 1, 2024.

I am just wondering where we are in this process to get this item on the agenda before the end of the fiscal year.

Below is an email from Administrative Office of the Courts(AOC) with updated information regarding the AOC/JEC fees that will revert to the State General Fund. I have also attached an AOC memo that was shared previously regarding court fees.

Please note that a clarification is needed by the City Attorney's office to address the current Corrections fees collected after July 1, 2024 and whether they will remain with the City General Fund.

The ordinance would rescind the old state fees and add following new fees:

\$6.00 LVMC court automation fee

\$3.00 LVMC Building fund

For Reference:

<https://ecode360.com/14555765?highlight=court,court%20automation,courts&searchId=25299267828331937#14555765><https://ecode360.com/14556790?highlight=building%20fund,fund,funds,municipal,municipality&searchId=25299202484790290#14556790>

Please advise.

Thank you,
Francesca Garcia
Court Administrator
Las Vegas Municipal Court
(505)425-9403

----- Forwarded message -----

From: Charles Berry <cberry@nmcourts.gov>

Date: Thu, Apr 25, 2024 at 9:23 AM

Subject: More Important news from AOC/MCAP

To: Eddie Trujillo <etrujillo@lasvegasnm.gov>, Francesca Garcia <fgarcia@lasvegasnm.gov>, <tmontgomery@lasvegasnm.gov>

CMS/Case management software updates

- Dollie Williams from JSI/Avenu forwarded out documentation for FullCourt Enterprise users on updating their fee schedules for FY25.

- I forwarded out information that Tyler put together for Incode 10 earlier this week. If you need a copy of either, please let me know.

- **Incode 9 Users will need to contact Tyler directly for help updating their Fee schedules.** Caselle, Sleuth, Asyst & Omnigo users will need to contact their CMS support group for assistance.

Updated Fee information

- **Any Fee revenues (AOC/JEC) received by AOC on or after July 1, 2024 will be posted to the General Fund and will not be available to either program.** This includes the fee revenues you collect during the month of June 2024.

- **If you are behind on sending in your AOC/JEC fees, please make every effort to get caught up.** Also, please submit your reporting/check requests to your finance department for your April and May revenues as soon as possible so your FY24 fee revenues will get to AOC programs. Please send me copies of your reports/check requests so I can estimate revenues and budget for final program reimbursements.

- **The AOC Attorneys have determined that HB139 does not specifically address the Corrections Fees that you collect on any outstanding fee obligations after July 1, 2024.** Please work with your City Attorney, the New Mexico Municipal League, and the Local Government Division at the NM Department of Financial Affairs (<https://www.nmdfa.state.nm.us/local-government/>) to determine where those fees should be sent.


Reimbursement Requests for FY24 Case Management System Invoices

- **If you are planning to submit FY24 monthly/quarterly or annual CMS Maintenance invoices for reimbursement, I need the invoices emailed to me by close of business on Monday June 3, 2024.** Payment information must be emailed to me by the close of business on Friday June 14, 2024.

If any of this changes, or any additional information becomes available I will send out an update. If you have any questions that have not been addressed please send them via email.

Charles E. Berry
IT Project Manager | Court Operations Division
Administrative Office of the Courts
[202 East Marcy Street](#)
Santa Fe, New Mexico 87501

cberry@nmcourts.gov
505.819.9162

 **AOC email 2024-04-01 A Pepin (1).pdf**
600K

Chapter 12. Traffic Regulations

Article XII. Penalties and Procedures On Arrest

§ 12-12-1.3. Mandatory fees upon conviction.

