



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
June 16, 2014–Monday– 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. **PRESENTATIONS:(Not to exceed 10 minutes)**
 - Presentation of Fire Department's new Personal Protective Equipment.
- IX. **PUBLIC INPUT (not to exceed 3 minutes per person)**
- X. **CITY MANAGER'S INFORMATIONAL REPORT**
- XI. **DISCUSSION ITEMS**
 1. Out of State travel for three (3) Fire Department Personnel

Phillip Mares, Fire Chief Three (3) Fire Department personnel would like to attend the International Association for Fire Chief's (IAFC's) Annual Conference in Dallas, Texas. This conference covers leadership

components that are essential for success and covers many roles and responsibilities of company officers from tactical to strategic.

2. Resolution 14-38 Imposing restrictions on the sale or use of fireworks within the City of Las Vegas.

Phillip Mares, Fire Chief Proclaiming hazardous fire conditions and severe drought conditions in the City of Las Vegas, NM that endanger the health, safety and welfare of the citizens; imposing restrictions on the sale or use of fireworks within the City of Las Vegas.

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

Christian Montano, Police Chief The Las Vegas City police Department is requesting approval to utilize funding in the amount of \$331,700.00 to operate the E-911 system for Las Vegas City Police Department and Department of Public Safety District 2.

4. Recommendation to apply for funding through the Department of Justice for the Las Vegas Police Department and San Miguel County Sheriff's Office.

Christian Montano, Police Chief The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$14,332.00 to send officers to advanced defensive tactics training and purchase laptops for San Miguel Sheriff's Office.

5. Award Bid No. 2014-24 for Employee Uniforms and Work Shoes to Popular Dry Goods.

Ken Garcia, Utilities Director Per AFSCME contract No. 2494-12, the City of Las Vegas is to provide a complete set of uniforms to union employees. The Utilities Department went out for bids for employee uniforms and work shoes. This bid will be used by all City Departments to purchase uniforms and work shoes. Popular Dry Goods was the sole bidder.

6. Resolution 14-35 to submit an application for funding assistance and a proposal to the New Mexico State Forestry Division for the purpose of restoring the watershed.

Ken Garcia, Utilities Director This resolution will allow the City of Las Vegas to submit their application to the NM State Forestry Division for watershed restoration to improve the health and safety of the Gallinas

watershed. The City will not incur any costs for this project. The application and proposal are being submitted on behalf of the City by the NM State Forestry Division.

XII. 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.**

XIII. 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: May 30, 2014

DEPT: Fire

MEETING DATE: June 16, 2014

DISCUSSION ITEM/TOPIC: Presentation of Fire Department's new PPE

BACKGROUND/RATIONALE: The Department goal was to purchase new Personnel Protective Equipment (PPE) for our firefighters also referred to as turn out gear. The Department has been successful in acquiring funding to work on replacing older PPE and staff will continue to make these efforts; Fire Administration has made a commitment to providing top quality Personal Protective Equipment to its staff.

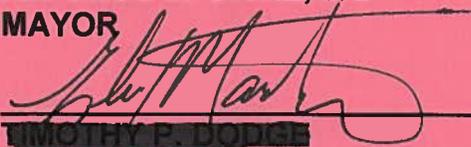
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SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR


TIMOTHY P. DONOHUE
CITY MANAGER, Acting

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)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: June 11, 2014

DEPT: Fire

MEETING DATE: June 16, 2014

DISCUSSION ITEM/TOPIC: Out of state travel for 3 Fire Department Personnel

BACKGROUND/RATIONALE: Three (3) Fire Department personnel would like to attend the International Association for Fire Chief's (IAFC's) Annual Conference in Dallas, Texas. This conference covers leadership components that are essential for success and covers many roles and responsibilities of company officers from tactical to strategic. This conference has symposiums for Chiefs and Company Officers which are sure to be essential for success.

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SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


CITY MANAGER, Acting

ANN MARIE GALLEGOS
FINANCE DIRECTOR

PURCHASING AGENT
(FOR BID AWARD ONLY)

DAVE ROMERO
CITY ATTORNEY

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Out of State Travel
City of Las Vegas Fire Department

The City of Las Vegas Fire Department is requesting approval for out of state travel for an IAFC Conference held in Dallas/Ft. Worth, Texas. Below is the estimated cost per person.

Travel Cost per Employee- \$1,095.00

Registration Cost per Employee- \$670.00

3 @ \$1095.00 = \$3,285.00

3 @ \$670.00 = \$ 2,010.00

Total Cost for 3 Employees - \$5,295.00



Conference: August 13-16, 2014

Exhibits: August 15-16, 2014

The Kay Bailey Hutchison Convention Center
Dallas, TX

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FRI 2014 > Registration & Hotel > Registration



Registration Information

How To Register

Online: [Online registration is open!](#)

Fax: To register by fax, payment must be made by credit card. Complete the [registration form](#) (pdf) and fax it to 301-694-5124. To avoid duplicate charges, do not both fax and mail the form.

Mail: Complete and return the [registration form](#) (pdf) and payment to:
International Association of Fire Chiefs
c/o Experient
P.O. Box 4088
Frederick, MD 21705-4088

Housing Information: [Visit the Hotel & Travel page](#) to reserve your FRI hotel room.

