



# CITY OF LAS VEGAS

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

**ALFONSO E. ORTIZ, JR.**  
Mayor

**CITY OF LAS VEGAS  
WORK SESSION CITY COUNCIL AGENDA  
July 9, 2014–Wednesday– 5:30 p.m.  
City Council Chambers  
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **MAYOR'S APPOINTMENTS**
- VII. **MAYOR'S RECOGNITIONS/PROCLAMATIONS**
- VIII. **PUBLIC INPUT (not to exceed 3 minutes per person)**
- IX. **CITY MANAGER'S INFORMATIONAL REPORT**
- X. **DISCUSSION ITEMS**

1. Replacement Housing Factor Funds (RHFF) Budget.

*Pamela Marrujo, Housing Director* The City Housing Authority is developing budgets for RHFF grants obtained by HUD. Each budget (50075.1 Form) is an individual grant that will be obligated to pay for the 7 unit remodel approved in March along with other capital improvements.

2. Resolution 14-44 Declaring Uncollectable Accounts.

**TONITA GURULE-GIRON**  
Councilor, Ward 1

**VINCE HOWELL**  
Councilor, Ward 2

**JOSEPH "JOEY" HERRERA**  
Councilor, Ward 3

**DAVID L. ROMERO**  
Councilor, Ward 4

**Pamela Marrujo, Housing Director** The City Housing Authority is requesting to write off the uncollectable accounts receivable over one year old off the books (thru June 30, 2013). Outstanding amounts remain on a national database that all Federally Funded programs use so that if a tenant leaves a balance at Las Vegas Housing Authority, they must pay outstanding debt off before being accepted at another housing authority.

3. Professional Services Contract with Frank Padilla.

**Pamela Marrujo, Housing Director** The City Housing Authority is requesting to enter into contract with Mr. Padilla to address Phase II of the Housing Issues identified including Hope VI related issues. The contract will be paid from the General Fund.

4. Recommending approval for out of state travel for (3) three officers to attend a Defensive Tactics instructor course to become certified instructors in Arlington, TX, August 11-15, 2014.

**Christian Montano, Police Chief** The Las Vegas City Police Department respectfully requests permission to send 3 officers to Defensive Tactics training in Arlington, TX with funding provided through the 2014 Justice Assistance Grant.

5. Memorandum of Understanding between City of Las Vegas and San Miguel County and San Miguel County office of Emergency Management in support of the Communications Center upgrade.

**Christian Montano, Police Chief** City of Las Vegas Police Department was awarded a grant through Homeland Security in the amount of \$122,858.66. The City of Las Vegas approved a resolution to support the Communications Center upgrade in the amount of \$146,045.42. At this time the City of Las Vegas Police Department is requesting an MOU between San Miguel County and City of Las Vegas to transfer the amount of \$130,000.00 to San Miguel County to be used secondary and in conjunction of the Homeland Security Grant for the Communications Center upgrade. Any remaining funds will revert back to the City of Las Vegas.

6. Resolution 14-41 to enter into agreement with the State of New Mexico Office of the State Engineer for capital appropriations.

**Ken Garcia, Utilities Director** The City of Las Vegas was awarded 4 million dollars during the 2014 State Legislative Session. This grant funding is to plan, design, construct and expand the Bradner Dam.

7. Resolution 14-42 to enter into agreement with the State of New Mexico Office of the State Engineer for capital appropriations.

*Ken Garcia, Utilities Director* The City of Las Vegas was awarded 6 million dollars during the 2014 State Legislative session. The grant funding is to plan, design, construct and expand the Bradner Dam.

8. Resolution 14-43 assigning official representatives and signatory authority for the 4 million and 6 million dollar grant agreements with the New Mexico Office of the State Engineer.

*Ken Garcia, Utilities Director* This resolution is required by the funding agency to assign representatives and signatory authority for the grant agreements.

## **XI. EXECUTIVE SESSION**

**THE COUNCIL MAY CONVENE INTO EXECUTIVE SESSION IF SUBJECT MATTER OF ISSUES ARE EXEMPT FROM THE OPEN MEETINGS REQUIREMENT UNDER § (H) OF THE OPEN MEETINGS ACT.**

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

## **XII. ADJOURN**

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

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

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

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 6/23/14**

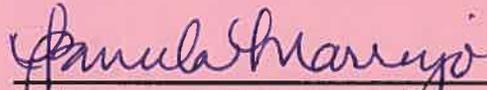
**DEPT: Housing**

**MEETING DATE: 7/9/14**

**DISCUSSION ITEM/TOPIC: Replacement Housing Factor Funds (RHFF) Budget**

**BACKGROUND/RATIONALE:** The City Housing Authority is developing budgets for RHFF grants obtained by HUD. Each budget (50075.1 Form) is an individual grant that will be obligated to pay for the 7 unit remodel approved in March along with other capital improvements.

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

  
**ALFONSO E. ORTIZ, JR.**  
**MAYOR**

  
**ELMER J. MARTINEZ**  
**ACTING CITY MANAGER**

\_\_\_\_\_  
**ANN MARIE GALLEGOS**  
**FINANCE DIRECTOR**

\_\_\_\_\_  
**PURCHASING AGENT**  
**(FOR BID AWARD ONLY)**

\_\_\_\_\_  
**DAVE ROMERO**  
**CITY ATTORNEY**

**Approved as to Legal Sufficiency Only**

**(If Box is Initialed by City Mngr., Review and Sign)**

Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development  
 Office of Public and Indian Housing  
 OMB No. 2577-0226  
 Expires 4/30/2011

**Part I: Summary**

PHA Name: City of Las Vegas Housing Authority	Grant Type and Number Capital Fund Program Grant No: NM02R00750108 Replacement Housing Factor Grant No: Date of CFP:	FFY of Grant: 2008 FFY of Grant Approval:
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Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: <input type="checkbox"/> Final Performance and Evaluation Report <input type="checkbox"/>		Total Actual Cost <sup>1</sup>	
			Original	Total Estimated Cost Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFP Funds					
2	1406 Operations (may not exceed 20% of line 21) <sup>3</sup>					
3	1408 Management Improvements					
4	1410 Administration (may not exceed 10% of line 21)					
5	1411 Audit					
6	1415 Liquidated Damages					
7	1430 Fees and Costs					
8	1440 Site Acquisition					
9	1450 Site Improvement					
10	1460 Dwelling Structures		142,463.00			
11	1465.1 Dwelling Equipment—Nonexpendable					
12	1470 Non-dwelling Structures					
13	1475 Non-dwelling Equipment					
14	1485 Demolition					
15	1492 Moving to Work Demonstration					
16	1495.1 Relocation Costs					
17	1499 Development Activities <sup>4</sup>					

<sup>1</sup> To be completed for the Performance and Evaluation Report.  
<sup>2</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>3</sup> PHAs with under 250 units in management may use 100% of CFP Grants for operations.  
<sup>4</sup> RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report  
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Annual Statement/Performance and Evaluation Report  
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and  
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U.S. Department of Housing and Urban Development  
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Part II: Supporting Pages		PHA Name: City of Las Vegas Housing Authority	Grant Type and Number Capital Fund Program Grant No: NM02R00750108 CFFP (Yes/No): Replacement Housing Factor Grant No:	Federal FFY of Grant: 2008		Total Estimated Cost		Total Actual Cost		Status of Work
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>			
HA WIDE	OPERATIONS	1406								
HA WIDE	MANAGEMENT IMPROVEMENTS	1408								
HA WIDE	AUDIT	1411								
HA WIDE	SITE IMPROVEMENTS	1450								
HA WIDE	• DWELLING STRUCTURES	1460								
	• 2406 Yucca		1	47,213.00						
	• 2409 Yucca		1	57,101.00						
	• 2417 Cholla (Partial)		1	38,149.00						
HA WIDE	DWELLING EQUIPMENT	1465								
HA WIDE	NON-DWELLING EQUIPMENT	1475								
<b>TOTAL</b>				<b>142,463.00</b>						

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**Part I: Summary**

PHA Name: City of Las Vegas Housing Authority	Grant Type and Number Capital Fund Program Grant No: NM02R00750109 Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: 2009 FFY of Grant Approval:
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Line	Type of Grant <input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Performance and Evaluation Report for Period Ending:	Reserve for Disasters/Emergencies <input type="checkbox"/>	Revised Annual Statement (revision no: Final Performance and Evaluation Report <input type="checkbox"/>	Total Estimated Cost		Total Actual Cost <sup>1</sup>	
				Original	Revised <sup>2</sup>	Obligated	Expended
1	Total non-CFFP Funds						
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6	1415 Liquidated Damages						
7	1430 Fees and Costs						
8	1440 Site Acquisition						
9	1450 Site Improvement						
10	1460 Dwelling Structures			126,819.00			
11	1465.1 Dwelling Equipment—Nonexpendable						
12	1470 Non-dwelling Structures						
13	1475 Non-dwelling Equipment						
14	1485 Demolition						
15	1492 Moving to Work Demonstration						
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Original Annual Statement       Reserve for Disasters/Emergencies  
 Performance and Evaluation Report for Period Ending: :       Revised Annual Statement (revision no:  
 Final Performance and Evaluation Report

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18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment				
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21	Amount of line 20 Related to LBP Activities				
22	Amount of line 20 Related to Section 504 Activities				
23	Amount of line 20 Related to Security - Soft Costs				
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<b>Signature of Executive Director</b>		<b>Date</b>	<b>Signature of Public Housing Director</b>		<b>Date</b>

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HA WIDE	MANAGEMENT IMPROVEMENTS	1408						
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HA WIDE	DWELLING STRUCTURES	1460						
	<ul style="list-style-type: none"> <li>• 2417 Cholla (Partial)</li> <li>• 2411 Yuca</li> <li>• 2416 Cholla</li> <li>• 2418 Cholla (Partial)</li> </ul>		1 1 1	4,948.00 44,810.00 58,711.00 18,350.00				
HA WIDE	DWELLING EQUIPMENT	1465						
HA WIDE	NON-DWELLING EQUIPMENT	1475						
<b>TOTAL</b>				<b>126,819.00</b>				

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Annual Statement/Performance and Evaluation Report  
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Type of Grant  Original Annual Statement  Reserve for Disasters/Emergencies  Revised Annual Statement (revision no: \_\_\_\_\_)  Final Performance and Evaluation Report