- A. There is imposed upon any person convicted of violating any municipal ordinance the penalty for which carries a potential jail term or any ordinance relating to the operation of a motor vehicle the following mandatory fees:
- (1) A corrections fee of \$20;
 - (2) A judicial education fee of \$3; and
 - (3) A court automation fee of \$6.
- B. As used in this chapter, "convicted" means the defendant has been found guilty of a criminal charge by the Municipal Judge, either after trial, a plea of guilty or a plea of nolo contendere, or has elected to pay a penalty assessment in lieu of trial.
- C. All corrections fees collected shall be deposited in a special corrections fund in the municipal treasury and shall be used only for:
- (1) Municipal jailer training;
 - (2) Construction planning, construction, operation and maintenance of the municipal jail;
 - (3) Paying the costs of housing the municipality's prisoners in a county jail or detention facility or housing juveniles in a detention facility;
 - (4) Complying with federal match or contribution requirements relating to jails or juvenile detention facilities;
 - (5) Providing inpatient treatment or other substance abuse programs in conjunction with or as an alternative to jail sentencing;
 - (6) Defraying the cost of transporting prisoners to jails or juvenile detention facilities; or
 - (7) Providing electronic monitoring systems.
- D. A municipality may credit the interest collected from fees deposited in the special corrections fund to the municipality's general fund.
- E. All judicial education fees collected shall be remitted monthly to the State Treasurer for credit to the judicial education fund and shall be used for the education and training, including production of benchbooks and other written materials, of Municipal Judges and other Municipal Court personnel.
- F. All court automation fees collected shall be remitted monthly to the State Treasurer for credit to the municipal court automation fund and shall be used for the purchase and maintenance of court automation systems in the Municipal Courts. The court automation system shall have the capability of providing, on a timely basis, electronic records in a format specified by the judicial information system council. (35-14-11 NMSA 1978)

City of Las Vegas, NM
Wednesday, June 5, 2024

Chapter 20. Court, Municipal

Article IV. Costs

§ 20-13. Docket fee; maximum penalty; remittance of money to certain funds.

A. Court fee. In addition to any amounts collected by the Municipal Court as required by the State of New Mexico or entities other than the City of Las Vegas, the Municipal Court shall collect \$40 for a court fee from any person who pleads guilty to any charge; pleads no contest to any charge; is found guilty regarding any charge; or from any person or entity filing a civil complaint for violation of any City ordinance, with the following exception. No such fee shall be collected from the City Attorney for the City of Las Vegas, a municipal code enforcement officer, a municipal Fire Department employee acting in their role as such an employee, a campus security officer acting in their role as such an officer, or a full-time salaried City of Las Vegas employee, county or state law enforcement officer, when the complaint is filed on behalf of a governmental entity. The Municipal Court may grant free process to any private party upon a showing of evidence of indigence. The Municipal Court may deny free process if it finds that the complaint, on its face, fails to sufficiently state a cause of action.

[Amended 2-10-2021 by Ord. No. 21-01; 5-12-2021 by Ord. No. 21-10]

(1) For each fee of \$40 collected by the Municipal Court pursuant to § 20-13A, \$20 shall specifically go to the City's general fund, \$15 shall specifically be used for public safety purposes, and \$5 shall specifically be used for the Municipal Court building fund.

B. Maximum penalty. Unless a lesser maximum penalty or a specific penalty is established by ordinance for a particular offense, the maximum penalty for violation of any City ordinance shall be as follows:

(1) Except for those violations of ordinances described in Subsection **B(2)** and **(3)** below, of this section, a fine of not more than \$500 or imprisonment for not more than 90 days, or both;

(2) For violation of an ordinance prohibiting driving a motor vehicle while under the influence of intoxicating liquor or drugs, a fine of not more than \$999 or imprisonment for not more than 179 days, or both; and

(3) For violation of an industrial user wastewater pretreatment ordinance as required by the United States Environmental Protection Agency, a fine of not more than \$999 a day for each violation.

C. Mandatory fees collected upon conviction. In addition to any fine or imprisonment described in Subsection **B** of this section, there is imposed upon any person convicted of violating any City ordinance, the penalty for which carries a potential jail term, or violation of any ordinance under the City's Traffic Code and/or the City's Criminal Code the following mandatory fees:

[Amended 12-14-1995 by Ord. No. 84-11; 6-10-1998 by Ord. No. 86-42; 7-16-2003 by Ord. No. 03-10; 8-5-2009 by Ord. No. 09-14^[1]]

(1) A corrections fee of \$20;