FRI All-Access

By July 15* After July 15

Education Package

By July 15* After July 15

Member	\$615	\$695	Member	\$525	\$625
Non Member	\$670	\$750	Non Member	\$575	\$675
Core Education	Included		Core Education	Included	
Officer Dev. Program	Included		Officer Dev. Program		
General Session	Included		General Session	Included	
Welcome Reception	Included		Welcome Reception	Included	
Presidential Luncheon	Included		Presidential Luncheon		
Street Party	Included		Street Party		
Two-Day Expo Pass	Included		Two-Day Expo Pass	Included	

Officer Development	By July 15*	After July 15	Expo Only	By July 15*	After July 15
Member	\$525	\$625	Member	\$25	\$50
Non Member	\$575	\$675	Non Member	\$25	\$50
Core Education			Core Education		
Officer Dev. Program	Included		Officer Dev. Program		
General Session	Included		General Session	Included	
Welcome Reception	Included		Welcome Reception		
Presidential Luncheon			Presidential Luncheon		
Street Party			Street Party		
Two-Day Expo Pass	Included		Two-Day Expo Pass	Included	

	By July 15*	After July 15
Life Member	\$295	\$325

Networking Events	By July 15*	After July 15	CPSE Sessions	By July 15*	After July 15
Diversity Breakfast	\$30	\$35	Self Assessment	\$495	\$495
Presidential Lunch	\$55	\$65	Community Risk	\$325	\$325
Street Party	\$25	\$30	Credentialing	\$325	\$325
			Mentoring	\$325	\$325

Cancellation/Substitution Policy

- All cancellations will be subject to a \$75 administrative fee.
- Cancellations must be sent in writing to IAFC's Registration Center via fax or email by July 14, 2014. No refunds will be processed after this date.
- Telephone cancellations are not accepted.
- After July 14, 2014, substitutions will be allowed, but no refunds will be issued.

- Telephone substitutions are permitted.
- All refund requests received after July 14, 2014 will be processed after the event.



An Exclusively Unique Opportunity

FRI is not a firefighter training conference - it is an exclusively unique opportunity for company officers and chief officers - and there is a measurable difference. You will not learn how to stretch a line or vent a roof at FRI - but what you WILL learn in various diverse dimensions, is how to successfully LEAD and COMMAND those who do.

– Billy Goldfeder, EFO, Deputy Fire Chief, Loveland-Symmes (OH) Fire Department



Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: June 4, 2014

DEPT: Fire

MEETING DATE: June 16, 2014

DISCUSSION ITEM/TOPIC: Resolution No. 14-38 Imposing restrictions on the sale or use of fireworks within the City of Las Vegas.

BACKGROUND/RATIONALE: Please see attached Resolution

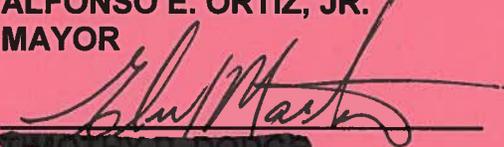
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SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR

ANN MARIE GALLEGOS
FINANCE DIRECTOR


CITY MANAGER, *Acting*

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)

RESOLUTION No. 14-38

PROCLAIMING HAZARDOUS FIRE CONDITIONS AND SEVERE DROUGHT CONDITIONS IN THE CITY OF LAS VEGAS NEW MEXICO THAT ENDANGER THE HEALTH SAFETY AND WELFARE OF THE CITIZENS; IMPOSING RESTRICTIONS ON THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF LAS VEGAS NEW MEXICO.

WHEREAS, the Council has held a hearing pursuant to Section 60-2C-8.1, NMSA 1978 and determined that fireworks restrictions should be imposed within the City of Las Vegas based on current drought indices published by the National Weather Service; and

WHEREAS, the National Weather Service has recorded significant precipitation deficits; and

WHEREAS, the National Weather Service has declared that exceptional drought conditions exist throughout North East New Mexico including the Las Vegas area; and

WHEREAS, in a letter to local leaders dated May 12, 2014, The Governor of the State of New Mexico states, the possibility of high fire danger, drought conditions, high winds, and warm temperatures will likely lead to another summer of increased wildfire risk in many parts of New Mexico. In these conditions, we cannot afford to have even one careless, human-caused fire; and

WHEREAS, the affected drought area consists of all areas within the municipal boundaries of the City of Las Vegas and includes all lands for which the City has assumed control or management by lease, easement, or legal agreement; and

WHEREAS, the rapidly escalating danger of range fires, grass fires, forest fires and structure fires is high in and around the City, and the probability of ignition of materials likely to serve as fuel for fire is presently extremely high in and around the City limits; and

WHEREAS, the 4th of July weekend presents a greatly increased fire risk because of the widespread use of fireworks; and

WHEREAS, the Governor has urged local leaders to consider increased restrictions on the use of fireworks; and

WHEREAS, the Governing body of the City of Las Vegas also discourages the sale and use of all fireworks; and

WHEREAS, pursuant to Sections 60-2C-8.1 NMSA 1978, as amended, and Chapter 238-16 of the City of Las Vegas Code Book, the City Council is authorized to ban the use of all fireworks within the boundaries of the municipality that are ground audible devices, including chasers and fire crackers, or aerial devices, including but not limited to aerial shell kit-reloadable tubes, aerial spinners, helicopters, mines, missile-type rockets, multiple tube devices, roman candles, shells, and stick-type rockets, and is authorized to ban the use of all fireworks in Wildlands and open space areas; and

WHEREAS, Sections 60-2C-1 et seq., NMSA 1978 authorize the City Council to limit the use of any permissible fireworks to only those areas that are paved or barren or that have a readily accessible source of water for use by the homeowner or the general public.

BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

Section 1. PROHIBITIONS:

The Council therefore proclaims that an emergency situation currently exists within the City of Las Vegas, that the dry, windy conditions and high fire hazard represent a significant and immediate threat to the safety, health and welfare of the citizens of the City of Las Vegas. It is further proclaimed that severe drought conditions exist and are likely to be present throughout the months of June and July. Therefore, pursuant to this proclamation, the following are prohibited within the City of Las Vegas:

A. The use of any fireworks within Wildlands, as defined by Section 60-31 2C-2, NMSA 1978.

B. The sale and use, within the municipal limits of Las Vegas, of ground audible devices and aerial devices.

Section 2. RESTRICTIONS:

The following restrictions for all fireworks not otherwise prohibited are imposed: use of permissible fireworks shall be limited to areas that are paved or barren or that have a readily accessible source of water for use by the homeowner or the general public.

Section 3. EXEMPTION:

Nothing within this resolution shall prohibit public displays of fireworks as defined in Chapter 238-4 of the City of Las Vegas Code, so long as those displays are in strict conformance with the requirements and conditions for public displays as set forth in that ordinance and as approved by the City of Las Vegas Fire Chief.