Performance and Evaluation Report for Period Ending: \_\_\_\_\_

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Signature of Executive Director		Date	Signature of Public Housing Director		Date

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HA WIDE	OPERATIONS	1406		Original	Revised <sup>1</sup>	Funds Obligated <sup>2</sup>	Funds Expended <sup>2</sup>		
HA WIDE	MANAGEMENT IMPROVEMENTS	1408							
HA WIDE	AUDIT	1411							
HA WIDE	SITE IMPROVEMENTS	1450							
HA WIDE	DWELLING STRUCTURES	1460							
	<ul style="list-style-type: none"> <li>• 2418 Cholla (Partial)</li> <li>• 305 Sandoval Street</li> <li>• Asbestos Removal</li> </ul>		1 1 7	18,350.00 71,196.00 35,304.00					
HA WIDE	DWELLING EQUIPMENT	1465							
HA WIDE	NON-DWELLING EQUIPMENT	1475							
<b>TOTAL</b>				<b>124,850.00</b>					

<sup>1</sup> To be completed for the Performance and Evaluation Report or a Revised Annual Statement.  
<sup>2</sup> To be completed for the Performance and Evaluation Report



**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 6/23/14**

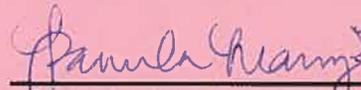
**DEPT: Housing**

**MEETING DATE: 7/9/14**

**DISCUSSION ITEM/TOPIC: Resolution 14-44 Declaring Uncollectable Accounts**

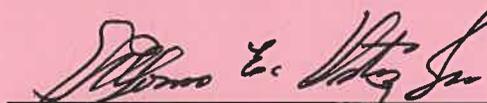
**BACKGROUND/RATIONALE:** The City Housing Authority is requesting to write off the uncollectable accounts receivable over one year old off of the books (thru June 30, 2013). Outstanding amounts remain on a national database that all Federally Funded programs use so that if a tenant leaves a balance at Las Vegas Housing Authority, they must pay outstanding debt off before being accepted at another housing authority.

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NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO  
THE CITY COUNCIL MEETING.**



\_\_\_\_\_  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**



\_\_\_\_\_  
**ALFONSO E. ORTIZ, JR.  
MAYOR**



\_\_\_\_\_  
**ELMER J. MARTINEZ  
ACTING CITY MANAGER**

\_\_\_\_\_  
**ANN MARIE GALLEGOS  
FINANCE DIRECTOR**

\_\_\_\_\_  
**PURCHASING AGENT  
(FOR BID AWARD ONLY)**

\_\_\_\_\_  
**DAVE ROMERO  
CITY ATTORNEY**

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

**CITY OF LAS VEGAS HOUSING AUTHORITY  
RESOLUTION NO. 14-44  
A Resolution Declaring Uncollectable Accounts**

**WHEREAS**, there exists a total of uncollectable accounts in the amount of \$3,997.05 within the City of Las Vegas Housing Authority through June 30, 2013; and

**WHEREAS**, the Housing Authority has made every reasonable attempt of collecting said accounts; the Housing Authority will keep a separate book of the doubtful accounts, which remain collectable to the City of Las Vegas Housing Authority by the tenant; and

**WHEREAS**, HUD Handbook HN G 7511.1, Chapter II, Section 1, Paragraph 12 (a) provides for the write off of collection losses, accounts of tenants who have moved from the Housing Authority after all means of collection have failed; and

**WHEREAS**, the Housing Authority Board of Commissioners has reviewed the following accounts from the City of Las Vegas Housing Authority and has determined the same are uncollectable; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Chairman of the Board and the Housing Board of Commissioners that the following accounts be; and they hereby are, determined to be uncollectable and shall be written off the accounts receivable of the Housing Authority.

PASSED, APPROVED AND ADOPTED on this \_\_\_\_\_ day of July, 2014

SIGNED:

\_\_\_\_\_  
Chairman Alfonso E. Ortiz, Jr.

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

**APPROVED AS TO LEGAL SUFFICIENCY ONLY**

\_\_\_\_\_  
Dave Romero, City Attorney

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 6/30/14**

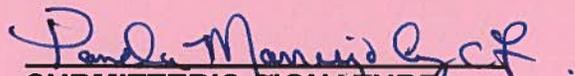
**DEPT: Housing**

**MEETING DATE: 7/16/14**

**DISCUSSION ITEM/TOPIC: Professional Services Contract with Frank Padilla.**

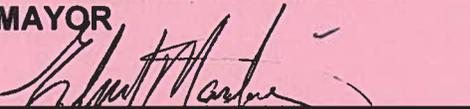
**BACKGROUND/RATIONALE: The City Housing Authority is requesting to enter into contract with Mr. Padilla to address Phase II of the Housing Issues identified including Hope VI related issues. This contract will be paid from the General Fund.**

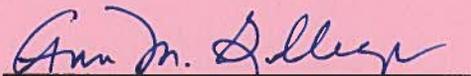
**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

  
**SUBMITTER'S SIGNATURE**

**REVIEWED AND APPROVED BY:**

  
**ALFONSO E. ORTIZ, JR.**  
**MAYOR**

  
**ELMER J. MARTINEZ**  
**ACTING CITY MANAGER**

  
**ANN MARIE GALLEGOS**  
**FINANCE DIRECTOR**

\_\_\_\_\_  
**PURCHASING AGENT**  
**(FOR BID AWARD ONLY)**

\_\_\_\_\_  
**DAVE ROMERO**  
**CITY ATTORNEY**

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

**CONSULTANT SERVICE AGREEMENT**  
**CITY OF LAS VEGAS**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the **City of Las Vegas, New Mexico**, a municipal corporation, hereinafter referred to as the “City”, and **Padilla Government Relations, LLC**, a New Mexico limited liability company, hereinafter referred to as the “CONSULTANT.” The City of Las Vegas is a Municipality in the State of New Mexico, as represented by the City Council. The Council’s authorized representative as to this Contract is City Manager or designee.

**TERM OF AGREEMENT:** The City shall contract with the Consultant for a period of nine (9) months, commencing \_\_\_\_\_ and ending on \_\_\_\_\_.

1. **SCOPE OF WORK:** See Exhibit “A” attached hereto.
2. **PAYMENT FOR SERVICES.** Consultant shall be paid a flat rate of Ten Thousand Dollars (\$10,000) plus gross receipts tax (GRT) , for the Work identified as the Scope of Service in Exhibit A hereto. At the commencement of the Work, Consultant may submit a written invoice requesting payment of a retainer consisting of \$5,000 plus GRT, to cover his expenses. This retainer shall be deducted from the flat rate indicated for the Scope of Service. Upon completion of the Work, Consultant shall submit an invoice to the City confirming that the work has been completed and then Consultant shall be paid the balance of the flat rate. The flat rate indicated herein includes the entire cost for all services, including, but not limited to, per diem, mileage costs, postage and any other expense of the Consultant, other than per diem and mileage for trips that are required out of the State of New Mexico, which expenses are NOT included in this flat rate sum. Per diem and mileage for all out of state trips must be approved in writing by Pamela Marrujo, prior to incurring the expense.

3. **GROSS RECEIPTS TAXES.** Consultant shall pay over to the State of New Mexico, all Gross Receipts Taxes collected pursuant to this Agreement under CRS # 03-284246-00-5, and shall include as the Location Code for Payment of the CRS-1 taxes, the City of Las Vegas, Location Code 12122.
4. **INVOICES.** Written invoices shall be submitted to the City within fourteen (14) days after services have been rendered as outlined herein and are due and payable within thirty (30) days after work completion is verified by the City.
5. **BENEFITS, TAXES:** The Consultant is an independent contractor and does not qualify for any City benefits; vacation, over time, sick leave, retirement, etc., and is responsible for and maintain his own professional tax liabilities and insurance.
6. **TERMINATION OF AGREEMENT:** Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate this Agreement at its discretion, with two (2) weeks written notice. Nothing in the Agreement shall prevent, limit or otherwise interfere with the right of the Consultant to terminate this Agreement, except that the Consultant shall give two (2) weeks written notice of such termination. In the case of early termination, Consultant shall be paid for work already performed under the terms of this Agreement.
7. **NOTICES.** All notices sent pursuant to this Agreement shall be addressed as follows:

Padilla Government Relations LLC:  
c/o Frank Padilla  
8424 Bella Vista Pl. NW  
Albuquerque, NM 87120

City:  
City of Las Vegas  
Attention: Ann Marie Gallegos, Finance Director  
1700 N. Grand Avenue  
Las Vegas, NM 87701

With a copy to:

Dave Romero, City Attorney

1700 N. Grand Avenue

Las Vegas, NM 87701

8. **PROFESSIONAL STANDARDS:** The Consultant agrees to abide by and perform his duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances.
9. **STATUS OF CONSULTANT:** The Consultant is a New Mexico limited liability company and shall maintain a business license within the City.
10. **CONFLICT OF INTEREST:** The Consultant 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.
11. **OATH OF CONFIDENTIALITY:** The Consultant agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.
12. **NO AUTHORITY TO BIND THE CITY:** The Consultant shall have no authority to enter into any contract binding upon the City, or to create any obligations on the part of the City, except such as those specifically authorized by the City Manager. Any work product produced as a result of this Agreement shall be the confidential property of the City. City shall retain all right, title, and ownership in and to all work product of the Consultant and any property rights pertaining thereto.
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. **SUBJECT TO OTHER DOCUMENTS:** This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City Charter, Resolutions, Ordinances and Administrative Regulations of the City of Las Vegas as they exist at the time this Agreement is signed or as they are amended. All of these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.
15. **SUBCONTRACTING:** The Consultant shall not subcontract any portion of the services to be performed under this Agreement, without the express written consent of the City Manager.
16. **PROFESSIONAL LIABILITY INSURANCE:** The Consultant must at all times hold Professional Liability Insurance.
17. **BINDING EFFECT:** This Agreement shall be binding and shall insure to the benefit of the successors and assigns of the City and to the heirs and personal representatives of the Consultant.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto; any prior agreement, whether written or oral, assertion or statement, understanding or other commitment antecedent to this Agreement shall not have any force or effect whatsoever, unless the same is mutually agreed to by the parties hereto and reduced to writing. No changes or amendments to this Agreement shall be effective, except those on written approval by both parties.
19. **SEVERABILITY.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal by a Court or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed

and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

20. **NO WAIVER.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**City of Las Vegas:**

