

City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701

505-454-1401 lasvegasnm.gov



MAYOR DAVID ROMERO

**CITY OF LAS VEGAS
REGULAR CITY COUNCIL MEETING
February 12, 2025-Wednesday-5:30 p.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

City Council Meetings are

Available via YouTube

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. MOMENT OF SILENCE

V. APPROVAL OF AGENDA

VI. 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

VIII. COUNCILORS' REPORTS

IX. PRESENTATIONS (not to exceed 10-15 minutes)

- Presentation by No. 11 Trolley Tours speaking on ideas regarding safe designated zones for unloading and loading passengers in our community for the trolley and other tour buses that bring tourists.
- Presentation by Maria Sanchez working with Mora/San Miguel Cooperative and T&D Services speaking on the Hazard Tree Cutting and Removal Project.

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

X. **APPROVAL OF MINUTES (January 8th, January 15th Special Joint Meeting and January 15th Regular Meeting, 2025)**

XI. **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 Addendum #1 to Contract #4061-24 with Hacienda Home Centers for building materials and related supplies.

Travis Martinez, Water Director RFP No. 2024-13 was awarded on 3-7-24 and Agreement #4061-24 was signed on 3-7-24. The extended term of the agreement will be for one year.

2. Request approval of Addendum #1 to Contract #4063-24 with Pat Romero Feed & Supply for building materials and related services.

Travis Martinez, Water Director RFP No. 2024-13 was awarded on 3-11-24 and Agreement #4063-24 was signed on 3-11-24. The extended term of the agreement will be for one year.

3. Request approval of Addendum #1 to Contract #4062-24 with BTU DO IT BEST for building materials and related services.

Travis Martinez, Water Director RFP No. 2024-13 was awarded on 3-11-24 and Agreement #4062-24 was signed on 3-11-24. The extended term of the agreement will be for one year.

4. Request approval of Addendum #2 to Contract #3948-23 with Souder Miller & Associates for Water and Waste Water Treatment Plant Management.

Travis Martinez, Water Director RFP No. 2023-04 was awarded on 3-8-23 and Agreement #3948-23 was signed on 3-8-23. The extended term of the agreement will be for one year.

5. Request approval to accept Project Agreement from the New Mexico Department of Transportation, Traffic Safety Division in the amount of \$18,192.00.

Caleb Marquez, Police Chief This grant will be used by the Las Vegas Police Department for overtime to conduct ENDWI, Buckle-Up, Selective Training Enforcement Program (S.T.E.P.) operations throughout the City.

XII. BUSINESS ITEMS

1. Conduct a Public Hearing and request approval of Ordinance No. 25-01 to amend the official zoning map of the City of Las Vegas by rezoning the property at 109 Grand Avenue from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone).

Lucas Marquez, Community Development Director Mr. Phillip Warfield has petitioned the City of Las Vegas to rezone the property at 109 Grand Avenue. On January 13, 2025 the Planning & Zoning Board of Adjustments heard this case and recommended approval of the zone change.

2. Request approval to enter into contract with Tierra Encantada Farmers Market.

Lucas Marquez, Community Development Director Mr. Shane Flores has approached the City of Las Vegas for approval to use the City property located at 2523 Hot Springs Boulevard.

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

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

4. Request approval to award RFP #2025-17 for Portable Flame Ionization to both Heath Consultants Inc. and Leak Detection Service Inc. and enter into contracts.

David Marquez, Gas Director RFP #2025-17 was advertised on 11-22-24 in the Las Vegas Optic, Albuquerque Journal and City Website. There were two proposals; Heath Consultants Inc. and Leak Detection Services Inc.

5. The International Association of Firefighters' (IAFF) has formally requested to open negotiations for two (2) economic articles and four (4) non-economic articles.

Tim Montgomery, City Manager This is in accordance with Article 39 – Terms of the Agreement of the International Association of Firefighters Collective Bargaining Agreement. At this time, the City Management Team is requesting approval to open up negotiations with IAFF.

6. Request approval of Resolution No. 25-02 to apply for and assuring of matching funds for the Cooperative Municipal Program Grant (COOP) for a total project amount of \$200,180.00.

Arnold Lopez, Public Works Director The City of Las Vegas will be contributing their share of 25% (\$50,045.00), New Mexico Department of Transportation's share being 75% (150,135.00) for 685 feet of pavement maintenance and concrete work on Ridge Runner Rd.

7. Request approval of Resolution 25-03 to accept a Capital Appropriation Grant Offer in the amount of \$150,000.00 for fiscal year 2025 administered by the New Mexico Department of Transportation (NMDOT).

Arnold Lopez, Public Works Director NMDOT's share being 100% or \$150,000.00 of amount awarded for the plan, design, and construction of road improvements on Lutheran Lane to include the intersection at Collins Drive.

8. Request approval of Resolution No. 25-04 to apply for and assuring of matching funds for the Congestion Mitigation and Air Quality (CMAQ) grant for a total project amount of \$1,456,814.77.

Arnold Lopez, Public Works Director The City of Las Vegas will be contributing their share of 14.56% (\$212,112.23), New Mexico Department of Transportation's share being 85.44% (\$1,244,702.54) for the plan, design, construction, reconstruction, pavement rehabilitation, ADA compliant walkways, drainage improvements, construction management and miscellaneous construction on the Riverwalk Trail from Bridge St. to Mills Avenue.

9. Request approval to enter into negotiations and award RFP #2025-19 Diesel and/or Gasoline Maintenance and Repair to D.A.G. Enterprises of NM LLC.

Arnold Lopez, Public Works Director RFP #2025-19 was advertised on January 10, 2025 in the Albuquerque Journal, Optic and City's Website. There was one (1) proposer that being D.A.G. Enterprises of NM LLC.

10. Discussion/Selection and approval of project location's for the 2025/2026 Municipal Arterial Program (MAP) and the Transportation Project Fund (TPF).

Arnold Lopez, Public Works Director The grant opportunities are sponsored by the New Mexico Department of Transportation annually. Public Works is respectfully requesting project selection and approval to move forward with the grant application's process and requirements.

11. Request approval to award RFB #2025-18 for the re-bid of standard aluminum sulfate for the water treatment chemical liquid aluminum sulfate to both Chemtrade Chemicals US LLC and Thatcher Company of Arizona, Inc. and enter into contracts.

Travis Martinez, Water Director RFB #2025-18 was advertised on December 13, 2024 in the Las Vegas Optic, Albuquerque Journal and City Website. There were two (2) proposers, Chemtrade Chemicals US LLC and Thatcher Company of Arizona, Inc.

12. Request approval of Resolution 25-08, a budget adjustment for the 2024-2025 fiscal year.

Morris Madrid, Finance Director The City of Las Vegas is in need of making a budget adjustment in the 2024-2025 fiscal year to transfer and appropriate funds for necessary drainage improvement projects.

XIII. ADJOURN

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

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

NOTE: A final agenda will be posted 72 hours prior to the meeting. Copies of the Agenda may be obtained from Utilities, Office of the City Clerk, 1700 N. Grand Avenue, Las Vegas, NM 87701 or the City's website at www.lasvegasnm.gov



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

Meeting Date: February 12, 2025

Date Submitted: 1/16/25

Department: Executive

Item/Topic: Presentation by No. 11 Trolley Tours speaking on ideas regarding safe designated zones for unloading and loading passengers in our community for the trolley and other tour buses that bring tourists.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor David Romero

Reviewed By:

Finance Director

City Manager

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

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

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



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

Meeting Date: February 12, 2025

Date Submitted: 1/23/25

Department: Executive

Presentation by Maria Sanchez working with Mora San Miguel Cooperative and T&D Services speaking on the Hazard Tree Cutting and Removal Project.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor David Romero

Reviewed By:

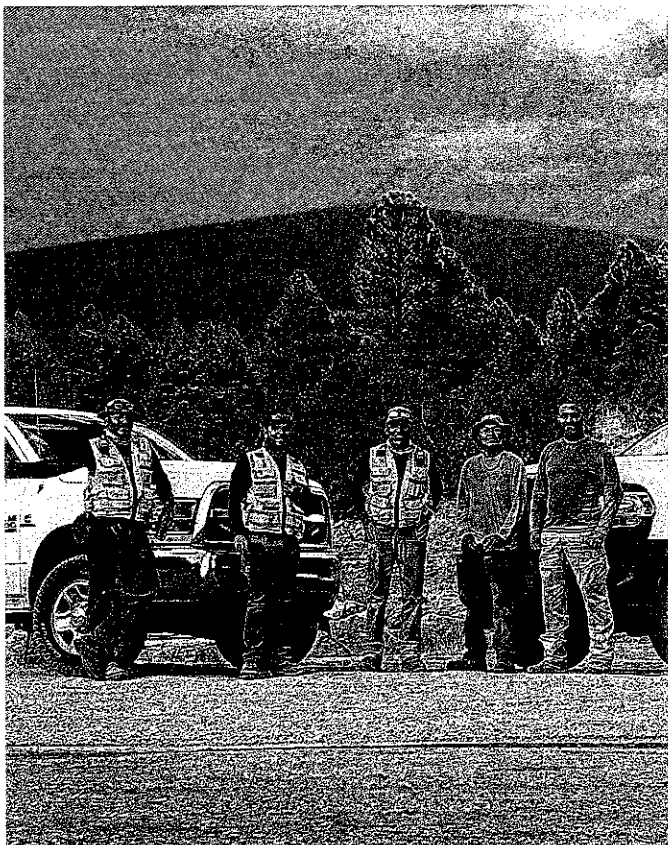
Finance Director

City Manager

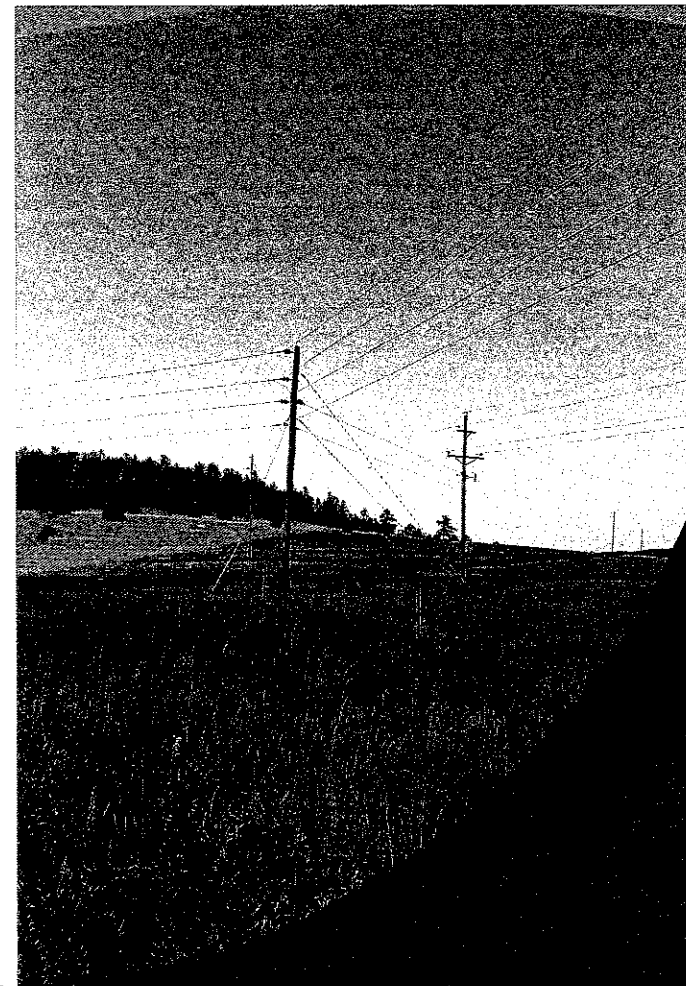
**CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN**

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

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



**Removing Hazard Trees
and Protecting Power
Lines while Ensuring
Safety and Longevity.**



Project Goal

Mora-San Miguel Electric Cooperative, Inc. is committed to providing safe and reliable electricity to its members impacted by the Hermits Peak/Calf Canyon Fire. Our priority is to address hazard trees and rebuild critical infrastructure. Partnering with T&D Services, we'll conduct damage assessments, remove hazard trees, and implement emergency measures to restore and maintain electricity.

Contact



Maria Tina Sanchez,
Communication Specialist



(505) 627-2446



outreach@t-d-services.com



www.facebook.com/profile.php?id=61570655044172

Hermits Peak/Calf Canyon



**Hazard Tree
Cutting and
Removal Project**

Frequently asked questions

When is the cutting going to start?

The Hazard Tree Cutting and Removal Project started in the Spring of 2024 and will be an ongoing project until there are no further hazards to any of the power lines in the Hermits Peak/Calf Canyon burn scar.

Will this work impact landowner claims with FEMA?

No, this funded project is a partnership between Mora San Miguel Electric Coop. and T&D Services. Individual claims with FEMA will not be affected by this work.



What is going to happen to the trees once cut?

Once the trees are cut, the landowner has two options. Option one, the landowner keeps the wood, in which all trees cut down on the property will be delimbed and decked in an agreeable, accessible location. Option two, the landowner would allow the wood to be removed and disposed of by MSMEC and T&D Services.

Can landowners cut their own trees?

This project is under legal obligation, and instruction, to enter all properties for the protection of the MSMEC power lines. We strictly advise that landowners refrain from cutting trees within a detrimental distance to the power lines to avoid legal damages.

Can project crews access private property outside the MSMEC easement without permission?

For this project yes. The Hazard Tree Cutting and Removal Project is under legal obligation to have access to the entire power line and to also address hazard trees that pose an immediate and future threat to the critical infrastructure of the power line. Therefore, the crews of the Hazard Tree Cutting and Removal Project have been granted access through **New Mexico Statute § 62-15-3**.

Do landowners have a say on which trees will be cut? This especially applies to living trees and tall, large diameter trees, dead or alive.

No, professional Arborists and Foresters are evaluating each tree for its health and structural integrity now and in the next few years to come. This includes trees in proximity to power lines and critical infrastructure.

Who will deal with all the material left behind from the emergency cutting and when?

When emergency cutting has ceased, our forestry contractor will come back, and either deck and keep the emergency cut trees or deck and remove the trees according to the landowner's request.

Who is going to fix road/property after machines are on it?

If any damage is caused during the use of the ROW or private roads, the Hazard Tree Cutting and Removal Project will maintain and repair that road fully during and after use.

How is legal liability being handled. Are landowners responsible if something happens to someone on their property?

No, landowners are not liable if a project crew member is injured due to the scope of work on the project.

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, JANUARY 8, 2025 AT 5:30 P.M. IN THE CITY COUNCIL
CHAMBERS.**

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey *Via Cell Phone*
Michael L. Montoya
David Ulibarri *Absent*

ALSO PRESENT: Tim Montgomery, City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

Mayor Romero called the meeting to order at 5:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey gave thanks for all the good things that have transpired in Las Vegas during the Holiday season. Councilor Casey advised that we need to thank God and all the employees for their involvement in making last month special for the community.

APPROVAL OF AGENDA

City Clerk Fresquez advised that she had an amendment to the agenda and advised there was an error under Approval of Minutes, it states December 11, 2024 and should state December 10, 2024.

Councilor Martinez made a motion to approve the agenda as amended. Councilor Montoya 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		

PUBLIC INPUT

Susie Tysitee spoke about resolution 24-38 and advised that there was a desperate and immediate need of rehab centers, training centers, assisted living, group homes, etc. Ms. Tysitee asked to consider the homeless, rehabilitated drug addicts, and the newly single mothers.

MAYOR’S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Romero advised that they had a legislative breakfast with the Legislators along with both school districts, the City, San Miguel County, Luna Community College, New Mexico Highlands University, the hospital, and the DA’s Office. Mayor Romero advised that it went well and they heard everyone’s legislative priorities for the community. Mayor Romero thanked Police Chief Marquez and City Manager Montgomery for attending.

COUNCILORS’ REPORTS

Councilor Casey advised that she was contacted by constituents that live on 4th Street near Veterans Park regarding a stop sign that was placed near their driveway. Councilor Casey advised that she was under the impression the stop sign was going to be moved. Councilor Casey thanked the Police Department and Police Chief Caleb Marquez for keeping the community safe, for being attentive

and for his leadership to the community. Councilor Casey also thanked the Police Department dispatchers for all they do for the community.

Councilor Martinez thanked the New Mexico Department of Transportation for putting speed cameras on Grand and New Mexico Avenue, to ensure the safety of the community.

CITY MANAGER'S REPORT

City Manager Tim Montgomery discussed the following:

- Welcomed new staff to the City of Las Vegas
- (6) pending recommendations for new hires
- What took place in 2024
 - Community Events
 - Conferences/Trainings
 - Projects and Improvements
 - Capital Outlay funding
 - 2.5 of the remaining balance of 3.9 million is for Rodriguez Park
 - The partial demolition of a building attached to the old City Hall
 - Working with New Mexico Highland University Art program
 - Engaging with the community
 - Mold clean up at City Hall
 - June 21, 2024 flooding, water hauling, sand bag distribution, Veolia Water System
- Staff recognition
 - Rosalie Romero, Library Clerk for 40 plus years
 - Judge Trujillo for 31 years
 - 12 employees for 20-30 years
 - 36 employees for 10-19 years
 - 36 employees for 5-9 years
 - 156 employees for 4 years or less
 - 242 staff members with the City of Las Vegas

City Manager Tim Montgomery thanked all City staff and the Governing Body for working together as a team.

Councilor Martinez advised that we are a community that continues to survive. Councilor Martinez thanked City staff, Mayor and Council for always moving forward. Councilor Martinez thanked City Manager Montgomery for his report and for what he brings to the community.

Councilor Montoya advised that it was a long and challenging year and thanked those who helped from the President, the Governor, the Senators, Representatives, San Miguel County, City Manager Montgomery, his staff and all those who donated.

Councilor Casey also thanked City Manager Montgomery for all he has done for the City and all the employees for hanging in there during difficult situations and circumstances.

Councilor Martinez also thanked Deborah Sulzer with the Sulzer Group as she was a big part of helping out the community this past year.

Mayor Romero thanked City Manager Montgomery and his staff.

PRESENTATIONS/POSSIBLE DIRECTION

Safety Officer Adrian Jaramillo gave a lengthy presentation on Safety and Risk Management. Safety Officer Jaramillo discussed both his and Personnel/Risk Management Officer Desaree Ortiz duties/tasks. Safety Officer Jaramillo discussed the importance of each employee's safety. Safety Officer Jaramillo advised that he was working on getting certified as an instructor so he can certify employees within the City of Las Vegas.

APPROVAL OF MINUTES

City Clerk Fresquez read into the record a closed meeting of the Governing Body that was called on December 18, 2024 for the purpose of discussing matters subject to the attorney client privilege pertaining to threatened or pending litigation pertaining to discussion with the Sulzer Group and Singleton Schrieber contracted by the City for services related to the Hermit's Peak/Calf Canyon Fire in which the City of Las Vegas is or may become a participant, as permitted by

Section 10-15-1 (H)(7) of the New Mexico Open Meetings Act, NMSA 1978. After proper notice the meeting was convened at 4:30 p.m., roll call was taken and all members of the Governing Body were present with the exception of Councilor David Ulibarri. Only those matters mentioned were discussed and no action was taken, the meeting adjourned at 5:35 p.m.

Councilor Casey made a motion to approve the minutes from December 10, 2024 with minor corrections, December 18, 2024 Closed Session, and December 18, 2024 Regular Meeting. Councilor Martinez seconded the motion. Mayor Romero asked if all were in favor, Councilor Martinez and Councilor Casey were in favor with the exception of Councilor Montoya.

CONSENT AGENDA

None

BUSINESS ITEMS

1. Request approval of Addendum #3 for Contract 3832-22 White Sands Drug & Alcohol Compliance.

Councilor Casey asked what the cost would be.

City Manager Tim Montgomery advised that they did not know the exact amount at the time, and they would email it to her as soon as they found out.

Councilor Casey made a motion to approve Addendum #3 for Contract 3832-22 White Sands Drug & Alcohol Compliance. Councilor Martinez seconded the motion. Mayor Romero 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 to award GM Emulsions LLC for the construction, reconstruction, pavement rehabilitation, drainage and miscellaneous improvements on Mountain View Drive.

Public Works Director Arnold Lopez asked to award GM Emulsions for construction, reconstruction, pavement rehabilitation, drainage and miscellaneous improvements on Mountain View Drive in the amount of \$358,317.30. Public Works Director Lopez advised that they utilized a general service contract for that particular improvement and they did not use an engineer.

Councilor Martinez made a motion to approve awarding GM Emulsions LLC for the construction, reconstruction, pavement rehabilitation, drainage and miscellaneous improvements on Mountain View Drive. Councilor Montoya seconded the motion.

Mayor Romero asked if the quote was an accurate amount with no change order.

Public Works Director Lopez advised yes, they did specify the scope of work.

Councilor Montoya asked where the project would begin and end and when they anticipate the project to start.

Public Works Director Lopez advised it would be from where they left off from the previous improvement to 7th Street and weather permitting.

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.

3. Request approval of Addendum No. 2 for a six (6) month extension for the CDBG Project No. 21-C-NR-1-01-G-03 Hot Springs Blvd. Reconstruction Project.

Public Works Director Arnold Lopez asked for a six (6) month extension for the CDBG Project that's taking place on Hot Springs Blvd due to utility work being done at the same time. Public Works Director Lopez advised that it delayed the CDBG Project.

Councilor Montoya made a motion to approve Addendum No. 2 for a six (6) month extension for the CDBG Project No. 21-C-NR-1-01-G-03 for the reconstruction on Hot Springs Blvd. Councilor Martinez seconded the motion. Mayor Romero asked for a roll call. Roll call vote was taken and reflected the following:

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

4. Request approval of Resolution No. 24-38, a City moratorium within the city limits of the City of Las Vegas.

Community Development Director Lucas Marquez advised that New Mexico Administrative Code changed as of July 2024. Community Development Director Marquez also advised that the moratorium would give the City some time to review the changes in order to be in compliance with the State of New Mexico and implement those rules and guidelines into the City of Las Vegas ordinances. Community Development Director Marquez advised that the New Mexico Administrative Code was title 8, ch. 37

Councilor Casey advised that State Statutes was misspelled in the first paragraph. Councilor Casey suggested reviewing the five (5) year strategic plan for the City of Las Vegas so the resolution could coincide with it.

Councilor Casey made a motion to table Resolution No. 24-38 until next week's Council meeting until they could review the code, the statutes and the resolution.

Mayor Romero asked for a second.

The motion died due to the lack of a second.

Councilor Montoya made a motion to approve Resolution No. 24-38 for a six (6) month period. Councilor Martinez seconded the motion.

Community Development Director Marquez discussed language that was added under number 3, Exceptions which stated, Businesses whose applications are currently pending approval for review and were submitted to the City of Las Vegas prior to the adoption of resolution and or any of the aforementioned businesses that currently hold both a valid City Business Licence and a State License at the registered address on their City Business license.

Mayor Romero asked for a roll call. Roll call vote was taken and reflected the following:

Marvin Martinez	Yes	Michael L. Montoya	Yes
Barbara Casey	No		

City Clerk Fresquez advised the motion carried.

5. Request approval of Resolution No. 24-39, a budget adjustment for the 2024-2025 Fiscal Year.

Finance Director Morris Madrid advised that the resolution was to accept funding and appropriate it from legislative funding. Finance Director Madrid advised that

the funding derives from legislative funding and comes from the North Central Economic Development District. Finance Director Madrid advised that the total awarded amount was \$200,000 and the specific items to be funded are as follows:

- \$65,000 for professional services (4 spay and neutered clinics/training for volunteers)
- \$5,000 equipment/supplies
- \$60,000 shelter repairs
- \$70,000 for other conference costs, materials, supplies, I.T., stage/sound, speakers, for the purpose of education conference and humane carnival materials

Discussion took place regarding the appropriation, GRO funding and the plan and design for the new animal shelter.

Councilor Casey made a motion to approve Resolution No. 24-39 budget adjustment for the 2024-2025 Fiscal Year. Councilor Montoya seconded the motion. Mayor Romero asked for a 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.

Mayor Romero advised that the City is doing as much as they can in regards to the animal crisis and stated that the funding would be used towards spay and neuter clinics and repairing the animal shelter

ADJOURN

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 6:38 pm.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE JOINT CITY OF LAS VEGAS CITY COUNCIL/SAN MIGUEL COUNTY COMMISSION SPECIAL MEETING HELD ON WEDNESDAY, JANUARY 15, 2025 AT 2:00 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey *Via Zoom*
Michael L. Montoya
David Ulibarri *Absent*

ALSO PRESENT: Tim Montgomery, City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms
Ambrosio Castellano, Contracted City Attorney
San Miguel County Commissioners

CALL TO ORDER

Mayor Romero called the meeting to order at 2:00 pm. Mayor Romero welcomed the San Miguel County Commissioners and staff.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked for a moment of silence to be thankful for the wonderful community we live in and the ability to work together to address issues that they all represent. Councilor Casey asked to keep in mind everything they do is for the benefit of the community and not for themselves.

APPROVAL OF AGENDA

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

PUBLIC INPUT

Walter Rivera spoke about the need to fix the issues on 8th Street extension and advised that his home and his neighbors' homes get flooded.

Sarah Matthews spoke about the animal welfare crisis in Las Vegas. Ms. Matthews advised they need to enforce laws and consider having an animal task force. Ms. Matthews advised that they will keep fighting for those who have no voice.

Ashley Arellanes advised that she was the chair of the Animal Advocates group, which started over a year ago. Ms. Arellanes spoke about the need to collaborate with each other and other groups. Ms. Arellanes advised there were multiple packs of dogs roaming the streets.

BUSINESS ITEMS

1. Discuss, review and potential action regarding designated authority with San Miguel County of the 8th Street Extension.

Chairman Harold Garcia advised that there's a portion of 8th Street Extension that has not been considered County or City right of way for quite some time. Chairman Garcia advised that there has been significant flooding within private properties in the area. Chairman Garcia advised that the residents are residents of Las Vegas and San Miguel County and the project is much needed.

Commissioner Kenneth Medina advised as elected officials they aren't there to claim whose district it is or whose at fault. Commissioner Medina advised they need to work together as a team. Commissioner Medina advised that they need to take these priorities to the Senators and Representatives so they could help the people in that area and fix the road.

Councilor Martinez agreed with Commissioner Medina and advised that there are problems in that area because of Pork Chop Hill. Councilor Martinez advised all that matters is what they're going to do to take care of the problems on 8th Street Extension.

Commissioner Sena advised that he was excited to be collaborating with the City to work towards the betterment of the citizens of Las Vegas and San Miguel County. Commissioner Sena advised by working together they can move forward and resolve a lot of issues in the area.

Councilor Casey read the 2023 NM State Statute, Chapter 3 Municipalities, Article 7, Section 3-7-18 Annexation to include Streets. Councilor Casey asked if the County Commission had taken any action to renew the language they are using or if they have done anything to annex beyond the City limits.

Commissioner Trujillo advised that issues on 8th Street Extension have been ongoing since the 1970s, regarding the going back and forth whether it's City or County. Commissioner Trujillo advised that it was time they move towards a viable solution by going to the Legislature to find funding to solve those issues on 8th Street Extension. Commissioner Trujillo advised that the eastside of 8th Street Extension had been annexed into City limits.

Councilor Montoya advised that the City of Las Vegas has worked diligently with the County in regards to a contract with the jail, a contract with the Animal Care Center, a contract with AMR for ambulance services and a contract with the Samaritan House. Councilor Montoya discussed the ETZ Commission which consisted of half City members and half County members who used to take care of regulations and recommendations that happened within the ETZ zone within the City and County. Councilor Montoya advised that the ETZ Commission dissolved 18 years ago and has not been re-created since. Councilor Montoya advised past documents regarding who was responsible for 8th Street Extension went back and forth between NMDOT, the County and the City. Councilor Montoya advised that the City did receive money from FEMA but that money is solely dedicated towards the Water System. Councilor Montoya discussed the City's ICIP priority list and advised that they've been addressing erosion and damaged issues on west Roybal, Smith and Sperry Drive. Councilor Montoya

advised that they are also addressing the damages caused by flooding on Old National Road and Palo Verde. Councilor Montoya discussed waterlines from Hacienda to Laguna Vista, state road 250 going towards the Airport and one on hold on 8th Street. Councilor Montoya voiced his concerns regarding the legal aspect of asking for federal monies to be used on private land or on roads that are not designated and who would be responsible to continue the maintenance of the road. Councilor Montoya stated that they need to make sure all legalities are met before setting precedent for other roads such as Williams Drive, Palo Verde, Cinder Road and other roads before fixing roads within the City that have waited 50 years.