Section 4. NOTICE OF PENALTIES:

Any individual, firm, partnership or other entity found violating Chapter 238 shall be subject to Chapter 238-11 of the City of Las Vegas Code, shall upon conviction, be subject to a mandatory fine not to exceed \$500. Each separate violation shall constitute a separate offense and upon conviction, each day of violation shall constitute a separate offense.

Section 5. SEVERABILITY CLAUSE:

If any section, paragraph, sentence, clause, word or phrase of this resolution is for any reason held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this resolution. The Council hereby declares that it would have passed this resolution and each section, paragraph, sentence, clause, word or phrase thereof irrespective of any provision being declared unconstitutional or otherwise invalid.

Section 6. EFFECTIVE DATE AND TERM:

This resolution shall remain in effect until the City Fire Chief determines that the fire danger has been alleviated or for a period of 30 days after its effective date, whichever comes first. The Council is authorized to extend this resolution for additional 30 day periods if such conditions continue and such restrictions are deemed necessary to protect the public health, safety and welfare of the citizens of Las Vegas.

NOW THEREFORE BE IT RESOLVED by the City Council, the Governing Body of the City of Las Vegas hereby adopts this resolution to secure the public health, safety, convenience and welfare of its citizens.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2014

CITY OF LAS VEGAS

Alfonso E. Ortiz, Jr. Mayor

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO FORM:

Dave Romero, City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/02/14

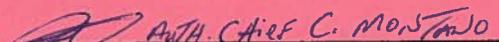
DEPT: POLICE

MEETING DATE: 06/16/14

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

BACKGROUND/RATIONALE: The Las Vegas City Police Department is requesting approval to utilize funding in the amount of \$331,700.00 to operate the E-911 system for Las Vegas City Police Department and Department of Public Safety District 2.

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.

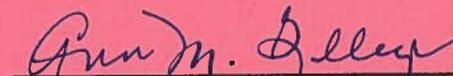

CHIEF CHRISTIAN MONTANO

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR


CITY MANAGER, Acting


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)

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

GRANT AGREEMENT

Project No. 15-E-20

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

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the "Act") as amended, and the Enhanced 911 Regulations, 10.6.2 NMAC (hereinafter referred to as the "Enhanced 911 Requirements" or "E-911 Regulations."); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (PSAP), provides immediate visual display of the location and telephone number of the caller and curtails abuses of the emergency system by documenting callers; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, Sections 63-9D-1 *et seq.* NMSA 1978, and the E-911 Regulations, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of "Grantee" in 10.6.2.7(HH) NMAC, of the E-911 Regulations; and

WHEREAS, the Division has the authority, pursuant to Section 63-9D-8 NMSA 1978, to administer the Enhanced 911 fund; and

WHEREAS, on April 15, 2014, the State Board of Finance awarded the Grantee \$331,700.00 for enhanced 911 services and equipment.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from July 1, 2014, through June 30, 2015.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30)

days prior to the termination date of this Grant Agreement, in order that the Grantee and the Division may review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement to provide additional time for completion of the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in 10.6.2.11.D NMAC, of the E-911 Regulations, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed \$331,700.00 from the Enhanced 911 fund in accordance with Article III(D). The funds are to be expended in accordance with the proposed Revenue/Expenditure Budget (Budget), attached as Exhibit "C", and made a part hereof, and in accordance with 10.6.2.11 NMAC of the E-911 Regulations, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of said Budget without the prior written approval of the Division and the funds shall not be expended for ineligible costs, 10.6.2.11(F) of the E-911 Regulations.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Regulations.

D. Pursuant to Section 63-9D-8 NMSA 1978, as amended, payments shall be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: (1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or (2) reimbursements to the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Regulations.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. **Early Termination.** Except as provided in Article IV(D) herein, this Grant Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon such termination shall be to pay for eligible Budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or the Grantee's sending of the notice of termination, if the Grantee is the terminating party; **provided, however,** that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible Budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.**

B. **Termination Management.** Immediately upon receipt by either the Division or the Grantee of notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

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

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in

part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all state laws, the E-911 Regulations, and other state laws, regulations, policies and with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978.
- B. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Regulations, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with Section 63-9D-4D NMSA 1978 and provide Geographic Information Systems (GIS) addressing and digital mapping data to the PSAP that provides the enhanced 911 service to the Grantee.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per 10.6.2 NMAC. This information shall be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division, documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should,

at a minimum, cover non-routine maintenance defects including but not limited to, all acts of God, floods, fire, lightning strikes and water damage.

K It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.

L It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M It will comply with the PSAP consolidation requirement pursuant to the 10.6.2.15 NMAC of the 911 Regulations.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing Contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved project:

Name: Chief Christian Montano
Title: PSAP Manager
Address: 318 Moreno Street
Las Vegas, New Mexico 87701

Phone: 505-425-7504
Fax: 505-425-5046
Email: blue1@ci.las-vegas.nm.us

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

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

Phone: 505-827-4992
Fax: 505-827-4948
Email: Gerald.keene@state.nm.us

[Remainder of page intentionally left blank.]

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

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

Date

(Type or Print Name)

STATE OF NEW MEXICO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____.



Notary Public

My Commission Expires: _____

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

By: _____
Wayne Sowell, Director

Date

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____.



Notary Public

My Commission Expires: _____

Exhibit A

PSAP Annual Report

PSAP Annual Report Form For: _____

Date of Report: _____

Section	PSAP Input
Section 10.6.2.11 D(8)	
PSAP Name	
Date of PSAP Report	
Exact address of the PSAP (No P. O. boxes)	
Number make and model of E911 land Radio Dispatch positions (if a position is used for both call taking and dispatching, list it as such);	
Type of equipment to include make and model of:	
Telephone switching equipment	
MIS System	
Mapping server	
Radio System	
UPS (for 911 Equipment)	
Back-up Generator	
Version of E911 operating system software	
Number and type of dedicated/ switched voice/data circuits;	
Routing central office and PSAP end office;	
Maintenance control center to include name of company, physical address, telephone number, Email address, and your point of contact for E911 equipment and voice logging recorder, if different from E911 equipment maintainer;	
PSAP manager or coordinator and alternate: contact names, addresses, phone numbers, and their PSAP Email address;	
MSAG coordinator name, address, phone number, and Email address;	
GIS representative to include physical address, telephone number, and Email address.	