(2) A judicial education fee of \$3; and

- (3) A court automation fee of \$6.
 - (4) A person convicted of driving a motor vehicle while under the influence of intoxicating liquor or drug in violation of § 12-6-12.1A, B, C or D shall be assessed, in addition to any other fee or fine, a fee of \$65 to defray the costs of chemical and other tests utilized to determine the influence of liquor or drug.
 - [1] *Editor's Note: This ordinance provided that the provisions of § 20-19C(1) and (2), below, are retroactive to 7-1-2003.*
- D. All money collected pursuant to Subsection **B(1)** of this section shall be deposited in a special fund in the municipal treasury and shall be used for:
[Amended 7-16-2003 by Ord. No. 03-10; 8-5-2009 by Ord. No. 09-14]
- (1) Municipal jailer or juvenile detention officer training;
 - (2) The construction planning, construction, operation and maintenance of a municipal jail or juvenile detention facility;
 - (3) Paying the cost of housing municipal prisoners in a county jail or detention facility or housing juveniles in a detention facility;
 - (4) Complying with match or contribution requirements for the receipt of federal funds relating to jails or juvenile detention facilities;
 - (5) Providing inpatient treatment or other substance abuse programs in conjunction with or as an alternative to jail sentencing;
 - (6) Defraying the cost of transporting prisoners to jails or juveniles to juvenile detention facilities; or
 - (7) Providing electronic monitoring system.
- E. A municipality may credit the interest collected from fees deposited in the special fund pursuant to Subsection **D** of this section to the municipality's general fund.
[Added 7-16-2003 by Ord. No. 03-10; amended 8-5-2009 by Ord. No. 09-14]
- F. All money collected pursuant to Subsection **C(2)** of this section shall be remitted monthly to the State Treasurer for credit to the judicial education fund and shall be used for the education and training, including production of bench books and other written materials, of municipal judges and other municipal court employees.
[Amended 7-16-2003 by Ord. No. 03-10; 8-5-2009 by Ord. No. 09-14]
- G. All money collected pursuant to Subsection **C(3)** of this section shall be remitted monthly to the State Treasurer for credit to the municipal court automation fund and shall be used for the purchase and maintenance of court automation systems in the municipal courts. The court automation systems shall have the capability of providing, on a timely basis, electronic records in a format specified by the Judicial Information Systems Council.
[Amended 7-16-2003 by Ord. No. 03-10; 8-5-2009 by Ord. No. 09-14]
- H. As used in this section, "convicted" means the defendant has been found guilty of a criminal charge by a Municipal Judge, either after trial, a plea of guilty or a plea of nolo contendere.
[Added 7-16-2003 by Ord. No. 03-10; amended 8-5-2009 by Ord. No. 09-14]



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

Meeting Date: June 12, 2024

Date Submitted: 06/05/2024

Department: Executive Office

Item/Topic: Request approval to amend current Professional Services Agreement, 4042-24, with ADVISE | A Modern Law Firm and the City to increase the maximum compensation payable from \$20,000.00 to \$35,000.00.

Fiscal Impact: Increase of \$15,000.00 to each agreement for a total of \$45,000.00. There are currently monies available in the City Attorney's Office budget to cover increase.

Attachments: Approval Form, Amendment to Professional Services Agreement, Professional Services Agreement 4042-24

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**

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

Continued : _____
Referred To: _____
Denied _____
Other _____



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

***Reviewed:**

[Signature]
Tim Montgomery, City Manager

06/04/2024
Date

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

Date Submitted: *June 4, 2024*

Department Submitting: *Attorney's Office* Submitter: *Stephen F. Aragon*

Documents to be reviewed: *Amendment to Professional Services Agreement, for ADVISE | A Modern Law Firm*

Deadline: *June 6, 2024*

Submitter Comments: *To amend current Professional Services Agreement, 4042-24, with ADVISE | A Modern Law Firm and the City to increase the maximum compensation payable from \$20,000.00 to \$35,000.00.*

Received by CM - Office Mgr/HR: *Stephen F. Aragon* Date: *June 4, 2024*

City Manager / HR Comments: _____

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

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

1 Changes: [Signature] Date: 6/4/24
Attorney Review **Date**

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

2 [Signature] 6-5-24
Finance Director **Date**

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

3 [Signature] 06/05/2024
Tim Montgomery, City Manager **Date**

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

***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.**

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT ("Amendment") is made and entered into this ____ day of _____, 2024 ("Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality with a principal place of business at 1700 North Grand Avenue, Las Vegas, New Mexico ("City"), and ADVISE | A Modern Law Firm, a New Mexico corporation with a principal place of business at 1103 National Ave, Office #107, Las Vegas, New Mexico ("Contractor").