**Padilla Government Relations, LLC**

\_\_\_\_\_  
Elmer J. Martinez  
Acting City Manager

By \_\_\_\_\_  
Frank Padilla, Member  
Consultant

Approved as to Legal Sufficiency Only:

\_\_\_\_\_  
Dave Romero City Attorney

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Resolution of HOPE VI Program**

- 1. Research and review all documentation provided by the LVHA with respect to HOPE VI Program. Develop a chronology of actions leading to the current position and posture of HUD with respect to LVHA HOPE VI Program. Research all actions taken by HUD subsequent to the demolition of HOPE VI units.**
- 2. Develop an analysis based on the research and documentation review of culpability of all parties involved (i.e. LVHA and HUD). Determine the extent of HUD involvement in all subsequent decisions made by the LVHA.**
- 3. Provide the City of Las Vegas a proposal and methodology for the development of all units required by the HOPE VI program.**
- 4. Identify financing mechanisms for development and construction of HOPE VI units.**
- 5. Attend any and all meetings regarding the above matter, and work on the presentation and negotiations between the LVHA and HUD.**
- 6. Work with the Executive Director on developing the capacity of LVHA to administer all HUD programs.**

**Provide guidance to the LVHA on HUD requirements to insure the viability and autonomy of the Housing Authority**

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 06/26/14**

**DEPT: POLICE**

**MEETING DATE: 07/09/14**

**DISCUSSION ITEM/TOPIC:** Recommending approval for out of state travel for 3 officers to attend a Defensive Tactics instructor course to become certified instructors in Arlington, TX , August 11 – 15, 2014.

**BACKGROUND/RATIONALE:** The Las Vegas City Police Department respectfully requests permission to send 3 officers to Defensive Tactics training in Arlington, TX with funding provided through the 2014 Justice Assistance Grant.

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**



\_\_\_\_\_  
**CHIEF CHRISTIAN MONTANO**

**REVIEWED AND APPROVED BY:**



\_\_\_\_\_  
**ALFONSO E. ORTIZ, JR.  
MAYOR**



\_\_\_\_\_  
**ELMER J. MARTINEZ  
ACTING CITY MANAGER**

\_\_\_\_\_  
**ANN MARIE GALLEGOS  
FINANCE DIRECTOR**

\_\_\_\_\_  
**PURCHASING AGENT  
(FOR BID AWARD ONLY)**

\_\_\_\_\_  
**DAVE ROMERO  
CITY ATTORNEY**

Approved as to Legal Sufficiency Only

**(If Box is Initialed by City Mngr., Review and Sign)**

Follow & Share:

Language:

## TRAINING PROGRAMS

### Gracie Curriculums

#### Military & Law Enforcement

- Program Options
- Instructor Certification
- Worst-Case Scenarios
- Our Clients
- Testimonials
- Hosting Benefits
- Course Dates & Pricing
- GST Videos
- FAQ's
- Points of Contact

#### Private Lessons

#### At-home Training

#### Instructor Certification Program

### JOIN THE FAMILY

Enter your E-mail address to join the Gracie Insider family! Get the Gracie Breakdowns, Gracie Diet Videos, seminar announcements, and contest notifications sent directly to your inbox - for free!

E-mail address

Sign Up

## UPCOMING COURSE DATES & PRICING

The Gracie Survival Tactics (GST) Military/Law Enforcement Instructor Certification Course is only open to Military or Law Enforcement professionals (reserve, guard, part-time duty acceptable). When you arrive for training, you will be required to show a government issued badge and/or photo ID to verify your status. On occasion, we make exceptions for select corrections officers, private security personnel, EMT's and firefighters to participate, but this must be arranged in advance. If you have questions about your eligibility, please contact GST Program Director, Charlie Fernandez, by sending an email to: [GST@gracieacademy.com](mailto:GST@gracieacademy.com) or calling (817) 692-8303

**Bonus Video: 40 Cops in 4 Hours with Renner Gracie!**

### LEVEL 1 GST INSTRUCTOR CERTIFICATION\*

#### Norfolk, VA

July 14-17, 2014

Full Certification (\$995): [Reserve Your Spot](#)

Recertification (\$795): [Reserve Your Spot](#)

#### Arlington, TX

August 11-15, 2014

Full Certification (~~\$995~~) \$945 (5% off if paid by 7/12/14): [Reserve Your Spot](#)

Recertification (~~\$795~~) \$755 (5% off if paid by 7/12/14): [Reserve Your Spot](#)

#### Fort Benning, GA

September 8-12, 2014

Full Certification (~~\$995~~) \$895 (10% off if paid by 07/10/14): [Reserve Your Spot](#)

Recertification (~~\$795~~) \$695 (10% off if paid by 07/10/14): [Reserve Your Spot](#)

#### Torrance, CA

September 22-26, 2014

Full Certification (~~\$995~~) \$895 (10% off if paid by 07/24/14): [Reserve Your Spot](#)

Recertification (~~\$795~~) \$695 (10% off if paid by 07/24/14): [Reserve Your Spot](#)

#### San Diego, CA

October 13-17, 2014

Full Certification (~~\$995~~) \$895 (10% off if paid by 08/14/14): [Reserve Your Spot](#)

Recertification (~~\$795~~) \$695 (10% off if paid by 08/14/14): [Reserve Your Spot](#)

\* The hands-on GST course tuition above includes free access to the entire course online on [Gracie University](#) (a \$395 value).

### LEVEL 2 GST INSTRUCTOR CERTIFICATION\*

#### Arlington, TX

November 3-7, 2014

Full Certification (~~\$995~~) \$895 (10% off if paid by 09/04/14): [Reserve Your Spot](#)

Recertification (~~\$795~~) \$695 (10% off if paid by 09/04/14): [Reserve Your Spot](#)

## HOW TO RESERVE A SPOT



To secure your spot, you must register and pay for the course using the links above. If you prefer to register by phone, please call and speak to a Gracie Academy Student Services Representative at (310) 353-4100 ext. 0 (Mon-Fri 9am-9pm PST and Sat 9am-2pm PST). If you want to secure a spot with a government purchase order or voucher, please contact GST Program Director, Charlie Fernandez, by sending an email to: [GST@gracieacademy.com](mailto:GST@gracieacademy.com) or calling (817) 692-8303

### MORE INFORMATION

For more information on GST, including program options (hands-on versus online), and the benefits of hosting a course at your organization, simply click on the additional links found on the upper left-hand side of this webpage.

### CONTACT & REGISTRATION

For National Security reasons, additional information requires our personal attention. Please contact GST Program Director Charlie Fernandez by sending an email to: [GST@gracieacademy.com](mailto:GST@gracieacademy.com) or calling (817) 692-8303



#### ONLINE LEARNING

From Gracie Combatives® to the Master Cycle™, access the entire Gracie Jiu-Jitsu® curriculum online and learn from home!



#### ONLINE BELT TESTING

Learn the techniques and upload your Belt Qualification Videos to qualify for official Gracie Jiu-Jitsu belt promotions from home.



#### FIND A TRAINING PARTNER

Need an training partner? Search the Gracie University student database for dedicated practitioners in your community.



#### ASK THE GRACIES

Having difficulty with a technique? Submit your questions and have them answered by Gracie Academy instructors.



2014 JAG Equipment  
Training

## BUDGET DETAIL WORKSHEET

**A. Personnel** - List each position by title and name of employee if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Identify matching contribution in parenthesis.

Name/Position	Computation	Cost
		\$ -
<b>Sub-Total</b>		<b>\$ -</b>

**B. Fringe Benefits** - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for those listed in the personnel budget category and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Type	Computation	Cost
		\$ -
		\$ -
<b>Sub-Total</b>		<b>\$ -</b>
<b>tal Personnel &amp; Fringe Bene</b>		<b>\$ -</b>

2014 JAG Equipment  
Training

**C. Travel** - Itemize travel expenses of project personnel by purpose (e.g., staff to training, field interviews, advisory group meeting, etc). Show the basis of the computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
Advanced Training in				\$ -
Defensive Tactics	Arlington, TX		Per Diem/Flight X 3	\$ 4,925.00
				\$ -
				\$ -
				\$ -
				\$ -
<b>Total</b>				\$ 4,925.00

**D Equipment** – List non-expendable items that are to be purchased. Non-expendable equipment is tangible property having a useful life of more than two years and an acquisition cost of \$5,000 or more per unit. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000). Expendable items should be included either in the "supplies" category or in the "Other" category. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation	Cost
		\$ -
		\$ -
		\$ -
<b>Total</b>		\$ -

2014 JAG Equipment  
Training

**E. Supplies** – List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project. **All supplies purchased with JAG Grant funds will be utilized to purchase equipment in conjunction with the program description.**

Supply Item	Computation	Cost
Panasonic Toughbook Laptops	\$617.98 per computer x 10 units + shipping	\$ 6,332.00
		\$ -
		\$ -
		\$ -
		\$ -
<b>Total</b>		<b>\$ 6,332.00</b>

**F. Construction** - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

Purpose	Description of Work	Cost
		\$ -
<b>Total</b>		<b>\$ -</b>

**G. Consultants/Contracts** - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed. **Consultant Fees:** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8 hour day), and estimated time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

Name of Consultant	Service Provided /Computation	Cost
		\$ -
<b>Sub-Total</b>		<b>\$ -</b>

2014 JAG Equipment  
Training

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e. travel, meals, lodging, etc.)

Item	Location/Computation	Cost
		\$ -
<b>Sub-Total</b>		<b>\$ -</b>

**Contracts:** Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

Item	Location/Computation	Cost
		\$ -
<b>Sub-Total</b>		<b>\$ -</b>
<b>TOTAL</b>		

**H. Other Costs** - List items (e.g. rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

Description	Computation	Cost
Defensive Tactic Training Registration Costs	\$1025 x 3 officers	\$ 3,075.00
<b>Total</b>		<b>\$ 3,075.00</b>

**I. Indirect Costs** - Indirect costs are allowed only if the applicant has a Federal approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct costs categories.