Mayor Romero thanked Chairman Garcia for wanting to have the discussion and advised that they all have received calls from both County and City residents. Mayor Romero stated that we need to recognize that we're one community. Mayor Romero discussed the cascading events since the Hermits Peak/Calf Canyon fire. Mayor Romero advised the ball was dropped somewhere down the line and the biggest issue was funding. Mayor Romero advised they have the opportunity to correct it and come to a compromise on the ownership. Mayor Romero advised there could possibly be a claim through FEMA for that area.

City Manager Tim Montgomery advised that he spoke with Deborah Sulzer with The Sulzer Group regarding potential funding opportunities to pay for repairs. City Manager Montgomery advised his focus is to ensure that the annexation process is being followed appropriately. City Manager Montgomery advised wherever the road sits needs to become a priority of the budget whether it's through the County or the City. City Manager Montgomery advised he would do whatever he needs to do to make sure the City priorities are brought forward but there would be ongoing maintenance needs regardless if FEMA pays for repairs and drainage.

County Manager Joy Ansley agreed with City Manager Montgomery and advised that she spoke with Deborah Sulzer about the road and she thinks it would be eligible for FEMA claims money. County Manager Ansley asked if the property was annexed why wasn't the road based on the statute read by Councilor Casey. County Manager Ansley advised that it would be best to answer questions like whose responsibility it is and who would continue to take responsibility for the road. County Manager Ansley asked if it was annexed by the City or not.

Chairman Garcia discussed the surface of the road and its dire need of repair and maintenance. Chairman Garcia advised that the County put in over three million dollars in the last six years from where the County line begins all the way to the Castle. Chairman Garcia advised if they don't do something about it now then they need to let the citizens know to expect that road never being fixed.

Attorney Ambrosio Castellano advised after brief research there are some challenges for both the City and County. Mr. Castellano advised that the statute states when you annex a piece of property you also annex the public thoroughfares. Mr. Castellano advised that there is some case law that could hold the annexation ordinance of that piece invalid for failing to include the public thoroughfare. Mr. Castellano advised that they need to understand where it stands with the City because if it hasn't been annexed and the County wants to adopt it then they could go through their procedures. Mr. Castellano advised if it has been annexed and it does not include the road, there would be other procedural issues they would need to address, which would require research. Mr. Castellano advised that the historical documents discuss what was done, what wanted to be done and what wasn't done. Mr. Castellano further advised that in his opinion they could move forward with a joint agreement for maintenance, while legal counsel researched legal implications.

County Manager Ansley asked if it would be appropriate if one of the entities volunteered to start working on some preliminary engineering regarding the drainage.

Mr. Castellano advised that it would be highly appropriate but to keep in mind potential implications in the future. Mr. Castellano advised that it would be highly appropriate for one entity to say they would proceed a certain way through an agreement.

Commissioner Medina thanked County Manager Ansley for her input and advised whatever they agree on needs to include planning and engineering of drainage from Pork Chop Hill. Commissioner Medina advised that he would like to see a joint agreement and see if FEMA would accept it to get funding for planning and design. Commissioner Medina asked in the meantime if they could temporarily fix the road because it's in bad shape.

Deborah Sulzer with the Sulzer Group mentioned she had discussions with the City Manager, County Manager, Chairman Garcia and Mayor Romero regarding an extensive study on the changes to the watershed that was caused by the wildfire. Ms. Sulzer discussed the changes to the watershed which has caused havoc all over the County and City in multiple ways, such as water issues, road issues and drainage issues.

Councilor Casey discussed the three different ways to annex property or streets such as, arbitration, boundary commission or petition method. Councilor Casey suggested creating a document that explicitly explains what the responsibility of each Governing Body would be.

Attorney Ambrosio Castellano discussed the County's process not requiring annexation due to not having annexation powers and they would have to adopt the road, should they assume responsibility. Mr. Castellano advised that the City followed a potential annexation process and moving forward the City would have to determine to what extent the annexation process took place.

Councilor Montoya advised that the determination of ownership of 8th Street Extension should take place before an agreement takes place.

Councilor Martinez advised that the City and County needs to figure out the cost and split it between them.

Mayor Romero advised that they want to move forward with one idea or one plan between the City and County so the topic doesn't keep coming up.

County Manager Ansley recommended having one entity pursue funding if they go through FEMA, that way both entities aren't asking for funding for the same project.

Chairman Garcia asked if it would be appropriate for the County to get the engineering done.

Attorney Castellano voiced his concerns regarding obligations being a factor if they start the engineering process.

Deborah Sulzer advised that they could put together preliminary estimates and preliminary designs.

Councilor Montoya asked Ms. Sulzer if she had a cost estimate for the project for plan, design and construction.

Deborah Sulzer advised she didn't have an estimate yet but she got verification that it was part of the damaged watershed.

Councilor Montoya asked how much the City has received other than the 98 million FEMA.

Deborah Sulzer advised about 20 or 22 million with another 20 million that's pending.

Councilor Montoya asked if they receive 8 million dollars in funding for the 8th Street Extension project if it would be done within a year.

Deborah Sulzer advised that it should be.

Mayor Romero suggested having a three step plan that consisted of a MOU between the City and County for preliminary engineering, deciding who adopts the road and a final agreement on who would continue maintenance and upkeep.

Commissioner Medina made a motion to approve Mayor Romero's recommendation for a three step plan. Commissioner Baca seconded the motion. All were in favor.

Mayor Romero repeated his recommendation for a three step plan which consisted of preliminary engineering through Deborah, who adopts the road and who would continue the maintenance and upkeep.

Councilor Casey made a motion to approve Mayor Romero's three step recommendation. 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	No
Marvin Martinez	Yes		

City Clerk Fresquez advised the motion carried.

2. Discuss, review and potential action regarding a joint partnership with San Miguel County for Animal Shelter Services.

Mayor Romero advised in 2022 the City budgeted \$147,000 towards the animal shelter and the City has spent \$590,000. Mayor Romero advised that there are a lot of things that need to be addressed such as the lack of animal control officers and packs of dogs roaming the streets.

Chairman Garcia advised if the City and County work together as two Governing Bodies with one intent and one purpose it would have a better impact on the community.

Sheriff Chris Lopez advised that there have been discussions on a Joint Powers agreement and creating a board specifically to oversee the animal shelter.

County Manager Ansley advised that they had an idea of creating a Joint Powers entity and creating a board with City and County Officials.

Chairman Garcia discussed regionalizing an association to include members of the public and having a unified group.

Mayor Romero advised that they need to empower the community again with a Joint Powers agreement.

City Manager Montgomery advised that resource issues and skill sets in the community could help bring input from the community. City Manager Montgomery advised that the animal shelter has taken a toll on the employees and the Police department. City Manager Montgomery advised if they could bring in additional expertise, knowledge and guidance it could become more successful.

Sheriff Lopez advised that the Joint Powers board could consist of local officials as well as local experts to serve and focus on the well being of animals in the community.

Police Chief Marquez advised that the Joint Powers agreement could help with the amount of animals and issues they have.

Commissioner Medina applauded Sheriff Lopez and Police Chief Marquez and advised that it's not just a City or County problem, it's a people problem. Commissioner Medina advised that they need to work together and help each other.

Commissioner Sena also thanked Sheriff Lopez and Police Chief Marquez for all they've done and what they plan on doing. Commissioner Sena advised there's a need to educate the community regarding the responsibility of caring for animals.

Councilor Martinez advised during the wildfire there were numerous animals abandoned. Councilor Martinez stated if they don't work together to eliminate the issues they have they will never get it under control.

Discussion took place regarding the number of animals that have been taken into the animal shelter.

Councilor Montoya voiced his concerns regarding not wanting to regionalize the animal shelter and would like to see an MOU that is better cost effective.

Mayor Romero discussed joint lobbying efforts between the City and the County.

County Manager Ansley advised that it would be a lengthy process should both Governing Body's move towards a Joint Powers agreement.

Councilor Casey voiced her concerns regarding sharing the cost more equitably between the City and County and advised that the City budgets \$500,000 while the County contributes \$50,000. Councilor Casey suggested out sourcing the animal shelter and both City and County sharing the cost of the source that provided services.

Chairman Garcia advised that they do want to share costs fairly and agreed that \$50,000 wasn't enough but the City hadn't asked them for more money.

Commissioner Trujillo agreed with having a separate entity overseeing the animal shelter along with the City and County contributing equally.

Sheriff Lopez advised that they need to put their resources together and work together as the animal problem has increased.

Animal Care Center Manager Beatriz Gallegos advised that a Joint Powers would be a great idea. Ms. Gallegos discussed how much she's dealt with in the last two years at the shelter. Ms. Gallegos stated they need a board who understands what's going on, has an understanding of what animals need, what a shelter should be like and how it should operate.

Chairman Garcia asked Deborah Sulzer if she could help with costs due to animals being abandoned during the wildfires.

Deborah Sulzer advised that it's well documented after the disaster and it has become a serious problem in the community and if they don't try submitting a claim then they wouldn't know whether or not it gets approved.

Mayor Romero clarified that they aren't entering into a Joint Powers agreement yet, he advised that both Managers need to work together and put something together then bring it back to both the City and County to agree on.

County Manager Ansley advised that she drafted the MOU and if needed they're open to any changes. County Manager Ansley advised that direction should be given to both City and County Managers to further explore the idea of a Joint Powers and creation of a committee.

Councilor Montoya made a motion to give direction to City Manager Montgomery to proceed with a draft joint partnership with San Miguel County and look into a separate entity to run the Animal Shelter and review an MOU at a later meeting. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

Commissioner Trujillo made a motion to follow the process of having a committee with City and County Officials, along with community members for the future of animal welfare in the community. Commissioner Baca seconded the motion. All were in favor.

Mayor Romero thanked everyone for being there.

ADJOURN

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

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 4:55 pm.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, JANUARY 15, 2025 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey *Via Zoom*
Michael L. Montoya
David Ulibarri *Absent*

ALSO PRESENT: Tim Montgomery, City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

Mayor Romero called the meeting to order at 5:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Martinez thanked those who were involved in the joint City Council/San Miguel County Commission meeting.

Councilor Montoya asked to keep those in California in their prayers.

APPROVAL OF AGENDA

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

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

None

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

None

COUNCILORS' REPORTS

None

POLICE CHIEF'S REPORT

Police Chief Caleb Marquez gave a detailed presentation regarding the statistics for the Month of December on the following:

- Field Operations Division (patrol) calls
- Communication Division (dispatch) calls
- Animal Care Center-updates/events/
 - Animal intake stats
 - Two healthy dogs were euthanized due to behavior problems
- Information Division/Records/Evidence Tech
- Street Crimes Division updates
- Travel/Trainings/Traffic Operation programs
- Recruitment/Hiring Events/Community Events
- End of year stats
- Department vacancies (24)

FINANCE REPORT

Finance Director Morris Madrid discussed the following;

- Property Tax Collection
 - Reflects 3 months of uncollected property tax (behind 1 month)
- Gross Receipt Tax
 - All categories are strong with upper trend
- Expenditures
 - Increased compensation on 3 Union contracts
 - Filling vacancies
- General Services
 - Increase in insurance premiums
 - Increase in transfers (new roof at recreation center)
- Enterprise fund
 - Normal activity, increase in natural gas (seasonal)
- Recreation fund
 - Low revenue numbers
 - More program activities/program revenue
 - Reduces expenditures
- Lodgers Tax
 - Revenue collection is strong
 - Increase in expenditures (events in the city)
- Cannabis fund
 - Continues to grow
 - Minimal expenditures
- Opioid fund
 - Continues to grow
 - Looking into investing cash
- FEMA
 - Some activity
- Cash/Investment Report
 - Investments since Sept. 2024 have earned over \$1.4 million

- Identified other funding over \$10 million to be invested from General and Enterprise funds

City Manager Montgomery advised that he supported the numbers and advised that the Finance department had been meeting with departments on mid-year budget reviews.

Mayor Romero mentioned that the City's been moving forward with filling vacancies with departments.

City Manager Montgomery advised that the budget for FY 2025/2026 would be done differently, instead of rolling the previous budget over.

Councilor Montoya advised that the Finance Committee approved the finance report.

PRESENTATIONS/POSSIBLE DIRECTION

Jan Beurskens with Little Las Vegas Media Marketing advised that their mission was to educate and inform the public about the cultural, historical, architectural and recreational opportunities in and around Las Vegas. Ms. Beurskens advised that the group raised \$6,000 from private donations to engage Geiger and Associates who are known for destination marketing. Ms. Beurskens advised that they also brought in Mary Ann Anderson who is a nationally known syndicated journalist to highlight the beauty, history and culture of Las Vegas. Ms. Beurskens also discussed their accomplishments for 2024.

Human Resource Director Darlene Arguello provided a lengthy overview of the human resource functions, top challenges, implementations to alleviate challenges and the hiring process. Ms. Arguello thanked her HR team for all they do. Ms. Arguello discussed Leadership Management training that would be taking place in February.

Mayor Romero advised that department presentations help the community see what each department is doing.

City Manager Montgomery advised that Ms. Arguello does her job well and communicates with all departments. City Manager Montgomery thanked Ms. Arguello for her presentation and advised that the HR department is a complex department.

CONSENT ITEMS

None

BUSINESS ITEMS

1. Conduct a Public Hearing and request approval of a variance on 919 Tecolote Street for Roger Benavidez.

Councilor Casey made a motion to enter into a Public Hearing for Business Item 1. Councilor Martinez seconded the motion. Mayor Romero 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.

City Clerk Fresquez swore in Community Development Director Lucas Marquez and Roger Benavidez.

Community Development Director Lucas Marquez advised that Mr. Benavidez was building a 30x30 shed on his property and all setbacks were met. Community Development Director Marquez advised that Mr. Benavidez was cited for building without a permit. Community Development Director Marquez further advised that Mr. Benavidez applied for the variance and all setbacks were met.

Councilor Montoya asked if there was access for a fire truck.

Roger Benavidez advised yes, there is an entrance on Kavanaugh Street and Tecolote Street.

Councilor Martinez asked what the requirements were for setbacks.

Community Development Director Marquez advised that the side has to be 7 feet to the sky between the fence line and the building as per the ordinance.

Councilor Montoya made a motion to exit the Public Hearing and reconvene into regular session. 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.

Councilor Montoya made a motion to approve a variance on 919 Tecolote Street. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

1. Request approval of Resolution No. 25-01 renewal of the Biennial Memorandum of Understanding (MOU) between NM MainStreet Program (NMMS), City of Las Vegas and MainStreet de Las Vegas.

Community Development Director Lucas Marquez advised that the Biennial contract is required by MainStreet, which is a two year contract along with a cost of \$35,000. Community Development Director Marquez advised the contract is

late due to MainStreet not having a Director, once Makahla Harapat started she got the annual contract done and now the Biennial contract.

Mayor Romero advised that the \$35,000 funding provided in the annual contract is also the funding for the Biennial contract.

Councilor Casey made a motion to approve No. 25-01 renewal of the Biennial Memorandum of Understanding (MOU) between NM MainStreet Program (NMMS), City of Las Vegas and MainStreet de Las Vegas. Councilor Martinez seconded the motion.

Councilor Montoya asked City Manager Montgomery if he's met with MainStreet.

City Manager Montgomery advised he met with MainStreet Director Makahla Harapat when she first started but he has not been a part of monthly or quarterly meetings.

MainStreet Director Makahla Harapat advised that Scott Zunker attends their meetings as a representative from the City.

Mayor Romero clarified that the annual contract with MainStreet funds the \$35,000 and the Biennial contract is needed for the partnership for Las Vegas to be part of MainStreet.

Resolution 25-01 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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.

2. The Energy, Minerals and Natural Resources Department (EMNRD) is requesting approval to extend the existing municipal water system or

establish a new meter at Storrie Lake State Park to accommodate a new building adjacent to the current Forestry Division, Las Vegas District Office which will be a permanent facility for the state wildland Pecos River fire crew.

Shannon Atencio, District Forester for NM State Forestry advised after the Hermits Peak/Calf Canyon Fire, the Legislative Session in 2023 funded the creation of two elite fire crews and one of them would be located in Las Vegas. Ms. Atencio advised that it was a direct response to the catastrophe and they were honored and privileged to have one located in Las Vegas. Ms. Atencio advised they received funding to expand their facilities to house the crew and are going through the design and engineering process. Ms. Atencio advised that they are on city water and are requesting approval to extend their water system.

City Manager Tim Montgomery advised they have the moratorium on water meters and the County required approval from the City for the additional meter or extension of the waterlines. City Manager Montgomery advised the moratorium doesn't specifically call out that a governmental entity or public safety entity would be exempt from the moratorium. City Manager Montgomery advised that it is a safety measure for public safety and felt that it would not be a residential function.

Councilor Martinez asked what the water would be used for.

Ms. Atencio advised it's to support the structure and they aren't building any kind of tank filling capacity to fill up fire trucks. Ms. Atencio advised that the building would have an engine bay, classrooms and a training facility.

Councilor Casey made a motion to extend the existing municipal water system or establish a new meter at Storrie Lake State Park to accommodate a new building adjacent to the current Forestry Division, Las Vegas District Office which will be a permanent facility for the state wildland Pecos River fire crew. Councilor Martinez seconded the motion.

Councilor Montoya thanked Governor Lujan Grisham and the State of NM Legislature for choosing Las Vegas as one of the locations. Councilor Montoya advised that it would follow the process as if a fire station was being built outside

City limits for emergency and safety reasons. Councilor Montoya advised that it would not affect the moratorium.

Mayor Romero advised that it would add to the resources and need for the community.

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.

3. Request approval to award and enter into contract with Shelter Planners of America, a Division of FMD Architects for RFP #2025-16, Plan, Design & Construction Phase Services for a new Animal Care Shelter.

Police Chief Caleb Marquez advised that they only received one RFP from Shelter Planners of America and they specialize in building Animal Care Centers.

Mayor Romero asked what the next steps would be.

Police Chief Marquez advised they want to get ideas of how other Animal Care Centers are structured so they know how to move forward with one that would fit the needs of the community. Police Chief Marquez advised they also want public input, along with joint groups coming together.

Councilor Martinez advised that he wants to make sure the facility meets the criteria for those who work in the facility.

Councilor Montoya advised to take into consideration during the plan & design that the roof is metal with a pitch and that they have adequate space for the

demand in the community. Councilor Montoya advised that they need to have public input.

Councilor Montoya made a motion to approve to award and enter into contract with Shelter Planners of America, a Division of FMD Architects for RFP #2025-16, Plan, Design & Construction Phase Services for a new Animal Care Shelter. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	Barbara Casey	Yes
Michael L. Montoya	Yes		

City Clerk Fresquez advised the motion carried.

4. Request approval to award and enter into contract with ADVISE Law Firm for RFP #2025-15 Additional City Attorney Services.

City Manager Tim Montgomery advised that an RFP was put out last spring for General Attorney Services because the City doesn't have an in-house attorney and they had decided to split the services among three different law firms in the amount of \$20,000. City Manager Montgomery advised they reached that \$20,000 threshold, so they put an RFP out to acquire legal services for the City Charter and General Legal Services. City Manager Montgomery advised that they received one response and contracted with that law firm. City Manager Montgomery advised that they felt like an additional law firm was needed to be available to help keep business moving. City Manager Montgomery advised that they put out another RFP for General Attorney Services and received one proposal from Advise Law Firm. City Manager Montgomery advised if they enter into a contract it would take them through the end of the fiscal year.

Councilor Montoya made a motion to approve to award and enter into contract with ADVISE Law Firm for RFP #2025-15 Additional City Attorney Services. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

5. Request approval of agreement between the City of Las Vegas and TextMyGov for subscription of service.

Water Director Travis Martinez advised that the subscription would allow communication between the City of Las Vegas and citizens through smart texting technology. Water Director Martinez advised that the cost of the subscription package for the first year would be \$9,600 and \$6,400 the second year. Water Director Martinez advised that they were no longer utilizing 311.

Councilor Montoya asked how long the subscription was for.

Water Director Martinez advised it was a two year subscription.

Councilor Casey made a motion to approve the agreement between the City of Las Vegas and TextMyGov for subscription of service. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

ADJOURN

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

Meeting adjourned at 6:54 pm.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: February 12, 2025

Date Submitted: 01/31/25

Department: Utilities

Item/Topic: Addendum #1 to Contract #4061-24 with Hacienda Home Centers for building materials and related supplies. RFP 2024-13 was awarded on 03/07/24 and Agreement #4061-24 was signed on 03/07/24. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of department line item numbers as needed.

Attachments: Addendum #1, Contract 4061-24.

Committee Recommendation: This item will be discussed at the February 6, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.


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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

ADDENDUM #1

AGREEMENT/CONTRACT #4061-24

RFP# 2024-13

AWARDED ON: 3/7/24

HACIENDA HOME CENTER

This Addendum entered into this _____ Day of _____, 2025 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **HACIENDA HOME CENTER**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/7/2024 the City and HACIENDA HOME CENTER entered into an Agreement/Contract pursuant to a call for RFP in which HACIENDA HOME CENTER agreed to provide:

Building Materials& Related Supplies

WHEREAS, the City and HACIENDA HOME CENTER now desire to extend the original Agreement/Contract for an additional year from **3/7/25 thru: 3/6/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4061-24.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation ***Building Materials& Related Supplies***, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

- 1. This Agreement and the prior agreement dated 03/7/2024 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.

- 2. That all of the provisions of the 03/7/2024 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

HACIENDA HOME CENTER

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

4061-24
City of Las Vegas
Date

**CITY OF LAS VEGAS
BUILDING MATERIALS & RELATED SUPPLIES
PRICE AGREEMENT WITH HACIENDA HOME CENTER**

This Price 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 Hacienda Home Center ("Vendor"), of 2613 7th Street, Las Vegas, New Mexico, 87701, on this 7th day of March, 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 Vendor to perform those certain services as described in the Scope of Services portion of this Agreement; and whereas, the Vendor 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, Vendor and the City agree as follows:

CITY OF LAS VEGAS PRICE AGREEMENT

Article I – Statement of Work: Under the terms and conditions of this Price Agreement all City of Las Vegas Divisions allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder. The items and/or services to be ordered shall be as listed under "Attachment "A"- Rates for Services. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City of Las Vegas Division Managers, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term: The term of this Price Agreement, for issuance of orders, shall be as indicated. The Vendor shall perform services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year (1 year). The contract, including amendments thereof, may not exceed a total duration of one year (1 year). The contract will begin upon final approval by the City Manager.

Article III – Specifications: Items and/or services furnished hereunder shall conform to the requirements to items listed under "Attachment "A"- Rates for Services. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Orders: Offerors shall be capable of accepting quotes over the counter or via telephone and or email. All orders shall require a purchase order which shall be reference on the order confirmation and

invoice. All orders shall be accepted by the contractor between the hours of 8:00 a.m. through 4:30 p.m. EST, Monday through Friday, except legal holidays. All orders processed shall be shipped to the specified destination within 24-48 hours after receipt of order with the exception of custom (non-stock) orders which must be provided within 10 business days after receipt of order or remain in contact with division. All orders shall be labeled and packaged adequately to assure safe handling and proper delivery.

Article V – Termination: The City may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment: This Price Agreement may be amended by mutual agreement of the City of Las Vegas Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City of Las Vegas Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity: Clause Vendor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendors, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto. It is specifically agreed between the parties executing this agreement that it 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(s) for wrongful death(s), bodily and/or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

"Attachment "A" – Price Schedule: Discounted prices as listed in the price "Attachment "A" hereto are firm.

Terms and Conditions
(Unless otherwise specified)

1. General: When the Division Manager or his/her designee issues a purchase order in response to the Vendor's bid, a binding contract is created.

2. Minimum Requirements: All goods shall be new current production. Materials such as (but not limited to) electrical, plumbing, building, cleaners and/or lumber shall be of first line industrial quality with high usage expectancy and capacity.

3. Assignment:

A. Neither the order, nor any interest therein, nor any claim there-under, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3B or as expressly authorized in writing by the Division Manager or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

4. Discounts: Payment discounts are mandatory stated in Vendors bids.

5. Inspection: Final inspection and acceptance will be made at the destination by City designee. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

6. WARRANTIES AND GUARANTEES: The Vendor guarantees that the products are new (or remanufactured to new specifications) with every unit delivered, guaranteed against faulty material and workmanship for the manufacturer's standard warranty period from date of delivery. If faulty, the unit or part affected is to be replaced without any cost to the City, including labor and transportation charges within ten business days.

7. Taxes: The unit price shall exclude all state taxes where applicable.

8. Packing, Shipping and Invoicing:

A. the Cities purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments.

B. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

C. Invoices must be submitted to the using agency and NOT the Division Manager or designee.

D. The Vendor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days from notification.

9. PRODUCT RETURNS, PROBLEM PRODUCTS: Products returned because of quality problems, duplicated shipments, outdated product, etc. will be returned to the offeror within five business days and no restocking charge shall be applied. Product shall be replaced with specified products or the agency account shall be credited.

10. Default: The City reserves the right to cancel all or any part of this order without cost to the City, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Vendor due to any of the above, unless the City shall determine that the supplies or services to be furnished by the Vendor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

11. NON-EXCLUSIVITY: The City of Las Vegas can purchase product(s) from sources other than the Vendor provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are lower in price and/or available under terms which are more economically efficient to the City (e.g. delivery terms, warranty terms, etc.). Such purchases are subject to the State of New Mexico Municipal Law and local laws in regard to competitive bidding requirements.

12. Nondiscrimination: Vendor doing business with the City of Las Vegas must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

13. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

14. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

15. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user city agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

16. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

17. Records and Audit: The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of two (2) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Division, and City Purchasing Division. The Division shall

have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

CITY OF LAS VEGAS

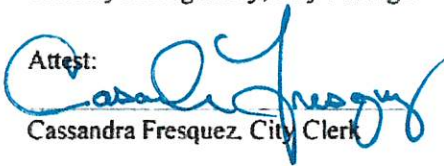
VENDOR:

Approved By:



Timothy Montgomery, City Manager

Attest:



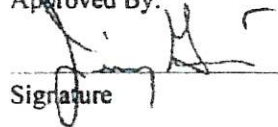
Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:



Attorney

Approved By:



Signature

Printed Name:

Jimmy Garcia

Position:

Contract Sales

"ATTACHMENT "A"

HACIENDA HOME CENTER COST PROPOSAL

CITY OF LAS VEGAS, NEW MEXICO

OPENING NO. 2024-13

BUILDING MATERIALS & RELATED SUPPLIES

RATES FOR SERVICE BROKEN DOWN

RFP #		Request for Bid		Offers							
RFP # (AM)		Build Materials & Related Supplies		Hacienda							
LOCATION		1700 North Grand Ave									
BID NUMBER		RFS 2024-13									
BID DATE		27 Jun 24									
BID QUANTITIES											
SL	ITEM	QTY	UNIT	NO	NO	NO	NO	NO	NO	NO	
1	A General Hardware	5%	EA							15.00%	
2	B Electrical Supplies	5%	EA							15.00%	
3	C Heating & Cooling Supplies	5%	EA							15.00%	
4	D Lighting	5%	EA							15.00%	
5	E Plumbing Supplies	5%	EA							15.00%	
6	F Construction Materials	5%	EA							10.00%	
7	G Hand/ Power Tools	5%	EA							20.00%	
8	H Special Ordered Items	5%	EA							15.00%	
9	I Interior & Exterior Building Materials	5%	EA							15.00%	
10	J Lumber	5%	EA							20.00%	
11	K Paint & Paint Supplies	5%	EA							20.00%	
TOTAL BASE BID				0.00%	0.00%	0.00%	10.00%	0.00%	0.00%	182.00%	



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

*Reviewed:

[Signature]
Tim Montgomery, City Manager

03/05/2024
Date

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

Date Submitted: March 5, 2024

Department Submitting: Public Works

Submitter: Arnold Lopez

Documents to be reviewed: RFB for Building Material & Related Supplies with Hacienda Home Center

Deadline: asap

Submitter Comments: _____

Received by CM - Office Mgr/HR: mg

Date: 3-5-2024

City Manager / HR Comments: _____

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

Approved / Disapproved: *(Reason for Disapproval):* 03/06/2024

Changes: _____

Date: _____

1

[Signature]
Attorney Review

03/06/2024
Date

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

2

Finance Director

Date

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

3

[Signature]
Tim Montgomery, City Manager

03/07/2024
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.*



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

Meeting Date: February 12, 2025

Date Submitted: 01/31/25

Department: Utilities

Item/Topic: Addendum #1 to Contract #4063-24 with Pat Romero Feed & Supply for building materials and related services. RFP 2024-13 was awarded on 03/11/24 and Agreement #4063-24 was signed on 03/11/24. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of department line item numbers as needed.