Section	PSAP Input
Type and manufacturer of CAD system, if any, and type and manufacturer of voice logging recorder;	
Section 10.6.2.11 D(9)	
Each PSAP Shall Maintain at least one 10-digit administrative number. This number shall also be used to receive incoming emergency calls transferred to the PSAP by other PSAPs for certain alternate and default routing arrangements. The preferred way to transfer an emergency call is via one-button transfer via 911 trunk, but the above method can be used for PSAPs that do not have one-button transfers the above mentioned PSAP.	
Number	
Section 10.6.2.11 D(14)	
The PSAP shall maintain a list of fixed and auto-dial transfer features.	
Fixed transfers:	
Auto-dial transfers	
Section 10.6.2.11 D(18)	
Special circumstances.	
(a) In accordance with ADA each PSAP shall establish procedures to handle calls from speech and hearing impaired individuals. <u>Include a copy of your procedures.</u>	
(b) PSAPs shall develop procedures for handling unanswered or silent 911 calls. <u>Include a copy of your procedures.</u>	
Miscellaneous Section	
List the PSAP insurance provider name, POC, and policy numbers as proof of hazard and liability insurance for the PSAP facility	
List any back-up PSAP(s) and attach any MOU(s) documenting agreement(s)	

PSAP Annual Report Continued

9-1-1 PSAP Activity-PSAP Input Here			
	Landline 9-1-1 Calls	Wireless 9-1-1 Calls	Total 9-1-1 Phone Calls
<i>Jul</i>			
<i>Aug</i>			
<i>Sep</i>			
<i>Oct</i>			
<i>Nov</i>			
<i>Dec</i>			
<i>Jan</i>			
<i>Feb</i>			
<i>Mar</i>			
<i>Apl</i>			
<i>May</i>			
<i>June</i>			
Total	0	0	0
Month Avg.	0	0	0
Day Avg.	0	0	0

Exhibit B

Federal 911 Resource Center Report

Call Types	Annual Total of Calls from January 1 through December 31
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 05/29/14

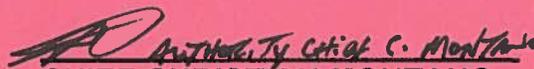
DEPT: POLICE

MEETING DATE: 06/11/14

DISCUSSION ITEM/TOPIC: Recommending approval to apply for funding through the Department of Justice for the Las Vegas Police Department and San Miguel County Sheriff's Office.

BACKGROUND/RATIONALE: The Las Vegas City Police Department is requesting approval to apply for funding in the amount of \$14,332.00 to send officers to advanced defensive tactics training and purchase laptops for San Miguel Sheriff's Office.

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

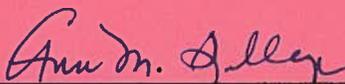
REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR

ALFONSO E. ORTIZ, JR.
MAYOR


CITY MANAGER, *Anthony*

PURCHASING AGENT
(FOR BID AWARD ONLY)


ANN MARIE GALLEGOS
FINANCE DIRECTOR



DAVE ROMERO
CITY ATTORNEY



Approved as to Legal Sufficiency Only

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

Edward Byrne Memorial Justice Assistance Grant

JAG Formula Program: Local Solicitation

CFDA #16.738

Program Narrative

Summary

The Las Vegas City Police Department and the San Miguel County Sheriff's Office are jointly applying for the 2014 Justice Assistance Grant through the US Department of Justice. We are requesting the amount of \$14,332.00.

The City of Las Vegas is the largest community within San Miguel County. The Police Department seeks funding to send three officers to become certified defensive tactics instructors who will in turn train our officers and officers from the surrounding agencies in defensive tactics.

Assaults against law enforcement officers and allegations of use of excessive force are at an all time high. So it is our goal to develop a program that will ensure officer safety while reducing liability for our agency when dealing with combative subjects in our community. One way to address this issue is to have officers trained in effective defensive tactics maneuvers. With certified trainers, we can also train officers from surrounding communities.

The Las Vegas City Police Department realizes the need to continually reinforce survival training in our officers when faced with dealing with mentally unstable subjects and disturbance calls where subjects become combative, plus various other issues that these officers deal with on a daily basis. Offering opportunities for officers to attend specialized training in regards to these and other types of issues that surface during the work shift provide other non lethal and viable solutions.

The Las Vegas City Police Department will utilize the funds to provide certified training for three officers. Progress of the defensive tactic program will consistently be monitored by evaluating offenses in which defensive tactics were most effective and where there were minimal injuries. Training rosters will also be submitted as officers are trained in defensive tactic maneuvers. Training will be monitored by the Training and Recruiting Section.

The Las Vegas City Police Department will be the fiscal agent for the grant funds. We employ a full-time Grants Administrator who will be responsible for the distribution of funds, monitoring the award and submitting the required reports through the Grants Management System.

The San Miguel County Sheriff's Office proposes to utilize their funding to purchase lap tops for their units.

The Las Vegas City Police Department recognizes the disparity with San Miguel County Sheriff's Office. Both agencies have worked together with prior JAG funding and will continue to work closely under this grant to ensure compliance.

Las Vegas City Police Department

Equipment and Training

The Las Vegas City Police Department would like to send three officers to become certified defensive tactics instructors. The benefits of this would be that they can come and train our officers and officers from surrounding agencies in survival tactics when dealing with combative subjects.

We will monitor and develop statistical data relating to the use of defensive tactics when officers are in the field. We will also offer training to officers from other Law Enforcement agencies to further develop their skills. Our goal is to reduce assaults against law enforcement officers and allegations of use of excessive force.