		\$ -
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## BUDGET SUMMARY

Budget Category	Amount
A. Personnel	\$ -
B. Fringe Benefits	\$ -
C. Travel	\$ 4,925.00
D. Equipment	\$ -
E. Supplies	\$ -
E. Supplies	\$ 6,332.00
F. Construction	\$ -
G. Consultants/Contracts	\$ -
H. Other	\$ 3,075.00
Total Direct Costs	\$ -
I. Indirect Costs	\$ -

<b>Total Project Cost</b>	<b>\$ 14,332.00</b>
---------------------------	---------------------

Federal Request	\$ 14,332.00
Non Federal Amount	\$ -

**Work Session**

**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE:** 6/26/2014

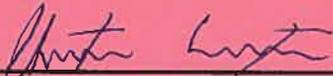
**DEPT:** Police

**MEETING DATE:** July 9, 2014

**DISCUSSION ITEM/TOPIC:** Memorandum of Understanding between City of Las Vegas and San Miguel County and San Miguel County office of Emergency Management in support of the Communications Center upgrade

**BACKGROUND/RATIONALE:** *City of Las Vegas Police Department was awarded a grant through Homeland Security in the amount of 122,858.66. The City of Las Vegas approved on February 10<sup>th</sup>, 2014 a resolution to support the Communications Center upgrade in the amount of 146,045.42. At this time the City of Las Vegas Police Department is requesting a MOU between San Miguel County and City of Las Vegas to transfer the amount of 130,000.00 to San Miguel County to be used secondary and in conjunction of the Homeland Security Grant for the Communications Center upgrade. Any remaining funds will then be reverted back to the City of Las Vegas.*

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

  
\_\_\_\_\_  
**Christian Montaña**  
Chief of Police

**REVIEWED AND APPROVED BY:**

\_\_\_\_\_  
**ALFONSO E. ORTIZ, JR.**  
MAYOR

\_\_\_\_\_  
**Ann Marie Gallegos**  
FINANCE DIRECTOR

\_\_\_\_\_  
**ELMER J. MARTINEZ**  
ACTING CITY MANAGER

\_\_\_\_\_  
**PURCHASING AGENT**  
**(FOR BID AWARD ONLY)**

\_\_\_\_\_  
**DAVE ROMERO**  
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is initialed by City Mngr., Review and Sign)

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE LAS VEGAS/SANMIGUEL COUNTY OFFICE OF EMERGENCY MANAGEMENT  
AND  
THE CITY OF LAS VEGAS

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Las Vegas San Miguel County Office of Emergency Management and the City of Las Vegas

SUBJECT: In October the Las Vegas Police Department applied for a grant through Homeland Security and was awarded \$ 122,858 .66 for upgrading the communication center The communication center operates on a 24/hour service and is a key critical infrastructure in the law enforcement profession in order to maintain safety and improve the quality of life for the City of Las Vegas by providing first responder emergency service refer to resolution

1. Purpose: This MOU has been created to meet the needs and standards of the City of Las Vegas and its procurement process.
2. Terms of Agreement:

City of Las Vegas:

- A. City of Las Vegas may ask the San Miguel County / City of Las Vegas Office of Emergency Management/County's Financial Officer to assign a special project number to track all City-related expenses.
- B. City of Las Vegas will transfer \$130,000.00 to the San Miguel County Finance Department which will be used solely for the Las Vegas Police Departments Communication Center upgrade. These funds will be used secondary to the 2013 SHSGP Grant. The funds will be used in conjunction to the 2013 SHSGP Grant awarded to the Las Vegas Police Department for the communication upgrade.
- C. Any funds contributed by the City of Las Vegas that may not have been expended shall be reverted back to the City of Las Vegas General fund.
- D. The Las Vegas Police Departments designated Project Manager will follow all requirements set forth by the San Miguel County finance Department, The Department of Homeland Security and Emergency Management and also the San Miguel/City of Las Vegas Office of Emergency Management.

Las Vegas/San Miguel Office of Emergency Management:

- A. The San Miguel County Finance Division and the Office of Emergency Management will manage and oversee the financial aspects of the 2013 State Homeland Security Grant Application (SHSGP) The CITY/San Miguel County Finance Division will work closely with San Miguel County / City of Las Vegas Office of Emergency Management and the New Mexico Department of Homeland Security & Emergency Management to ensure procurement laws are followed
  - B. Any funds contributed by the City of Las Vegas that may not have been expended shall be reverted back to the City of Las Vegas General fund.
  - C. Any and all assets that qualify for a fixed asset shall be documented and tagged in accordance with the San Miguel County policies and by the San Miguel County or the local Office of Emergency Management.
  - D. San Miguel County will be responsible for providing to the City Finance Department Copies of invoices and fixed asset sheets to include all back up documentation of purchases.
4. Termination of Agreement:  
This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to intended date of termination.
5. Liability:  
Each party shall be solely responsible for sanctions occasioned as a result of its own violation, or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions in accordance with this agreement.
6. Period of Agreement:  
This agreement shall become effective on \_\_\_\_\_ or as soon thereafter as approved by respective Agencies and shall remain in effect indefinitely unless terminated pursuant to paragraph 4. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective Agency before becoming effective.



**CITY COUNCIL MEETING AGENDA REQUEST**

**DATE: 2/03/2014**

**DEPT: Police**

**MEETING DATE: 02/25/2014**

**ITEM/TOPIC: Approval/Disapproval Resolution No. 14-03 Recommending Support to Upgrade Communication Center.**

**ACTION REQUESTED OF COUNCIL: Approval/Disapproval Resolution No. 14-03 Recommending Support to Upgrade Communication Center.**

**BACKGROUND/RATIONALE: (Provided with Work Session Packet)**

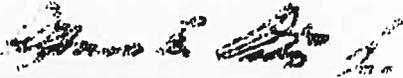
**STAFF RECOMMENDATION:** The Las Vegas Police Department is requesting approval for resolution No. 14-03 Recommending Support to Upgrade Communication Center.

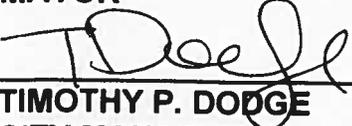
**COMMITTEE RECOMMENDATION:** No Committee recommendation

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

  
\_\_\_\_\_  
**Kenneth C. Jenkins**  
Commander of Communications

**REVIEWED AND APPROVED BY:**

  
\_\_\_\_\_  
**ALFONSO E. ORTIZ, JR.**  
MAYOR

  
\_\_\_\_\_  
**TIMOTHY P. DODGE**  
CITY MANAGER

\_\_\_\_\_  
**PAMELA MARRUJO**  
FINANCE DIRECTOR

RECEIVED  
FEB 28 2014  
BY: Rue

\_\_\_\_\_  
**PURCHASING AGENT**  
**(FOR BID AWARD ONLY)**

\_\_\_\_\_  
**DAVE ROMERO**  
CITY ATTORNEY

Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

Approved on behalf of the City

Att. annex to Paehene

**CITY OF LAS VEGAS**  
**RESOLUTION RECOMMENDING SUPPORT TO UPGRADE**  
**COMMUNICATIONS CENTER**

**RESOLUTION NO. 14-03**

**WHEREAS**, The Las Vegas Police Department is designated as the Primary Service Answering Point and responsible for all incoming 911 calls and non emergency calls and is responsible for coordinating the communication for the events and incidents that occur within the jurisdiction;

**WHEREAS**, The communication center operates on a 24/hour service and is a key critical infrastructure in the law enforcement profession in order to maintain safety and improve the quality of life for the City of Las Vegas by providing first responder emergency service;

**WHEREAS**, The communication center completes numerous essential functions in support of personnel such as dispatching and monitoring primary and backup officers, investigators, medical, fire as well as other law enforcement agencies which is critical for officer/first responder safety;

**WHEREAS**, The lack of a Communications Center Upgrade will pose a serious safety risk to our emergency responders and community.

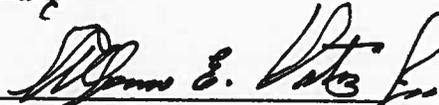
**WHEREAS**, The Las Vegas Police Department Communication Center is obsolete and needs to be replaced;

**WHEREAS**, The Communication Center total project amount is \$268,904.08

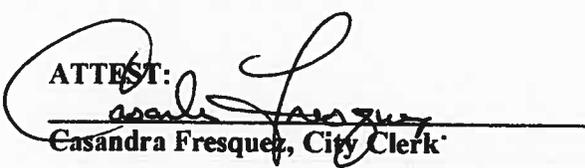
**WHEREAS**, In October the Las Vegas Police Department applied for a grant through Homeland Security and was awarded \$122,858 .66 for upgrading the communication center;

**WHEREAS**, The Las Vegas Police Department is requesting support to help our Communication Center achieve its goal, ultimately better safe guarding our community.

**NOW, THEREFORE**, The Governing Body of the City of Las Vegas passes this resolution with the intent to commit \$146,045.42 for the Communications Center Upgrade. PASSED, APPROVED AND ADOPTED this 25 day of February, 2014.

  
Alfonso E. Ortiz Jr. Mayor

ATTEST:

  
Casandra Fresquez, City Clerk

**REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:**

  
Dave Romero, City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/26/14

DEPT: Utilities Dept.

MEETING DATE: 07/9/14

**DISCUSSION ITEM/TOPIC:** Resolution No. 14-41 to enter into agreement with the State of New Mexico Office of the State Engineer for capital appropriations.

**BACKGROUND/RATIONALE:** The City of Las Vegas was awarded 4 million dollars during the 2014 State Legislative session. This grant funding is to plan, design, construct and expand the Bradner Dam.