Attachments: Addendum #1, Contract 4063-24.

Committee Recommendation: This item will be discussed at the February 6, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

ADDENDUM #1

AGREEMENT/CONTRACT #4063-24

RFP# 2024-13

AWARDED ON: 3/11/24

PAT ROMERO FEED & SUPPLY INC

This Addendum entered into this _____ **Day of** _____, **2025** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **PAT ROMERO FEED & SUPPLY INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/11/2024 the City and PAT ROMERO FEED & SUPPLY INC entered into an Agreement/Contract pursuant to a call for RFP in which PAT ROMERO FEED & SUPPLY INC agreed to provide:

Building Materials& Related Supplies

WHEREAS, the City and PAT ROMERO FEED & SUPPLY INC now desire to extend the original Agreement/Contract for an additional year from **3/11/25 thru: 3/10/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4063-24.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation ***Building Materials& Related Supplies***, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 03/11/2024 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 03/11/2024 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**PAT ROMERO FEED & SUPPLY
INC**

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

**CITY OF LAS VEGAS
BUILDING MATERIALS & RELATED SUPPLIES
PRICE AGREEMENT WITH PAT ROMERO FEED & SUPPLY INC.**

This Price 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 Pat Romero Feed & Supply Inc ("Vendor"), of 406 Pecos Street Box 1264, Las Vegas, New Mexico, 87701, on this 11th day of March, 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 Vendor to perform those certain services as described in the Scope of Services portion of this Agreement; and whereas, the Vendor 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, Vendor and the City agree as follows:

CITY OF LAS VEGAS PRICE AGREEMENT

Article I – Statement of Work: Under the terms and conditions of this Price Agreement all City of Las Vegas Divisions allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder. The items and/or services to be ordered shall be as listed under "Attachment "A"- Rates for Services. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City of Las Vegas Division Managers, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term: The term of this Price Agreement, for issuance of orders, shall be as indicated. The Vendor shall perform services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year (1 year). The contract, including amendments thereof, may not exceed a total duration of one year (1 year). The contract will begin upon final approval by the City Manager.

Article III – Specifications: Items and/or services furnished hereunder shall conform to the requirements to items listed under "Attachment "A"- Rates for Services. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Orders: Offerors shall be capable of accepting quotes over the counter or via telephone and or email. All orders shall require a purchase order which shall be reference on the order confirmation and

invoice. All orders shall be accepted by the contractor between the hours of 8:00 a.m. through 4:30 p.m. EST, Monday through Friday, except legal holidays. All orders processed shall be shipped to the specified destination within 24-48 hours after receipt of order with the exception of custom (non-stock) orders which must be provided within 10 business days after receipt of order or remain in contact with division. All orders shall be labeled and packaged adequately to assure safe handling and proper delivery.

Article V – Termination: The City may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment: This Price Agreement may be amended by mutual agreement of the City of Las Vegas Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City of Las Vegas Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity: Clause Vendor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendors, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto. It is specifically agreed between the parties executing this agreement that it 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(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

“Attachment “A” – Price Schedule: Discounted prices as listed in the price “Attachment “A” hereto are firm.

Terms and Conditions
(Unless otherwise specified)

- 1. General:** When the Division Manager or his/her designee issues a purchase order in response to the Vendor's bid, a binding contract is created.
- 2. Minimum Requirements:** All goods shall be new current production. Materials such as (but not limited to) electrical, plumbing, building, cleaners and/or lumber shall be of first line industrial quality with high usage expectancy and capacity.
- 3. Assignment:**
 - A. Neither the order, nor any interest therein, nor any claim there-under, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3B or as expressly authorized in writing by the Division Manager or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.
- 4. Discounts:** Payment discounts are mandatory stated in Vendors bids.
- 5. Inspection:** Final inspection and acceptance will be made at the destination by City designee. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
- 6. WARRANTIES AND GUARANTEES:** The Vendor guarantees that the products are new (or remanufactured to new specifications) with every unit delivered, guaranteed against faulty material and workmanship for the manufacturer's standard warranty period from date of delivery. If faulty, the unit or part affected is to be replaced without any cost to the City, including labor and transportation charges within ten business days.
- 7. Taxes:** The unit price shall exclude all state taxes where applicable.
- 8. Packing, Shipping and Invoicing:**
 - A. the Cities purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments.
 - B. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
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10. Default: The City reserves the right to cancel all or any part of this order without cost to the City, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Vendor due to any of the above, unless the City shall determine that the supplies or services to be furnished by the Vendor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

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CITY OF LAS VEGAS

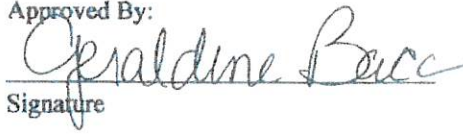
VENDOR

Approved By:



Timothy Montgomery, City Manager

Approved By:



Signature

Attest:



Cassandra Fresquez, City Clerk

Printed Name:

Geraldine Bacc

Position:

owner

Approved as to legal sufficiency:



Attorney

"ATTACHMENT "A"

PAT ROMERO FEED & SUPPLY INC. COST PROPOSAL

CITY OF LAS VEGAS, NEW MEXICO

OPENING NO. 2024-13

BUILDING MATERIALS & RELATED SUPPLIES

RATES FOR SERVICE BROKEN DOWN

Request for Bid		Offerors									
Build Materials & Related Supplies		Pat Romero									
1700 North Grand Ave.											
RFB #2024-13											
17-Jan-24											
BID QUANTITIES											
REF. NO.	BUYER'S NO.	ITEM DESCRIPTION	QTY	UNIT	BASE	DISC	NET	TAX	DEL	PROJ	PROJ
1	A	General Hardware	5%	EA			20.00%				
2	B	Electrical Supplies	5%	EA			10.00%				
3	C	Heating & Cooling Supplies	5%	EA			15.00%				
4	D	Lighting	5%	EA			15.00%				
5	E	Plumbing Supplies	5%	EA			20.00%				
6	F	Construction Materials	5%	EA			15.00%				
7	G	Hand/ Power Tools	5%	EA			5.00%				
8	H	Special Ordered Items	5%	EA			10.00%				
9	I	Interior & Exterior Building Materials	5%	EA			10.00%				
10	J	Lumber	5%	EA			5.00%				
11	K	Paint & Paint Supplies	5%	EA			10.00%				
TOTAL BASE B.O.					0.00%	135.00%	0.00%	10.00%	0.00%	0.00%	0.00%



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

*Reviewed:

Tim Montgomery, City Manager

03/07/2024
Date

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

Date Submitted: March 6, 2024

Department Submitting: Public Works

Submitter: Arnold Lopez

Documents to be reviewed: Contract with Pat Romero

Deadline: ASAP

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____

Date: _____

City Manager / HR Comments: _____

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

Approved / Disapproved: (Reason for Disapproval): _____

1 Changes: NA
 Date: 03/07/2024
Attorney Review Date

Approved / Disapproved: (Reason for Disapproval): _____

2 Date: 3/11/24
Finance Director Date

Approved / Disapproved: (Reason for Disapproval): _____

3 Date: 3/11/2024
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.*



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

Meeting Date: February 12, 2025

Date Submitted: 01/31/25

Department: Utilities

Item/Topic: Addendum #1 to Contract #4062-24 with BTU DO IT BEST for building materials and related services. RFP 2024-13 was awarded on 03/11/24 and Agreement #4062-24 was signed on 03/11/24. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of department line item numbers as needed.

Attachments: Addendum #1, Contract 4062-24.


Committee Recommendation: This item will be discussed at the February 6, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:


Department Director

Reviewed By:


Finance Director


City Manager

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

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

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

ADDENDUM #1

AGREEMENT/CONTRACT #4062-24

RFP# 2024-13

AWARDED ON: 3/11/24

BTU DO IT BEST

This Addendum entered into this _____ Day of _____, 2025 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **BTU DO IT BEST**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/11/2024 the City and BTU DO IT BEST entered into an Agreement/Contract pursuant to a call for RFP in which BTU DO IT BEST agreed to provide:

Building Materials& Related Supplies

WHEREAS, the City and BTU DO IT BEST now desire to extend the original Agreement/Contract for an additional year from **3/11/25 thru: 3/10/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4062-24.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation ***Building Materials& Related Supplies***, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

- 1. This Agreement and the prior agreement dated 03/11/2024 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
- 2. That all of the provisions of the 03/11/2024 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

BTU DO IT BEST

REVIEWED AND APPROVED:

 Tim Montgomery Date
 City Manager

 Title Date

ATTEST:

 Casandra Fresquez Date
 City Clerk

**CITY OF LAS VEGAS
BUILDING MATERIALS & RELATED SUPPLIES
PRICE AGREEMENT WITH BTU DO IT BEST**

This Price 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 BTU Do It Best ("Vendor"), of 900 Mills Avenue, Las Vegas, New Mexico, 87701, on this 11th day of March, 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 Vendor to perform those certain services as described in the Scope of Services portion of this Agreement; and whereas, the Vendor 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, Vendor and the City agree as follows:

CITY OF LAS VEGAS PRICE AGREEMENT

Article I – Statement of Work: Under the terms and conditions of this Price Agreement all City of Las Vegas Divisions allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder. The items and/or services to be ordered shall be as listed under "Attachment "A"- Rates for Services. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City of Las Vegas Division Managers, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Vendor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term: The term of this Price Agreement, for issuance of orders, shall be as indicated. The Vendor shall perform services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The agreement term will be for one year (1 year). The contract, including amendments thereof, may not exceed a total duration of one year (1year). The contract will begin upon final approval by the City Manager.

Article III – Specifications: Items and/or services furnished hereunder shall conform to the requirements to items listed under "Attachment "A"- Rates for Services. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Orders: Offerors shall be capable of accepting quotes over the counter or via telephone and or email. All orders shall require a purchase order which shall be reference on the order confirmation and

invoice. All orders shall be accepted by the contractor between the hours of 8:00 a.m. through 4:30 p.m. EST, Monday through Friday, except legal holidays. All orders processed shall be shipped to the specified destination within 24-48 hours after receipt of order with the exception of custom (non-stock) orders which must be provided within 10 business days after receipt of order or remain in contact with division. All orders shall be labeled and packaged adequately to assure safe handling and proper delivery.

Article V – Termination: The City may terminate this Agreement for convenience or cause. The Vendor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment: This Price Agreement may be amended by mutual agreement of the City of Las Vegas Purchasing Agent or his/her designee and the Vendor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City of Las Vegas Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity: Clause Vendor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Vendors, and/or its employees, own negligent act or omission while Vendor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto. It is specifically agreed between the parties executing this agreement that it 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(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement. Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

“Attachment “A” – Price Schedule: Discounted prices as listed in the price “Attachment “A” hereto are firm.

Terms and Conditions
(Unless otherwise specified)

1. General: When the Division Manager or his/her designee issues a purchase order in response to the Vendor's bid, a binding contract is created.

2. Minimum Requirements: All goods shall be new current production. Materials such as (but not limited to) electrical, plumbing, building, cleaners and/or lumber shall be of first line industrial quality with high usage expectancy and capacity.

3. Assignment:

A. Neither the order, nor any interest therein, nor any claim there-under, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3B or as expressly authorized in writing by the Division Manager or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the City as to goods, services, and materials purchased in connection with this bid are hereby assigned to the City.

4. Discounts: Payment discounts are mandatory stated in Vendors bids.

5. Inspection: Final inspection and acceptance will be made at the destination by City designee. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

6. WARRANTIES AND GUARANTEES: The Vendor guarantees that the products are new (or remanufactured to new specifications) with every unit delivered, guaranteed against faulty material and workmanship for the manufacturer's standard warranty period from date of delivery. If faulty, the unit or part affected is to be replaced without any cost to the City, including labor and transportation charges within ten business days.

7. Taxes: The unit price shall exclude all state taxes where applicable.

8. Packing, Shipping and Invoicing:

A. the Cities purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments.

B. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

C. Invoices must be submitted to the using agency and NOT the Division Manager or designee.

D. The Vendor shall resolve all order and invoice discrepancies (e.g., shortages, breakages, etc.) within five business days from notification.

9. PRODUCT RETURNS, PROBLEM PRODUCTS: Products returned because of quality problems, duplicated shipments, outdated product, etc. will be returned to the offeror within five business days and no restocking charge shall be applied. Product shall be replaced with specified products or the agency account shall be credited.

10. Default: The City reserves the right to cancel all or any part of this order without cost to the City, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Vendor due to any of the above, unless the City shall determine that the supplies or services to be furnished by the Vendor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

11. NON-EXCLUSIVITY: The City of Las Vegas can purchase product(s) from sources other than the Vendor provided that such product(s) are substantially similar in function, form or utility to the product(s) herein and are lower in price and/or available under terms which are more economically efficient to the City (e.g. delivery terms, warranty terms, etc.). Such purchases are subject to the State of New Mexico Municipal Law and local laws in regard to competitive bidding requirements.

12. Nondiscrimination: Vendor doing business with the City of Las Vegas must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

13. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

14. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

15. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user city agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

16. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.


17. Records and Audit: The Vendor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of two (2) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Division, and City Purchasing Division. The Division shall

have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

CITY OF LAS VEGAS

VENDOR:

Approved By:



Timothy Montgomery, City Manager


Attest:



Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:

Attorney



Approved By:



Signature

Printed Name: Gallan Serna

Position: General Manager

“ATTACHMENT “A”

**BTU DO IT BEST COST PROPOSAL
CITY OF LAS VEGAS, NEW MEXICO**

OPENING NO. 2024-13

BUILDING MATERIALS & RELATED SUPPLIES

RATES FOR SERVICE BROKEN DOWN

RFB #2024-13		Request for Bid									
RFB DESCRIPTION		Build Motors & Related Supplies									
LOCATION		1700 North Grand Ave									
SCHEDULE		RFB #2024-13									
DATE		17-Jan-24		Offerors							
BID QUANTITIES				BTU Do It Best							
REF. NO.	LINE NO.	ITEM DESCRIPTION	QTY	UNIT	BID	BID	BID	BID	BID	BID	
1	A	General Hardware	5%	EA					10.00%		
2	B	Electrical Supplies	5%	EA					10.00%		
3	C	Heating & Cooling Supplies	5%	EA					10.00%		
4	D	Lighting	5%	EA					10.00%		
5	E	Plumbing Supplies	5%	EA					10.00%		
6	F	Construction Materials	5%	EA					10.00%		
7	G	Hand/ Power Tools	5%	EA					10.00%		
8	H	Special Ordered Items	5%	EA					5.00%		
9	I	Interior & Exterior Building Materials	5%	EA					10.00%		
10	J	Lumber	5%	EA					5.00%		
11	K	Paint & Paint Supplies	5%	EA					10.00%		
TOTAL BASE BID					0.00%	0.00%	0.00%	10.00%	100.00%	0.00%	0.00%



Approval Form

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

*Reviewed:

Timothy Montgomery, City Manager

03/08/2024

Date

Date Submitted: 3/7/2024

Department Submitting: Public Works Department Submitter: Arnold Lopez

Documents to be reviewed: Building Material & Related Supplies Contract with BTU Do It Best

Deadline: ASAP

Submitter Comments: _____

Received by Human Resource: _____ Date: _____

City Manager / HR Comments: _____

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

Approved / Disapproved: (Reason for Disapproval): _____

Changes: _____

Date: _____

1

Attorney Review

03/11/2024

Date

Approved / Disapproved: (Reason for Disapproval): _____

2

Finance Director

Date

3/11/24

Approved / Disapproved: (Reason for Disapproval): _____

03/11/2024

3

Timothy Montgomery, City Manager

Date

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

Date: _____

**This form must be submitted with an Attorney Review prior to review and approval by 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: February 12, 2025

Date Submitted: 01/31/25

Department: Utilities

Item/Topic: Addendum #2 to Contract #3948-23 with Souder Miller & Associates for Water and Waste Water Treatment Plant management. RFP 2023-04 was awarded on 03/08/23 and Agreement #3948-23 was signed on 03/08/23. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of water and waste water treatment plant line item numbers as needed.

Attachments: Addendum #1, Addendum #2, Contract 3948-23.

Committee Recommendation: This item will be discussed at the February 6, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.


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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

ADDENDUM #2

AGREEMENT/CONTRACT #3948-23

RFP# 2023-04

AWARDED ON: 3/8/2023

SOUDER MILLER & ASSOCIATES

This Addendum entered into this _____ Day of _____ 2025 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **SOUDER MILLER ASSOCIATES**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/8/2023 the City and SOUDER MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER MILLER & ASSOCIATES agreed to provide:

WATER & WASTE WATER TREATMENT PLANT MANAGEMENT

WHEREAS, the City and SOUDER MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **3/8/2025 thru: 3/7/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3948-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WATER & WASTE WATER TREATMENT PLANT MANAGEMENT** as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 3/8/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 3/8/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

SOUDER MILLER & ASSOCIATES

REVIEWED AND APPROVED:

Tim Montgomery Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 3948-23
City of Las Vegas
Date

ADDENDUM #1

AGREEMENT/CONTRACT #3948-23

RFP# 2023-04

AWARDED ON: 3/8/2023

SOUDER MILLER & ASSOCIATES

This Addendum entered into this **29TH Day of March, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **SOUDER MILLER ASSOCIATES**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 3/8/2023 the City and SOUDER MILLER & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which SOUDER MILLER & ASSOCIATES agreed to provide:

WATER & WASTE WATER TREATMENT PLANT MANAGEMENT

WHEREAS, the City and SOUDER MILLER & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **3/8/2024 thru: 3/7/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3948-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WATER & WASTE WATER TREATMENT PLANT MANAGEMENT** as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.


NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 3/8/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 3/8/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

SOUDER MILLER & ASSOCIATES

REVIEWED AND APPROVED:

DocuSigned by:

 FF4B8F7BD290480


 01/11/2024

 Tim Montgomery Date
 Interim City Manager

President, SMA Operations, LLC 01/11/2024 | 9:20

 Title Date

ATTEST:

 1/11/24

 Casandra Fresquez Date
 City Clerk

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND SMA OPERATIONS, LLC

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 SMA Operations, LLC (“Contractor”), of 2904 Rodeo Park Drive East, Bldg 100, Santa Fe, New Mexico 87505, on this 8th day of March, 2023 (“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 and provide Water & Waste Water Treatment Plant Management Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas Water & Waste Water Treatment Plants as needed and funding allows. Reference to ATTACHMENT B for a listing of assumptions and exclusions. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The Offeror will provide Water & Waste Water Treatment Plant Management Services in the following areas:

1. Must have a minimum of one certified State of New Mexico Water & Waste Water Operator Level IV and have available certified NM Water and Waste Water operators to support the needs of the City of Las Vegas.
2. Manage, operate and maintain water and waste water treatment system within regulatory limits.
3. Supervise City staff for ongoing Operations and Maintenance (O& M) responsibilities.
4. Manage scheduling of Staff Operators, including daily shifts, stand-by and callout schedules.

5. Oversee sampling, in- house testing, and delivery to laboratory for analysis for compliance monitoring as required by permit.
6. Inspect chemical feed systems and maintain dosing levels for each system. Maintain chlorine residual for the water production system.
7. Provide routine maintenance, visual inspections, and housekeeping. Oversee use of work scheduling and completion.
8. Coordinate with distribution staff on system storage, scheduled, and emergency shutdowns.
9. Coordinate with Utility Department Project Managers and Contractors on Capital Improvement Projects taking place on Water and Waste Water Treatment and Production System.
10. Oversee Operations Staff to perform corrective maintenance on equipment. Oversee internal improvement projects of facility. Prepare purchase requisitions for purchase of materials and equipment for preventative, corrective maintenance and internal improvement projects.
11. Provide status reports of equipment and system components to Utilities Director.
12. Manage necessary licenses, certifications, and training and identify training for Operations Staff (required for certification and desire to improve overall skill set).
13. Inventory valve condition and position in water production system and exercise valves annually.
14. Complete security checks during site visits to ensure water production security against vandalism and animals. Notify designated City emergency contact if necessary
15. Notify Utilities Director of corrective maintenance that may be required that are beyond preventive maintenance activities. Under the direction of the City solicit quotes as required for City procurement.
16. Document inventory and notify Utility Department of spare parts and miscellaneous items needed for continuous operation of facilities.
17. Coordinate restocking of consumables necessary for water & waste water production system operation, including chemicals, fuses, electrical components, housekeeping and maintenance items, etc.
18. Inspect facilities for lighting, heating, and cooling and notify Utilities Director of needs and improvements.
19. Notify Utilities Director of all unforeseen conditions, such as water leaks and power outages.
20. Meet with compliance agencies as required for inspections.
21. Review and adhere to emergency response plan and site health and safety plan.
22. Maintain grounds and keep areas free of weeds, debris, and facilities free of pests.
23. Perform work per OSHA standards.
24. Schedule Operators to record tank levels and perform walk-around inspections of supply, treatment and storage facilities for external damage.

25. Log pump run hours and totalized flow for each well and booster station.
26. Manage maintenance schedules for electrical and mechanical equipment.
27. Review permits and assist City to ensure permits stay current.
28. Assist in training City Operators for progressive certifications.
29. Assist City with other tasks and activities for WTP & WWTP Operations as requested for the City and discussed prior to commencement of activities.
30. All other WTP & WWTP operations and tasking specific to all levels of New Mexico water and waste water operators.
31. Provide presentations as directed.
32. All other WTP & WWTP operations and tasking specific to all levels of New Mexico water and waste water operators.

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

- A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule
- B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).
- C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.
- D. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Agreement.

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

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

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

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

7. PROFESSIONAL STANDARDS: 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 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 which may arise from his negligent performance under this Agreement to the proportionate extent that such damages are caused by Contractor's negligence or willful misconduct. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims to the proportionate extent that such damages are caused by Contractor's negligence or willful misconduct. Similarly, the City shall indemnify the Contractor for all losses, damages, claims, actions, or demands to the extent caused by the City's willful misconduct or negligent acts, errors or omissions as a result of this Agreement.

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.

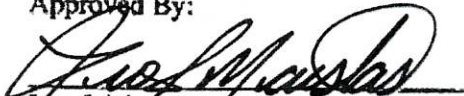
23. WORKERS COMPENSATION INSURANCE: Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require 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.

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

CITY OF LAS VEGAS

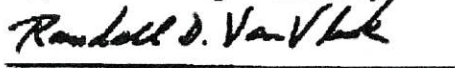
Approved By:


Leo J. Maestas, City Manager

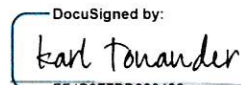
Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


New Mexico Local Government Law

CONTRACTOR:

DocuSigned by:

FF48BF7BD280480
Signature

Printed Name: Karl Tonander
Position: President, SMA Operations
2023 | 1:49

“ATTACHMENT “A”

SMA OPERATIONS, LLC COST PROPOSAL

CITY OF LAS VEGAS, NEW MEXICO

OPENING NO. 2023-04

**WATER & WASTEWATER TREATMENT PLANT OPERATIONS& MANAGEMENT
SERVICES**

RATES FOR SERVICE BROKEN DOWN

FEE SCHEDULE - EFFECTIVE JANUARY 2023
SMA OPERATIONS, LLC

OPERATION AND MANAGEMENT SERVICES

Operations Manager	\$ 80.00 per hour
Certified Operator IV	\$ 70.00 per hour
Certified Operator III	\$ 65.00 per hour
Certified Operator II	\$ 50.00 per hour
Certified Operator I	\$ 40.00 per hour
Operator IV	\$ 65.00 per hour
Operator III	\$ 60.00 per hour
Operator II	\$ 45.00 per hour
Operator I	\$ 35.00 per hour
Certified Laboratory Technician III	\$ 65.00 per hour
Certified Laboratory Technician II	\$ 50.00 per hour
Certified Laboratory Technician I	\$ 40.00 per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing. Project related expenses shall be billed at cost + 10%. *A complete list of expense rates is available upon request.*

OTHER SERVICES

- Telephone/facsimile/postage @ actual cost
- Vehicle @ \$25/day while on site
- Mileage @ \$0.655 per mile (or current IRS rate)
- Per diem \$155.00 per day (or max per-diem rate per USGSA)
- Other travel (car rental, air, etc.) @ actual cost

Travel time for operators will be invoiced to the Client based on travel from the SMA Operations Santa Fe Office (or nearer) to the City.

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

PRIVATE AND CONFIDENTIAL



PREFERRED PROFESSIONAL FEE SCHEDULE - EFFECTIVE JANUARY 2021**PROFESSIONAL SERVICES**Professional Staff

Principal	\$ 230.00	per hour
Senior Manager III	\$ 220.00	per hour
Senior Manager II	\$ 200.00	per hour
Senior Manager I	\$ 190.00	per hour
Senior Engineer/Scientist/Surveyor III	\$ 180.00	per hour
Senior Engineer/Scientist/Surveyor II	\$ 165.00	per hour
Senior Engineer/Scientist/Surveyor I	\$ 150.00	per hour
Project Engineer/Scientist/Surveyor III	\$ 140.00	per hour
Project Engineer/Scientist/Surveyor II	\$ 130.00	per hour
Project Engineer/Scientist/Surveyor I	\$ 120.00	per hour
Staff EIT/Scientist/LSIT III	\$ 120.00	per hour
Staff EIT/Scientist/LSIT II	\$ 110.00	per hour
Staff EIT/Scientist/LSIT I	\$ 100.00	per hour

Technical Staff

Engineering/Design/Survey/Field Tech VIII	\$ 165.00	per hour
Engineering/Design/Survey/Field Tech VII	\$ 145.00	per hour
Engineering/Design/Survey/Field Tech VI	\$ 125.00	per hour
Engineering/Design/Survey/Field Tech V	\$ 110.00	per hour
Engineering/Design/Survey/Field Tech IV	\$ 95.00	per hour
Engineering/Design/Survey/Field Tech III	\$ 80.00	per hour
Engineering/Design/Survey/Field Tech II	\$ 70.00	per hour
Engineering/Design/Survey/Field Tech I	\$ 60.00	per hour
Technical Intern II	\$ 60.00	per hour
Technical Intern I	\$ 50.00	per hour
Construction Observer IV	\$ 110.00	per hour
Construction Observer III	\$ 90.00	per hour
Construction Observer II	\$ 75.00	per hour
Construction Observer I	\$ 60.00	per hour

Support Staff

Project Financial/Manager Assistant II	\$ 90.00	per hour
Project Financial/Manager Assistant I	\$ 70.00	per hour
Administrative Assistant IV	\$ 110.00	per hour
Administrative Assistant III	\$ 90.00	per hour
Administrative Assistant II	\$ 70.00	per hour
Administrative Assistant I	\$ 50.00	per hour

EXPENSES

All project-related expenses will be billed at rates determined with respect to current market pricing; a complete list of expense rates is available upon request.

OTHER SERVICES

Telephone/facsimile/postage @ actual cost
 Mileage @ \$0.56 per mile (or current IRS rate)
 Per diem \$151.00 per day (or max per-diem rate per USGSA)
 Other travel (car rental, air, etc.) @ actual cost

SUBCONTRACTED SERVICES

Subconsultants, analytical laboratories, drilling services & general subcontractors @ cost+10%

Applicable tax applies to all billable hours, expenses and other charges for which such tax has not previously been paid. Overtime will be charged at a rate of 1.5x on time & materials contracts with prior written acknowledgement of the client for services in excess of 8 hours in a day, on weekends or holidays. A 1.5% interest charge per month will be applied to all invoices not paid within 30 days.

ATTACHMENT B
Assumptions and Exclusions

Critical facilities for work environment (Assumptions)

Repair and Replacement activities outside of normal operating conditions and normal working hours, repair services or coordination of contracted repair services for the facility or process equipment are time and materials outside of the contract. Purchase of any tools, equipment parts and/or outside repair personnel other than those listed in the contract shall be billed as per the SMA Operations Rate Schedule upon notification and approval by Utility Director.

It is assumed City employees will perform daily O&M and emergency response of the Water Treatment Plant, Wastewater Treatment Plant, and Collection System under the management of SMA Operations Staff. In the event the City is unable to respond to an emergency event SMA Operations will assist to manage and mitigate the emergency at the direction of the Utilities Director.

SMA Operations, LLC recognizes that the successful operation of the City of Las Vegas Water Production System and Wastewater Treatment Facility is a joint effort between our company and the City. It is the Owner's responsibility to provide the necessary resources (monetary and non-monetary) for operation of the system.