WHEREAS, the Contractor and City entered into a Professional Services Agreement dated December 20, 2023 (the "Agreement"), Agreement 4042-24; and

WHEREAS, the Contractor and City desire to amend the Agreement to increase the maximum compensation payable thereunder.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Compensation.** Section 2, subsection A, of the Agreement, entitled "COMPENSATION" (the "Compensation Section"), is hereby amended by deleting the phrase "\$20,000.00" and replacing it in its entirety with "\$35,000.00".
2. **Entire Agreement.** This Amendment, together with the Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
3. **Severability.** If any provision of this Amendment is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.
4. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

ATTEST

By: _____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY

By: 
Attorney

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Tim Montgomery, City Manager

ADVISE | A MODERN LAW FIRM

By: _____
Ambrosio E. Castellano Jr.
ADVISE | A Modern Law Firm

By: _____
Julio P. Garcia
ADVISE | A Modern Law Firm

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023 (“Effective Date”), by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”); and ADVISE | A Modern Law Firm (“Contractor”).

1. SCOPE OF WORK.

The Contractor shall provide advice and assistance to the City in the following areas: (1) to represent the City in local government law, governmental ethics and public administration, as needed; (2) to provide legal advice and consultation, as needed; (3) attend City Council Meetings, as needed; (4) provide legal representation for Municipal Court cases, as needed; and (3) as otherwise directed by the City.

2. COMPENSATION.

A. The total amount of compensation under the Agreement shall not exceed \$20,000.00, unless through mutual agreement of the parties. The City shall pay to the Contractor the rate of \$225.00 per hour for Senior Attorney, \$100.00 per hour for Paralegal and \$50.00 per hour for Legal Assistant for legal services rendered. The Contractor shall be paid \$100.00 per hour for travel time, and actual costs for lodging expenses and postage.

B. The City shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Agreement. Payment shall be made at the end of each month, upon receipt of a detailed statement containing a report of work completed and disposition of same.

C. The City will be provided a copy of file documents during the term of representation. Any additional copies, including a copy of the file during or after termination of this contract, will be provided at actual cost for the copies, preparation thereof, and any delivery/shipment.

3. TERM.

The term of this Agreement is the Effective Date through December 20, 2024.

4. TERMINATION.

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

5. STATUS OF CONTRACTOR.

The Contractor, and his agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

6. ASSIGNMENT.

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

7. SUBCONTRACTING.

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

8. RECORDS AND AUDITS.

The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

9. APPROPRIATIONS.

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

10. RELEASE.

The Contractor, upon final payment of any amounts due under this Agreement, released the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. CONFIDENTIALITY.

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

12. AMENDMENT.

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

13. SCOPE OF AGREEMENT.


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

14. APPLICABLE LAW.

This Agreement shall be governed by the ordinance of the City of Las Vegas and the laws of the State of New Mexico.

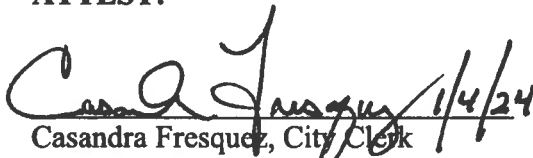
IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF LAS VEGAS, NEW MEXICO



Timothy Montgomery, Interim City Manager

ATTEST:




Casandra Fresquez, City Clerk

CONTRACTOR:



Ambrosio E. Castellano Jr.
ADVISE | A Modern Law Firm



Jého P. Garcia
ADVISE | A Modern Law Firm

State Taxation and Revenue
Department Taxpayer
Identification Number:

Federal Tax Payer
Identification Number:



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

Meeting Date: June 12, 2024

Date Submitted: 06/05/2024

Department: Executive Office

Item/Topic: Request approval to amend current Professional Services Agreement, 4041-24, with New Mexico Local Government Law, LLC and the City to increase the maximum compensation payable from \$20,000.00 to \$35,000.00.