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

  
\_\_\_\_\_  
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



\_\_\_\_\_  
ALFONSO E. ORTIZ, JR.  
MAYOR



\_\_\_\_\_  
ELMER MARTINEZ  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

**CITY OF LAS VEGAS  
RESOLUTION NO. 14-41**

**A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, ENTERING INTO AGREEMENT WITH THE NEW MEXICO OFFICE OF THE STATE ENGINEER FOR FUNDING ASSISTANCE FOR THE BRADNER DAM PROJECT.**

**WHEREAS**, the City of Las Vegas has applied for grant funding in the amount of \$4,000,000 for the purpose of planning, designing, constructing and expanding the Bradner Dam to assist in meeting the City of Las Vegas' water demand; and

**WHEREAS**, the City of Las Vegas was awarded \$4,000,000 in grant funding through capital appropriations during the 2014 Legislative Session to assist in completing this project; and

**WHEREAS**, the City must enter into agreement with the New Mexico Office of the State Engineer to receive the grant funding; and

**WHEREAS**, it is in the public interest to give complete and full public notice of the support;

**NOW THEREFORE**, be it resolved that the governing body of the City of Las Vegas does hereby authorize entering into agreement with the New Mexico Office of the State Engineer in the amount of \$4,000,000 for the purpose of completing the Bradner Dam project.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor Alfonso E. Ortiz, Jr.

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Dave Romero Jr., City Attorney



## UTILITIES DEPARTMENT SUMMARY SHEET

**PROJECT NAME:** Bradner Reservoir Expansion Funding      **PROJECT NUMBER:** UT-WS-2013-4

**DESCRIPTION:** The City of Las Vegas is seeking funding support for the Bradner Reservoir enlargement and the Raw Water Conveyance Projects. At this time, 90% of the City's water comes from raw water off of the Gallinas River. Due to extreme drought conditions, it is necessary to be able to store as much raw water as possible, because in the event of a catastrophic wildfire, almost the entire water supply could be contaminated and deemed unusable. Therefore, increasing raw water storage by increasing capacity at the Bradner Reservoir is of utmost importance to the overall functioning of the entire water system

**ACTION TIMELINE:** Requesting Approval/Disapproval to enter into agreement with the New Mexico Office of the State Engineer for funding assistance in the amounts of \$4M and \$6M.

<b>Funding Agency</b>	<b>DESCRIPTION</b>	<b>Amount</b>	<b>Status</b>
<i>SRF</i>	Planning and Design for Raw Water Conveyance	\$1,200,000	Awarded
<i>2013 Legislature</i>	Grant for Planning and Design of Bradner Enlargement	\$1,800,000	Awarded
<i>2014 Legislature</i>	Grant for Planning, Design and Construction of Bradner Enlargement	\$6,000,000 \$4,000,000	Committed
<i>Water Trust Board</i>	Grant/Loan (90/10) for Planning, Design and Construction of Bradner Enlargement	\$4,000,000	Committed
<i>SRF</i>	Grant/Loan for Construction of Bradner Enlargement and Raw Water Conveyance	\$20,000,000	Application in Review

<b>Action</b>	<b>DESCRIPTION</b>	<b>DATE</b>
<b>Staff Recommendation</b>	Approval to enter into agreement with the New Mexico Office of the State Engineer for funding assistance in the amounts of \$4M and \$6M.	6/26/14
<b>Committee Recommendation</b>	Item discussed at Utility Advisory Committee- recommendation for approval will be provided at the council meeting	7/8/14
<b>Council Approval</b>	Item taken to City Council Workshop for discussion Item taken to City Council for approval	7/9/14 7/16/14

**STATE OF NEW MEXICO  
OFFICE OF THE STATE ENGINEER  
FUND 14-2158 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this xx<sup>th</sup> day of August, 2014, by and between the Office of the State Engineer 130 South Capitol, P.O. Box 25102, Santa Fe, New Mexico, 87504, hereinafter called the “Department” or abbreviation such as “OSE”, and the City of Las Vegas, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2014, Chapter 66, 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.

**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:

14-2158      \$4,000,000      APPROPRIATION REVERSION DATE: 30-JUN-2018  
Laws of 2014, Chapter 66, Section 38, appropriation from the Attorney General Settlement Fund four million dollars (\$4,000,000) to plan, design construct and expand Bradner Dam in San Miguel County.

The Grantee’s total reimbursements shall not exceed the appropriation amount four million dollars (\$4,000,000) (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)<sup>1</sup>, if applicable, [NOT APPLICABLE TO THIS PROJECT], which equals [N/A] (the “Adjusted Appropriation Amount”).

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

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<sup>1</sup> 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.

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". A more detailed scope of work (project description) is called for in Attachment A to this Agreement. As used in this Agreement, "Project Description" means the detailed information called for in Attachment A and the information set forth in Article I.A above. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If 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 Reimburse<sup>2</sup> 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 Grantee's legal procurement 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 ;

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<sup>2</sup> "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.

(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 of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico 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 submittal 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 as follows:

- 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 expenditures.
- c. The Department may, in its 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 3.
- d. The date the Department sends, by mail or email, 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 begin work.

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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Las Vegas  
Name: Elmer J. Martinez  
Title: City Manager  
Address: 1700 North Grand Ave., Las Vegas NM 87701  
Email: emartinez@ci.las-vegas.nm.us  
kgarcia@ci.las-vegas.nm.us  
Telephone: 505-426-3256  
505-426-3314  
Fax: 505-454-0596  
505-454-1632

Department: Office of the State Engineer  
Name: Charles Thompson  
Title: Dam Safety Bureau Chief  
Address: P.O. Box 25102, Santa Fe, NM 87504-5102  
Email: charles.thompson@state.nm.us  
Telephone: (505) 383-4134  
FAX: (505) 383-4030

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION**

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 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, 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 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, 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

### **C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. 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 on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

### **D. 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. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

#### **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment and Status Report, in the forms attached hereto as Exhibits 2 and 2A. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 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.

#### **B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Ten (10) days after the end of a month in which an expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II 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, as defined in Article I.A, 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. 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 Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if 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 so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the

Project Description without the Department's express, advance, written approval.

- (v)
  - (vi) 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 it 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 Conflict of Interest and 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 his/her 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 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 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 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 DFA 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 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 [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination. The [Grantee's name]'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 [Grantee's name] or the Office of the State Engineer or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the Department"

#### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a 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 OSE Grant Agreement. Should the OSE early terminate the grant agreement, the [Grantee's name] may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the [Grantee's name] 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[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

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**OFFICE OF THE STATE ENGINEER**

\_\_\_\_\_  
By: Scott A. Verhines, P.E.

State Engineer

\_\_\_\_\_  
Date

**ATTACHMENT A  
TO  
OFFICE OF THE STATE ENGINEER  
CAPITAL APPROPRIATION PROJECT AGREEMENT**

**ARTICLE 1 REVIEW**

Upon execution of the agreement, the Grantee shall follow the procedures listed below unless waived in writing by the New Mexico Office of the State Engineer (OSE). As used in this Attachment, "OSE" means the New Mexico Office of the State Engineer, Dam Safety Bureau or its designated agent.

The OSE may withhold payment if any of these procedures are not followed by the Grantee.

- A. The Grantee must submit a detailed project description (scope of work) to OSE prior to committing to expenditures from these funds. The project description shall include a schedule of the work to be completed in Gantt chart or Critical Path Method (CPM) format.
- B. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must comply with all applicable requirements of NMAC Title 19 Chapter 25 Part 12 – Rules and Regulations Governing Dam Design, Construction, and Dam Safety.
- C. The Grantee must submit copies to OSE of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- D. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to OSE for review and approval **prior to** selecting engineering and/or other professional services. The Grantee shall issue and conduct an RFP for engineering services and/or other professional services in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If the engineering fees will exceed \$50,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail [ptab@acecnm.org](mailto:ptab@acecnm.org).)
- E. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to OSE for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on its website at [www.nmenv.state.nm.us/cpb/cpbtop.html](http://www.nmenv.state.nm.us/cpb/cpbtop.html).

- F. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required by the OSE. If the OSE requires a PER or study, the Grantee and its consultant shall meet with OSE before starting any work for a “scoping” meeting to fully discuss the scope and extent of the PER. The consultant shall present its preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to OSE for review and approval **before** preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. If directed by the OSE, the Grantee shall follow RUS Bulletin 1780-2 for water or 1780-3 for wastewater in preparation of the PER or study. Grantee shall not start the preparation of plans and specifications until Grantee receives OSE approval of the PER, study, or waiver of the report requirement.
- G. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to OSE for review and approval **before** the project is advertised for construction bids.
- H. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to OSE for review **prior to** advertising for construction bids. The Grantee must certify in writing that this has been done **prior to** award of the construction contract. A **site certificate** addressing the property upon or through which the facility is being constructed, and prepared by the Grantee's attorney or abstractor, is required **prior to** the award of a construction contract. When real property or easements will be acquired by the Grantee, either through purchase or donation, as a part of this project and within the project period, the Grantee shall submit to the OSE documentation of the acquisition, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a **qualified** appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by OSE **prior to** the acquisition of any real property. After real property acquisition, the Grantee shall make available to OSE all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement as described above.
- I. The Grantee shall submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to OSE for review and approval **prior to** awarding the contract. Grantee shall not award the contract until OSE has concurred with the award in writing. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), shall be used for awarding construction contracts. Contracts shall be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.

- J. Following OSE approval of the proposed award, the Grantee shall submit to OSE for review the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor shall be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- K. The selected contractor shall be required to submit a critical path method (CPM) construction schedule to the Grantee at the pre-construction conference with a copy to OSE.
- L. The Grantee shall submit all modifications to plans and contract by change orders to the OSE promptly for review and approval **prior to** implementation of such modification or change. The decision by OSE will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by OSE and followed by a written confirmation to the Grantee.
- M. The Grantee shall provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to OSE for review and approval.
- N. Notwithstanding the inspections performed by the Grantee and its engineer, OSE will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans, but will be in the nature of general OSE review as described in Article 2 below.
- O. If applicable, the Grantee (or the system owner) shall employ qualified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- P. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee shall provide assurance to OSE that the existing population will connect to the collection system or distribution system within reasonable time after project completion. Grantee shall provide this assurance by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

## **ARTICLE 2 OSE OVERSIGHT**

OSE site visit, review, and approval are only for purposes of compliance with applicable grant requirements, procedures, and regulations. Any OSE approval shall not be interpreted or construed as any warranty or guarantee. Approval of plans and design of the project means only that plans are complete and in compliance with applicable grant requirements, procedures, and regulations. OSE will bring to the Grantee's attention any obvious defects in the project's design, materials, or workmanship, but all such defects

and their correction shall be the responsibility of the Grantee and its contractors and consultants. Any questions raised by OSE during its site visits and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants shall remain responsible for the completion and success of the project. Any OSE approval shall not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

### **ARTICLE 3   CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and OSE.
- B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by OSE of the PER, study, or plans and specifications. Payments shall not constitute approval of any of these documents.
- C. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by OSE of receipt of equipment title and appraisal reports for used equipment.
- D. If the grant funds are to be used for construction, final payment will be made after the final site visit has been conducted by OSE and the following items, unless waived by OSE, have been provided to OSE in writing, and have been reviewed and approved by OSE:
  - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
  - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
  - iii. A certificate of substantial completion issued by the project's engineer of record, including punch list items;
  - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds have been "called", an acceptance close-out settlement to the Grantee and contractor shall be submitted to OSE for final review and approval;
  - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;

- vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
- vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; together with an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;
- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets, including all payments made by the Grantee, may be requested with the final reimbursement request and before the final reimbursement request can be processed by OSE.