Critical facilities are items to be provided by the City in order for the scope of work described in this proposal to be completed by SMA Ops, including but not limited to:

1. Storage space for spare parts and equipment.
2. Dedicated spare parts and equipment for water production system, wastewater treatment facility, and repairs and maintenance of equipment.
3. Access to restroom and emergency shower.
4. Access to water production and storage facilities and/or notice of scheduled Capital Improvement Projects, special events or City activities that may impact operation of the water supply and storage facilities, based on best information available to Utilities Department.
5. Access to wastewater treatment facility and collection system components and/or notice of scheduled Capital Improvement Projects, special events or City activities that may impact operation of the wastewater treatment facilities, based on best information available to Utilities Department.
6. The City will reimburse SMA Operations for any specialty safety equipment acquired for City facilities.

Not in Contract (Exclusions)

The following items are not included in the contract scope of work:

1. All operating expenses including but not limited to: all utility costs, fuels, chemicals, and maintenance costs.
2. Payment of repair of equipment failure or resulting damages or effects except as attributed to Contractor negligence.
3. Facilities insurance as required.
4. Payment of laboratory analysis fees (to be invoiced to City of Las Vegas directly).
5. Payment of repairs, modifications, or upgrades to facility to meet compliance requirements.
6. All Distribution components not on WTP properties.
7. Work on specialized electrical components or specialized system repair.
8. Payment of equipment evaluations by manufacturer's representative and engineering analysis of water and wastewater system and components.
9. Payment of management/mitigation of unforeseen events that require additional resources not available at the facilities.
10. Development and revision to Emergency Response Plan outside of normal application and review process.



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

Meeting Date: February 12, 2025

Date Submitted: January 13, 2025

Department: Police


Item/Topic: Requesting approval to accept Project Agreement from the New Mexico Department of Transportation, Traffic Safety Division in the amount of \$18,192.00. This grant will be used by the Las Vegas Police Department for overtime to conduct ENDWI, Buckle-Up, Selective Training Enforcement Program (S.T.E.P.) operations throughout the City.

Fiscal Impact: None

Attachments: Award Letter and Project Agreement

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

Approved For Submittal By:




Department Director

Reviewed By:



Finance Director



City Manager

City Attorney (Approved as to Form)

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

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

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



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: Nov 26 2024 1:14PM

To: Ricky Serna, Cabinet Secretary

Through: Shannon Glendenning, Director, Traffic Safety Division DocuSigned by:
Shannon Glendenning
DE0D3FFF3B06491...

Through: Amber Montoya, Staff Manager DocuSigned by:
Amber Montoya
96053378AB0A49E...

From: Steve Lujan, Program Manager DocuSigned by:
Steven Lujan
3B8E7F1F7DA4E4...

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and City of Las Vegas

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Chandelle Sisneros
Commissioner,
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice
Chairman
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

1. TSD Program Manager Steve Lujan Phone # (505) 709-7861 will oversee the project(s).
2. The Consolidated Agreement provides funding to Las Vegas, City of to conduct the following project(s) and activities as shown below.
 - ENDWI – \$9,592.00 (BIL 164 Transfer Funds)
The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
 - BKLUP -\$2,920.00 (State Road Fund)
The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
 - STEP – \$5,680.00 (State Road Fund)
Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.
3. The agreement will be effective from date of last signature to 9/30/2025.
4. Scopes of work, including deliverables, are provided in the applicable exhibits attached to the agreement below.
5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

City of Las Vegas
Michael Lopez-Lieutenant
318 Moreno Street
Las Vegas, NM 87701

RE: Project Agreement

Dear Coordinator:

Enclosed is the project agreement for the federal 2025 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
05-AL-64-050	BIL 164 Transfer Funds	20.608	69A37524300001640NMA	4/30/2024	\$9,592.00
05-OP-RF-050	State Road Fund				\$2,920.00
05-PT-RF-050	State Road Fund				\$5,680.00

2 CFR Subpart F 200.500-521

(a) **Audit required.** A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends \$1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than \$1,000,000.* A non-Federal entity that expends less than \$1,000,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503.

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Chandelle Sisneros
Commissioner,
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner, Vice
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Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6



New Mexico DEPARTMENT OF
TRANSPORTATION
MOBILITY FOR EVERYONE

Records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than \$1,000,000 during your agency's fiscal year 2024, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the \$1,000,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {24}."

Your agency must submit copies of audits and review reports associated with this grant agreement to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan

Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification, and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators

The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:

ENDWI Small - 1 DWI in 36 hours

BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.

STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

DocuSigned by:

Shannon Glendenning

DE0D3FFF3B86431
Shannon Glendenning, Director,
Traffic Safety Division

Enclosure

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and Las Vegas, City of (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:
 - a. End Driving While Impaired (**ENDWI**), Project No. 05-AL-64-050, \$9,592.00;
 - b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 05-OP-RF-050, \$2,920.00;
 - c. Selective Traffic Enforcement Program (**STEP**), Project No. 05-PT-RF-050, \$5,680.00;
 - d. Total Funding awarded per this Agreement \$18,192.00.
2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibit(s): **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP;
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.
5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.
6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The parties acknowledge that termination will not nullify obligations incurred prior to termination and any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

7. **Appropriations.** The Grantee acknowledges that:

- a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature
- b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
- c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

- a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21
- b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above
- c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
- d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
- e. those sections in Appendix A to Part 1300 labeled "applies to subrecipients as well as states."

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

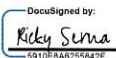
to the Grantee at:
City of Las Vegas
Attn: Michael Lopez - Lieutenant
318 Moreno Street
Las Vegas, NM 87701

10. **Severability.** The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.
11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the parties' liabilities as governed by law.
12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.
13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The grantee may not start work until directed to by the Department. The Agreement terminates on September 30, 2025, unless earlier terminated as provided in Section 6 or Section 7.
14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.
15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.
16. **No Third-party Beneficiary.** This Agreement does not confer any rights or remedies on anyone other than the parties.
17. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.
18. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).
19. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

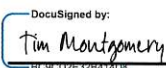
The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION


By:  _____ Date: 1.10.25
Cabinet Secretary or Designee

Las Vegas, City of

By:  _____ Date: 01/07/2025

Title: City Manager

Approved as to form and legal sufficiency.

By:  _____ Date: 12/27/2024
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

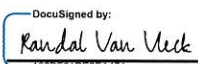
By:  _____ Date: 12.30.2024
Counsel for Las Vegas, City of

Exhibit A: Scope of Work, Training, Reimbursement and Reporting**END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 05-AL-64-050**

- 1. Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) in high crash locations, identified in data compiled by local, state, or federal government agencies, included in the Grantee's Operational Plan, and as negotiated between the Department and the Grantee. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media, and educational activities. SCs must be scheduled to be staffed by at least five (5) officers as required by City of Las Cruces v. Bentancourt, 1987-NMAC-039, and must last a minimum of four (4) hours. The number of officers staffing an SC must meet the amount required by Bentancourt but not exceed the number detailed in the Grantee's Operational Plan. If the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DDEPs based on the justification. The Grantee is encouraged to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.
- 2. Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

"Winter Superblitz Period" means November 16, 2024 to January 1, 2025.

"St. Patrick's Day Mini Superblitz Period" means March 9 to March 17, 2025.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2025.

"National Occupant Protection Mobilization Click It Or Ticket Period" means May 19 to June 1, 2025.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2025.

"National DWI Mobilization Period" means August 15 to September 1, 2025.

"Summer enforcement Period" means June 18, 2025 to September 20, 2025.
- 3. Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. Reimbursement. The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.

Each claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

- a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department;
- b. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
- c. pay, including overtime, for officers' attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
- d. overtime costs for officers or authorized personnel to support activities directly related to the SCs conducted during the claim month. Authorized personnel may include dispatcher(s), transport personnel, and others as authorized by checkpoint supervisor or command staff. The Grantee can only claim up to ten percent (10%) of the total monthly claim amount;
- e. in-state travel and related expenses for officers to attend DWI related training approved by the Department in advance to be reimbursed in accordance with 2.42.2 NMAC; and
- f. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. Reporting. *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. Funding. The Department expects the funding source to be BIL 164 Transfer Funds and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$9,592.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$9,592.00

7. Goals. Projected annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts, and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2024 annual target of 150 alcohol-impaired fatalities, with reductions each year through 2026.

Exhibit B: Scope of Work, Training, Reimbursement and Reporting

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 05-OP-RF-050

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

"Winter Superblitz Period" means November 16, 2024 to January 1, 2025.

"St. Patrick's Day Mini Superblitz Period" means March 9 to March 17, 2025.

"Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2025.

"National Occupant Protection Mobilization Click It or Ticket period" means May 19 to June 1, 2025.

"Fourth of July Mini Superblitz Period" means July 1 to July 8, 2025.

"National DWI Mobilization Period" means August 15 to September 1, 2025.

"Summer enforcement period" means June 18, 2025 to September 20, 2025.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. Reimbursement. The Department will pay the Grantee for the actual cost paid to personnel that worked ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025 on a form approved by the Department. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department.
- b. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
- c. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
- d. assistance at child safety seat clinics or car seat fitting stations.
- e. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. Reporting. *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico Law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. Funding. The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	\$2,920.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$2,920.00

7. Goals.

- a. Projected annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 122.7 occupant fatalities, with reductions each year through 2026.
- b. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has determined to set targets of 90 percent in 2024, 2025 and 2026.

Exhibit C: Scope of Work, Training, Reimbursement and Reporting**SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and
SUMMER ENFORCEMENT PERIOD** Project Number: 05-PT-RF-050

- 1. Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 19, 2025 through September 21, 2025.*

- 2. Definitions.** For purposes of this exhibit, the following definitions apply:

"Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

"Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

"Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

- 3. Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee shall notify the Department of any changes to its Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

- 4. Reimbursement.**
The Department will pay the Grantee for the actual cost paid to personnel that worked DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. At minimum, the Grantee should submit quarterly claims no later than January 30th, April 30th, and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2025 on a form approved by the Department. If the final claim is submitted after October 31, 2025, the claim must be accompanied by a justification letter. The Department may deny the claim.

The Department will pay the Grantee for the following:

- a. The Grantee must submit claims by the 10th of each month unless otherwise directed by the Department.
- b. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this Exhibit C; and
- c. training for officers as approved by the Department. Pay for travel and traffic safety related training
- d. the employer's portion of related FICA taxes for each reimbursed hour if payment of such is included as a provision in the agency's written policy, personnel rule, municipal or county resolution, union, or association contract, or other document submitted to and accepted by the Department.

5. Reporting. *The Grantee must submit activity reports by the 10th of each month using the activity report form provided unless otherwise directed by the Department.* Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico law. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee does not submit crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. Funding – STEP. . The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department’s discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project’s itemized budget is as follows:

Personal Services	\$5,680.00
Contractual Services	\$0.00
Commodities	\$0.00
Indirect	\$0.00
Other	\$0.00
TOTAL	\$5,680.00

7. Goals.

- a. Annual and five-year average speeding-related fatality data indicate increasing numbers and rates of such fatalities from 2021 through 2026. The State's Police Traffic Services program is focused on all dangerous driving behaviors, including speeding. The proven countermeasures focused on high-visibility enforcement will support the State's efforts to reduce these fatalities by prioritizing identified high-risk community streets and roadways, and by providing support and training to law enforcement officers. The State has set a 2024 annual target of 170 speeding-related fatalities, with reductions each year through 2026.
- b. Annual and five-year average alcohol-impaired fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. The State's comprehensive set of proven countermeasure strategies and projects including ENDWI enforcement and media, law enforcement and prosecution support, supervised probation, drug courts and court monitoring will assist the State in achieving reductions in these preventable fatalities. The State has set a 2024 annual target of 150 alcohol impaired fatalities, with reductions each year through 2026.
- c. Annual and five-year average occupant fatality data indicate increasing numbers and rates of these fatalities from 2021 through 2026. Given the State's comprehensive set of proven countermeasure strategies and associated projects, including enforcement of primary seat belt and child restraint use laws, high-visibility media, and child safety seat distribution system, the State has set a 2024 five-year average target of 122.7 occupant fatalities, with reductions each year through 2026.
- d. The State anticipates being able to increase its seat belt use to at least 90 percent over the next three years, and although projections indicate a decline in these numbers through 2026, the State has set targets of 90 percent seat belt use in 2024, 2025 and 2026.
- e. Five-year average fatalities indicate increasing fatalities from 415.6 in 2021 to 470.4 in 2024; however the State has set a 2024 five-year target of 450.0 fatalities, with reductions in 2025 and 2026.
- f. The methodology used to project five-year average suspected serious injuries indicate decreasing levels between 2021 to 2024, with levels more in the 2021 range in 2025 and 2026; however the State has set a 2024 five-year target of 1,018.6 serious injuries, with reductions through 2026.

- g. Five-year average motorcyclist data indicate between 50 and 52 motorcyclist fatalities between 2021 and 2024, with slightly higher projections for 2025 and 2026. The State's Motorcycle Safety Program projects focused on Motorcyclist Rider Training, includes highlighting dangerous driving behaviors, such as impaired driving and non-helmet driving or riding. NMDOT also supports motorcycle safety awareness, communications and outreach to both motorcyclists and other vehicle drivers. The State has set a 2024 five-year average target of 49.8 motorcyclist fatalities, with reductions each year through 2026.
- h. Projected annual data for under-21 drivers in fatal crashes indicate a reduction in these crashes from a high of 66 in 2021 to 50 (per 2022 preliminary data); however projected data indicate higher numbers of these crashes from 2023 through 2026. The State-funded Driver Education and Driver Safety Program aims to provide quality and comprehensive driver safety education throughout the State to novice drivers with the goal of reducing preventable fatalities. The State has set a 2024 annual target of 60 under -21 fatal crashes, with reductions each year through 2026.
- i. 2021 pedestrian fatalities were at their highest level in over a decade at 102 in 2021, rising from 79 in 2020. 2022 preliminary data indicate a slight decrease to 94, but projections for 2024-2026 are indicating higher numbers of these fatalities. To assist the State with responding to these projected rises in fatalities, the NMDOT plans to work with NHTSA to facilitate a pedestrian program assessment in 2024. The State has set a 2024 annual target of 95 pedestrian fatalities, with reductions each year through 2026.
- j. 2021 five-year bicyclist fatalities were at their highest level in the last five years. Although the five-year average is expected to go up slightly in 2022, projections indicate a downward trend and given this, the State has set a 2024 five-year average target of 6.0 bicyclist fatalities, with reductions each year through 2026.

Appendix A to Part 1300-Certifications and Assurances for Highway Safety Grants

[Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.]

State: New Mexico

Fiscal Year: 2025

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4-Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300-Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201-Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_082720_I0.pdf) by reporting to FSRs.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- Unique entity identifier (generated by **SAM.gov**);
- The names and total compensation of the five most highly compensated officers of the entity if:
 - (i) the entity in the preceding fiscal year received -
 - (I) 80 percent or more of its annual gross revenues in Federal awards;
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION**(applies to subrecipients as well as States)**

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)*, (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)*, (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 USC. 324 et seq.)*, and *Title IX of the Education Amendments of 1972*, as amended (*20 U.S.C. 1681-1683* and *1685-1686*) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)*, as amended, (prohibits discrimination on the basis of disability) and *49 CFR part 27*;
- *The Age Discrimination Act of 1975*, as amended, (*42 U.S.C. 6101 et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)* (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and *49 CFR parts 37* and *38*;
- *Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- *Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- *Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- *Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. THE RECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs;
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
 - 1. Abide by the terms of the statement;
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted-
 - 1. Taking appropriate personnel action against such an employee, up to and including termination;
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

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 any 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 sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, 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.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was

- placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 5. **The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Parts 180 and 1200.** You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
 6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
 8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-
PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded**, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA

(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST

(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the

recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of

INDIAN TRIBES (23 U.S.C. 402(1)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)

4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
 - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to-
 - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
 - Increase use of seat belts by occupants of motor vehicles;
 - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
 - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
 - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
 - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148 (a); and
 - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

[Click here to validate form fields and permit signature](#)

DocuSigned by:
Ricky Serna
9F70E8A2520E42F2

7/31/24
07/31/24

Signature Governor's Representative for Highway Safety

Date

Ricky Serna
RICKY SERNA

Printed name of Governor's Representative for Highway Safety

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:	TS05339				
Government Unit:	City of Las Vegas				
Contract term:	(1/10/2025 – 09/30/2025)				
Supplier Number:	0000054343	Address ID:			
Grantee Contact Info					
Project Director and Title:		Michael Lopez - Lieutenant			
Phone:	(505) 652-8266	E-mail:	mike_lopez@lasvegasnm.gov		
Agency Name:	City of Las Vegas				
Address:	318 Moreno Street				
City, State ZIP:	Las Vegas, NM 87701				
TSD Contact Info					
Program Manager:	Steve Lujan	Phone:	(505) 709-7861		
TSD Finance:	Clarice Marien	Phone:	(505) 629-7968		
Budget Breakdown					
Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	05-AL-64-050	\$9,592.00	10010	5000000000	412181
BKLUP	05-OP-RF-050	\$2,920.00	20100	5100000000	412182
STEP	05-PT-RF-050	\$5,680.00	20100	5100000000	412183
Total		\$18,192.00			
PO Entered by TSD Finance:		<small>DocuSigned by:</small> <i>Clarice Marien</i>	Date:	1/13/2025	
PO Approved by Contracts:		<small>DocuSigned by:</small> <i>Morris Hurtado</i>	Date:	1/13/2025	
Comments:					



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

Meeting Date: February 12, 2025

Date Submitted: January 21, 2025

Department: Community Development

Item/Topic: Request to enter into a public hearing to seek approval to amend the official zoning map of the City Of Las Vegas.

Mr. Phillip Warfield has petitioned the City Of Las Vegas to rezone the property at 109 Grand Avenue from a C-3 (General Commercial Zone) to an R-3 (Mixed Residential Zone).

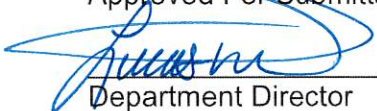
Fiscal Impact: None

Attachments: Backup Information/Attached Packet

Committee Recommendation: On January 13, 2025 the Planning & Zoning/Board of Adjustmens heard this case and recommended approval of the zone change.


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 _____

**Planning & Zoning/Board Of Adjustments
RECORD PROPER**

Applicant/ Petitioner..... Phillip Warfield
 Owner..... Phillip Warfield
 Location.....109 Grand Avenue Las Vegas NM, 87701
 Hearing Date.....Monday January 13, 2025 at 4:00 PM

ACTION REQUESTED

Mr. Warfield has brought in his zone change application in hopes to get it changed from a C-3 (General Commercial Zone) to a R-3 (Mixed Residential Zone).

BACKGROUND

Mr.Warfield is wanting to develop this from commercial zoning to residential zoning. He is wanting a single family development with a 2 car garage on this property.

EXHIBITS

Exhibit

No.	Description, Document name, and number of pages
1	Zone change Application, 4 pages
2	Letter To Applicant, 1 Page
3	Assessor Map Aerial Overhead, 1 Page
4	Google Earth Aerial Overhead , 1 Page
5	Warranty Deed, 1 page
6	Letter Of Intent, 1 Page
7	100 Foot Letters Sent Out 1 Page
8	ORDINANCE NO. 25-01
9	
10	

CITY OF LAS VEGAS, NV
(505) 454-1401

DATE : 12/27/2024 10:17 AM
OPER : Alexis
TKBY : ALEXIS McADAMS
TERM : 16
REC# : 01071174

MS-BP BUILDING PERMITS 110.00
PHILLIP WARFIELD 109 GRAND AVE ZONE
CHAN
ms-bp 110.00
101-0000-420-5222 -110.00

Paid By: PHILLIP WARFIELD 109 GRAND AVE
Z
2-CHECK 110.00 REF:1408

APPLIED	110.00
TENDERED	110.00
CHANGE	0.00



**CITY OF LAS VEGAS
ZONE CHANGE
APPLICATION**

CITY OF LAS VEGAS COMMUNITY DEVELOPMENT DEPARTMENT

505-454-1401 ext. 276

Applicants Guide to Submitting for a ZONE CHANGE

PROCEDURES

All land in the incorporated areas of the City of Las Vegas is classified into various “zoning districts,” such as “R-1” (Single-Family Residential), “R-2” (Multi-Family Residential), “R-3” (Mixed Residential), “C-1” “C-2” “C-3” Commercial Zones and Manufacturing Zones. These districts (zones) are outlined on the City’s Official Zoning Map, and the text of the Zoning Ordinance Code describes the uses allowed and development standards for each zone.

Zone Change

A Zone Change is the procedure by which land is reclassified into a different zoning district. The decision to approve the change must be brought before the City’s Planning & Zoning Commission with recommendations to City Council who will make the final approval.

Application Process

Rezoning applications can be obtained from the City Community Development Department, 1700 North Grand Ave. or downloaded from the City of Las Vegas website at www.lasvegasnm.gov under **Community Development Forms**. Review Request with Zoning Official. Complete and submit application including:

- Scaled site development plan /Legal description of Land / Survey
- Address
- Copy of current deed to the land
- Zoning classification
- Property size
- Current use of property
- Reason for request-Proposed use of property
- Surrounding land use
- Letter of intent
- Authorization of property owner (if Applicable)
- Fees: See fee schedule

ZONE CHANGE FEE SCHEDULE

ZONE CHANGE BEING REQUESTED	FEE
R-1	\$100.00 per parcel (minimum of 6,000 square feet) plus \$10.00 per each parcel thereafter
R-2	\$200.00 per parcel (minimum 7,000 square feet) plus \$10.00 per each parcel thereafter
R-3	\$100.00 per parcel (minimum of 5,000 square feet) plus \$10.00 per each parcel thereafter
Commercial Re-Zoning	\$300.00 plus \$20.00 per acre over 1.00 acre
Manufacturing Re-Zoning	\$400.00 plus \$20.00 per acre over 1.00 acre
Commercial to Residential	\$100.00 plus \$10.00 applicable to residential change requested

Ordinance No. 04-13 adopted 8-18-04

NOTE: APPLICATION FEES ARE NON-REFUNDABLE. THERE ARE NO GUARANTEES THAT YOUR APPLICATION WILL BE APPROVED.

Application Review Process

Completed application may be reviewed by the ***Development Review Team** where recommendations will be made to insure compliance with Development Standards for presentation to the Planning and Zoning Commission. **All zoning applications must be filed with zoning staff the first week of the month, or earlier if zone change request involves commercial or industrial development. If deadline is not met for filing, proposals will be subject to a continuation at the following month's Planning and Zoning Commission meeting.**

The Development Review Team ***DRT** meets the second Tuesday of each month at 10:00 a.m., and the Planning and Zoning Commission meets the last Monday of each month (excluding holidays) at 4:00 p.m. in City Council Chambers 1700 North Grand Ave.

***The Development Review Team (DRT)** is comprised of representation from various municipal and local utilities departments. Their purpose is to provide the developer with technical input from staff. The review is conducted to consolidate the efforts of the DRT agencies regarding projects that utilize all or part of the services each agency provides to residents and proposed businesses of the City of Las Vegas and County of San Miguel. The actions of the DRT further assist the Planning and Zoning Commission and the City Council in evaluating those projects submitted for public hearings. The DRT is committed to helping the applicant as much as possible to develop a successful proposal.

Planning & Zoning Commission Meeting All applicants should be present at **P & Z** meeting and are encouraged to speak on behalf of their request. Failure to attend **P & Z** meeting by applicant may result in a continuation of the request. Application approvals from The Commission shall be adopted by no less than a two-thirds (2/3) affirmative vote of the total voting **Commission** Membership. Approval by the **Commission** is an *approval for recommendation* to Mayor and Council, who make *final* decisions regarding zone changes. Such hearings before City Council are decision is final and conclusive. However, an appeal may be filed with the City Clerk within twenty (20) days of said **Commission** Hearing (meeting) and then forwarded to the City Council for review.

From Updated City of Las Vegas City Zoning Ordinance Manual 2005:

ARTICLE VI

SECTION 12-6-4 APPEALS FROM BOARD ACTION

Any person or persons, or any board, taxpayer, department or bureau of the City aggrieved by any decision of the Board of Adjustment may file a written notice of appeal to the City Council in the manner specified in Article 10 of this Ordinance. ***A fee of fifty (\$50.00) dollars shall be paid to the City of Las Vegas through the Community Development Department upon the filing of the written appeal to defray the cost of advertising.** *Amended by Ord. No. 04-13 8/18/04

ARTICLE X

Section 12-10-15 APPEAL OF PLANNING AND ZONING COMMISSION DENIAL OF APPLICATION

The action of the Planning and Zoning Commission in denying an application for amendment to the boundaries of a zone or classification of property used herein shall be final and conclusive, unless with twenty (20) days following the date of decision of said Commission, an appeal in writing is filed with the City Council through the Community Development Department by the applicant. **A fee of fifty (\$50) dollars shall be paid to the City of Las Vegas through the Community Development Department upon the filing of the written appeal to defray the cost of advertising.**

CITY OF LAS VEGAS ZONE CHANGE APPLICATION

Name of applicant(s): Phillip C. Warfield

Address of applicant: 805 4th Street Las Vegas, New Mexico 87701

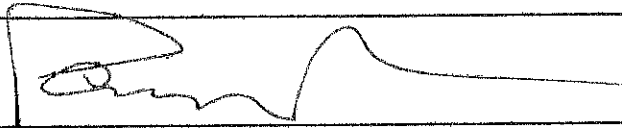
Property interest of applicant(s): 109 Grand Ave. Las Vegas, New Mexico 87701
Owner, under contract, purchaser, etc.

Home phone #: _____ work #: 505-454-4570 cell# 505-429-2961

Address of property to be rezoned: 109 Grand Ave. LUNM 87701
If an address does not exist for this property, staff can assist you with assignment of an address.

What is the present use of the property? Commercial
Commercial, residential, agricultural

Why do you want to rezone your property? for residential



Signature of applicant

Date July 22, 2024

Signature of owner
(If different from applicant)

Date _____

This area to be filled in by staff

1. DB _____ page _____ of recorded deed

2. Present zone classification? _____

3. What will the zone classification be after the zone change?

Date fee was paid? _____ receipt # _____

Amount paid? _____

Please provide applicant with copy of this application



City of Las Vegas

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

Mayor David Romero

January 21, 2025

Phillip Warfield
805 7th Street
Las Vegas, NM 87701

This is to formally give you notice that the Planning and Zoning/Board of Adjustments at a public hearing held on January 13, 2025 recommended approval of your application for a Zone Change on your property at 109 Grand Avenue Las Vegas NM, 87701.

The City Council will consider the Commissions recommendation at their regular meeting to be held on Wednesday, February 12, 2025 at 5:30pm in the City Council Chambers, 1700 North Grand Avenue, Las Vegas, NM 87701 Staff will initially present the item to the Council. At the end of the staff presentation, the Mayor will open the hearing. In all cases dealing with the property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in.

It is required that you or a representative be present at the hearing to answer any questions that the Mayor and Council may have about your application. Failure to be present may result in your application being heard at a future meeting. Staff also encourages you to speak on your behalf when given the opportunity to do so. If you choose, you may bring written statements from other parties in support of your request.

If you have any question, please feel free to contact me at 505-454-1401 ext 1608

Sincerely,

Charles Ortiz

Planning and Zoning Coordinator

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

Exhibit
2



City of Las Vegas

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

Mayor David Romero

December 30, 2024

Phillip Warfield
805 7th Street
Las Vegas NM, 87701

Dear Mr. Warfield

This is to give you formal notice that the City of Las Vegas Planning & Zoning/ Board Of Adjustments will hold a Special meeting on January 13, 2025 at 4:00 pm at the City Of Las Vegas Chambers at 1700 North Grand Avenue. The purpose of this is for a request of approval/disapproval for your zone change application on 109 Grand Avenue Las Vegas NM, 87701.

Staff will initially present the item to the Board, at the end of the presentation the Board will open the Public hearing and will conduct the hearing as follows: In all cases dealing with property issues, all persons, witnesses who wish to speak for or against the issue will have to be sworn in at this time. The sworn-in procedure is as follows: the Board will ask that all who are going to speak (testify) either for or against the issue to stand up and raise their right hand and take the oath.

It is required that your or a representative be present to answer any questions the board may have of your request, failure to be present may result in your request being heard at any further meetings. Staff also encourages you to speak on your behalf when given the opportunity and if you choose you may bring in other parties to support your request.