San Miguel County Sheriff's Officers wish to purchase laptop computers to be used in their units for wants and warrants checks and the ability to enter reports while in the field. These officers are at times in remote rural areas and will have instant access to information from their agency's database.

With these projects in mind, we would like to concentrate our efforts on acquiring this equipment and training for officers. The goal of the Las Vegas City Police Department is to be proactive in our efforts to enhance and develop our officer's skills and mind set to their safety as well as the safety of our community members. The San Miguel deputies would like to increase officer productivity through the purchase of laptop computers.

Our plan is to effectively utilize this funding through the efforts of our Grants Administrator, who will ensure that the funding is used for the above mentioned projects and who will ensure that all reports are monitored and submitted to the Grants Management System in a timely manner.

We are looking to purchase this equipment and train our officers during the grant time frame, and will also work closely with the San Miguel Sheriff's Office to ensure they are utilizing their part of the funding to successfully complete their project.

JAG Formula Program Project Identifiers

Defensive tactics training will be offered as an additional means of **conflict resolution** and so officers may increase **officer safety** and decrease allegations of use of excessive force. The San Miguel Sheriff's officers wish to continue making **system improvements** by acquiring equipment. As part of their **general equipment** project, they plan to implement **computer software and hardware** to acquire the necessary data to complete police reports and warrants checks.

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
		\$ -
Sub-Total		\$ -

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
		\$ -
		\$ -
Sub-Total		\$ -
tal Personnel & Fringe Bene		\$ -

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
				\$ -
				\$ -
				\$ -
				\$ -

Total \$ 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
		\$ -
		\$ -
		\$ -

Total \$ -

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
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total		\$ 6,332.00

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
		\$ -
Total		\$ -

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
		\$ -
Sub-Total		\$ -

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
		\$ -
Sub-Total		\$ -

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	Computation	Cost
		\$ -
Sub-Total		\$ -
TOTAL		

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
Total		\$ 3,075.00

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.

		\$ -
--	--	------

2014 JAG Equipment
Training

BUDGET SUMMARY

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

Total Project Cost	\$ 14,332.00
---------------------------	---------------------

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

CITY CLERK RESOLUTION NO.

STATE OF NEW MEXICO

KNOW BY ALL THESE PRESENT

COUNTY OF SAN MIGUEL

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO

AND THE COUNTY OF SAN MIGUEL, NEW MEXICO

2014 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement made and entered into this 18th day of June, 2014 by and between the County of San Miguel, acting by and through its governing body, the Board of County Commissioners, hereinafter referred to as "County" and the City of Las Vegas, acting by and through its governing body, the City Council, hereinafter referred to as "City", both of San Miguel County, State of New Mexico, witnesseth:

WHEREAS, this Agreement is made under the authority of 11-1-1 to 11-1-7, NMSA, 1978; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body find that the performance of this Agreement is in the best interest of both parties that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the City and County believe it to be in their best interests to reallocate the JAG funds.

NOW, THEREFORE, the City and County agree as follows:

Section 1: City agrees to pay County a total of \$6332.00 of JAG funds.

Section 2: County agrees to use \$6332.00 for the JAG Program before September 30, 2015.

Section 3: Nothing in the performance of this Agreement shall impose any liability for claims against the City other than claims for which liability may be imposed by the New Mexico Tort Claims Act.

Section 4: Each party to the Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5: The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6: By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

PASSED, APPROVED AND ADOPTED THIS 18th DAY OF JUNE 2014.

City of Las Vegas:

Alfonso E. Ortiz, Jr., Mayor

Tim Dodge, City Manager

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFIENCY ONLY

Dave Romero

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/05/14

DEPT: Utilities Dept.

MEETING DATE: 06/16/14

DISCUSSION ITEM/TOPIC: Award Bid No. 2014-24 for Employee Uniforms and Work Shoes to Popular Dry Goods.

BACKGROUND/RATIONALE: Per AFSCME contract No. 2494-12, the City of Las Vegas is to provide a complete set of uniforms to union employees. The Utilities Department went out for bids for employee uniforms and work shoes. This bid will be used by all City Departments to purchase uniforms and work shoes. Popular Dry Goods was the sole bidder.

Advertised: 05/23/14; Las Vegas OPTIC; Albuquerque Journal and City Website.
Bid Opening: June 5, 2014
Number of Bidders: 1; Popular Dry Goods
Lowest Bid: Popular Dry Goods
Funding Source: Budgeted City funds
Line Item Number: Varies per department

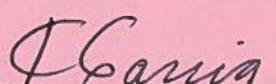
THIS REQUEST FORM MUST BE SUBMITTED TO THE CITY MANAGER'S OFFICE NO LATER THAN 10:00 A.M. ON FRIDAY ONE AND A HALF WEEKS PRIOR TO THE CITY COUNCIL MEETING.

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


TIMOTHY P. DODGE
CITY MANAGER, Acting

PURCHASING AGENT
(FOR BID AWARD ONLY)


SUBMITTER'S SIGNATURE


ANN MARIE GALLEGOS
FINANCE DIRECTOR



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



REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., June 5, 2014, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

EMPLOYEE UNIFORM / WORK SHOES

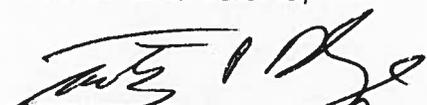
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. Grand, Las Vegas, NM 87701

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 N. Grand Las Vegas, NM 87701

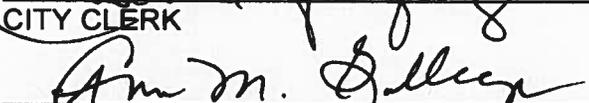
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: EMPLOYEE UNIFORM / WORK SHOES, Opening No. 2014-24 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

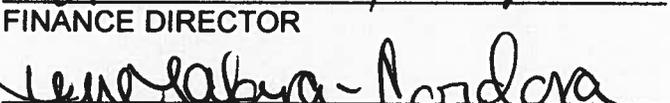
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


CITY MANAGER


CITY CLERK


FINANCE DIRECTOR


PURCHASING OFFICER

Opening No. 2014-24

Date Issued: 5-15-14

Date Issued: Published: Las Vegas Optic, Albuquerque Publishing May ²³ 2014
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before June 3, 2014 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for June, 2014. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER: _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER (_____) _____

FAX NUMBER (_____) _____

DELIVERY: _____

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Employee Uniform / Work Shoe

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____ }

COUNTY OF _____ }

I _____, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Subscribed and sworn to before me, this _____ day of _____, 20____.