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1**

**PERIODIC REPORT**       **FINAL REPORT**

**Grantee:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_      **Reporting Period:** \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

***A. Third Party Obligations***

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Termination Date: \_\_\_\_\_

***B. Project Phase***

Bonds Sold  Plan/Design  Bid Documents  Construction   
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

**PERIODIC REPORT**

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

**FINAL REPORT**

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 2**

<b>I. Grantee Information</b>		<b>II. Payment Computation</b>	
(Make sure information is complete & accurate)		A. Grant Amount:	
A. Grantee:		B. AIPP Amount (If Applicable)	
B. Address:		C. Funds Requested to Date:	
<small>Complete Mailing, including Suite, if applicable</small>		D. Amount Requested this Payment:	
City	State	Zip	E. Grant Balance: <span style="float: right;">\$0.00</span>
C. Phone No:		F. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if 1st draw)	
D. Grant No:		G. Payment Request No.	
E. Project Title:			
F. Grant Expiration Date:			
<b>III. Fiscal Year Expenditure Period Ending:</b>		(Jan-Jun) <input type="checkbox"/>	Fiscal
(check one)		(Jul-Dec) <input type="checkbox"/>	Year
<b>IV. Certification:</b> 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.			
<b>Grantee Fiscal Officer</b>		<b>Grantee Representative</b>	
Printed Name		Printed Name	
Date:		Date:	
SWORN TO AND SUBSCRIBED		SWORN TO AND SUBSCRIBED	
before me on this _____ day		before me on this _____ day	
of _____, 20____		of _____, 20____	
Notary Public _____		Notary Public _____	
My Commission expires _____		My Commission expires _____	
<b>(Department Use Only)</b>			
Vendor Code:		Fund No.:	
Loc No.:			
Division Fiscal Officer		Division Project Manager	
Date		Date	
I certify that the Grantee financial and vendor file information agree with the above submitted information		I certify that the Grantee records and related appropriation laws agree with the above submitted information.	

**EXHIBIT 2A**  
**ENGINEER'S CONSTRUCTION STATUS REPORT\***  
 PREPARED FOR THE  
**OFFICE OF THE STATE ENGINEER**  
 DAM SAFETY BUREAU

*\* To be Submitted With Disbursement Request Form*

Project Name:	OSE Project Number:
Interim Project Report <input type="checkbox"/> Final <input type="checkbox"/> Other <input type="checkbox"/> _____ Report Period: From ____ / ____ / ____ To ____ / ____ / ____	
Field Orders Issued or Contemplated This Period: No. _____  No. _____  No. _____	
Change Orders Issued or Contemplated This Period: No. _____ Net Change in Contract Price \$ _____ Justification:	
Original Contract Price: \$ _____ Current Contract Price: \$ _____	
CONTRACT TIME: Original Completion Date or Days _____ Current Completion Date or Days _____ Days Remaining for Completion _____	
Percent Project is Complete _____ % On Schedule? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Briefly Describe Project Progress During This Period:          	
Issues Addressed During This Period (Indicate Any Issues That Remain Unresolved):          	
Engineer's Attestation:	Owner Concurrence:

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 3**

**DATE:**

**TO:** Grantee Representative: Timothy P. Dodge, City Manager

**FROM:** Department Representative: Charles N. Thompson, PE

**SUBJECT:** Notice of Obligation to Reimburse Grantee

**Project Number: 14-2158  
OSE Number D-19**

As the designated representative of the Department for Grant Agreement number 14-1587 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:

Third Party Obligation (includes purchase orders and contract) #: 2716-13  
Vendor or Contractor: URS Corporation

Third Party Obligation Amount: \$4,000,000.00  
Termination Date: Unspecified

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 adjusted for AIPP if applicable: \$4,000,000.00

The Amount of this Notice of Obligation to Reimburse: \$4,000,000.00

The Total Amount of all Previously Issued Notices of Obligation: \$1,800,000.00

The Total Amount of all Notices of Obligation to Reimburse as of this Date: \$4,000,000.00

Department Representative: Charles N. Thompson, PE

Title: Chief, Dam Safety Bureau

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/26/14

DEPT: Utilities Dept.

MEETING DATE: 07/9/14

**DISCUSSION ITEM/TOPIC:** Resolution No. 14-42 to enter into agreement with the State of New Mexico Office of the State Engineer for capital appropriations.

**BACKGROUND/RATIONALE:** The City of Las Vegas was awarded 6 million dollars during the 2014 State Legislative session. The grant funding is to plan, design, construct and expand the Bradner Dam.

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

  
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
ELMER MARTINEZ  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY  
Approved as to Legal Sufficiency Only

(If Box is Initialed by City Mngr., Review and Sign)

**CITY OF LAS VEGAS  
RESOLUTION NO. 14-42**

**A RESOLUTION OF THE CITY OF LAS VEGAS, NEW MEXICO, ENTERING INTO AGREEMENT WITH THE NEW MEXICO OFFICE OF THE STATE ENGINEER FOR FUNDING ASSISTANCE FOR THE BRADNER DAM PROJECT.**

**WHEREAS**, the City of Las Vegas has applied for grant funding in the amount of \$6,000,000 for the purpose of planning, designing, constructing and expanding the Bradner Dam to assist in meeting the City of Las Vegas' water demand; and

**WHEREAS**, the City of Las Vegas was awarded \$6,000,000 in grant funding through capital appropriations during the 2014 Legislative Session to assist in completing this project; and

**WHEREAS**, the City must enter into agreement with the New Mexico Office of the State Engineer to receive the grant funding; and

**WHEREAS**, it is in the public interest to give complete and full public notice of the support;

**NOW THEREFORE, be it resolved that the governing body of the City of Las Vegas** does hereby authorize entering into agreement with the New Mexico Office of the State Engineer in the amount of \$6,000,000 for the purpose of completing the Bradner Dam project.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor Alfonso E. Ortiz, Jr.

ATTEST:

\_\_\_\_\_  
Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY:

\_\_\_\_\_  
Dave Romero Jr., City Attorney



## UTILITIES DEPARTMENT SUMMARY SHEET

**PROJECT NAME:** Bradner Reservoir Expansion Funding      **PROJECT NUMBER:** UT-WS-2013-4

**DESCRIPTION:** The City of Las Vegas is seeking funding support for the Bradner Reservoir enlargement and the Raw Water Conveyance Projects. At this time, 90% of the City's water comes from raw water off of the Gallinas River. Due to extreme drought conditions, it is necessary to be able to store as much raw water as possible, because in the event of a catastrophic wildfire, almost the entire water supply could be contaminated and deemed unusable. Therefore, increasing raw water storage by increasing capacity at the Bradner Reservoir is of utmost importance to the overall functioning of the entire water system

**ACTION TIMELINE:** Requesting Approval/Disapproval to enter into agreement with the New Mexico Office of the State Engineer for funding assistance in the amounts of \$4M and \$6M.

<b>Funding Agency</b>	<b>DESCRIPTION</b>	<b>Amount</b>	<b>Status</b>
<i>SRF</i>	Planning and Design for Raw Water Conveyance	\$1,200,000	Awarded
<i>2013 Legislature</i>	Grant for Planning and Design of Bradner Enlargement	\$1,800,000	Awarded
<i>2014 Legislature</i>	Grant for Planning, Design and Construction of Bradner Enlargement	\$6,000,000 \$4,000,000	Committed
<i>Water Trust Board</i>	Grant/Loan (90/10) for Planning, Design and Construction of Bradner Enlargement	\$4,000,000	Committed
<i>SRF</i>	Grant/Loan for Construction of Bradner Enlargement and Raw Water Conveyance	\$20,000,000	Application in Review

<b>Action</b>	<b>DESCRIPTION</b>	<b>DATE</b>
<b>Staff Recommendation</b>	Approval to enter into agreement with the New Mexico Office of the State Engineer for funding assistance in the amounts of \$4M and \$6M.	6/26/14
<b>Committee Recommendation</b>	Item discussed at Utility Advisory Committee- recommendation for approval will be provided at the council meeting	7/8/14
<b>Council Approval</b>	Item taken to City Council Workshop for discussion Item taken to City Council for approval	7/9/14 7/16/14

**STATE OF NEW MEXICO  
OFFICE OF THE STATE ENGINEER  
FUND 14-1587 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this xx<sup>th</sup> day of August, 2014, by and between the Office of the State Engineer 130 South Capitol, P.O. Box 25102, Santa Fe, New Mexico, 87504, hereinafter called the "Department" or abbreviation such as "OSE", and the City of Las Vegas, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

**WHEREAS**, in the Laws of 2014, Chapter 66, 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.

**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:

14-1587      \$6,000,000      APPROPRIATION REVERSION DATE: 30-JUN-2018  
Laws of 2014, Chapter 66, Section 15, Paragraph 3, six million dollars (\$6,000,000) to plan, design construct and expand Bradner Dam in San Miguel County.

The Grantee's total reimbursements shall not exceed the appropriation amount six million dollars (\$6,000,000) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, [NOT APPLICABLE TO THIS PROJECT], which equals [N/A] (the "Adjusted Appropriation Amount").

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

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<sup>1</sup> 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.

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". A more detailed scope of work (project description) is called for in Attachment A to this Agreement. As used in this Agreement, "Project Description" means the detailed information called for in Attachment A and the information set forth in Article I.A above. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If 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 Reimburse<sup>2</sup> 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 Grantee's legal procurement 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 ;

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<sup>2</sup> "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.