If you have any question, please feel free to contact me at 505-454-1401 ext 1608

Sincerely, 

Charles Ortiz
Planning and Zoning Coordinator

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



Exhibit
5

Recording Requested By:
Territorial Title of Las Vegas, Inc.

Territorial Title Of Las Vegas, Inc.

File# 22013

New Mexico Statutory Form
Rev. 5-75

The document contains 1 pages.

Escrow #00022013

WARRANTY DEED

Austin Almanzar and Juanita Almanzar, husband and wife for consideration paid, grant to Phillip C. Warfield, a single man whose address is 805 7th St. Las Vegas, NM 87701 the following described real estate in San Miguel County, New Mexico:

Lots Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21) and Twenty-two (22), in Block Three (3) of the Rosenwald and Company's Addition, Las Vegas, San Miguel County, New Mexico. **LESS AND EXCEPTING** the following: Beginning at the east corner of triangular Lot 22 in said Block 3; thence northwesterly 43 feet to a point on the north line of said Lot 22; thence southerly on a line parallel with the east line of Grand Avenue, 53 feet to a point on the south line of said Lot 22; thence northeasterly on the south line of said Lot 22, 41 feet to the place of beginning.

SUBJECT TO: Reservations, restrictions, easements of record & taxes for 2006 and subsequent years.

TOGETHER WITH: All rights appurtenant thereto

with warranty covenants.

WITNESS our hands and seals this 23 day of March, 2006

Austin Almanzar (Seal)
Austin Almanzar

Juanita Almanzar (Seal)
Juanita Almanzar

ACKNOWLEDGMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF San Miguel

} ss.

The foregoing instrument was acknowledged before me this 24 day of March 2006 by Austin Almanzar and Juanita Almanzar

EXHIBIT 2

Attention Planning and Zoning City Of Las Vegas NM

From Phil Warfield 109 grand

Date 12/26/24

To the Dept of Plan & Zone

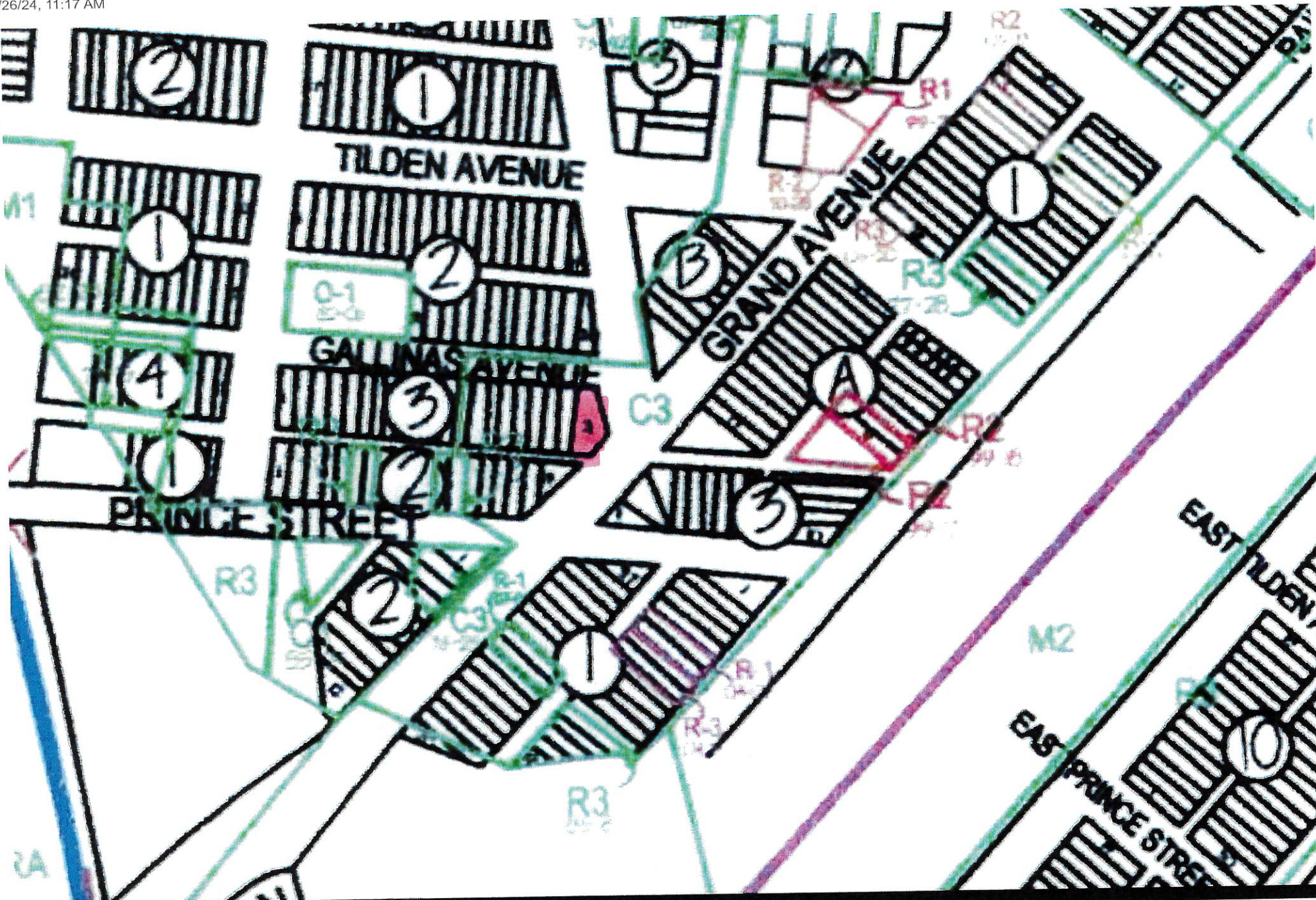
The zoning change is for the development of a Residential (single family) property already
Under contract. Its imperative with financing demands and the continuity of the Residential area.

Thank You ,

Phil Warfield

A handwritten signature in black ink, appearing to read 'Phil Warfield', with a long horizontal flourish extending to the right.

DKM 0117



NOTICE OF PUBLIC HEARING

Date copied
12/30/24

APPLICANT: Phillip Masfield

ADDRESS: 805 7th Las Vegas NM, 87701

LOCATION OF PROPERTY: 109 Grand Avenue

APPLICATION FOR: Zone change

The Planning/Zoning/Board of Adjustments will hear any and all recommendations concerning proposed zone change

on January 13th, 2024 at 1:00 a.m. (p.m) at the City Council

Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico 87701.

ALL PERSONS HAVING AN INTEREST IN THE MATTER HAVE A RIGHT TO BE HEARD AT THIS HEARING. FOR MORE INFORMATION ON THIS CASE, YOU MAY CONTACT THE CITY OF LAS VEGAS, COMMUNITY DEVELOPMENT DEPT. AT (505) 454-1401.



**CITY OF LAS VEGAS, CITY COUNCIL
ORDINANCE NO. 25-01**

AN ORDINANCE GRANTING AN AMENDMENT TO THE CITY OF LAS VEGAS OFFICIAL ZONING MAP FROM AN C-3 (GENERAL COMMERCIAL ZONE) TO A R-3 (MIXED RESIDENTIAL ZONE) FOR PROPERTY LOCATED AT 109 GRAND AVENUE, LAS VEGAS, NEW MEXICO 87701 AS REQUESTED BY PHILLIP WARFIELD (OWNER).

WHEREAS, Phillip Warfield (Owner) oversees certain real property located at 109 Grand Avenue, Las Vegas, New Mexico 87701, described as:

**Subd: Rosenwald and Company's Addition Lot: 18-22 Block: 3 Tract: 18-22 S: 26 T: 16 R: 16
* A NEW MEXICO CORPORATION**

WHEREAS, pursuant to City Ordinance §450-12, the City Council of the City of Las Vegas (“City Council”) may make changes to the Official Zoning Map; and

WHEREAS, pursuant to the Las Vegas City Zoning Ordinance, the Estate petitioned the City of Las Vegas Planning & Zoning Commission (“Planning & Zoning”) for an amendment to the Official Zoning Map of the City of Las Vegas (“City”); and

WHEREAS, on January 13, 2025, Planning & Zoning held a public hearing, after providing notice as required by law, for the purpose of receiving testimony and input regarding the amendment to the Property zoning designation in the City’s Official Zoning Map from C-3 (General Commercial Zone) to R-3 (Mixed Residential Zone) ; and

WHEREAS, on January 13, 2025, pursuant to Ordinance 18-14, Planning & Zoning adopted a motion recommending approval of the Owner’s aforementioned proposed amendment to modify the zoning of the Property in the City’s Official Zoning Map.

NOW, THEREFORE, BE IT ENACTED, pursuant to City Ordinance 14-8, by the City Council, that the Owner’s petition is granted, and the Official Zoning Map is amended to reflect that the zoning classification of the Property is changed from C-3 to R-3 effective immediately, and the recitals are incorporated herein by reference.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2025.

David Romero, Mayor

Reviewed and approved as to legal sufficiency only:

City Attorney

Attest:

Casandra Fresquez, City Clerk



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

Meeting Date: February 12, 2025

Date Submitted: 1/24/25

Department: Community Dev.

Item/Topic: Request to enter into contract with Tierra Encantada Farmers Market.

Mr. Shane Flores has approached the City of Las Vegas for approval to use the City property located at 2523 Hot Springs Boulevard

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 _____



Approval Form

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

***Reviewed:**

Tim Montgomery, City Manager

01/22/2025
Date

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

Date Submitted: 1/21/2025

Department Submitting: CD Submitter: Lucas Marquez

Documents to be reviewed: Contract for Farmers Market

Deadline: _____

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

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

Changes: _____ Date: _____

 01-23-2025
Attorney Review **Date**

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

_____ _____
Finance Director **Date**

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

_____ _____
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.***

App State
Click to restore the map ex
visibility where you left off



2550

2522

2519

2506

HOT SPRINGS BLVD

2507

CHURCH ST

COLONIAS ST

2525

2523

2510



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LAS VEGAS AND
TIERRA ENCANTADA FARMER'S MARKET**

This Memorandum of Understanding ("MOU") is made on this _____ day of ~~February~~, 2025~~4~~ ("Effective Date"), between the City of Las Vegas, a New Mexico home-rule municipality ("City") and the Tierra Encantada Farmer's Market ("Market"). The parties intend by this MOU to establish a mutually beneficial working relationship. The MOU addresses the relationship, roles and responsibilities of the parties in carrying out this MOU.

PURPOSE:

The primary purpose of this MOU is for the City to provide space, and the Market to provide payment to the City, for use of the facility located at 2523 Hotsprings Boulevard, Las Vegas, New Mexico 87701 (the "Premises' "). This MOU shall be effective from the Effective Date to the end of the selling season, January 1st 2025, or at such time as this MOU is terminated or extended in writing, whichever comes first.

The parties intend to undertake the following roles and responsibilities pursuant to this MOU, and intend that all terms of this MOU shall remain in effect for a period of thirty (30) following the Effective Date, unless terminated earlier, and all terms shall be binding on all successors in interest.

1. The City shall permit the Market to use the Premises ~~twice~~~~once~~ a week between February ~~April~~ 1, 2025~~4~~ thru ~~January and May~~ 1, 2026~~4~~. ~~and twice per week between June 1, 2021 and October 31, 2021.~~ During winter months the Market may operate twice a month for their "Quick Shop" Sales.
2. The Market shall pay to the City an amount equal to two dollars (\$2.00) per day for each vendor who arrives at, uses, or who otherwise accesses the Premises for any reason. Said payment shall be made within thirty (30) days of each use of the Premises. The Parties may substitute all or a portion of the actual payment for "in-kind" payment upon prior written agreement between the Parties (**See Exhibit A**).
3. The Market shall be solely and fully liable and responsible for the Premises, and any claims arising during the Market's possession and/or use of the Premises.
4. Neither party shall be responsible or liable for the acts or omissions of the other party. The Market and the City hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, on the sole condition that such loss and/or damage is fully covered by said insurance policies and payable the party who sustained the loss and/or damage. The Market shall indemnify and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action whatsoever. The Market further agrees to hold the City harmless from all claims for injury, damages or death sustained by the Market, the Market's employees, volunteers, vendors, agents or other representatives, including all persons who may act in any agency role for the Market. No provision of this MOU modifies or waives any provision of the New Mexico Tort Claims Act.
5. Each party pledges in good faith to proceed with this MOU subject to the terms and conditions of this MOU. The parties shall attempt to resolve any and all disputes through

good faith discussions. The Market shall not have authority to enter into any contract binding upon the City or to create any obligation on the part of the City.

6. Any modification to this MOU shall be made in writing and signed by both parties and their designees. This MOU contains the entire understanding between the City and Market with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged into and are superseded by this MOU. No statement, promise or inducement made by the City or Market, either written or oral, which is not contained in this MOU is binding between the City and the Market.

IN WITNESS WHEREOF, the parties have set their hands on the Effective Date.

City of Las Vegas:

Tierra Encantada Farmer's Market:

Timothy Montgomery, City Manager

Name of signatory

ATTEST:

Casandra Fresquez, City Clerk

Printed Name

Approved as to legal sufficiency only:

City Attorney

Exhibit A

The Market and City Mutual Services

- A. The City of Las Vegas recognizes that the west side of the community has been designated as a "Food Desert" and by setting up and providing a Farmers Market on that side of town, Tierra Encantada provides food resources and other community services as listed below. As long as the Market continues to maintain the premises and provide these services, the City will consider this as in-kind payment for using the premises.

The Market will provide the following services on a continuing basis while using the City Facilities:

1. Electronic Benefit Transfer (EBT) is the food stamp program available to be used at farmers markets, as well as grocery stores, to be used for any food - veggies, fruit, eggs, meat, baked goods, and food producing plants.
 2. Double Up Food Bucks. This is a metal token which can only be used for fresh fruits and vegetables grown in NM. These tokens can be used at any participating farmers market and participating grocery stores.
 3. El Centro. Provides "prescriptions" to patients who would benefit from fresh fruits and vegetables. This year the NM Farmers Marketing Assoc will be expanding the program, calling it "Fresh Rx" and using tokens. It is funded by a USDA grant, and is a statewide program with community health centers and farmers markets.
 4. Farmers Market Nutrition Program is associated with WIC. Checks are given directly to participants who spend them directly with the vendor. This is funded by the USDA.
 5. Property Maintenance. During the period of this MOU the Market shall maintain the property appearance to include mowing, weed-whacking, trash pickup, etc.
- B. The City will, in addition to providing the premises as stipulated in this agreement, provide and maintain a "Port-a-Potty" on the Premises. The Market will be responsible for cleaning the unit and the City will remove the waste periodically.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LAS VEGAS AND
TIERRA ENCANTADA FARMER'S MARKET**

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1. The City shall permit the Market to use the Premises twice a week between February 2025 thru January 1, 2026. During winter months the Market may operate twice a month for their "Quick Shop" Sales.
2. The Market shall pay to the City an amount equal to two dollars (\$2.00) per day for each vendor who arrives at, uses, or who otherwise accesses the Premises for any reason. Said payment shall be made within thirty (30) days of each use of the Premises. The Parties may substitute all or a portion of the actual payment for "in-kind" payment upon prior written agreement between the Parties (**See Exhibit A**).
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6. Any modification to this MOU shall be made in writing and signed by both parties and their designees. This MOU contains the entire understanding between the City and Market with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged into and are superseded by this MOU. No statement, promise or inducement made by the City or Market, either written or oral, which is not contained in this MOU is binding between the City and the Market.

IN WITNESS WHEREOF, the parties have set their hands on the Effective Date.

City of Las Vegas:

Tierra Encantada Farmer's Market:

Timothy Montgomery, City Manager

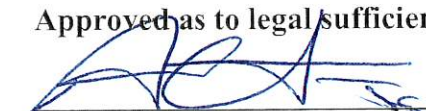
Name of signatory

ATTEST:

Casandra Fresquez, City Clerk

Printed Name

Approved as to legal sufficiency only:



City Attorney

Exhibit A

The Market and City Mutual Services

- A. The City of Las Vegas recognizes that the west side of the community has been designated as a "Food Desert" and by setting up and providing a Farmers Market on that side of town, Tierra Encantada provides food resources and other community services as listed below. As long as the Market continues to maintain the premises and provide these services, the City will consider this as in-kind payment for using the premises.

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- B. The City will, in addition to providing the premises as stipulated in this agreement, provide and maintain a "Port-a-Potty" on the Premises. The Market will be responsible for cleaning the unit and the City will remove the waste periodically.



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

Meeting Date: 2/12/2025

Date Submitted: 1/30/2025

Department: Transportation

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

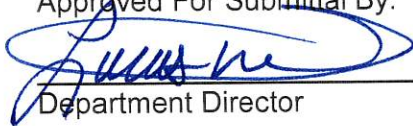
This MOA is the agreement between NMDOT and the City of Las Vegas for Section 5311 Grant funding awarded to the City of Las Vegas Transportation Department aka Meadow City Express for FY25. This agreement covers all guidelines of funding and operations as required under NMDOT regulations.

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

Attachments: FY25 MOA & Attorney Approval Form

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

City Attorney (Approved as to Form)

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

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

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



Approval Form

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

*Reviewed:

[Signature]
Tim Montgomery, City Manager

11/19/24
Date

Date Submitted: 11/18/2024

Department Submitting: Transportation

Submitter: Marceline Roybal

Documents to be reviewed: FY25 MOA between NMDOT Transit and Rail and the City of Las Vegas

Deadline: ASAP

Submitter Comments: This is a yearly MOA for our transportation funding from the 311 Grant

Received by CM - Office Mgr/HR:

Date:

City Manager / HR Comments:

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

Approved / Disapproved: (Reason for Disapproval):

[Signature]
Attorney Review

Date:

11-25-2024
Date

Approved / Disapproved: (Reason for Disapproval):

[Signature]
Finance Director

12-10-24
Date

Approved / Disapproved: (Reason for Disapproval):

Tim Montgomery, City Manager

Date

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

Date:

* This form must be submitted with an Attorney Review prior to review and approval by the City Manager. If there is an Attorney Review, it will not be processed until this step is completed.

FISCAL YEAR 2025 (FY 25)

MEMORANDUM OF AGREEMENT

BETWEEN

THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

AND

CITY OF LAS VEGAS

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

RECITALS

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

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

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

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

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

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

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

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

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

1. Scope of Program.

A. **Operations Profile.** The Subrecipient shall provide transportation services to the public within its service area as specified in the Operations Profile submitted with the Application, which is incorporated by reference and is on file with the Department and the Subrecipient.

B. **Use of Program Equipment.** The Subrecipient agrees that any Program equipment purchased under this Agreement shall be used to provide public transportation service within the area described in the Operations Profile. If the equipment is not used in this manner or withdrawn from service, the Subrecipient shall notify the Department in accordance with *Section 15. Use of Program Equipment*.

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

2. Cost of Program.

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

Subaward FY 25

City of Las Vegas	Total	Federal	Local
Administration (80/20) Section 5311	\$ 90,515.86	\$ 72,412.69	\$ 18,103.17
Operating (50/50) Section 5311	\$ 265,077.12	\$ 132,538.56	\$ 132,538.56
Capital to Vendor (80/20) Section 5339	\$ 180,770.00	\$ 144,616.00	\$ 36,154.00
Capital to Sub-recipient (80/20) Section 5339	\$ 28,722.00	\$ 22,977.60	\$ 5,744.40
Total Administration, Operating and Capital	\$ 565,084.98	\$ 372,544.85	\$ 192,540.13

Vehicle acquisition funds that designate payment as capital to vendor that are not obligated by contract by May 31, 2025, may revert to the Department.

Vehicle acquisition funds that designate payment as capital to subrecipient that are not obligated by contract by March 31, 2026, may revert to the Department.

Capital equipment acquisition funds that are not obligated by contract by August 31, 2026, may revert to the Department.

Capital rehab/renovation and construction project funds that are not obligated by contract by August 31, 2027, may revert to the Department.

This program is funded with grants provided by the FTA Section 5305 Statewide Transportation Planning Formula Program, Assistance Listing number 20.505; FTA Section 5307 Urbanized Area Formula Program, Assistance Listing number 20.507; FTA Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program, Assistance Listing number 20.513; FTA Section 5311 Formula Grants for Rural Areas,

Assistance Listing number 20.509; and FTA Section 5339 Bus and Bus Facilities Formula and Discretionary Program, Assistance Listing number 20.526. (**Attachment A.**) The Department's share of Program expenses shall be obtained from the federal government. State funds will not be earmarked or disbursed to fund the Program. The Department shall not be responsible for any other costs incurred by the Subrecipient. The Subrecipient shall take all actions necessary to fund its share of the Program.

3. Method of Payment.

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

The Subrecipient shall submit Budget Summary Reports for administration and/or operating assistance on a monthly basis, to be received by the Department by the 25th day of the following month in which expenses were incurred. Reimbursement requests for vehicles and capital equipment shall be submitted within 30 days of payment to the vendor.

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

Subrecipients that receive capital assistance for vehicle purchases are expected to remit payment to the vendor, depending on the capital designation assigned in the award table, within 30 days of vehicle delivery. The Department shall either reimburse the Subrecipient (capital to subrecipient) or the vendor (capital to vendor) on behalf of the Subrecipient for the Department's share of Program costs.

Subrecipients with a capital to subrecipient designation will pay the vendor in full for the cost of the vehicle and invoice NMDOT for reimbursement of the federal share (80/20).

Subrecipients with a capital to vendor designation will pay the vendor the local portion of the cost of the vehicle. Once received, the vendor will invoice NMDOT for the remaining federal portion of the vehicle cost.

Reimbursements will be issued upon receipt of invoices, with sufficient supporting documentation as determined and approved by the Department, indicating that expenses have been paid and/or money is owed. The Subrecipient should refer to the Vehicle Purchase Procedures in the Global Resources section of BlackCat for payment procedures.

4. Eligible Costs.

- A. Eligible Costs are those costs attributable to and allowed under the Program and the provisions of 2 CFR Parts 200 and 1201, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- B. Costs incurred by the Subrecipient prior to the effective date of this Agreement or after termination are not eligible for reimbursement.
- C. Within forty-five (45) days after completion of this Agreement, the Subrecipient shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses of the Program.
- D. Match shall be provided from eligible matching sources.

5. State General Appropriation Funds Not Obligated.

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

6. Term.

Upon the signature of all parties, this Agreement becomes effective with a starting date of October 1, 2024.

Costs incurred under this agreement for Administration and Operating expenses from October 1, 2024, to September 30, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to vendor that are obligated by contract by May 31, 2025, are eligible for reimbursement.

Vehicle acquisition funds that designate payment as capital to subrecipient that are obligated by contract by March 31, 2026, are eligible for reimbursement.

Capital equipment acquisition funds obligated by contract by August 31, 2026, are eligible for reimbursement.

Capital rehab/renovation and construction project funds obligated by contract by August 31, 2027, are eligible for reimbursement.

7. Termination for Cause.

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

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

8. Appropriations.

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

9. Termination Management, Allowable Costs.

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

10. Breach and Dispute Resolution.

Disputes which cannot be resolved informally by the parties shall be decided in writing by a representative of the Department's Transit and Rail Division. The Subrecipient has ten (10) days from receipt of the decision to file a

written appeal with the Transit and Rail Division. Upon appeal, the Subrecipient will be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Transit and Rail Division on appeal shall be binding.

11. Procurement Requirements.

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

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

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

12. Rolling Stock.

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

- A. **Method of Acquisition.** In compliance with 49 U.S.C. Section 5325(f), the Recipient agrees that any third party contract award it makes for rolling stock will be based on initial capital costs, or on performance, standardization, life cycle costs, and other factors, or on a competitive procurement process.
- B. **Multi-year Options.** In accordance with 49 U.S.C. Section 5325(e)(1), a Recipient procuring rolling stock financed with Federal assistance under 49 U.S.C. Chapter 53 may not enter into a multiyear contract with options, exceeding five (5) years after the date of the original contract, to purchase additional rolling stock and replacement parts.
- C. **Buy America.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(j) and FTA regulations, "Buy America Requirements," 49 C.F.R. Part 661, and any amendments to those regulations that may be promulgated.
- D. **Pre-Award and Post-Delivery Audits.** The Recipient agrees to comply with the requirements of 49 U.S.C. Section 5323(m) and FTA regulations, "Pre Award and Post Delivery Audits of Rolling Stock Purchases," 49 C.F.R. Part 663, and any amendments to those regulations that may be promulgated.
- E. **Bus Testing.** To the extent applicable, the Recipient agrees to comply with the requirements of 49 U.S.C. Section 5318(e) and FTA regulations, "Bus Testing," 49 C.F.R. Part 665, and any amendments to those regulations that may be promulgated.

13. Insurance.

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

The Subrecipient shall require contractors and subcontractors hired to perform the services under this Agreement to have a commercial general liability insurance policy. The Department shall be named as an additional insured

on the contractor's and subcontractor's policy and a certificate of insurance shall be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.

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

14. New Mexico Tort Claims Act.

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

15. Use of Program Equipment.

- A. A Program Vehicle Inventory shall be completed for each vehicle used in the program and entered into BlackCat within thirty (30) days of delivery. Vehicle Inventory shall be reported and updated within BlackCat on a quarterly schedule, and as changes to the vehicle inventory occur.
- B. The Subrecipient shall maintain a current written fleet maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. Major corrective maintenance, warranty tracking and claims recovery, and recall notifications shall be reported in BlackCat as they are received and updated as repairs are completed.
- C. The Subrecipient shall follow the equipment manufacturer's minimum standards and recommended preventive maintenance schedules. The Subrecipient shall maintain the equipment in a clean, safe, and mechanically sound condition. The Department or its authorized representative has the right to conduct periodic inspections during normal business hours for the purpose of confirming property maintenance pursuant to this clause.
- D. The Subrecipient shall keep Vehicle Inspection Records before and/or after the use of each transit vehicle.
- E. Each vehicle shall be equipped with a fire extinguisher, first aid kit (including a blood borne pathogens/biohazard kit), fluorescent triangles and/or safety flares, reflective vests for drivers, flashlights, and web cutters/seat belt cutters, while the vehicle is in operation.
- F. Program Equipment Inventory shall be completed for each piece of equipment used in the Program with an acquisition value of \$50,000 or greater. The Program Equipment Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the equipment inventory occur.
- G. The Subrecipient shall maintain a current written equipment maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up. The plan will address maintenance of equipment with an acquisition value of \$5,000 or more.
- H. Program Facilities Inventory shall be completed for each facility used in the Program. The Program Facility Inventory shall be reported and updated within BlackCat on an annual schedule, and, as changes to the facility inventory occur.

- I. The Subrecipient shall maintain a current written facility maintenance plan that includes procedures for preventive and corrective maintenance, warranty tracking and claims recovery, and recall notification and follow-up.
- J. The Program equipment shall be used to provide public transportation service within the described service area and in the manner described in *Section 1. Scope of Program*.
- K. Failure to use Program equipment as described in *Section 1. Scope of Program* shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- L. The Subrecipient shall notify the Department immediately of vehicular/facilities accidents, thefts, or vandalism involving Program equipment. All supporting documentation relating to the incident, including police reports, damage assessments, and insurance claims shall be reported and uploaded in BlackCat to the corresponding inventory record. Failure to notify the Department shall be considered a material breach of contract subject to the provisions of *Section 7. Termination for Cause*.
- M. All Program equipment that is damaged in an accident, by vandalism, or weather is to be repaired or replaced depending on the physical and monetary extent of the damage and according to its scheduled final disposition.
- N. If the Subrecipient wants to remove any Program equipment from service or dispose of such equipment either as a result of planned withdrawal, casualty loss, or transfer, the Subrecipient shall submit a completed disposition or transfer request in BlackCat including all relevant and required supporting documentation. The Subrecipient should refer to the Vehicle Disposition Procedures in the Global Resources section of BlackCat.
- O. The Department may require that Program equipment purchased under FTA programs, on which liens are held, be returned to the Department. Such Program equipment shall be returned in good working condition within ten (10) business days or as stipulated by the Department. If the Subrecipient fails to return the equipment, the Department, as the recorded lien holder, shall have the right to immediately repossess the vehicle(s) by whatever means available to it under New Mexico law.
- P. Upon termination of the Agreement under *Section 7. Termination for Cause*, the Subrecipient shall not be eligible for reimbursement of any costs associated with the vehicle(s) purchase or be entitled to damages arising from Program operations, except that the Subrecipient shall be reimbursed for its pro-rata share of the Program equipment's depreciated value as determined by the straight-line depreciation method.
- Q. The Subrecipient agrees that no modifications will be made to Program vehicle(s) with liens held by the Department without prior written approval of the Department. If unapproved modifications are made, the Subrecipient is responsible for the cost of restoring the vehicle(s) to its original condition.