Fiscal Impact: Increase of \$15,000.00 to each agreement for a total of \$45,000.00. There are currently monies available in the City Attorney's Office budget to cover increase.

Attachments: Approval Form, Amendment to Professional Services Agreement, Professional Services Agreement 4041-24

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**

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

Continued : _____
Referred To: _____
Denied _____
Other _____



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

***Reviewed:**

[Signature]
Tim Montgomery, City Manager

06/04/2024
Date

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

Date Submitted: *June 4, 2024*

Department Submitting: *Attorney's Office* Submitter: *Stephen F. Aragon*

Documents to be reviewed: *Amendment to Professional Services Agreement, for New Mexico Local Government Law, LLC*

Deadline: *June 6, 2024*

Submitter Comments: *To amend current Professional Services Agreement, 4041-24, with New Mexico Local Government Law, LLC and the City to increase the maximum compensation payable from \$20,000.00 to \$35,000.00.*

Received by CM - Office Mgr/HR: *Stephen F. Aragon* Date: *June 4, 2024*

City Manager / HR Comments: _____

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

Approved / Disapproved: (Reason for Disapproval): _____

1

Changes:
[Signature]
Attorney Review

Date: _____
6/4/24
Date

Approved / Disapproved: (Reason for Disapproval): _____

2

[Signature]
Finance Director

6-5-24
Date

Approved / Disapproved: (Reason for Disapproval): _____

3

[Signature]
Tim Montgomery, City Manager

06/05/2024
Date

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

**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.*

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT ("Amendment") is made and entered into this ____ day of _____, 2024 ("Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality with a principal place of business at 1700 North Grand Avenue, Las Vegas, New Mexico ("City"), and New Mexico Local Government Law, LLC, a New Mexico corporation with a principal place of business at 6121 Indian School Road NE #202, Albuquerque, New Mexico ("Contractor").

WHEREAS, the Contractor and City entered into a Professional Services Agreement dated December 20, 2023 (the "Agreement"), Agreement 4041-24; and

WHEREAS, the Contractor and City desire to amend the Agreement to increase the maximum compensation payable thereunder.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. **Amendment to Compensation.** Section 2, subsection A, of the Agreement, entitled "COMPENSATION" (the "Compensation Section"), is hereby amended by deleting the phrase "\$20,000.00" and replacing it in its entirety with "\$35,000.00".
2. **Entire Agreement.** This Amendment, together with the Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
3. **Severability.** If any provision of this Amendment is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.
4. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

ATTEST

By: _____
Casandra Fresquez, City Clerk

**APPROVED AS TO LEGAL
SUFFICIENCY**

By: 
Attorney

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Tim Montgomery, City Manager

**NEW MEXICO LOCAL GOVERNMENT
LAW, LLC**

By: _____
Randy M. Autio, Manager

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023 (“Effective Date”), by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”); and New Mexico Local Government Law, LLC (“Contractor”).

1. **SCOPE OF WORK.**

The Contractor shall provide advice and assistance to the City in the following areas: (1) to represent the City in local government law, governmental ethics and public administration, as needed; (2) to provide legal advice and consultation, as needed; (3) attend City Council Meetings, as needed; (4) provide legal representation for Municipal Court cases, as needed; and (3) as otherwise directed by the City.

2. **COMPENSATION.**

A. The total amount of compensation under the Agreement shall not exceed \$20,000.00, unless through mutual agreement of the parties. The City shall pay to the Contractor the rate of \$180.00 per hour for Senior Attorney, \$140.00 per hour for Junior Attorney and \$80.00 per hour for Paralegal for legal services rendered. The Contractor shall be paid ½ of the hourly rate for travel time, and actual costs for mileage, meals and lodging expenses; and all other incidental expenses such as copying, and filing fees.

B. The City shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Agreement. Payment shall be made at the end of each month, upon receipt of a detailed statement containing a report of work completed and disposition of same.