Signature

(SEAL)

Notary Public Signature
My Commission Expires: _____

CITY OF LAS VEGAS UNIFORM

The City of Las Vegas is requesting sealed bids for its employee uniform.

BID ITEM	DESCRIPTION	PRICE PER ITEM	
		<u>WOMEN</u>	<u>MEN</u>
1.	<u>TROUSERS</u>		
	A. Levi 517 or Equal	_____	_____
	B. Levi 550 or Equal	_____	_____
	C. Levi 501 or Equal	_____	_____
	D. Wrangler 936 DEN or Equal	_____	_____
	E. Wrangler 31 MWZDN or Equal	_____	_____
	F. Carhartt Double Knee or Equal	_____	_____
2.	<u>SHIRTS</u>		
	A. Snaps or Buttons Work Shirts/Denim	_____	_____
	B. Polo Shirts Long/Short Sleeves or Equal	_____	_____
	C. Dickies Tee Shirt or Equal Long/Short Sleeves	_____	_____
	E. Carhartt Tee Shirt or Equal Long/Short Sleeves	_____	_____
3.	<u>JACKET</u>		
	A. Winter	_____	_____
	B. Light Weight Jacket	_____	_____

4. **BOOTS**

A. Lace up

B. Pull up

5. **COVERALLS**

A. Bib

B. Full Overalls

SPECIFICATIONS:

TROUSERS: 100% rugged cotton, stonewashed, preshrunk, heavyweight denim, zipper or button fly. Color to be denim blue or dark color (to include women and petite sizes).

SHIRT: Shirts to be 100% cotton or 65% polyester/35% cotton. Indigo Vertical Dobby, buttons/snaps, long or short sleeves, with button down collar, blue or tan in color. Straight back yoke with center box pleat and three buttons adjustable cuff and should be pre-washed for comfort. Shirt should have left front chest pocket with button closure. To include employees name embroidered over left side pocket and the City of Las Vegas and Department embroidered on the right. Embroidery to be in gold colored thread. (Include women's and petite sizes).

POLO SHIRTS: Polo shirts are to be 5.7 oz. 100% cotton. Colors to be in, blue, navy blue, tan or black. **Embroidery:** To include employees name and City of Las Vegas and Department in gold thread. (Include women's and petite sizes).

JACKET: Jacket to waist length, with knit waistband and cuffs. It needs to be heavyweight 12oz. 100% cotton. Jacket should be water repellent, wind and rip resistant. Jacket should be lined with black brushed tricot quilted to form inner lining, zipper front hand warmer pockets. Jacket should be available with or without drawstring hood. Jacket to be available in colors: brown, dark blue, black. (Include women's and petite sizes).

LIGHT WEIGHT JACKET: Jacket to waist length. It needs to be water proof, 100% polyester; shell jacket with mesh lining features a vented back for breathability, zipper front. Jacket should be available with or without drawstring hood. Jacket to be available in colors: brown and dark blue. (Include women's and petite sizes).

BOOTS/FOOT WEAR: Boots/Foot Wear to be top quality soft glove leather, or a smooth leather and Cordura mixture or equal. Sole needs to be oil resistant lightweight polyurethane outsole. Cambrelle vamp lining or equal. Poly foot insole should be removable. Boots/Foot Wear to be steel/safety toe and meet OSHA standards. Boots/Foot Wear to be either laced or slip on. Color to be brown or black. (Include women's sizes).

COVERALLS: Insulated with 4 or more oz. of polyester fiberfill, quilted to a nylon tricot lining. Coveralls intended for use over work clothes. Coveralls should have side leg zippers, two pockets with direct access to trousers and to be either Bib or Full overalls. (Include women's and petite sizes).

NOTE:

1. Prices to remain firm for a period of two (2) year after date of bid award for new hires.
2. Embroidery shall be in gold colored thread and include First and Last Name - City of Las Vegas and Specific Department
3. Uniforms to be City of Las Vegas Employee
4. Successful bidder to be available to size and fit employees
5. Successful bidder must guarantee uniforms within a reasonable time frame (**waiting period shall not exceed one (1) month (30 days)**)

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to Chapter 81, Laws of 2006, any prospective contractor seeking to enter into a contract with any state agency or local public body must file this form with that state agency or local public body. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature

Date

Title (Position)

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at 2:00 p.m., June 5, 2014, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

EMPLOYEE UNIFORM / WORK SHOES

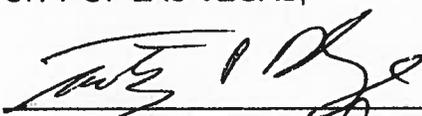
The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following location: 1700 N. Grand, Las Vegas, NM 87701

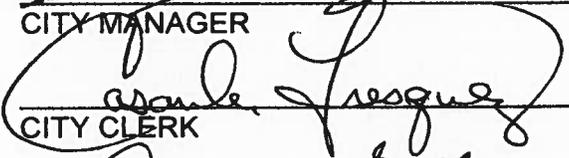
Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the office of : 1700 N. Grand Las Vegas, NM 87701

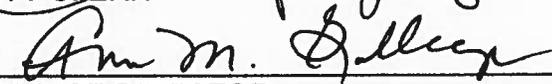
Mailed Bids should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked: EMPLOYEE UNIFORM / WORK SHOES, Opening No. 2014-24 ; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and any bidder or their authorized representative is invited to attend.