16. Charter Bus Requirements.

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

17. School Bus Requirements.

Pursuant to 49 U.S.C. Section 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating

exclusive school bus service under an allowable exemption, recipients and sub recipients may not use federally funded equipment, vehicles, or facilities.

18. Certificate of Title for Vehicles.

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

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

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

19. Duration of Lien.

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

20. Reporting Requirements.

- A. **Monthly Budget Summary Reporting.** Section 5311 Subrecipients shall submit a monthly invoice/report using BlackCat to include financial expenditures and service data, as described in *Section 3. Method of Payment*. This monthly invoice shall be submitted to the Department by the 25th of the following month. The invoice shall include the supporting documentation as requested by NMDOT.
- B. **Final Administration and Operating Invoice.** Section 5311 Subrecipients shall submit a final invoice to the Department for Administration and Operating expenses and a financial statement showing the total expenses within 45 days of the end of the agreement.
- C. **Semi-annual Disadvantaged Business Enterprise (DBE) Reporting.** Section 5311 Subrecipients shall submit in BlackCat semi-annual DBE reports due May 15 (for the period October 1 to March 31) and due November 15 (for the period April 1 to September 30).
- D. **Vehicle/ Equipment/ Facility Updates.** Section 5310 and Section 5311/5339 Subrecipients shall report vehicle/ equipment/ facility inventories within the BlackCat system as well as updates to the vehicle/ equipment/facility inventories on a quarterly schedule or as they occur. Reporting requirements apply to equipment valued at \$50,000 or greater.

- E. **Quarterly Section 5310 Ridership Reporting.** Section 5310 Subrecipients shall report Section 5310 ridership statistics quarterly within BlackCat system. Quarterly Ridership Reports are due thirty (30) days after each quarter ends. Reports are due January 30, April 30, July 30, and October 30 respectively.
- F. **Drug and Alcohol Quarterly Testing Report.** Section 5311 Subrecipients will submit a quarterly Testing Report in BlackCat for each quarter of the calendar year. Subrecipients will also conduct one (1) breath alcohol test observation and two (2) urine collection observations during the calendar year. Completed checklists shall be submitted with the corresponding quarterly testing report during the quarter in which the test(s) were observed. Reports are due January 31, April 30, July 31, and October 31 respectively.
- G. **National Transit Database (NTD) Rural Report.** Section 5311 Subrecipients will submit an annual NTD report, as required by 49 U.S.C. Section 5335, due December 15. More information on NTD Reporting can be found in the Global Resources Section of BlackCat.
- H. **Drug and Alcohol Management Information System (MIS) Data.** Section 5311 Subrecipients will submit drug and alcohol testing data for the previous calendar year using the Management Information System (MIS) Data Collection Form to the entity designated by the Department before March 1 of each year.
- I. **Drug and Alcohol Compliance Review/Report.** Section 5311 Subrecipients will participate in an annual Drug and Alcohol Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.
- J. **Technical Assistance and Compliance Review/Report.** Section 5310 and Section 5311/5339 Subrecipients will participate in a Technical Assistance and Compliance Review by the Department. Once a final report has been issued, the Subrecipient will begin to implement corrective actions, providing supportive documentation for all deficiencies and responding to all recommendations cited in the final report. All corrective actions and recommendations should be addressed and closed within 4 months of issuance of the final report.
- K. **Transit Asset Management (TAM) Reporting.** Section 5310 and Section 5311 Public Transit Providers may participate in a group TAM Plan sponsored by The Department (49 U.S.C. 625). All TAM plan participants shall sign a TAM Plan Approval Statement and assign an Accountable Executive to be identified in BlackCat. TAM reporting requires participants to maintain updated asset/facility inventories and condition assessments in BlackCat.

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

21. Retention of Records.

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

22. Access to Records.

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

Department for any expenditure for which it received payment or reimbursement, as applicable, which is disallowed by an audit exception by the Department, the State or federal government.

23. Audit.

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

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

24. Audit Exceptions.

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

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

25. Third Party Beneficiaries.

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

26. Contracting and Assignment.

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

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

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

27. Training.

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

28. No Federal Government Obligation to Third Parties.

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

29. Drug and Alcohol Testing.

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

30. Labor Warranty.

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

31. Civil Rights Laws and Regulations Compliance.

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

- A. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, disability, or other protected class. The Subrecipient shall comply with applicable Federal implementing regulations and such other implementing requirements FTA may issue. The Nondiscrimination Assurance is attached as **Assurance 3**.
- B. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Agreement:
 - 1. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, 42 U.S.C. Section 2000e, and Federal transit laws at 49 U.S.C. Section 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor," 41 C.F.R. Part 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. Section 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including gender identity and sexual orientation). Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.

2. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, 29 U.S.C. Section 623 and Federal transit law at 49 U.S.C. Section 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient shall comply with any implementing requirements FTA may issue.
 3. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, 42 U.S.C. Section 12112, the Subrecipient agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the awarded contractor shall comply with any implementing requirements FTA may issue.
- C. The Subrecipient shall include these requirements in each contract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- D. The Subrecipient also agrees to ensure that these requirements are included in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

32. DBE Policy.

- A. This Agreement is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The Department's proposed overall goal for FTA participation for the 2025 fiscal year is 21.3%, through race-neutral means.
- B. The Subrecipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the performance of the Agreement. The Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the administration of the Program. Failure by the Subrecipient to carry out these requirements is a material breach of the Agreement, which may result in the termination or other such remedy as the Department deems appropriate. Each contract the Subrecipient signs with a contractor shall include the assurance in this paragraph (see 49 CFR 26.13(b)).
- C. The Subrecipient agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of U.S. DOT assisted contracts. The Subrecipient will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

- D. The Subrecipient is required to pay its contractors performing work related to this contract for satisfactory performance of that work no later than thirty (30) days after the awarded contractor's receipt of payment for that work from the Department.
- E. The Subrecipient shall promptly notify the Department, whenever a DBE contractor is terminated or fails to complete its work and shall make good faith efforts to engage another DBE contractor to perform at least the same amount of work. The Subrecipient may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Department.

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

33. ADA Access.

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

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

- A. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. Sections 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this program. The Subrecipient certifies or affirms the truthfulness and accuracy of any statement it makes pertaining to the resultant Agreement or the FTA assisted program for which this work is being performed. The Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Subrecipient to the extent the federal government deems appropriate.
- B. The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification to the federal government under a contract connected with a program that is financed in whole or in part with federal assistance originally awarded by FTA, the federal government reserves the right to impose the penalties of 18 U.S.C. Section 1001 on the Subrecipient to the extent the federal government deems appropriate.
- C. The Subrecipient certifies to abide by these clauses and include the clauses in each subcontract financed in whole or in part with Federal Transit Administration funds. The Subrecipient further agrees that these clauses shall not be modified, except to identify the contractor or subcontractor subject to its provisions.
- D. All claims for compensation reimbursement and payment of any amounts due pursuant to this Agreement are governed by the Fraud Against Taxpayers Act, NMSA 1978, Sections 44-9-1 through 44-9-14.

35. Lobbying.

A subrecipient receiving \$100,000 or more of 49 U.S.C. Section 5311 funds shall file the Lobbying Certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying" with the application. The Subrecipient shall certify that it has not used federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. Section 1352.

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

36. Officials Not to Benefit.

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

37. Clean Water and Air Requirements.

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

38. Energy Conservation

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

39. Debarment and Suspension.

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

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

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

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

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

41. Seat Belt Use

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

42. Safe Operation of Motor Vehicles

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

(i) Safety. The Subrecipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Subrecipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award;

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

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

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

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

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

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

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

44. Central Contractor Registration Requirements.

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

45. Federal Grant Reporting Requirements.

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

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

- Name of Subrecipient receiving the award,
- Amount of Award,
- Funding Agency,
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants,
- Program source,
- Award title descriptive of the purpose of the funding action,
- Location of the Subrecipient, which includes the Congressional District,
- Place of performance of the program or activity, which includes the Congressional District,
- Unique Entity Identifier of the Subrecipient and its parent organization, if one exists, and
- Total compensation and names of the top five executives of the Subrecipient. This information is required, if the Subrecipient in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code.

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

46. Severability.

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

47. Scope of Agreement.

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

48. Applicable Law and Venue; Federal Changes.

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

49. Incorporation of FTA Terms.

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

50. Amendment.

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

The remainder of this page is intentionally left blank.

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

New Mexico Department of Transportation

CITY OF LAS VEGAS

NMDOT Cabinet Secretary or Designate


Signature

Name/Title (please print)

Date

Date

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

Signed by:

John Newell
Assistant General Counsel

NMDOT Assistant General Counsel

09/25/24

Date

ATTACHMENT A

§200.331 Requirements for pass-through entities.

All pass-through entities must:

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

ATTACHMENT A-1

§200.331 Requirements for pass-through entities.

All pass-through entities must:

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

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Las Vegas, City of
(ii) Subrecipient's unique entity ID;	K15QJ5B1EA11
(iii) Federal Award Identification Number (FAIN);	TBD
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	4/14/2023
(v) Subaward Period of Performance Start and End Date;	10-01-2024 thru 09-30-2025
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Administrative \$72,412.69 Operating \$132,538.56
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Administrative \$72,412.69 Operating \$132,538.56
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Administrative \$72,412.69 Operating \$132,538.56
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY23 5311 Rural Transit Appropriation for FY25 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.509
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

ATTACHMENT A-2

§200.331 Requirements for pass-through entities.

All pass-through entities must:

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

Federal Award Identification.

(i) Subrecipient name (which must match the name associated with its unique entity identifier);	Las Vegas, City of
(ii) Subrecipient's unique entity ID;	K15QJ5B1EA11
(iii) Federal Award Identification Number (FAIN);	TBD
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	4/14/2023
(v) Subaward Period of Performance Start and End Date;	10-01-2024 thru 08-31-2026
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	Capital \$167,593.60
(vii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	Capital \$167,593.60
(viii) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	Capital \$167,593.60
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	FY23 5339(a) Buses and Bus Facilities Formula Appropriation for FY25 Program Funding Award
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	Federal Transit Administration, New Mexico Department of Transportation David Harris - 505 -699-4350, DavidC.Harris@dot.nm.gov, P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	20.526
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

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

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

INTRODUCTION AND INSTRUCTIONS:

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

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

1. Subrecipient will comply with the following laws, regulations, and requirements so that no person in the United States will be denied the benefits of, or otherwise be subjected to discrimination in, any U.S. DOT or FTA assisted program or activity (particularly in the level and quality of transportation services and transportation-related benefits) based on race, color, national origin, religion, sex, disability, or age including:
 - a. Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity),
 - b. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d,
 - c. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (prohibiting discrimination based on race, color, religion, sex, (including gender identity and sexual orientation) or national origin,
 - d. Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
 - e. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq., f. U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25,
 - g. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, et seq.,
 - h. The Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq.,
 - i. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964," 49 CFR part 21,
 - j. U.S. DOT regulations, specifically 49 CFR parts 27, 37, 38, and 39, and
 - k. Any other applicable federal statutes that may be signed into law, federal regulations that may be issued, or federal requirements that may be imposed.
2. Subrecipient will comply with federal guidance implementing federal nondiscrimination laws, regulations, or requirements, except as FTA determines otherwise in writing.

NONDISCRIMINATION ASSURANCE 3

3. As required by 49 CFR § 21.7:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NONDISCRIMINATION ASSURANCE 3

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

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

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

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

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

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

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

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

AFFIRMATION OF APPLICANT

Name of Applicant: _____

Printed Name of Authorized Representative: _____

Relationship of Authorized Representative: _____

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

Signature: _____ Date: _____

Printed Name of Signing Official: _____

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

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

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

INTRODUCTION AND INSTRUCTIONS:

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

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

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

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

I. Definition of Terms

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

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

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

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

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

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

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

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

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

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

III. Nondiscrimination (§26.7)

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

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

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

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

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

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

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

V. Quotas (§26.43)

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

VI. DBE Liaison Officer (§26.25)

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

VII. Federal Financial Assistance Agreement Assurance (§26.13)

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

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

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

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

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

A. Contract Assurance

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

B. Prompt Payment

Prompt Progress Payment to Subcontractors

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

Prompt Payment of Retainage

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

1. No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies provided by law. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

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

IX. Bidders List (§26.11)

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

X. Reporting

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

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

DISADVANTAGE BUSINESS ENTERPRISE CERTIFICATION 1

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

XI. Incorporation of Agreement

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

Date:
Signature of Subrecipient Official:
Printed Name of Subrecipient Official:
Relationship of Subrecipient Official



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

Meeting Date: February 12, 2025

Date Submitted: 01/13/25

Department: Gas Utilities

Item/Topic: Award RFP #2025-17 for Portable Flame Ionization to Heath Consultants and Leak Detection Service Inc. and enter into a contracts.

Advertised: 11/22/2024: Las Vegas Optic, Albuquerque Journal and City Website
Proposal Opening: 12/12/2024
Number of Proposals: 2 – Heath; Leak Detection Service

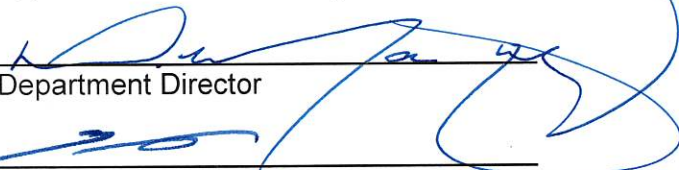
Fiscal Impact: Paid for through City funding by the Gas department.

Attachments: Original proposal, proposal opening sheet, proposals received, scoring matrix, draft contract.

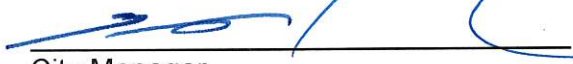
Committee Recommendation: This item will be discussed at the February 6, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:



Department Director



City Manager

Reviewed By:



Finance Director

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

Resolution No. _____

Ordinance No. _____

Contract No. _____

Approved _____

Continued To: _____

Referred To: _____

Denied _____

Other _____

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, 12/12, 2024, at the City Council Chambers, 905 12th Street, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

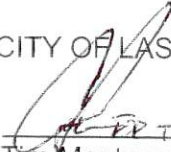
RE-BID PORTABLE FLAME IONIZATION SURVEY

Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 905 12th Street, LAS VEGAS, NM 87701


Mailed proposals should be addressed to the City Clerk, 905 12th Street, Las Vegas, New Mexico 87701; with the envelope marked **RE-BID PORTABLE FLAME IONIZATION SURVEY** Opening No. 2025-17; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,



Tim Montgomery, City Manager



Attorney



Casandra Fresquez, City Clerk



Morris Madrid, Finance Director



Jennifer Silva, Purchasing Officer

Opening No. 2025-17

Date Issued: 11/22/24

Published: Las Vegas Optic 11/22, 2024

Albuquerque Journal 11/22, 2024

www.lasvegasnm.gov 11/22, 2024

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **RE-BID PORTABLE FLAME IONIZATION SURVEY** THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHINCAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

I, _____ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____.

(SEAL)

Notary Public Signature
My Commission Expires: _____

AWARDED PROPOSAL:

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE:

Proposal pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: 12/12, 2024; 2:00 pm; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for **TBD, 2024**. The successful offeror will be notified by mail.

ENVELOPES:

Sealed proposal envelopes shall be clearly marked on the lower **left-hand corner**, identified by the **Proposal Name and Opening Number**. Failure to comply with this requirement may result in the rejection of the submitted proposal.

COPIES:

Enclose one (1) original and five (5) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

LABELS:

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable and total bid amount page.

BRIBERY AND KICK-BACK:

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR:

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the **City Clerk** by the **Date and Time** scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered.

NON-COLLUSION:

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL:

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the **Department** involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the **Finance Department**. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by **"ADDENDUM"** only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL:

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but **may not** be re-submitted.

Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their **Certificate Number** (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE:

FEDERAL TAX IDENTIFICATION NUMBER:

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

Payment may be withheld under Section 7-10-5, N.M.S.A. 1978 if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

SPECIAL NOTICE:

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals **will not** be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals **are not** public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION:

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT:

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

REQUEST FOR PROPOSALS FOR PORTABLE FLAME IONIZATION SURVEY

The City of Las Vegas, New Mexico is requesting proposals for **PORTABLE FLAME IONIZATION SURVEY** for City of Las Vegas defined in the scope of work.

1. SCOPE OF WORK

The Offeror shall perform Professional leak detection services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Contractor 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.

The duties of the offeror shall include but are not limited to the following services and requirements:

- a. Survey the gas distribution system to known and unknown leaks where they will be located through leak correlation.
- b. Contractor must be able to detect leaks by either a mobile unit or by walking. The City of Las Vegas Gas Director will dictate which method will be used.
- c. Correlated leaks will be prioritized according to condition and criticality.
- d. The survey will be conducted utilizing any of the following: Detecto Pal II, Flame Ionization Detector (FID) and GMI unit.
- e. A final report shall be submitted within (30) days after completion of the project in a detailed report. Periodic reports may be determined by the City of Las Vegas gas director.
- f. The report must contain the following information.
 - 1) Results will include individual reports of the location and estimation of volume of each leak located.
 - 2) Area of which the work was performed and location of leaks discovered.
 - 3) Locations, dates, and times that the survey was conducted.
 - 4) Estimated flow rates of each detected leak.
 - 5) Leaks detected will be classified accordingly to hazard, and documented on a diagrammatic report.
 - 6) The contractor shall document any corrections identified on the City's utilities map.
- g. The contractor must perform the following
 - 1) Attend a kick-off meeting with the City to cover the goals of the project and outline work procedures
 - 2) Provide documentation of operators qualifications and drug and alcohol testing as per Public Regulation Commission Requirements.
 - 3) The field crew will meet daily with assigned City personnel to go over areas of the assessment program for the prior workday.
 - 4) At the end of each work day, or as requested, provide a list of any leaks detected.
 - 5) Information collected by the project team during the leak detection program and any other information provided by the gas department shall be regarded as confidential and will not be shared without permission from the City.
 - 6) If requested the contractor shall present findings of the leak detection program to the City Council.
 - 7) Any hours in excess of 40 hours per week will be to be approved by the Gas Department's

Director.

- 8) If lodging is required for field personnel, lodging will be within the City Limits. City will not pay for travel beyond the City Limits.

2. CRITERIA FOR ACCEPTANCE AND EVALUATION OF PROPOSALS

2.1 Content and Format of Proposal: Proposals should provide information that addresses the ranking criteria listed hereinafter. Information should be provided to demonstrate understanding of the scope of services, experience in related projects, personnel and equipment available to perform work, technical approach to the project and references from other clients.

The format for proposals shall be a maximum of twenty (20) pages, including title page and index to include the front and back cover. Proposals shall be printed on one side only, 8 ½" x 11", and bound on the left margin. A transmittal letter, if any, will be included in the twenty (20) page limit. No other material is to be included.

2.2 Submittal of Proposals: Six (6) copies of proposals must be delivered to the City Clerk, City of Las Vegas, 905 12th Street, Las Vegas, New Mexico 87701 no later

than the date and time listed. Sealed proposal envelopes shall be clearly marked **RE-BID PORTABLE FLAME IONIZATION SURVEY** on the outside of the envelope; this information shall be placed on the lower left-hand corner of the envelope. Failure to comply with this requirement may result in the rejection of the proposals.

2.3 Ranking Criteria: The City of Las Vegas will use a technical advisory committee made up of City personnel and/or City Consultants to evaluate each proposal submitted. All proposals shall be reviewed for compliance with the mandatory requirements as stipulated in the Request for Proposals. Proposals found not to comply will be rejected from further consideration. Proposals which are not rejected will then be evaluated based upon the following weighted values. Proposal should address each of the following criteria as necessary.

1. **Specialized Services as defined in the scope of work**– Offeror's personal experience in the field of the scope of service listed. The Offeror should be able to briefly address specific examples of related projects.
2. **Capacity & Capability**– Offeror's willingness, capacity and capability to perform assigned duties and tasks on short notice and in a timely manner,
3. **Past Record of Performance**– Offeror should provide a list of references with names and phone numbers.
4. **Familiarity with the City of Las Vegas** - Offeror's familiarity with the area the project may be located and the system to which the work pertains.
5. **Current volume of work with the City that is less than 75% complete**– The volume of work previously done for the entity requesting proposals which is not seventy-five percent complete with respect to professional design services [through bidding phase], with the objective of effecting an equitable distribution of contracts among qualified businesses and of assuring the interest of the public in having available a substantial number of qualified businesses is protected; however, that the principal of selection of the most highly qualified business is not violated.
6. **Required certifications** – Certification levels and information on the personnel that hold the required certifications including years of experience.
7. **Resident Preference** – Offeror's proximity to the City of Las Vegas
8. **Veterans Preference** – Business owners status as a US Military Veteran.

*Note: Price cannot be a factor

3. COST OF PREPARING AND SUBMITTING PROPOSALS

The City of Las Vegas will not pay for any costs associated with the preparation or submission of proposals.

4. AWARD OF CONTRACT

The award shall be made to the responsible offeror and/or offerory whose proposal is the most advantageous to the City of Las Vegas, taking into consideration the evaluation factors set forth in this Request for Proposals. The proposal will be ranked by a committee. It is anticipated that ranking will be completed within one week of the opening of proposals. After initial ranking of proposals, at the City's sole option, the City may decide to interview the top two (2) or three (3) ranked offerory proposals to develop final rankings or may consider the rankings based on the proposals as being final. The City reserves the right to negotiate with multiple Offerors and award multiple contracts.

5. RESPONSIBILITY OF OFFEROR

5.1 BONDS (If Applicable)

- a. The successful offeror will be required to furnish a Performance Bond (if applicable), in an amount equal to \$100,000 and a labor and Materials Payment Bond in an equal amount, such bonds to be executed in four (4) original Counterparts by a Corporate Surety authorized to do business in the State of New Mexico, and acceptable to the Owner. The Bonds must be executed on forms contained in these Contract Documents. The form of Agreement with the successful Offeror, as Contractor, will be required to execute also included herewith.

5.2 INSURANCE CERTIFICATE

- a. The Offeror must always hold General Liability insurance of at least \$1,000,000.00 per occurrence. The successful Offeror will be required to furnish Proof of Compliance with this insurance requirement to the City upon execution of the Contract.

6. INSTRUCTIONS TO OFFEROR

6.1. REQUEST FOR PROPOSAL DOCUMENTS

6.1.1 Copies of Request for Proposals

- a. A complete set of the Request for Proposals may be obtained from the City.
- b. A complete set of the Request for Proposals shall be used in preparing proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete set of the Request for Proposals.
- c. The City in making copies of Request for Proposals available on the above terms, does so only for the purpose of providing proposals on the described project and does not confer a license or grant for any other use.
- d. A copy of the Request for Proposals shall be made available for public inspection.

6.1.2 Interpretations

- a. All questions about the meaning or intent of the Request for Proposals shall be submitted to the **Utilities Department**, in writing with a copy forwarded to the finance department. Replies will be issued by Addendum mailed or delivered to all parties recorded by the City as having received the Request for Proposals. Questions received less than five (5) days prior to the date for opening of proposals will not be answered. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.
- b. Offerors should promptly notify the City of any ambiguity, inconsistency, or error, which they may discover upon examination of the Request for Proposals.

6.1.3 Addendum

- a. Addendum will be sent certified mail return receipt requested or hand delivered to all who are known by the City to have received a complete set of Request for Proposals.

- b. Copies of the addendum will be made available for inspection wherever Requests for Proposals are on file for that purpose.
- c. No addendum will be issued later than five (5) days prior to the date for the receipt of Proposals, except an Addendum withdrawing the Request for Proposals or one which includes postponement of the date for receipt of Proposals.
- d. Each Offeror shall ascertain, prior to submitting the Proposal, that the Offeror has received all Addendum issued and shall acknowledge their receipt in the Proposal transmittal letter.

6.2 PROPOSAL SUBMITTAL PROCEDURES

6.2.1 Format and Section Requirements of Proposals

- a. Offerors **shall provide one original (1) and five (5)** copies of their proposal to the location specified on the cover page on or before the closing date and time for receipt of proposals.
- b. All proposals must be typewritten on standard 8 ½" x 11" paper and bound on the left-hand margin.
- c. A maximum of twenty (20) pages, including title, index, etc., including front and back covers.
- d. The proposal must be organized in the following format and must contain, as a minimum, all listed items in the sequence indicated:
 - 1. Offeror's Identification
 - i. Notarized affidavit that states name and address of your organization of office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors, if any, must be listed with license numbers. Describe individual staff and subcontractor's responsibilities with line of authority and interface with City staff. Include the name and telephone number of person(s) authorized for preparation and execution of the contract. The City has the authority to reject any or all Subcontractors. Respond to this section as Section A of Offeror's proposal.
 - 2. Campaign Contributions Disclosure Form
 - i. Fill out and attach the Campaign Contribution Disclosure Form. Respond to this section as Section B in Offeror's proposal.
 - 3. Personnel Experience
 - i. Describe the experience and qualifications of company principles, supervisors and other employees who will be actively engaged in the work required under the contract, including experience of subcontractors if applicable. Experience qualifications must reference any of the servicing provided to the City of Las Vegas Utilities System: Respond to this section as Section C of Offeror's proposal.
 - 4. Licenses (if applicable)
 - i. The Offeror shall show that he has a New Mexico general contractor's license and/or any other licenses required by law to perform the work required by this contract. All such licenses shall be held by the offeror or his subcontractors at the time the proposal is submitted. Respond to this section as Section D in Offeror's proposal.
 - 5. Experience in Specialized Services referenced in scope
 - i. The Offeror shall demonstrate at least five (5) years of experience. Indicate name, address and phone number of past customer and individual references who can be contacted regarding the work. Respond to this section as Section E in Offeror's proposal.

6. Documentation
 - i. The Offeror shall provide documentation of education, certifications and qualifications. Respond to this section as Section F in the Offeror's proposal.
 7. Financial (If Applicable)
 - i. The Offeror shall provide a letter from a financial institution regarding the Offeror's credit rating. Respond to this section as Section G in the Offeror's proposal.
 8. Additional Information
 - i. Describe any expectations and/or clarifications to this Request for Proposal. Also include any additional information you believe to be pertinent to the proposal but not requested elsewhere such as Veterans business or New Mexico Resident business status. Respond to this section as Section H in Offeror's proposal.
 9. Contractors Bonds (if applicable)
 - i. Successful offeror will be required to furnish a performance bond.
- e. Any proposals that do not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.
 - f. Offerors may request in writing nondisclosure of confidential data. Such data should accompany the proposal and should be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. A request that clearly states that the entire proposal must be kept confidential will not be acceptable. Only matters, which are clearly confidential in nature, will be considered.
 - g. Any cost incurred by the Offeror for preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be the sole responsibility of the Offeror.

6.2.2 SUBCONSULTANTS

- a. The Offeror shall list and state the qualifications for each sub-consultant the Offeror proposes to use for all sub-contracted work.
- b. The Offeror is specifically advised that any person or other party, to whom it is proposed to award a sub-contract under this proposal, must be acceptable by the City after verification of eligibility status, including but not limited to suspension or debarment of the City.

6.2.3 PREQUALIFICATION PROCESS

- a. A business may be pre-qualified by the Purchasing Agent as an Offeror for particular types of service. Mailing lists of potential Offerors shall include but shall not be limited to such prequalified businesses (§13-1-134 NMSA 1978). For purposes of this RFP, if prequalification is utilized, special instructions will be attached as an exhibit to this RFP.

6.2.4 DEBARRED OR SUSPENDED CONTRACTOR

- a. A business (contractor, subcontractor or supplier) that has either been debarred or suspended to the requirements of §13-1-177 through §13-1-180, and §13-3-11 through §13-4-17 NMSA 1978, as amended, shall not be permitted to do business with the City and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

6.2.5 REJECTION OF SUBMITTED PROPOSALS

- a. Oral, telephonic or telegraphic proposals are invalid and will not receive consideration. Rejected proposals shall be returned to the Offeror unopened. Failure to meet the following submittal of proposal requires shall result in a rejection of a proposal:
 1. Proposals shall be submitted at the time and place indicated in the Notice of Request for Proposals and shall be included in a sealed envelope marked with the project title and the name and address of the Offeror and accompanied by the documents outlined in the Request for Proposal.
 2. At all times, Offeror shall assume full responsibility for timely delivery of proposals at the City Clerk's office, including those proposals submitted by mail. Hand-delivered proposals shall be submitted to the City Clerk or the City Clerk's Designee and will be clocked in/time stamped at the time received, which must be prior to the time specified.