C. The City will be provided a copy of file documents during the term of representation. Any additional copies, including a copy of the file during or after termination of this contract, will be provided at actual cost for the copies, preparation thereof, and any delivery/shipment.

3. **TERM.**

The term of this Agreement is the Effective Date through December 20, 2024.

4. **TERMINATION.**

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

5. **STATUS OF CONTRACTOR.**

The Contractor, and his agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

6. ASSIGNMENT.

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

7. SUBCONTRACTING.

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

8. RECORDS AND AUDITS.

The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

9. APPROPRIATIONS.

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

10. RELEASE.

The Contractor, upon final payment of any amounts due under this Agreement, released the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. CONFIDENTIALITY.

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

12. AMENDMENT.

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

13. SCOPE OF AGREEMENT.

This Agreement incorporates all the agreement, covenants, and understandings between the parties hereto concerning the subject matter hereto, and all such covenants, agreement and understandings have been merged into this written Agreement. No prior Agreement or

understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Agreement.

14. APPLICABLE LAW.

This Agreement shall be governed by the ordinance of the City of Las Vegas and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF LAS VEGAS, NEW MEXICO



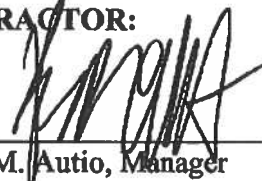
Timothy Montgomery, Interim City Manager

ATTEST:

 1/4/24

Casandra Fresquez, City Clerk

CONTRACTOR:



Randy M. Autio, Manager
New Mexico Local Government Law, LLC

State Taxation and Revenue
Department Taxpayer
Identification Number: 03-518826-00-0

Federal Tax Payer
Identification Number: 84-4750217



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

Meeting Date: June 12, 2024

Date Submitted: 06/05/2024

Department: Executive Office

Item/Topic: Request approval to amend current Professional Services Agreement, 4043-24, with Ortiz & Zamora, Attorneys at Law, LLC and the City to increase the maximum compensation payable from \$20,000.00 to \$35,000.00.

Fiscal Impact: Increase of \$15,000.00 to each agreement for a total of \$45,000.00. There are currently monies available in the City Attorney's Office budget to cover increase.

Attachments: Approval Form, Amendment to Professional Services Agreement, Professional Services Agreement 4043-24

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**

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

Continued : _____
Referred To: _____
Denied _____
Other _____



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

***Reviewed:**

[Signature]
Tim Montgomery, City Manager

06/04/2024
Date

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

Date Submitted: *June 4, 2024*

Department Submitting: *Attorney's Office* Submitter: *Stephen F. Aragon*

Documents to be reviewed: *Amendment to Professional Services Agreement, for Ortiz & Zamora, Attorneys at Law, LLC*

Deadline: *June 6, 2024*

Submitter Comments: *To amend current Professional Services Agreement, 4043-24, with Ortiz & Zamora, Attorneys at Law, LLC and the City to increase the maximum compensation payable from \$20,000.00 to \$35,000.00.*

Received by CM - Office Mgr/HR: *Stephen F. Aragon* Date: *June 4, 2024*

City Manager / HR Comments: _____

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

Approved / Disapproved: (Reason for Disapproval): _____

1 Changes: [Signature] Date: 6/4/24
Attorney Review **Date**

2 Approved / Disapproved: *(Reason for Disapproval):* _____
[Signature] 6-5-24
Finance Director **Date**

3 Approved / Disapproved: *(Reason for Disapproval):* _____
[Signature] 06/05/2024
Tim Montgomery, City Manager **Date**

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

****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.***

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT ("Amendment") is made and entered into this ____ day of _____, 2024 ("Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality with a principal place of business at 1700 North Grand Avenue, Las Vegas, New Mexico ("City"), and Ortiz & Zamora, Attorneys at Law, LLC, a New Mexico corporation with a principal place of business at 530b Harkle Road Santa Fe, New Mexico ("Contractor").