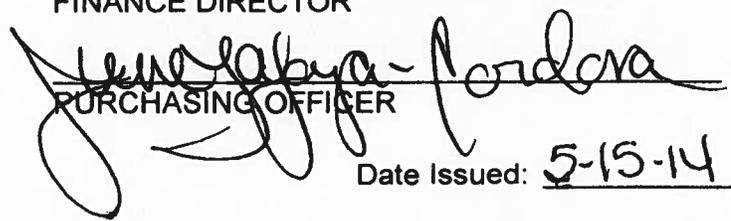
The City of Las Vegas reserves the right to reject any/or all bids submitted.

CITY OF LAS VEGAS,


CITY MANAGER


CITY CLERK


FINANCE DIRECTOR


PURCHASING OFFICER

Opening No. 2014-24

Date Issued: 5-15-14

Date Issued: Published: Las Vegas Optic, Albuquerque Publishing May ²³ 2014
City website: www.lasvegasnm.gov

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City Reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before June 3, 2014 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for June, 20 14. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: 85-0326-697
SOCIAL SECURITY NUMBER: N/A

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): 02-454168-00-0

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

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If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

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Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

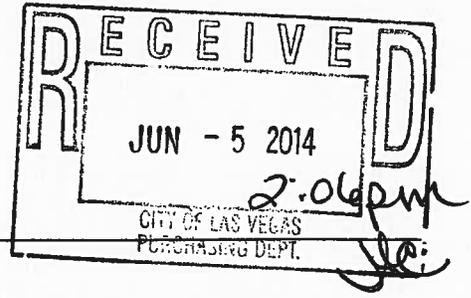
TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

BIDDER INFORMATION



BIDDER: POPULAR DRY GOODS

AUTHORIZED AGENT: DENNIS LUJAN

ADDRESS: 119 BRIDGE STREET, LAS VEGAS, NM 87701

TELEPHONE NUMBER (505) 425-7272

FAX NUMBER (505) 425-7272

DELIVERY: MOST IN STOCK/IF ORDERED 10 WORKING DAYS PROVIDED COMPANIES HAVE STOCK/NOT LIABLE FOR BACKORDERS

STATE PURCHASING RESIDENT CERTIFICATION NO.: _____

NEW MEXICO CONTRACTORS LICENSE NO.: _____

BID ITEM (S): Employee Uniform / Work Shoe

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

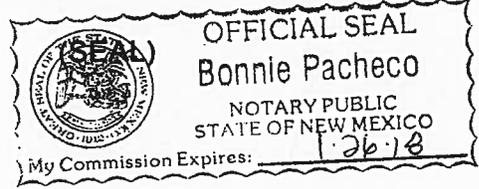
STATE OF New Mexico }

COUNTY OF San Miguel }

I Dennis Lujan, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Dennis Lujan
Signature
day of June, 2014

Subscribed and sworn to before me, this 5



Bonnie Pacheco
Notary Public Signature
My Commission Expires: Jan 26, 2018

CITY OF LAS VEGAS UNIFORM

The City of Las Vegas is requesting sealed bids for its employee uniform.

BID ITEM	DESCRIPTION	PRICE PER ITEM	
		WOMEN	MEN
1.	<u>TROUSERS</u>		
	A. Levi 517 or Equal	<u>43.00</u>	<u>43.00</u>
	B. Levi 550 or Equal	<u>43.00</u>	<u>43.00</u>
	C. Levi 501 or Equal	<u>43.00</u>	<u>43.00</u>
	D. Wrangler 936 DEN or Equal (rigid) (pre-washed)	<u>N/A</u> <u>30.00</u>	<u>24.00</u> <u>30.00</u>
	E. Wrangler 31 MWZDN or Equal (rigid) (pre-washed)	<u>30.00</u>	<u>24.00</u> <u>30.00</u>
	F. Carhartt Double Knee or Equal Wrangler Work Rig's Pant Key Carpenter Pant	<u>N/A</u> <u>N/A</u> <u>N/A</u>	<u>47.00</u> <u>45.00</u> <u>34.00</u>
2.	<u>SHIRTS</u>		
	A. Snaps or Buttons Work Shirts/Denim	<u>32.00</u>	<u>32.00</u>
	B. Polo Shirts - L/S not made Long/Short Sleeves or Equal only	<u>30.00</u>	<u>30.00</u>
	C. Dickies Tee Shirt or Equal Long/Short Sleeves	<u>20.00</u>	<u>20.00</u>
	E. Carhartt Tee Shirt or Equal Long/Short Sleeves	<u>N/A</u>	<u>22.00</u>
3.	<u>JACKET</u>		
	A. Winter	<u>70.00</u>	<u>70.00</u>
	B. Light Weight Jacket * Carhartt Brand. (not available until September)	<u>70.00</u> <u>100.00</u>	<u>70.00</u> <u>100.00</u>

4. **BOOTS**

A. Lace up

140⁰⁰

140⁰⁰

B. Pull up

140⁰⁰

140⁰⁰

5. **COVERALLS**

A. Bib

75⁰⁰

75⁰⁰

B. Full Overalls

85⁰⁰

85⁰⁰

SPECIFICATIONS:

TROUSERS: 100% rugged cotton, stonewashed, preshrunk, heavyweight denim, zipper or button fly. Color to be denim blue or dark color (to include women and petite sizes).

SHIRT: Shirts to be 100% cotton or 65% polyester/35% cotton. Indigo Vertical Dobby, buttons/snaps, long or short sleeves, with button down collar, blue or tan in color. Straight back yoke with center box pleat and three buttons adjustable cuff and should be pre-washed for comfort. Shirt should have left front chest pocket with button closure. To include employees name embroidered over left side pocket and the City of Las Vegas and Department embroidered on the right. Embroidery to be in gold colored thread. (Include women's and petite sizes).

POLO SHIRTS: Polo shirts are to be 5.7 oz. 100% cotton. Colors to be in, blue, navy blue, tan or black. **Embroidery:** To include employees name and City of Las Vegas and Department in gold thread. (Include women's and petite sizes).