6.2.6 NOTICE OF CONTRACT REQUIREMENTS BINDING ON OFFEROR

- a. In submitting this proposal, the Offeror represents that the Offeror has familiarized him/herself with the nature and extent of the Request for Proposals dealing with the federal, state and local requirements, which are a part of these Requests for Proposals.
- b. Laws and Regulations: The Offeror's attention is directed to all applicable federal and state laws, local ordinances and regulations and the rules and regulations of all authorities having jurisdiction over the services for the project.

6.2.7 REJECTION OR CANCELLATION OF PROPOSALS

- a. This Request for Proposals may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the City. A determination containing the reasons therefore shall be made part of the project file (§13-1-131 NMSA 1978).

7. CONSIDERATION OF PROPOSALS

7.1 RECEIPT, OPENING AND PROPOSALS:

- a. Proposals, modifications and addendums shall be time-stamped upon receipt and held in a secure place until the established date.
- b. Proposals shall not be opened publicly and shall not be open to public inspection until after award of a contract. An offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- c. The names of all businesses submitting proposals and the names of all businesses, if any, selected for an interview shall be public information. After an award has been made, final ranking and evaluation scores for all proposals shall become public information (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Offerors during the negotiation process (§13-1-116 NMSA 1978).

7.2 PROPOSAL EVALUATION

- a. Proposals shall be evaluated on the basis demonstrated competence and qualifications for the type of service required and shall be based on the evaluation factors set forth in this RFP. For the purpose of conducting discussions, proposals may initially be classified as:
 1. Acceptable
 2. Potentially acceptable, that is, reasonably assured of being made acceptable
 3. Unacceptable (Offerors whose proposals are unacceptable shall be notified promptly)
- b. The City shall have the right to waive technical irregularities in the form of the proposal of the Offeror, which do not alter the quality of the service (§13-1-132 NMSA 1978).

- c. If an Offeror who otherwise would have been awarded a contract is found not to be a responsible Offeror; a determination that the Offeror is not a responsible Offeror, setting forth the basis of the finding shall be prepared by the Purchasing Agent/Procurement Manager. The unreasonable failure of the Offeror to promptly supply information in the connection with any inquiry with respect to the responsibility is grounds for a determination that the Offeror is not a responsible Offeror (§13-1-133 NMSA 1978).
- d. Selection Process (§13-1-120 NMSA 1978):
 - 1. An evaluation committee composed of representatives selected by the City will perform an evaluation of proposals. The committee shall evaluate statements of qualifications and performance data submitted regarding the particular project and may conduct interviews with and may require public presentations by all businesses applying for selection regarding their qualifications, their approach to the project and their ability to furnish the required services.
 - 2. If fewer than three (3) businesses have submitted a statement of qualifications for a project, the committee may:
 - i. Rank in order of qualifications and submit to the local governing body for award, those businesses which have submitted a statement of qualifications; or
 - ii. Recommend termination of the selection process and sending out new notices of the proposed procurement pursuant to §13-1-104 NMSA 1978.

7.3 NEGOTIATIONS (§13-1-122 NMSA 1978)

- a. The City's designee shall negotiate a contract with the highest qualified business for the services contemplated under this RFP at the compensation determined in writing to be fair and reasonable. In making this decision, the designee shall consider the estimated value of the services to be rendered and the scope, complexity and professional nature of the services.
- b. Should the designee be unable to negotiate a satisfactory contract with the business considered to be the most qualified at the price determined to be fair and reasonable, negotiations with that business shall be formally terminated. The designee shall then undertake negotiations with the second most qualified business. Failing accord with the second most qualified business, the designee shall formally terminate negotiations with that business.
- c. The designee shall then take undertake negotiations with the third most qualified business.
- d. Should the designee be unable to negotiate a contract with any of the businesses selected by the committee, additional businesses shall be ranked in order of their qualifications and the designee shall continue negotiations in accordance with this section until a contract is signed with a qualified business or the procurement process is terminated, and a new Request for Proposals is initiated.
- e. The City shall publically announce the business(es) selected for award.

7.4 NOTICE OF AWARD

- a. After award by the local governing body, a written notice of award shall be issued by the City after review and approval of the Proposal and related documents by the City with reasonable promptness (§13-1-100 and §13-1-108 NMSA 1978).

8. POST PROPOSAL INFORMATION

8.1 PROTESTS

- a. Any Offeror who is aggrieved in connection with a solicitation or award of an Agreement may protest to the City's Purchasing Agent and the City Clerk, in accordance with the requirements of the City's Procurement Regulations and the State of New Mexico Procurement Code. The protest should be made in writing within twenty-four (24) hours after the facts or occurrences giving rise thereto (§13-1-172 NMSA 1978).
- b. In the event of a timely protest under this section, the Purchasing Agent and the City shall not proceed further with the procurement unless the Purchasing Agent makes a determination that the award of Agreement is necessary to protect substantial interests of the City (§13-1-173 NMSA 1978).
- c. The Purchasing Agent or the Purchasing Agent's designee shall have the authority to take any action reasonably necessary to resolve a protest of an aggrieved Offeror concerning procurement. This authority shall be exercised in accordance with adopted regulations but shall not include the authority to award money damages or attorney's fees (§13-1-174 NMSA 1978).
- d. The Purchasing Agent or the Purchasing Agent's designee shall promptly issue a determination relating to the protest. The determination shall:
 1. State the reasons for the action taken; and
 2. Inform the protestant of the right to judicial review of the determination pursuant to §13-1-183 NMSA 1978
- e. A copy of the determination issued under §13-1-175 NMSA 1978 shall immediately be mailed to the protestant and other Offerors involved in the procurement (§13-1-176 NMSA 1978).

8.2 EXECUTION AND APPROVAL OF AGREEMENT

- a. The Agreement shall be signed by the successful Offeror and returned within an agreed time frame after the date of the Notice of Award. No Agreement shall be effective until it has been fully executed by all the parties.

8.3 NOTICE TO PROCEED

- a. The City will issue a written Notice to Proceed to the Consultant.

8.4 OFFEROR'S QUALIFICATION STATEMENT

- a. Offeror to whom award of an Agreement is under consideration shall submit, upon request, information and data to prove that their financial resource, production or service facilities, personnel and service reputation and experience are adequate to make satisfactory delivery of the service described in the Request for Proposals (§13-1-82 NMSA 1978).

9. EXECUTION OF CONTRACT

The Contract, Performance Bond and Labor and Material Payment Bond (as needed) shall be executed in three (3) original counter parts. The forms and Contract Documents will be as herein included and will be furnished by the Owner. Distribution of the executed forms will be as follows:

1. Contractor
2. Owner
3. As Needed

10. CONTRACT DOCUMENTS

The complete Contract Documents may include the following: (As Needed)

1. Scope of Services
2. Professional Standards

3. Compensation
4. Term of Agreement
5. Amendment
6. Status of Contractor
7. Assignment
8. Subcontracting
9. Records, Audits and Reporting
10. Conflict of Interest
11. Stoppage of Work
12. Amendment
13. Applicable Law
14. Scope of Agreement, Merger
15. Waiver
16. Insurance
17. Notice
18. Subject to Other Documents
19. Indemnification
20. New Mexico Tort Claims Act
21. Bribery and Kickbacks
22. Discrimination Prohibited
23. Third Party Beneficiaries

11. OTHER INSTRUCTIONS TO OFFERORS

11.1 OFFERORS INTERESTED IN MORE THAN ONE PROPOSAL

- a. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate proposals are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to an Offeror, or that has quoted prices of materials to an Offeror is not thereby disqualified from submitting a sub-proposal or quoting prices to other Offerors or making a prime proposal.

12. GENERAL TERMS AND CONDITIONS

12.1 DEFINITIONS

- a. *Addendum*: a written or graphic instrument issued prior to the opening of proposals, which clarifies, corrects or changes the Request for Proposals. Plural: addenda.
- b. *Determination*: means in the written documentation of a decision of the procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (§13-1-52 NMSA 1978).
- c. *Offeror*: any person, corporation or partnership legally licensed to provide design professional services in this state that chooses to submit a proposal in response to this Request for Proposals.
- d. *Purchasing Agent*: means the person or designee authorized by the city to manage or administer a procurement requiring the evaluation of proposals.
- e. *Request for Proposals*: or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting purposes (§13-1-81 NMSA 1978).
- f. *Responsible Offeror of Proposer*: means an offeror or proposer who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services described in proposal (§13-1-83 NMSA 1978).

- g. *Responsive Offer or Proposal*: means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (§13-1-85 NMSA 1978).

12.2 TERMS

- a. The terms *must, shall, will is required or are required*, identify a mandatory item or factor that will result in rejection of the Offeror's proposal.
- b. The terms *can, may, should, preferably or prefers* identify a desirable discretionary item or factor.

12.3 CONTRACTUAL TERMS

- a. *Amendment*: This contract will not be altered, changed, or amended except by a written document signed by the parties of this Contract.
- b. *Assignability*: The Consultant shall not assign, sublet or transfer their interests in this Contract without the written agreement of the City. If such an assignment is allowed, the Consultant shall be ultimately responsible to ensure that the work is performed satisfactorily. Any sub-contractors assigned must be approved by the City.
- c. *Authority to Bind the City*: The Consultant shall not have the authority to enter into any contracts binding upon the City or to create any obligations on the part of the City, except such as shall be specifically authorized by the City's representative, acting pursuant to authority granted by the City.
- d. *Binding Effect*: This contract shall be binding and shall insure to the benefit of the successors and assignees of the City and the Offeror.
- e. *Business License*: Prior to commencement of work, Offeror must secure a business license from the City of Las Vegas and submit proof thereof.
- f. *Conflict of Interest*: The consultant warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract.
- g. *Communication with the City of Las Vegas*: The consultant shall be required to periodically update the City of Las Vegas of the status of any project.
- h. *Funding*: This solicitation is subject to the availability of funds to accomplish the work. Payment and performance obligations for succeeding fiscal years shall be subject to the appropriation of funds. Therefore, when funds are not appropriated, or otherwise made available to support continuation of performance of the contract in a subsequent fiscal period, the contract will be terminated.
- i. *Gross Receipts Tax*: Unless otherwise agreed, Offeror is responsible for payment of gross receipts tax.
- j. *Indemnification*: The Consultant will indemnify, keep and hold harmless the City, its agents, officials and employees, against all suits or claims that may be based on injury to persons or property that is a result of an error, omission, or negligent act of the Consultant or any person employed by or acting on behalf of the Consultant.
- k. *Insurance*: (If Applicable) The Consultant must at all times hold errors and omissions liability insurance of at least \$1,000,000.00 and list the City of Las Vegas as an additional insured. Proof of compliance with this insurance requirement is to be provided to the City upon execution of this contract.
- l. *Method of Payment*: The Consultant shall submit itemized monthly statements of work performed on behalf of each City department as outlined herein. The City will then make payment by the 15th of the following month.

- m. *Notices*: Any notice required to be given under this Contract shall be deemed sufficient if given in writing by mail or hand-delivered to the City Clerk's office or by mail or hand-delivered to the Consultant's office.
- n. *Professional Standards*: The Consultant agrees to abide by and perform its duties in accordance with the Code of Ethics as established by the City of Las Vegas and/or its designee(s).
- o. *Scope of Contract*: This Contract incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Contract, and all such agreements, covenants, or understandings, oral or written, of the parties or their agents shall not be valid or enforceable, unless embodied into this contract.
- p. *Subject to Other Documents*: This Contract is subject to the terms and conditions of the statutes of the State of New Mexico and Ordinances of the City of Las Vegas, New Mexico as they exist at the time that this Contract is signed or as they are hereafter amended. All such statutes and ordinances are incorporated by reference to this agreement.
- q. *Term*: The term of this agreement shall be for a period of one (1) year, which may be extended, upon written agreement of both parties, not to exceed a period of four (4) years.
- r. *Termination*: Either party may terminate this contract by giving written notice to the other party thirty (30) days in advance. However, if the Offeror is adjudged as bankrupt or insolvent, or defaults in any way, the City may, without prejudice to any other right or remedy, and after giving Offeror a minimum of ten (10) days from the delivery of a written notice, terminate the services of the Offeror.
- s. *Timelines*: All work shall be performed in a timely manner, as requested. Compensation for services not completed with agreed upon timelines will not be paid.
- t. *Work Stoppage*: The City of Las Vegas retains a unilateral right to order, in writing, temporary stoppage of the work or delay of the performance of the work, with a ten (10) day notice to the Offeror.

12.4 CONDITIONS

- a. *Bribes, Gratuities and Kick-Backs*: Pursuant to §13-1-191 NMSA 1978, reference hereby made to the criminal laws of New Mexico (including §30-14-1, §30-24-2 and §30-41-1

through §30-41-3 NMSA 1978) which prohibits bribes, kick-backs and gratuities, violation of which is a felony. Furthermore, the Procurement Code (§13-1-28 through §13-1-199 NMSA 1978) imposes civil and criminal penalties for its violation.

- b. *Design Professional Registration:* All work shall be under the direction of the applicable design professional legally licensed and registered by the State of New Mexico.
- c. *Fees:* A lump sum fixed fee for Basic Service will be negotiated with the Offeror selected.
- d. *Funding:* The solicitation is subject to availability of funds to accomplish the work.
- e. *Governing Law:* The Agreement shall be governed exclusively by the laws of the State of New Mexico as the same from time to time exists.
- f. *Independent Contractors:* The Consultant and the Consultant's agents and employees are independent contractors and are not employees of the City. The Consultant and the Consultant's 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 the Agreement.
- g. *Professional Liability Insurance:* The Offeror will be required to carry professional liability (errors and omissions) insurance. The amount of coverage will be \$1,000,000.00.
- h. *Standard Form of Agreement between City and Consultant:* The form of agreement required by the funding agency or issued by the City will be used for this project. Copies are available upon request.

Copies of Request for Proposals can be obtained in person at the office of the City of Las Vegas' Clerk's Office at 905 12th Street, Las Vegas, New Mexico 87701, 505.454.1401



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

Meeting Date: February 12, 2025

Date Submitted: 1/8/25

Department: Human Resource /Fire

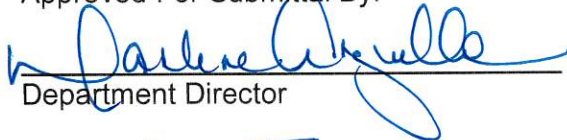
Item/Topic: The International Association of Firefighters (IAFF) has formally requested to open negotiations for two (2) economic articles and four (4) non-economic articles. This is in accordance with Article 39 – Terms of the Agreement of the International Association of Firefighters Collective Bargaining Agreement. At this time, City Management Team is requesting approval to open up negotiations with IAFF.

Fiscal Impact: Unknown

Attachments: Letter of Request & City Management Response Letter

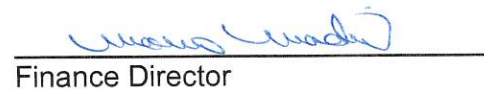
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE NO LATER THAN 5:00 P.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

City of Las Vegas

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



MAYOR DAVID ROMERO

MEMORANDUM

January 7, 2025

L.A. Sena, L4625 President
International Association of Fire Fighters
320 Grant Street
Las Vegas, NM 87701

Dear Mr. Sena,

The City of Las Vegas is in receipt of your letter requesting to open negotiations for a successor collective bargaining agreement for the 2025 year. At this time, we will need to formally request approval to open negotiations from Mayor and Council. This will be placed on the agenda for the meeting on February 12, 2025. Once we get this approved, we will be in contact to establish a date and time for the introduction of teams, setting of ground rules and setting up a tentative schedule for negotiations.

Respectfully,


Darlene Arguello,
Human Resource Director

xc: Tim Montgomery, City Manager

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4



International Association of Fire Fighters

IAFF Local 4625

320 Grant St, Las Vegas, NM 87701

L.A. Sena

President

(Vacant)

Vice President

Justin Armijo

Secretary

Kris Brito

Treasurer

01-01-2025

To: City of Las Vegas Human Resources Dept.

Cc: Chief Steve Spann

To whom it my concern,

Officers of IAFF Local 4625 are requesting negotiations for a successor collective bargaining agreement between The City of Las Vegas and Local 4625 as per article 39 - Terms of agreement. It is the position of L4625 to continue to work harmoniously with LVFD, The City of Las Vegas, and all other entities for the best possible outcome for all parties involved. Please be aware that this negotiation should be of two (2) economical and four (4) non-economical per agreed language during last negotiations. I thank you for your time and consideration with this matter. If you have any questions, please feel free to contact me at number or email provided below.

"ARTICLE 39

TERMS OF AGREEMENT

This Agreement shall become effective upon ratification and signature of this agreement or upon resolution of impasse, whichever is later, and shall remain in full force and effect until the next negotiated contract is ratified with exception of compensation, which is negotiated per fiscal year. Negotiations for a successor collective bargaining agreement to address two (2) economic articles and four (4) non-economic articles will occur upon written request by a party received no later than by the end of the first week of January 2025 and no earlier than December 1, 2024. Local 4625 will receive a written confirmation of notice by management no later than the second week of January 2025. Initial meeting to open of a successor collective bargaining agreement shall be no later than the last week of January 2025. Failure to provide notice of receipt and schedule initial meeting in accordance with the dates listed above will violate article 3, Section A of this agreement which in turn violates Article 1 of this agreement. Any violation of contract will mandate an immediate addition to the next upcoming city council meeting agenda (whether on public input or actual agenda), for the Union"

L.A. Robert Sena

L4625 President

(505) 429-6497

lasena@lasvegasnm.gov

1/2/25
RECEIVED BY
HUMAN RESOURCES
Via email
Daryulle



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

Meeting Date: February 12, 2025

Date Submitted: 01/31/25

Department: Public Works

Item/Topic: Request approval of Resolution No. 25-02 to apply for and assuring of matching funds for the Cooperative Municipal Program Grant (COOP) for a total project amount of \$200,180.00. The City of Las Vegas will be contributing their share of 25% (\$50,045.00), New Mexico Department of Transportation's share being 75% (\$150,135.00) for 685 feet of pavement maintenance and concrete work on Ridge Runner Road.

Fiscal Impact: Assuring availability of matching funds in the amount of \$50,045.00.

Attachments: Resolution No. 25-02, cost estimate, location map,


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

Approved For Submittal By:

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
Resolution No. 25-02

**A RESOLUTION TO APPLY FOR AND ASSURING THE AVAILABLE
MATCHING FUNDS FOR THE NEW MEXICO DEPARTMENT OF
TRANSPORTATION (NMDOT) COOPERATIVE AGREEMENT (COOP)**

WHEREAS, the City of Las Vegas ("City") will be applying to the New Mexico Department of Transportation ("NMDOT") for a Cooperative Agreement Grant (the "Grant") for construction, reconstruction, pavement rehabilitation, ADA compliant curb & ramps, drainage improvements, construction management, and miscellaneous construction to Ridge Runner Road;

WHEREAS, the City expects the amount of the projects to be a total of \$200,180.00; and

WHEREAS, the City would have to contribute 25% (\$50,045.00) in order to receive the Grant of (75%) \$150,135.00 for a total amount of \$200,180.00; and

WHEREAS, improvements are needed on these Street's for the safety and well being of the residents of the City and others who utilize these streets;

WHEREAS, if the City is successful in receiving the Grant, it will be used for 685 feet of road improvements on Ridge Runner Road to include 3" mill & 3" HMA SP IV Asphalt and concrete work where specified.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 25% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for road improvements on Ridge Runner Road in the City of Las Vegas.

APPROVED AND ADOPTED this _____ day of February 2025.

David Romero, Mayor



ATTEST:

Casandra Fresquez, City Clerk

Ridgerunner

Write a description for your map.

Legend

-  685 ft Ridgerunner- COOP project
-  Feature 1

EOP

Walmart Supercenter

BOP

7th St

EAST LAS VEGAS

Google Earth

Image © 2025 Airbus

400 ft





Estimate

Name / Address
 City of Las Vegas
 Arnold Lopez
 1700 N. Grand Ave.
 alopez@lasvegasnm.gov
 Las Vegas, NM 87701

Date	Estimate #
1/9/2025	RidgeRunner
Project	
Ridge Runner Rd.	

Item	Description	Qty	Rate	U/M	Total
	CITY OF LAS VEGAS -RIDGE RUNNER RD. - - Starting just North of the WalMart's South West corner for 685 LF - - 685 lf X 37 ft - - 25,345 sf 2,816 sy 3" Mill & 3" HMA SP IV Asphalt GENERAL SERVICES AGREEMENT 30-00000-23-00070				
621002	MOBILIZATION	1	10,000.00	ea	10,000.00T
702810	TRAFFIC CONTROL	1	5,000.00	LS	5,000.00T
632300	WATER DEVELOPMENT & WATER COST	1	2,000.00	LS	2,000.00T
407004	HAULING OF MATERIAL	350	20.00	ton	7,000.00T
414120	COLD MILLING ASPHALT 3 Inch	2,816	6.00	sqyd	16,896.00T
407000B	ASPHALT TACK PER SQUARE YARD	2,816	0.35	sqyd	985.60T
423283a	3" HMA SP IV COMPLETE	2,816	45.00	SYIN	126,720.00T
601000	REMOVE STRUCTURES OBSTRUCTIONS	1	3,000.00	LS	3,000.00T
609600b	CONCRETE VALLEY GUTTER SPECIAL DESIGN	1	10,000.00	LS	10,000.00T
901002	PERFORMANCE & PAYMENT BOND	1	3,500.00	LS	3,500.00T

Exclusions: SWPPP, Surveying, Material Testing, Engineering, Permits, Soil Blending, Rock Excavation, Utilities, Bonds, Striping and anything not listed above. PRICES QUOTED ARE GOOD FOR 30 DAYS

Federal ID: ENI: 27-1902307 CRS: 03-181502-00-2 Duns: 830132820 NM Work Force Solution: 002461320120530 NM Contractor's License: 370602 (GA01, GA98, GB98, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GS08) NM State Residence Certificate: L0509300144	Subtotal	\$185,101.60
	Sales Tax (8.1458%)	\$15,078.01
	Total	\$200,179.61



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

Meeting Date: 2/12/25

Date Submitted: 1/31/25

Department: Public Works

Item Topic: Request approval of Resolution 25-03 to accept a Capital Appropriation Grant Offer in the amount of \$150,000.00 for a fiscal year 2025, administered by the New Mexico Department of Transportation (NMDOT). NMDOT share being 100% or \$150,000.00 of amount awarded for the plan, design, and construction of road improvements on Lutheran Lane to include the intersection at Collins Drive.

Fiscal Impact: None

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



City Manager

Reviewed by:



Finance Director

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 _____

RESOLUTION

25-03

City of Las Vegas

**PARTICIPATION IN A CAPITAL APPROPRIATION GRANT PROGRAM
ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION**

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

WHEREAS, the total cost of the project will be \$150,000.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation’s share shall be 100% or \$150,000.00
- and
- b. City of Las Vegas’s proportional matching share shall be 0%

TOTAL PROJECT COST IS \$150,000.00

City of Las Vegas shall pay all costs, which exceed the total amount of \$150,000.00

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

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

The agreement terminates on June 30, 2028 and the City of Las Vegas incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Las Vegas to enter into Cooperative Agreement for Project Control Number CN4243305 with the New Mexico Department of Transportation for a Capital Appropriation Project for year 2025 for the plan, design and construction of road improvements on Lutheran Lane to include the intersection at Collins Drive within the control of the City of Las Vegas in Las Vegas, San Miguel County, New Mexico.

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

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

Contract Number: _____
Vendor Number: 0000054343
Control Number: C4243305

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and City of Las Vegas, hereinafter called the “Grantee”. This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2024, SB 275, Chapter 66, Section 33, Subsection 75, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID I3305 NMDOT Control Number C4243305 **\$150,000**
APPROPRIATION REVERSION DATE: 6/30/2028
Laws of 2024, Chapter 66, Section 33, Subsection 75, One Hundred Fifty Thousand Dollars and No Cents (\$150,000), to plan, design and construct road improvements on Lutheran lane, including the intersection at Collins drive, in Las Vegas in San Miguel county .

The Grantee’s total reimbursements shall not exceed One Hundred Fifty Thousand Dollars and No Cents \$150,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹, if applicable, (), which equals () (the “Adjusted Appropriation Amount”).

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Vegas
Name: Danny Gurle
Title: Public Works Supervisor

Address: 1700 North Grand Avenue, Las Vegas, New Mexico 87701
Email: dgurule@ci.las-vegas.nm.us
Telephone: 505-652-8750

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: _____
Name: _____
Title: _____
Address: _____
Email: _____
Telephone: _____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 4 Office
Name: John Herrera
Title: Capital Outlay District Coordinator
Address: P.O. Box 10, Las Vegas, NM 87710
Email: JohnA.Herrera@dot.nm.gov
Telephone: 505-398-6143

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **6/30/2028** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and

- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.

- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Vegas may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Vegas’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Vegas or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Vegas or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Las Vegas may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Vegas only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

By:

Its: Cabinet Secretary or Designee

Date

**REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE
DEPARTMENT'S OFFICE OF GENERAL COUNSEL**

By: Aaron Frankland or Designee

Its: Deputy General Counsel

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information				II. Payment Computation			
<i>(Make sure information is complete & accurate)</i>							
A.	Grantee:			A.	Payment Request No.		
B.	Address:			B.	Grant Amount:		
<i>(Complete Mailing, including Suite, if applicable)</i>				C.	AIPP Amount <i>(if Applicable)</i> :		
				D.	Funds Requested to Date:		
				E.	Amount Requested this Payment:		
				F.	Reversion Amount <i>(if Applicable)</i> :		
	City	State	Zip	G.	Grant Balance:		
C.	Phone No:			H.	<input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB <i>(attach wire if first draw)</i>		
D.	Grant No:			I.	<input type="checkbox"/> Final Request for Payment <i>(if Applicable)</i>		
E.	Project Title:						
F.	Grant Expiration Date:						
III. Fiscal Year :							
<i>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</i>							
IV.	Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.						
<input type="checkbox"/>							
V.	Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.						
<input type="checkbox"/>							
Grantee Fiscal Officer				Grantee Representative			
<i>or Fiscal Agent (if applicable)</i>							
Printed Name				Printed Name			
Date:				Date:			
(State Agency Use Only)							
Vendor Code:		Fund No.:		Loc No.:			
I certify that the State Agency financial and vendor file information agree with the above submitted information.							
Division Fiscal Officer				Division Project Manager			
Date				Date			

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____]
entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the
following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within
the scope of the project description, subject to all the terms and conditions of the above referenced Grant
Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for
indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of
bond proceeds shall not be allowed unless specifically authorized by statute.

NMDOT ATTACHMENT A

The City of Las Vegas shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Las Vegas shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.



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

Meeting Date: February 12, 2025

Date Submitted: 01/31/25

Department: Parks

Item/Topic: Request approval of Resolution No. 25-04 to apply for and assuring of matching funds for the Congestion Mitigation and Air Quality (CMAQ) grant for a total project amount of \$1,456,814.77. The City of Las Vegas will be contributing their share of 14.56% (\$212,112.23), New Mexico Department of Transportation's share being 85.44% (\$1,244,702.54) the plan, design, construction, reconstruction, pavement rehabilitation, ADA compliant walkways, drainage improvements, construction management and miscellaneous construction on the Riverwalk Trail from Bridge Street to Mills Avenue.

Fiscal Impact: Assuring availability of matching funds in the amount of \$212,112.23.

Attachments: Resolution No. 25-04, cost estimate

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
Resolution No. 25-04

**A RESOLUTION TO APPLY FOR AND ASSURING AVIALABLITY OF
MATCHING FUNDS FOR THE CONGESTION MITIGATION AND AIR
QUALITY (CMAQ) GRANT ADMINISTERED BY THE NEW MEXICO
DEPARTMENT OF TRANSPORTATION**

WHEREAS, the City of Las Vegas (“City”) will apply to the New Mexico Department of Transportation (“NMDOT”) for a CMAQ grant (the “Grant”) for planning, designing, construction, reconstruction, pavement rehabilitation, ADA compliant walkways, drainage improvements, construction management, and miscellaneous construction on the Riverwalk walkway; and

WHEREAS, the City expects the amount of the project to be a total of \$1,456,814.77; and

WHEREAS, the City would have to contribute 14.56% (\$212,112.23) in order to receive the Grant of \$1,244,702.54 (85.44%) for a total amount of \$1,456,814.77 to include New Mexico gross receipts tax; and

WHEREAS, improvements are needed on the Riverwalk for the safety and well being of the residents of the City and others who utilize the walkway; and

WHEREAS, if the City is successful in receiving the Grant, it will be used for the improvements of the Riverwalk from Bridge Street (BOP) to Mills Ave (EOP) for a total length being 4,425 feet; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body agrees to contribute 14.56% of the Grant amount in order to obtain the Grant, and agrees to use the Grant for phase III Riverwalk improvements from Bridge Street to Mills Avenue.