WHEREAS, the Contractor and City entered into a Professional Services Agreement dated December 20, 2023 (the "Agreement"), Agreement 4043-24; and

WHEREAS, the Contractor and City desire to amend the Agreement to increase the maximum compensation payable thereunder.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

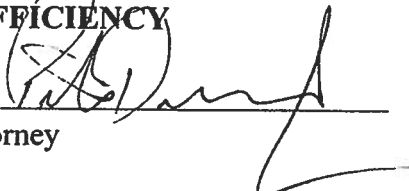
1. **Amendment to Compensation.** Section 2, subsection A, of the Agreement, entitled "COMPENSATION" (the "Compensation Section"), is hereby amended by deleting the phrase "\$20,000.00" and replacing it in its entirety with "\$35,000.00".
2. **Entire Agreement.** This Amendment, together with the Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
3. **Severability.** If any provision of this Amendment is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.
4. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

ATTEST

By: _____
Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY

By:  _____
Attorney

CITY OF LAS VEGAS, NEW MEXICO

By: _____
Tim Montgomery, City Manager

ORTIZ & ZAMORA, ATTORNEYS AT LAW, LLC

By: _____
Tony F. Ortiz
Ortiz & Zamora, Attorneys at Law, LLC

By: _____
Geno Zamora
Ortiz & Zamora, Attorneys at Law, LLC

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of December, 2023 (“Effective Date”), by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”); and Ortiz & Zamora, Attorneys at Law, LLC (“Contractor”).

1. **SCOPE OF WORK.**

The Contractor shall provide advice and assistance to the City in the following areas: (1) to represent the City in local government law, governmental ethics and public administration, as needed; (2) to provide legal advice and consultation, as needed; (3) attend City Council Meetings, as needed; (4) provide legal representation for Municipal Court cases, as needed; and (3) as otherwise directed by the City.

2. **COMPENSATION.**

A. The total amount of compensation under the Agreement shall not exceed \$20,000.00, unless through mutual agreement of the parties. The City shall pay to the Contractor according to the Fee and Cost Schedule attached.

B. The City shall pay the Contractor the New Mexico gross receipts tax levied on the amounts payable under this Agreement. Payment shall be made at the end of each month, upon receipt of a detailed statement containing a report of work completed and disposition of same.

C. The City will be provided a copy of file documents during the term of representation. Any additional copies, including a copy of the file during or after termination of this contract, will be provided at actual cost for the copies, preparation thereof, and any delivery/shipment.

3. **TERM.**

The term of this Agreement is the Effective Date through December 20, 2024.

4. **TERMINATION.**

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

5. **STATUS OF CONTRACTOR.**

The Contractor, and his agents and employees, are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement.

6. **ASSIGNMENT.**

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

7. SUBCONTRACTING.

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

8. RECORDS AND AUDITS.

The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration and the State Auditor. The City shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

9. APPROPRIATIONS.

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

10. RELEASE.

The Contractor, upon final payment of any amounts due under this Agreement, released the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11. CONFIDENTIALITY.

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

12. AMENDMENT.

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

13. SCOPE OF AGREEMENT.

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

14. APPLICABLE LAW.

This Agreement shall be governed by the ordinance of the City of Las Vegas and the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

CITY OF LAS VEGAS, NEW MEXICO



Timothy Montgomery, Interim City Manager

ATTEST:



Casandra Fresquez, City Clerk

CONTRACTOR:



Tony F. Ortiz
Ortiz & Zamora, Attorneys at Law, LLC



Geno Zamora
Ortiz & Zamora, Attorneys at Law, LLC

State Taxation and Revenue
Department Taxpayer
Identification Number:

Federal Tax Payer
Identification Number:



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

Meeting Date: June 12, 2024

Date Submitted: 5/22/24

Department: Human Resource

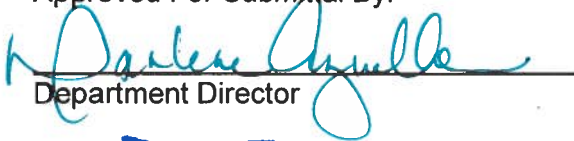
Item/Topic: In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H)(5), Collective Bargaining Strategy, **Discussion regarding the Las Vegas Police Officer's Association (LVPOA) Collective Bargaining Unit agreement and the International Firefighters Association (IAFF) Collective Bargaining Unit agreement.**

Fiscal Impact: N/A

Attachments: None

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 _____