(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 of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico 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 submittal 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 as follows:

- 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 expenditures.
- c. The Department may, in its 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 3.
- d. The date the Department sends, by mail or email, 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 begin work.

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 and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: City of Las Vegas  
Name: Elmer J. Martinez  
Title: City Manager  
Address: 1700 North Grand Ave., Las Vegas NM 87701  
Email: emartinez@ci.las-vegas.nm.us  
kgarcia@ci.las-vegas.nm.us  
Telephone: 505-426-3256  
505-426-3314  
Fax: 505-454-0596  
505-454-1632

Department: Office of the State Engineer  
Name: Charles Thompson  
Title: Dam Safety Bureau Chief  
Address: P.O. Box 25102, Santa Fe, NM 87504-5102  
Email: charles.thompson@state.nm.us  
Telephone: (505) 383-4134  
FAX: (505) 383-4030

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 facsimile, 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 facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. 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, EARLY TERMINATION**

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 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, 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 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, 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 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 absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending 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 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 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. Paper Periodic Reports**

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

### **B. Paper Final Report**

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

### **C. Paperless Reporting**

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. 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 on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

### **D. 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. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

#### **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

A. The Grantee shall request payment by submitting a Request for Payment and Status Report, in the forms attached hereto as Exhibits 2 and 2A. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of 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 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.

#### **B. Deadlines**

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Ten (10) days after the end of a month in which an expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or
- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II 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, as defined in Article I.A, 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. 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 Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if 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 so-called "Anti-Donation Clause."
  - (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the

Project Description without the Department's express, advance, written approval.

- (v)
  - (vi) 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 it 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 Conflict of Interest and 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 his/her 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 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 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 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 DFA 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 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 [Grantee’s name] may immediately terminate this Agreement by giving Contractor written notice of such termination. The [Grantee’s name]’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 [Grantee’s name] or the Office of the State Engineer or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee’s name] or the Department”

#### **ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

Grantee acknowledges and agrees that Grantee shall include the following or a 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 OSE Grant Agreement. Should the OSE early terminate the grant agreement, the [Grantee’s name] may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the [Grantee’s name] 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, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF 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 BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[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

By: \_\_\_\_\_  
(Type or Print Name)

Its: \_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Date

**OFFICE OF THE STATE ENGINEER**

\_\_\_\_\_  
By: Scott A. Verhines, P.E.

State Engineer

\_\_\_\_\_  
Date

**ATTACHMENT A  
TO  
OFFICE OF THE STATE ENGINEER  
CAPITAL APPROPRIATION PROJECT AGREEMENT**

**ARTICLE 1   REVIEW**

Upon execution of the agreement, the Grantee shall follow the procedures listed below unless waived in writing by the New Mexico Office of the State Engineer (OSE). As used in this Attachment, "OSE" means the New Mexico Office of the State Engineer, Dam Safety Bureau or its designated agent.

The OSE may withhold payment if any of these procedures are not followed by the Grantee.

- A. The Grantee must submit a detailed project description (scope of work) to OSE prior to committing to expenditures from these funds. The project description shall include a schedule of the work to be completed in Gantt chart or Critical Path Method (CPM) format.
- B. If the grant funds are to be used for the rehabilitation, modification, alteration, repair, removal or construction of a dam, the Grantee must comply with all applicable requirements of NMAC Title 19 Chapter 25 Part 12 – Rules and Regulations Governing Dam Design, Construction, and Dam Safety.
- C. The Grantee must submit copies to OSE of all executed contracts entered into by the Grantee prior to this agreement, that are related to the project, for review and, if appropriate, approval.
- D. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit documentation regarding the hiring process to be used and the Request for Proposals (RFP), if applicable, to OSE for review and approval **prior to** selecting engineering and/or other professional services. The Grantee shall issue and conduct an RFP for engineering services and/or other professional services in compliance with the New Mexico Procurement Code [Sections 13-1-21 et seq. NMSA 1978]. If the engineering fees will exceed \$50,000, excluding gross receipt taxes, the Grantee is also required to contact the Professional Technical Advisory Board (PTAB) for assistance in the preparation of the RFP package. (PTAB: phone (505) 888-6161 and e-mail [ptab@acecnm.org](mailto:ptab@acecnm.org).)
- E. If these grant funds are to be used for engineering and/or other professional services, the Grantee must submit a draft form of any engineering agreement and/or other professional services contract, or a letter certifying that the Grantee's staff will be used for design, to OSE for review and approval **prior to** executing the agreement/contract or using Grantee's staff. The required engineering agreement format is the "Publicly Funded Project" form prepared by NMED and posted on its website at [www.nmenv.state.nm.us/cpb/cpbtop.html](http://www.nmenv.state.nm.us/cpb/cpbtop.html).

- F. A preliminary engineering report (PER) or study by a registered New Mexico Professional Engineer may be required by the OSE. If the OSE requires a PER or study, the Grantee and its consultant shall meet with OSE before starting any work for a “scoping” meeting to fully discuss the scope and extent of the PER. The consultant shall present its preliminary outline for the PER, including the alternatives to be considered. The Grantee must submit the final PER and/or study to OSE for review and approval **before** preparation of plans and specifications. The purpose of the PER and/or study is to analyze and choose the most technically feasible and cost effective solution for the project. If directed by the OSE, the Grantee shall follow RUS Bulletin 1780-2 for water or 1780-3 for wastewater in preparation of the PER or study. Grantee shall not start the preparation of plans and specifications until Grantee receives OSE approval of the PER, study, or waiver of the report requirement.
- G. If the grant funds are to be used for engineering design or for construction, the Grantee must submit all plans, specifications, and any addenda for this project (prepared by a registered New Mexico Professional Engineer) to OSE for review and approval **before** the project is advertised for construction bids.
- H. The Grantee must submit all work related to easements, rights-of-ways, other property rights, and financing provisions associated with the project to OSE for review **prior to** advertising for construction bids. The Grantee must certify in writing that this has been done **prior to** award of the construction contract. A **site certificate** addressing the property upon or through which the facility is being constructed, and prepared by the Grantee's attorney or abstractor, is required **prior to** the award of a construction contract. When real property or easements will be acquired by the Grantee, either through purchase or donation, as a part of this project and within the project period, the Grantee shall submit to the OSE documentation of the acquisition, including a legal description of the property, the date the property will be acquired, evidence of clear title, and an appraisal report prepared by a **qualified** appraiser who was selected through applicable procurement procedures. These documents must be reviewed and approved by OSE **prior to** the acquisition of any real property. After real property acquisition, the Grantee shall make available to OSE all documents of title pertaining to the acquired property and all easements or rights-of-way necessary for the completion of work under this grant agreement as described above.
- I. The Grantee shall submit the recommendation of award, certified bid tabulation, a copy of bid bond for the selected contractor and evidence of full project financing to OSE for review and approval **prior to** awarding the contract. Grantee shall not award the contract until OSE has concurred with the award in writing. Competitive bidding, in accordance with applicable state laws (including local wage determinations as provided for in Section 13-4-11 NMSA 1978), shall be used for awarding construction contracts. Contracts shall be awarded to the responsive, responsible bidder who submits the lowest acceptable bid, or as provided for by State Law.

- J. Following OSE approval of the proposed award, the Grantee shall submit to OSE for review the notice of the award and the minutes of the meeting in which the award was made, the notice of a pre-construction conference, a copy of the executed construction contract documents (including payment and performance bonds), and the notice to contractor to proceed. The selected contractor shall be required to post a performance and payment bond in accordance with requirements of Section 13-4-18 NMSA 1978.
- K. The selected contractor shall be required to submit a critical path method (CPM) construction schedule to the Grantee at the pre-construction conference with a copy to OSE.
- L. The Grantee shall submit all modifications to plans and contract by change orders to the OSE promptly for review and approval prior to implementation of such modification or change. The decision by OSE will be rendered promptly in writing to the Grantee. In cases necessitating immediate action, a verbal decision will be rendered by OSE and followed by a written confirmation to the Grantee.
- M. The Grantee shall provide a full-time construction inspector during construction of the project. The Grantee will be required to submit the inspector's résumé to OSE for review and approval.
- N. Notwithstanding the inspections performed by the Grantee and its engineer, OSE will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations shall not be considered an inspection for compliance with contract plans, but will be in the nature of general OSE review as described in Article 2 below.
- O. If applicable, the Grantee (or the system owner) shall employ qualified utility operators and shall comply with all provisions of the New Mexico Utility Operators Certification Act, Section 61-33-1 et seq. NMSA 1978.
- P. If the grant funds are to be used for construction of wastewater collection lines or water distribution lines, the Grantee shall provide assurance to OSE that the existing population will connect to the collection system or distribution system within reasonable time after project completion. Grantee shall provide this assurance by adoption and annual review of an ordinance and user charge system or other legal documents or other official act requiring such connection to the system, to the extent permitted by law.

## **ARTICLE 2 OSE OVERSIGHT**

OSE site visit, review, and approval are only for purposes of compliance with applicable grant requirements, procedures, and regulations. Any OSE approval shall not be interpreted or construed as any warranty or guarantee. Approval of plans and design of the project means only that plans are complete and in compliance with applicable grant requirements, procedures, and regulations. OSE will bring to the Grantee's attention any obvious defects in the project's design, materials, or workmanship, but all such defects

and their correction shall be the responsibility of the Grantee and its contractors and consultants. Any questions raised by OSE during its site visits and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and consultants shall remain responsible for the completion and success of the project. Any OSE approval shall not relieve the owner or engineer of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

### **ARTICLE 3   CLOSEOUT**

- A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and OSE.
- B. If the grant funds are to be used for preparation of a PER, a study, or plans and specifications, final payment will be made after approval by OSE of the PER, study, or plans and specifications. Payments shall not constitute approval of any of these documents.
- C. If the grant funds are to be used for purchase of equipment, final payment will be made after approval by OSE of receipt of equipment title and appraisal reports for used equipment.
- D. If the grant funds are to be used for construction, final payment will be made after the final site visit has been conducted by OSE and the following items, unless waived by OSE, have been provided to OSE in writing, and have been reviewed and approved by OSE:
  - i. Operation and maintenance manuals or a letter from the owner certifying receipt and acceptance of the operation and maintenance manuals;
  - ii. A final reimbursement request including the final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee;
  - iii. A certificate of substantial completion issued by the project's engineer of record, including punch list items;
  - iv. A letter certifying project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds have been "called", an acceptance close-out settlement to the Grantee and contractor shall be submitted to OSE for final review and approval;
  - v. Certification letter by the Grantee that the Labor Standards Contract Provisions have been met;

- vi. Record drawings prepared by the Grantee's project engineer or a letter from the owner certifying receipt and acceptance of the record drawings;
- vii. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished thereunder. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; together with an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied;
- viii. A written consent of the surety, if any, to final payment; and
- ix. Grantee's ledger sheets, including all payments made by the Grantee, may be requested with the final reimbursement request and before the final reimbursement request can be processed by OSE.