APPROVED AND ADOPTED this _____ day of February 2025.

David Romero, Mayor

ATTEST:

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS, NEW MEXICO
2025 River Walk Project

Engineer's Opinion of Probable Construction Cost

River Walk Trail - Bridge Street to Mills Avenue (Length =4425')

1/13/2025

SEQ. NO.	NMDOT ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	201000	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
2	203000	Unclassified Excavation	CY	1,000	\$ 50.00	\$ 50,000.00
3	207000	Subgrade Preparation	SY	5,700	\$ 12.00	\$ 68,400.00
4	303160	Base Course - 6"	SY	5,700	\$ 20.00	\$ 114,000.00
5	416000	Minor Paving - 2-1/2"	SY	5,700	\$ 35.00	\$ 199,500.00
6	570425	18" Storm Drain Pipe	LF	250	\$ 150.00	\$ 37,500.00
7	601000	Removal of Structures and Obstructions	LS	1	\$ 10,000.00	\$ 10,000.00
8	601110	Removal of Surfacing	SY	4,000	\$ 10.00	\$ 40,000.00
9	602010	Rip Rap Class B	CY	50	\$ 300.00	\$ 15,000.00
10	603281	SWPPP Plan Preparation and Maintenance	LS	1	\$ 5,000.00	\$ 5,000.00
11	606001	Single Face W-Beam Guardrail	LF	100	\$ 100.00	\$ 10,000.00
12	606053	End Treatment W Beam End Anchor	EA	4	\$ 4,500.00	\$ 18,000.00
13	608106	Concrete Paving - 6"	SY	50	\$ 85.00	\$ 4,250.00
14	618000	Traffic Control Management	LS	1	\$ 10,000.00	\$ 10,000.00
15	621000	Mobilization	LS	1	\$ 100,000.00	\$ 100,000.00
16	623059	Modified Median Drop Inlet (Urban Grate)	EA	3	\$ 12,000.00	\$ 36,000.00
17	632000	Class A Seeding	ACRE	1.0	\$ 5,000.00	\$ 5,000.00
18	632020	Class C Seeding	ACRE	1.0	\$ 20,000.00	\$ 20,000.00
19	701000	Panel Signs	SQ.FT.	45	\$ 50.00	\$ 2,250.00
20	701100	Steel Post and Base Post for Aluminum Panel Signs	LIN.FT.	45	\$ 50.00	\$ 2,250.00
21	702810	Traffic Control Devices for Construction	LS	1	\$ 5,000.00	\$ 5,000.00
22	704000	Retroreflectorized Painted Markings 4"	LF	17,000	\$ 2.50	\$ 42,500.00
23	801000	Construction Staking By the Contractor	LS	1	\$ 25,000.00	\$ 25,000.00
24		Solar LED Lighting	LS	1	\$ 200,000.00	\$ 200,000.00
25		Landscape Amenities	LS	1	\$ 20,000.00	\$ 20,000.00
26		Decorative Fencing	LF	300	\$ 165.00	\$ 49,500.00
SUBTOTAL CONSTRUCTION						\$ 1,094,150.00
NMGRT @ 8.1458%						\$ 89,127.27
CONTINGENCIES @ 5%						\$ 54,707.50
SURVEY, ENGINEERING & CONSTRUCTION MANAGEMENT @ 20%						\$ 218,830.00
TOTAL CONSTRUCTION COST						\$ 1,456,814.77



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

Meeting Date: 1/12/25

Date Submitted: 1/31/25

Department: Public Works

Item/Topic: Approval to enter into negotiations and approval to award RFP 2025-19 Diesel and/or Gasoline Maintenance and Repair to D.A.G. Enterprises of NM LLC

Advertised January 10, 2025 (Albuquerque Journal, Optic and City's Website)
Opening date January 23, 2025
Number of Proposals: 1

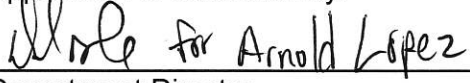
D.A.G. Enterprises of NM LLC

Fiscal Impact: None

Attachments: Original RFP, addendum 1, proposal opening sheet, proposals received, scoring matrix, and proposed contract.


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 _____

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 10:00 am/pm, Jan 23, 2024, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Diesel and Gasoline Maintenance and Repair Services for the City of Las Vegas Vehicle Fleet

Proposal Forms and Specifications may be obtained from the following location:
City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked;

Diesel and Gasoline Maintenance and Repair Services for the City of Las Vegas Vehicle Fleet

Opening No. 2025-19 on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

The City of Las Vegas reserves the right to reject any/or all proposals submitted.

CITY OF LAS VEGAS,

[Signature]
TIM MONTGOMERY, CITY MANAGER

[Signature]
RANDALL VAN MECK
CITY ATTORNEY

[Signature]
CASANDRA FRESQUEZ, CITY CLERK

[Signature]
MORRIS MADRID, FINANCE DIRECTOR

[Signature]
JENNIFER SILVA, PURCHASING OFFICER

Opening No. 2025-19

Date Issued: 1/10/25

Published:	LAS VEGAS OPTIC	1/10	2024	5
	ALBUQUERQUE JOURNAL	1/10	2024	5
	www.lasvegasnm.gov	1/10	2024	5

OFFEROR INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

SERVICE (S): **DIESEL AND GASOLINE VEHICLE MAINTENANCE AND REPAIR** THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL PROPOSALS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM.

AFFIDAVIT FOR FILING WITH COMPETITIVE PROPOSAL

STATE OF _____ }

COUNTY OF _____ }

I, _____ state under penalty of perjury that I am at least 18 years old, and am of the agent authorized by the offerors to submit the attached proposal. Affiant further states that the offeror has not been a party to any collusion among offerors in restraint of freedom of competition by agreement to a fixed price or to refrain from submitting a proposal; or with any city official or employee as to the quantity, quality or price in the prospective contract, or any other terms of said prospective contract; or in any discussion between offerors with any City official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

AWARDED PROPOSAL

Awarding of proposal shall be made to the responsible offeror whose proposal best meets the specification. The City of Las Vegas (City) reserves the right to reject any or all proposals submitted.

TIMETABLE

Proposal pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before: Jun 23, 2025; 2:00 am/pm; at which time all proposal received will be opened. The opening will occur at the City Council Chambers or other designated area at the City Offices. Awarding of proposal is projected for: TBD, 2025. The successful offeror will be notified by mail.

ENVELOPES

Sealed proposal envelopes shall be clearly marked on the lower left-hand corner, identified by the Proposal Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted proposal.

COPIES

Enclose one (1) original and five (2) copies of Proposal documents. Failure to comply with this requirement may result in the rejection of the submitted Proposal.

LABELS

Offeror is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list if applicable and total bid amount page.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico (Section 13-1-28 through 13-1-199 N.M.S.A. 1978) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (Section 30-24-1 and 30-24-2, N.M.S.A. 1978) states that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered.

commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. In addition Section 30-41-1 through 30-41-3, N.M.S.A. 1978 state that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

RESPONSIBILITY OF OFFEROR

At all times it shall be the responsibility of the offeror to see that their proposal is delivered to the City Clerk by the Date and Time scheduled for the opening. If the mail or delivery of said proposal is delayed beyond the scheduled opening date and time set, this proposal will not be considered.

NON-COLLUSION

In signing of their proposal and affidavit the offeror certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition in connection with the submitted proposal.

CLARIFICATION OF PROPOSAL

Offeror requiring clarification or interpretation of the proposal specifications shall make a written request to the Department involved in the proposal request at least five (5) days prior to the scheduled proposal opening date; with a copy forwarded to the Finance Department. Any interpretations, corrections, or changes (not part of the negotiation stage) of said proposal specifications shall be made by "ADDENDUM" only; including any Opening Dates or Time Change. Interpretations, corrections, or changes of said proposal made in any other manner (before opening and negotiation stage) will not be binding and offeror shall not rely upon such interpretations, corrections, and changes.

MODIFICATION OR WITHDRAWAL OF PROPOSAL

A proposal may not be withdrawn or cancelled by the offeror following the scheduled opening date and time; the offeror does so agree in submitting their proposal. Prior to the scheduled time and date of opening, proposals submitted early may be withdrawn but may not be re-submitted. Pursuant to (Section 13-1-21 and 13-1-22, N.M.S.A. 1978), any New Mexico resident business or resident manufacturer who wishes to receive the benefit of an "Application of Preference" must provide their Certificate Number (issued by N.M. State Purchasing); with their proposal on the "OFFEROR INFORMATION/AFFIDAVIT" form.

APPLICATION OF PREFERENCE

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, offerors shall provide their Federal Tax ID Number if offeror is incorporated. If offeror is a sole proprietorship or partnership, then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under Section 7-10-5, N.M.S.A. 1978 if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

SPECIAL NOTICE

Proposals will be opened and all submitted copies will be checked for accuracy of Department's specific amount of copies requested. Any price or other factors of the submitted proposals will not be read out loud to anyone in attendance at the proposal opening. All factors of the submitted proposals are not public record to other offerors or interested parties before the negotiation or awarding process.

The department involved in the proposal request will evaluate all proposals submitted according to the evaluation criteria indicated in the proposal specifications.

NEGOTIATION

Pursuant to the City of Las Vegas Purchasing Rules and Regulations (section 6.7); discussions or negotiations may be conducted with a responsible offeror who submits an acceptable or potentially acceptable proposal. Negotiations of price will be done after all evaluation criteria have been met.

CONTRACT

When the City issues a purchase order in response to an awarded proposal, a binding contract is created (unless a specific contract has been created).

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

REQUEST FOR PROPOSALS

DIESEL AND/OR GASOLINE MAINTENANCE AND REPAIR SERVICES FOR THE CITY OF LAS VEGAS VEHICLE FLEET

The City of Las Vegas wishes to establish a RFP to provide Diesel and/or Gasoline Vehicle/Equipment Maintenance, repairs, parts, materials, emergency repairs and towing services, warranty and/or labor of/on diesel and/or gasoline vehicles/equipment that can be used by the City of Las Vegas. User agency diesel fleet consists of diesel vehicle and heavy equipment and gasoline engine vehicles.

SPECIFICATIONS:

The City of Las Vegas includes the following Diesel and/or Gasoline Vehicle/Equipment Repair, Maintenance, Preventative Maintenance, and Emergency Repair, Towing, Tire Repair/Install Services and Body Parts:

- All maintenance and repairs will be professionally diagnosed. Repairs and/or adjustments will be performed by and/only trained and/or certified (AS, etc) diesel and gasoline mechanics.
- Perform Annual/Day to Day DOT Inspections to ensure all parts and components are in good working conditions, repairs to include parts and accessories on diesel and gasoline vehicle/equipment.
- Must have an "On Call" person for after hours, holiday, and/or emergency repairs.
- All preventive maintenance to diesel and/or gasoline vehicles/equipment shall be in accordance with the manufacturer's or departments specifications and maintenance schedules. It is expected that awarded vendors are able to perform services without voiding existing warranties.
- City of Las Vegas Diesel and/or Gasoline Fleet oil changes, lubrication, and associated services. At a minimum an oil change will include lube, new oil, new oil filter, top off coolant up to ¼ gallon, top off brake fluid, top off power steering fluid, top off all differentials, check transmission and transfer case fluids.
- Emergency repairs to include tire repair/installation, body parts (fenders, bumpers, windshields, interior seats, door/window handles, mud flaps, and repair to make the vehicle/equipment safe on the road) to the diesel and/or gasoline fleet. Must have prior approval from department directors.

- Emergency towing of diesel or gasoline vehicles/equipment will occur with prior approval from department director. Most vehicles requiring towing services will be towed to the nearest approved maintenance. /repair facility unless prior approval is provided to the wrecker service.
- Any job exceeding \$3,000.00 must receive prior approval from the contracting agency. It is the vendor's responsibility to contact the agency and obtain the approvals.
- Facility Ability to conduct work must be able to handle vehicles/equipment 14' in height.

City of Las Vegas requires all manner of service pertaining to our diesel and/or gasoline fleet. While these instances should be rare, there may be times when service is needed and will have to be outsourced; in that event the City of Las Vegas would require the assistance and recommendations of our selected services and repair maintenance as determined to be in the City of Las Vegas best interest by the Department Director.

Please provide a list of other options and services your facility can offer. Security of you grounds; certification levels of your diesel/gasoline mechanics and specialty diagnostic equipment.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period(s) of three (3) additional years, on a year-to- year basis, by mutual agreement of all parties and approval of the City of Las Vegas at the same price, terms and conditions. This agreement shall not exceed four (4) years.

Parts:

Parts will be billed at the maximum discount offered by the manufacturer or supplier. Cost for parts and supplies will itemized separately on each invoice and will indicate list price minus amount discount offered. In cases where the manufacturer's current retail price of vendor's cost list is non-existent, the user agency will be billed at the actual cost to the vendor for such items. The user agency agrees to compensate the awarded vendor actual freight costs incurred in the procurement of "special order parts", which are not normally stocked items, provided that , authorization is granted by the user agency prior to the time of order.

Awarded vendor(s), upon request, shall furnish the department with a copy of the price schedule(s) and flat rate manuals, or relevant parts thereof, at no additional cost. Furthermore, the awarded vendor(s) shall insure that all work will be professionally diagnosed, and the maintenance repairs and /or adjustments will be performed only by factory trained and certified diesel and/or gasoline mechanics and/or ASE certified mechanics.

Awarded vendor(s) shall have adequate manufacturers or commercially published repair and specifications manual(s) for all diesel and gasoline vehicles/equipment.

Vendors bidding are cautioned that they must insure the user agencies that they have the capability and facilities to provide the services they are bidding. Vendors lacking the above may have their bid rejected or cancelled. The user agency reserves the right to inspect the prospective vendor's repair facility prior to and/or after making a recommendation of award, and anytime during the term of the agreement(s).

Awarded vendors agree to provide services in accordance with instructions contained in this or any associated/attached documents, and only against specific orders in which the City of Las Vegas (CLV) may place with the vendor during the term of this agreement.

Cost of repairs and supply of parts, for work other than that authorized by the user agency will not be paid for unless prior approval is granted by the user agency.

When applicable, all labor charges on the invoice will be broken down to indicate the number of hours consumed in performing specific tasks. All jobs quoted will be in conformance to national pricing guides such as those provided by All Data and Mitchell.

In the event that a prospective vendor is not certified to conduct all automotive repairs or specializes in a particular automotive system, it is necessary that the prospective vendor indicate the maintenance and repair of specific diesel systems on attached list.

Exclude Parts, Supplies and Labor

Body repair, fenders, bumpers, windshields, interior seats, door/window handles, mud flaps any convenience decorative items are not authorized to be purchased under this price agreement, only in case of emergency will it be allowed.

Taxes

Price shall not include state gross receipts tax or local option tax(es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user. Gross receipts or local tax applies to labor only. Taxes will only apply to the actual service provided and not the parts.

Total Compensation

Prices quoted herein represent the total compensation to be paid by the City of Las Vegas for goods and/or services provided. It is understood that the party providing said goods and/or services to the City of Las Vegas is responsible for payment of all costs of labor, equipment, tools, materials, federal tax, permits, licenses, fees and any other items necessary to complete the work provided. The prices quoted herein include an amount sufficient to cover such costs.

Emergency

Notwithstanding the existence of this agreement, the City of Las Vegas and/or its political sub-divisions reserve the right to order any service, part or supplies required for emergency purposes from any party who can deliver such services, parts or supplies to meet the requirements of the user agency, without waiving or voicing any of the terms of this agreement.

It is the responsibility of the user departments to utilize this agreement in the best interest of the City of Las Vegas. City could award to multiple vendor at City's discretion agreements will awarded to bidders meeting all specifications.

The awarded vendor(s) shall perform all work and furnish all labor, materials, tools and appurtenances required to comply with the requirements of the awarded RFP by the City of Las Vegas.

The awarded vendor(s) shall comply with all of the terms and conditions contained herein and are hereby made part of this agreement. The submission of a proposal shall be considered as prima facie evidence that the bidder has familiarized himself with and understands the conditions under which this RFP shall be performed. No letter or stipulation submitted with a RFP shall alter the terms and conditions of this agreement.

EVALUATION SHEET

Offerors:

Proposal must address each of the following criteria to receive points.

Rating Sheet For (applicant name):		
Item	Possible Points	Points Awarded
1. Specialized Services as defined in the Scope of work	30	
2. Capacity and Capability	15	
3. Past Record and Performance	15	
4. Familiarity with City of Las Vegas and related services	20	
5. Current volume of work with City of Las Vegas is less than 75%	10	
6. Resident/ Veterans Preference	<u>10</u>	
Subtotal Proposals for Scope of Services	<u>100</u>	

City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701

505-454-1401 lasvegasnm.gov



MAYOR DAVID ROMERO

ADDENDUM NO. 1 REQUEST FOR FOR PROPOSALS #2025-19 Diesel and Gasoline Maintenance and Repair Services

1. RFP 2025-19

- The evaluation sheet was not posted on the City's website. Potential proposers may download the page to complete RFP package. We apologize for any inconveniences'.

RFP 2025-19 Diesel and Gasoline Maintenance and Repair Services

Published: Albuquerque Journal – 1/10/2025

Las Vegas Optic - 1/10/2025

City Website - 1/10/2025

Opening Date 1/23/2025 at 2:00 pm. Opening will be held at 1700 North Grand Ave, Las Vegas NM 87701.

Addendum may be obtained from the City of Las Vegas City Clerk's Office at 1700 North Grand Ave, Las Vegas NM 87701 or the City Web page www.lasvegasnm.gov

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

CITY OF LAS VEGAS
BID OPENING

DATE: 23-Jan-25

OPENING NO.: 2025-19

TIME: 2:00 PM

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S):

	RECEIVED FROM:	AMOUNT PER ITEM:	BID BOND:	AFFIDAVIT NOTARIZED	CAMPAIGN CONTRIBUTION
1	DAG		N	X	X
2					
3					
4					
5					
6					
7					
8					

COMPANY REPRESENTATIVE

COMPANY NAME

1	Daniel Gurali	CLV
2	JANITOR SILVA	CLV
3		
4		
5		
6		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

SUBMITTED BY:

DATE: _____

DATE: _____



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

Meeting Date: 2/12/25

Date Submitted: 1/31/25

Department: Public Works

Item/Topic: Discussion/Selection and approval of project location's for the 2025/2026 Municipal Arterial Program (MAP) and the Transportation Project Fund (TPF). The grant opportunities are sponsored by the New Mexico Department of Transportation annually. Publics Works is respectfully requesting project selection and approval to move forward with the grant application's process and requirements.

Fiscal Impact: None

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 _____



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

Meeting Date: February 12, 2025

Date Submitted: 01/27/25

Department: Utilities

Item/Topic: Award RFB #2025-18 for the re-bid of standard liquid aluminum sulfate for the water treatment chemical liquid aluminum sulfate to Chemtrade Chemicals US LLC and Thatcher Company of Arizona, Inc. and enter into a contracts.

Advertised: 12/13/2024: Las Vegas Optic, Albuquerque Journal and City Website
Bid Opening: 01/09/2025
Number of Bids: 2 – Chemtrade Chemicals US LLC; Thatcher Company of Arizona, Inc.

Fiscal Impact: Paid for through City funding by the Water Treatment Plant.

Attachments: Original bid, bid opening sheet, bid tabulation, bids received, draft contracts.


Committee Recommendation: This item will be discussed at the February 6, 2025 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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

Approved For Submittal By:


Department Director

Reviewed By:


Finance Director


City Manager

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

Resolution No. _____
Ordinance No. _____

Continued To: _____
Referred To: _____

Contract No. _____
Approved _____

Denied _____
Other _____

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., 1/9/25, at the City Council Chambers, 905 12th Street, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:


Re-Bid Standard Liquid Aluminum Sulfate

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: City Clerk's Office at 905 12th Street, Las Vegas, NM 87701 or www.lasvegasnm.gov


Mailed bids should be addressed to the City Clerk, 9052th Street, Las Vegas, New Mexico 87701; with the envelope marked: **Standard Liquid Aluminum Sulfate** Opening No. 2025-18; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,



Tim Montgomery, City Manager




Attorney



Casandra Fresquez, City Clerk



Morris Madrid, Finance Director



Jennifer Silva, Purchasing Officer

Opening No. 2025-18

Date Issued: _____

Published: Las Vegas Optic _____, 2024
Albuquerque Journal _____, 2024
www.lasvegasnm.gov _____, 2024

BIDDER INFORMATION

OFFEROR: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): **Re-Bid Standard Liquid Aluminum Sulfate**

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

} ss

COUNTY OF _____ }

I, _____, being of first duly sworn, state under penalty of perjury that I am at least eighteen years of age, and am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this _____ day of _____, 20_____.

(SEAL)

Notary Public Signature

My Commission Expires: _____

STANDARD BID CLAUSES

AWARDED BID:

Awarding of bid shall be made to the responsible Bidder whose Bid best meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

TIMETABLE:

Bid pursuant to this request must be received at the City Clerk's Office at 905 12th Street, Las Vegas, New Mexico, on or before: 1/19/25, 2024; 2:00 p.m.; at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for TBD, 2024. The successful Bidder will be notified by mail.

ENVELOPES:

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of the submitted Bid.

BRIBERY AND KICK-BACK:

The Procurement Code (NMSA 13-1-28 through 13-1-199) imposes a third degree felony penalty for bribery of a public official or public employee. In addition, the New Mexico Criminal Statutes (NMSA 30-24-1 and 30-24-2) state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official or public employee, and it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. NMSA 30-41-1 through 30-41-3 include that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION:

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly, entered into action of restraint of free competition, in connection with the submitted bid.

RESPONSIBILITY OF BIDDER:

At all times it shall be the responsibility of the Bidder to see that their bid is delivered to the City Clerk by the **Date** and **Time** scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, this bid will not be considered.

CLARIFICATION OF BID:

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the **Department** involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department. Any interpretation, corrections, or changes of said **Bid Specifications, Opening Date, or Time Change** will be made by Addendum only. Interpretations, Corrections or changes of said Bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID:

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission **must be prior** to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID:

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION:

Final inspection and acceptance will be made at the City's discretion. Products rejected for nonconformance with the specifications shall be removed by the Bidder, at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER:

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership they then shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER:

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a complete Campaign Contribution Disclosure Form Pursuant to NMSA 13-1-191.1, as amended.

COMMERCIAL WARRANTY:

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. The Bidder agrees that prior to receiving payment, Bidder shall provide to the City written notice by the City's Engineer that the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE:

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and five (5) copies of Bid documents. Failure to comply with this requirement may result in the rejection of the submitted Bid.

LABELS:

Bidder is required to tab pages which include the following: Notarized Affidavit, Signed Campaign Contribution form, Subcontractor list, Bid bond if applicable and total bid amount page.

DEFAULT:

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provision of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include but are not restricted to acts of GOD or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City, this paragraph shall not be exclusive and shall be in addition to any other rights now being provided by law.

BID PROTESTS:

If any bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least fifteen (15) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties who do not also furnish satisfactorily documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION:

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid, his/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date, with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT:

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specific contract has been created).

TERMINATION:

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement **shall not** affect any outstanding orders.

TAXES:

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts Tax in the City of Las Vegas.

BIDFORM

BID ITEM (S): Standard liquid Aluminum Sulfate

A. tractor semi tanker 44,000 pounds per load	\$	_____
B. _____	\$	_____
C. _____	\$	_____
D. _____	\$	_____
E. _____	\$	_____
F. _____	\$	_____
G. _____	\$	_____
H. _____	\$	_____
I. _____	\$	_____
J. _____	\$	_____
K. _____	\$	_____
L. _____	\$	_____

NOTE:

Pursuant to the Procurement Code, NMSA 13-1-28, *et al*, as amended, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250.00) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to NMSA 13-1-181 or a contract that is executed may be ratified or terminated pursuant to NMSA 13-1-18 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source of small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Prospective contractor" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [NMSA 13-1-28 through 13-1-199] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: _____
(Completed by State Agency or Local Public Body)

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250.00) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

CITY OF LAS VEGAS

BID FORM
OPENING NO: 2024-
BID ITEM: STANDARD LIQUID ALUMINUM SULFATE

PROPERTIES:

Physical State:	Liquid
Appearance:	Clear
Odor:	Odorless
ph:	1.4- 2.6
Evaporation Rate:	Not Available
Melting Point:	Not Available
Freezing Point:	-15.56 C (3.99 F)
Boiling Point:	101 C (212.8 F)
Flash Point:	Not Flammable
Auto Ignition Temperature:	Not Available
Decomposition Temperature:	Not Available
Flammability (Solid, Gas):	Not Applicable
Lower Flammable Limit:	Not Available
Upper Flammable Limit:	Not Available
Vapor Pressure:	Not Available
Relative Vapor Density @20C:	Not Available
Relative Density:	Not Available
Specific Gravity:	1.30-1.35
Solubility:	Completely Miscible in Water
Partition Coefficient N- Octanol/ water:	Not Available
Viscosity:	Not Available



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

*Reviewed:

Tim Montgomery, City Manager

11/12/2024
Date

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

Date Submitted: November 12, 2024

Department Submitting: Utilities Project Management

Submitter: Adrian Allemand

Documents to be reviewed: RFB- Re-Bid Aluminum Sulfate

Deadline: **asap**

Submitter Comments: _____

Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____

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

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

Changes: _____ Date: _____

1

Attorney Review

11/19/2024
Date

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

2

Finance Director

11/22/24
Date

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

3

Tim Montgomery, City Manager

12/02/2024
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.*



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

Meeting Date: 2/12/25

Date Submitted: February 5, 2025

Department: Finance

Item/Topic: Approval of Resolution 25-08. The City of Las Vegas is in need of making a budget adjustment in the 2024-2025 fiscal year to transfer and appropriate funds for necessary drainage improvement projects.

Fiscal Impact: These projects are funded from General Fund cash balances. Anticipated savings are adequate.

Attachments: Resolution 25-08 listing proposed budget adjustment for this fund. Supporting documentation is also attached.

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. _____

Continued To: _____

Ordinance No. _____

Referred To: _____

Contract No. _____

Denied _____

Approved _____

Other _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 25-08

A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE
2024-2025
FISCAL YEAR

WHEREAS, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2024-25; and

WHEREAS, said budget was developed on basis of increases in revenue, expenditure and transfer (in) out through cooperation with all user departments, elected officials and other department supervisors; and

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2024-25 fiscal year budget to include:

- A revenue/expense/transfer increase and appropriation of cash balance in from General Fund 101 to Miscellaneous Projects Fund 230 - To appropriate funds and transfer from General Fund savings to Miscellaneous Projects for required drainage projects.

WHEREAS, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2024-25; and,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned budget adjustment request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this day _____ of February 2025.

Mayor David G. Romero

ATTEST:

Casandra Fresquez, City Clerk

CITY OF LAS VEGAS
 RESOLUTION # 25-08
 BUDGET ADJUSTMENT REQUEST
 FISCAL YEAR 2025 as of February 12, 2025

RESOLUTION # 25-08	TYLER	DFA	DESCRIPTION	ASSET CASH	REVENUE/ TRANSFERS	EXPENDITURES
General Fund	101-0000-890-9720	101-11000-0001-61200	Transfer to 230 Misc. Projects from 101	\$ -	\$ -	\$ 200,000.00
General Fund	101-0000-100-1101	101-11000-0001-10101	Transfer to 230 Misc. Projects from 101	\$ (200,000.00)		\$ -
Misc. Projects	230-0000-100-1101	230-21800-0001-10101	Transfer from General Fund- Cash	\$ 200,000.00		\$ -
Misc. Projects	230-0000-890-9767	230-21800-0001-61100	Transfer from General Fund		\$ 200,000.00	
Misc. Projects	230-0000-650-8703	230-30400-5102-58040	Cinder Drainage Project		\$ -	\$ 100,000.00
Misc. Projects	230-0000-650-8704	230-30400-5102-58040	Grassy Storm Drain Project			\$ 100,000.00
TOTALS				\$ -	\$ 200,000.00	\$ 200,000.00