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
PAPER PERIODIC/FINAL REPORT  
EXHIBIT 1**

**PERIODIC REPORT**       **FINAL REPORT**

**Grantee:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_      **Reporting Period:** \_\_\_\_\_

1. Please provide a detailed status of project referenced above.

***A. Third Party Obligations***

Purchase Order or Contract # \_\_\_\_\_

Name of Contractor or Vendor: \_\_\_\_\_

Amount of Third Party Obligation: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Termination Date: \_\_\_\_\_

***B. Project Phase***

Bonds Sold  Plan/Design  Bid Documents  Construction   
(provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: \_\_\_\_\_

Total Amount of all Notices of Obligation to Reimburse: \_\_\_\_\_

Total Grant Amount Expended by Grantee to Date: \_\_\_\_\_

Grant Balance as of this Date: \_\_\_\_\_

Amount of Other Unexpended Funding Sources: \_\_\_\_\_

**PERIODIC REPORT**

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

**FINAL REPORT**

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

\_\_\_\_\_  
Grantee Representative/Title

\_\_\_\_\_  
Date

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
Request for Payment Form  
Exhibit 2**

<b>I. Grantee Information</b>				<b>II. Payment Computation</b>			
(Make sure information is complete & accurate)							
A. Grantee:				A. Grant Amount:			
B. Address:				B. AIPP Amount (If Applicable)			
Complete Mailing, Including Suite, if applicable				C. Funds Requested to Date:			
				D. Amount Requested this Payment:			
City		State		E. Grant Balance:		\$0.00	
Zip				F. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if 1st draw)			
C. Phone No:				G. Payment Request No.			
D. Grant No:							
E. Project Title:							
F. Grant Expiration Date:							
III. Fiscal Year Expenditure Period Ending:				(Jan-Jun) <input type="checkbox"/>		Fiscal	
(check one)				(Jul-Dec) <input type="checkbox"/>		Year	
<b>IV. Certification:</b> 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.							
<b>Grantee Fiscal Officer</b>				<b>Grantee Representative</b>			
Printed Name				Printed Name			
Date:				Date:			
SWORN TO AND SUBSCRIBED				SWORN TO AND SUBSCRIBED			
before me on this _____ day				before me on this _____ day			
of _____, 20_____				of _____, 20_____			
Notary Public _____				Notary Public _____			
My Commission expires _____				My Commission expires _____			
<b>(Department Use Only)</b>							
Vendor Code:				Fund No.:			
Loc No.:							
Division Fiscal Officer      Date				Division Project Manager      Date			
I certify that the Grantee financial and vendor file information agree with the above submitted information.				I certify that the Grantee records and related appropriation laws agree with the above submitted information.			

**EXHIBIT 2A**  
**ENGINEER'S CONSTRUCTION STATUS REPORT\***  
 PREPARED FOR THE  
**OFFICE OF THE STATE ENGINEER**  
 DAM SAFETY BUREAU

*\* To be Submitted With Disbursement Request Form*

Project Name:	OSE Project Number:
Interim Project Report <input type="checkbox"/> Final <input type="checkbox"/> Other <input type="checkbox"/> _____	
Report Period: From ____ / ____ / ____ To ____ / ____ / ____	
Field Orders Issued or Contemplated This Period: No. ____  No. ____  No. ____	
Change Orders Issued or Contemplated This Period: No. ____ Net Change in Contract Price \$ _____ Justification:	
Original Contract Price: \$ _____ Current Contract Price: \$ _____	
CONTRACT TIME: Original Completion Date or Days _____ Current Completion Date or Days _____ Days Remaining for Completion _____	
Percent Project is Complete _____ % On Schedule? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Briefly Describe Project Progress During This Period:          	
Issues Addressed During This Period (Indicate Any Issues That Remain Unresolved):          	
Engineer's Attestation:	Owner Concurrence:

**STATE OF NEW MEXICO  
CAPITAL GRANT PROJECT  
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 3**

**DATE:**

**TO: Grantee Representative: Timothy P. Dodge, City Manager**

**FROM: Department Representative: Charles N. Thompson, PE**

**SUBJECT: Notice of Obligation to Reimburse Grantee**

**Project Number: 14-1587  
OSE Number D-19**

As the designated representative of the Department for Grant Agreement number 14-1587 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:

Third Party Obligation (includes purchase orders and contract) #: 2716-13  
Vendor or Contractor: URS Corporation

Third Party Obligation Amount: \$4,000,000.00  
Termination Date: Unspecified

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 adjusted for AIPP if applicable: \$6,000,000.00

The Amount of this Notice of Obligation to Reimburse: \$6,000,000.00

The Total Amount of all Previously Issued Notices of Obligation: \$1,800,000.00

The Total Amount of all Notices of Obligation to Reimburse as of this Date: \$6,000,000.00

Department Representative: Charles N. Thompson, PE

Title: Chief, Dam Safety Bureau

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/26/14

DEPT: Utilities Dept.

MEETING DATE: 07/9/14

**DISCUSSION ITEM/TOPIC:** Resolution No. 14-43 assigning official representatives and signatory authority for the 4 million and 6 million dollar grant agreements with the New Mexico Office of the State Engineer.

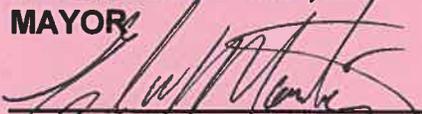
**BACKGROUND/RATIONALE:** This resolution is required by the funding agency to assign representatives and signatory authority for the grant agreements.

**THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.**

  
\_\_\_\_\_  
SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:

  
\_\_\_\_\_  
ALFONSO E. ORTIZ, JR.  
MAYOR

  
\_\_\_\_\_  
ELMER MARTINEZ  
ACTING CITY MANAGER

\_\_\_\_\_  
ANN MARIE GALLEGOS  
FINANCE DIRECTOR

\_\_\_\_\_  
PURCHASING AGENT  
(FOR BID AWARD ONLY)

\_\_\_\_\_  
DAVE ROMERO  
CITY ATTORNEY

Approved as to Legal Sufficiency Only  
(If Box is Initialed by City Mngr., Review and Sign)

Approved to form 9-25-12

**CITY OF LAS VEGAS  
RESOLUTION NO. 14-43**

**A RESOLUTION AUTHORIZING THE ASSIGNMENT OF OFFICIAL REPRESENTATIVES AND SIGNATORY AUTHORITIES**

**WHEREAS**, the Council of the City of Las Vegas of San Miguel County of the State of New Mexico shall enter into grant loan agreements with the State of New Mexico Office of the State Engineer and;

**WHEREAS**, the grant agreements are for \$4,000,000 (14-2158) and \$6,000,000 (14-1587) separately to plan, design, construct and enlarge the Bradner Dam.

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

Elmer J. Martinez, Acting City Manager, or his successor is authorized to sign the agreement for this Project, and

Kenneth L. Garcia, Utilities Director or his successor is the **OFFICIAL BORROWER REPRESENTATIVE** who is authorized to submit any documents pertaining to the project and act as the single point of contact, and

Elmer J. Martinez, Acting City Manager and Ann Marie Gallegos, Finance Director or their successors are the **SIGNATORY AUTHORITY** who are authorized to sign reimbursement requests and other documents requiring a signature for submittal to the New Mexico Office of the State Engineer.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor Alfonso E. Ortiz, Jr.

**ATTEST:**

\_\_\_\_\_  
Casandra Fresquez, City Clerk

**APPROVED AS TO LEGAL SUFFICIENCY ONLY:**

\_\_\_\_\_  
Dave Romero Jr., City Attorney

**Project Name**

**Bradner Enlargement-(4M)**

**Project No. 14-2158**

<b>Borrower Representative(s)</b>	
Name	Kenneth L. Garcia, Utilities Director
Title	
Signature	
Address	905 12 <sup>th</sup> Street Las Vegas, NM 87701
E-mail	kgarcia@ci.las-vegas.nm.us
Phone	505-426-3314
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

<b>Borrower Signatory Authority(ies)</b>	
Name	Elmer J. Martinez, Acting City Manager
Title	
Signature	
Address	1700 North Grand Ave. Las Vegas, NM 87701
E-mail	bromero@ci.las-vegas.nm.us
Phone	505-454-1401
Name	Ann Marie Gallegos, Finance Director
Title	
Signature	
Address	1700 North Grand Ave. Las Vegas, NM 87701
E-mail	amgallegos@ci.las-vegas.nm.us
Phone	505-454-1401
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

**Project Name**

**Bradner Enlargement-(6M)**

**Project No. 14-1587**

<b>Borrower Representative(s)</b>	
Name	Kenneth L. Garcia, Utilities Director
Title	
Signature	
Address	905 12 <sup>th</sup> Street Las Vegas, NM 87701
E-mail	kgarcia@ci.las-vegas.nm.us
Phone	505-426-3314
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	

<b>Borrower Signatory Authority(ies)</b>	
Name	Elmer J. Martinez, Acting City Manager
Title	
Signature	
Address	1700 North Grand Ave. Las Vegas, NM 87701
E-mail	bromero@ci.las-vegas.nm.us
Phone	505-454-1401
Name	Ann Marie Gallegos, Finance Director
Title	
Signature	
Address	1700 North Grand Ave. Las Vegas, NM 87701
E-mail	amgallegos@ci.las-vegas.nm.us
Phone	505-454-1401
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	
Name	
Title	
Signature	
Address	
E-mail	
Phone	