JACKET: Jacket to waist length, with knit waistband and cuffs. It needs to be heavyweight 12oz. 100% cotton. Jacket should be water repellent, wind and rip resistant. Jacket should be lined with black brushed tricot quilted to form inner lining, zipper front hand warmer pockets. Jacket should be available with or without drawstring hood. Jacket to be available in colors: brown, dark blue, black. (Include women's and petite sizes).

LIGHT WEIGHT JACKET: Jacket to waist length. It needs to be water proof, 100% polyester; shell jacket with mesh lining features a vented back for breathability, zipper front. Jacket should be available with or without drawstring hood. Jacket to be available in colors: brown and dark blue. (Include women's and petite sizes).

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NOTE:

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4. Successful bidder to be available to size and fit employees
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THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed

proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(The above fields are unlimited in size) _____

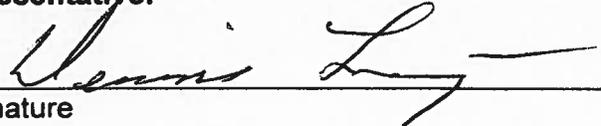
Signature

Date

Title (position)

-OR-

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.



Signature

June 5, 2014

Date

Title (Position)

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 06/04/14

DEPT: Utilities Dept.

MEETING DATE: 06/16/14

DISCUSSION ITEM/TOPIC: Resolution No. 14-35 to submit an application for funding assistance and a proposal to the New Mexico State Forestry Division for the purpose of restoring the watershed.

BACKGROUND/RATIONALE: This resolution will allow the City of Las Vegas to submit their application to the NM State Forestry Division for watershed restoration to improve the health and safety of the Gallinas watershed. The City will not incur any costs for this project. The application and proposal are being submitted on behalf of the City by the NM State Forestry Division.

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.

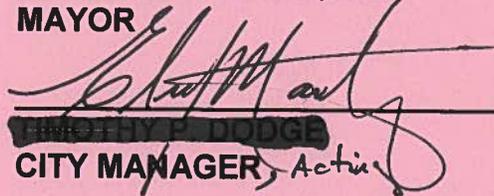


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



CITY MANAGER, Acting

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 #14-35

A RESOLUTION APPROVING THE SUBMITTAL OF AN APPLICATION AND PROPOSAL FOR WATERSHED RESTORATION FUNDING BY THE NEW MEXICO STATE FORESTRY DIVISION.

WHEREAS, the City of Las Vegas requests consideration from the New Mexico State Forestry Division of our application for the Watershed Restoration funding to improve the health and safety of the Gallinas watershed to mitigate the potential for catastrophic wildfire and to secure a more certain and sustainable water supply to the state's citizens through hazardous fuel reduction treatment; and

WHEREAS, the City is appreciative of your considering the City for this funding opportunity for thinning near the Peterson and Bradner reservoirs that supply domestic water to the City of Las Vegas; and

WHEREAS, the City acknowledges that there is a need for continued treatment on the City-owned portion of the Gallinas Watershed; and

WHEREAS, currently, these watershed areas are at risk from wild land fire due to fuel load; and

WHEREAS, ongoing drought conditions have accentuated the possibilities of fires; and

WHEREAS, fire in these particular areas would first and foremost threaten the City's source of domestic water, and would also impact the citizens of Las Vegas and the surrounding communities; and

WHEREAS, in 2002 the City of Las Vegas completed environmental clearances to implement fuels reduction and maintenance projects within the Gallinas Watershed on over approximately 991 acres (*City of Las Vegas, New Mexico Forest Management and Maintenance Plan*); and

WHEREAS, to date, 150 acres have been thinned, and there are still areas that remain densely stocked and currently pose a threat of wildfire; and

WHEREAS, through collaborative efforts with the NM State Forestry Division in protecting the forest and watershed areas surrounding the City's water, the City envisions a way to provide the needed protection conducive to healthy forests and watershed; and

WHEREAS, the City will not incur any costs regarding this project.

NOW THEREFORE BE IT RESOLVED by the Governing Body of the City of Las Vegas that the attached application and proposal be submitted for watershed restoration to protect the City's reservoirs.

(Signature Page to Follow)

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

District:

Project Name	Vendor/ Subrecipient/Price Agreement	Requested Amount	Target Treatment Acres	Vegetation Type	Estimated Cost per acre	Targeted priority watershed and tributaries	If applicable, federal project that has completed NEPA	Project Description
Gallinas Watershed, City of Las Vegas Reservoir Property, Watershed protection project		\$50,000.00	40	Ponderosa Pine, Mixed Conifer, pinon-juniper	1500.00	The three major subwatersheds in the project area are: Upper Gallinas River, Upper Tecnote Creek, and Cow Creek-Pecos River. Project is also adjacent to the Sapello River Watershed.	This project will take place on municipal property owned by the City of Las Vegas,	#####
		\$0.00						
		\$60,000.00	40					

FY 2015 Watershed Restoration Project Proposals

Project proposals shall focus on large-scale forest restoration within priority watersheds as identified within the New Mexico Statewide Assessment, i.e. high value and high risk to water quality and supply. Projects can be multi-jurisdictional, but shall not be on private lands. Outside fiscal agents are not required but may be considered for project management. Any federal lands considered within treatment areas should have existing environmental clearances, i.e. "NEPA ready" and have the ability to be implemented in a timely manner. Projects that compliment or connect to existing or planned treatments are encouraged. There is not a maximum project size or funding amount, however, projects must be completed within two years of award. Include map that shows project area and priority watershed.

During the site visit to the City of Las Vegas reservoir property on Thursday May 1, 2014, we looked at several sites where the tree clearing has not been maintained along the power line. This situation poses a significant risk of fire in an area that is of the utmost concern to the City of Las Vegas and its citizens. This situation was visible on both city properties, down canyon to the east and up canyon to the west continuing, onto private properties at the bottom of the canyon along the river.

The City of Las Vegas should be notified of the risk of a tree falling on the line and causing a wildfire that has the potential to devastate the Gallinas Watershed and the municipal water supply to the City of Las Vegas. Some of the trees are in direct contact with the line at this time. Overall, there is heavy fuel loading and ladder fuels within power line area.

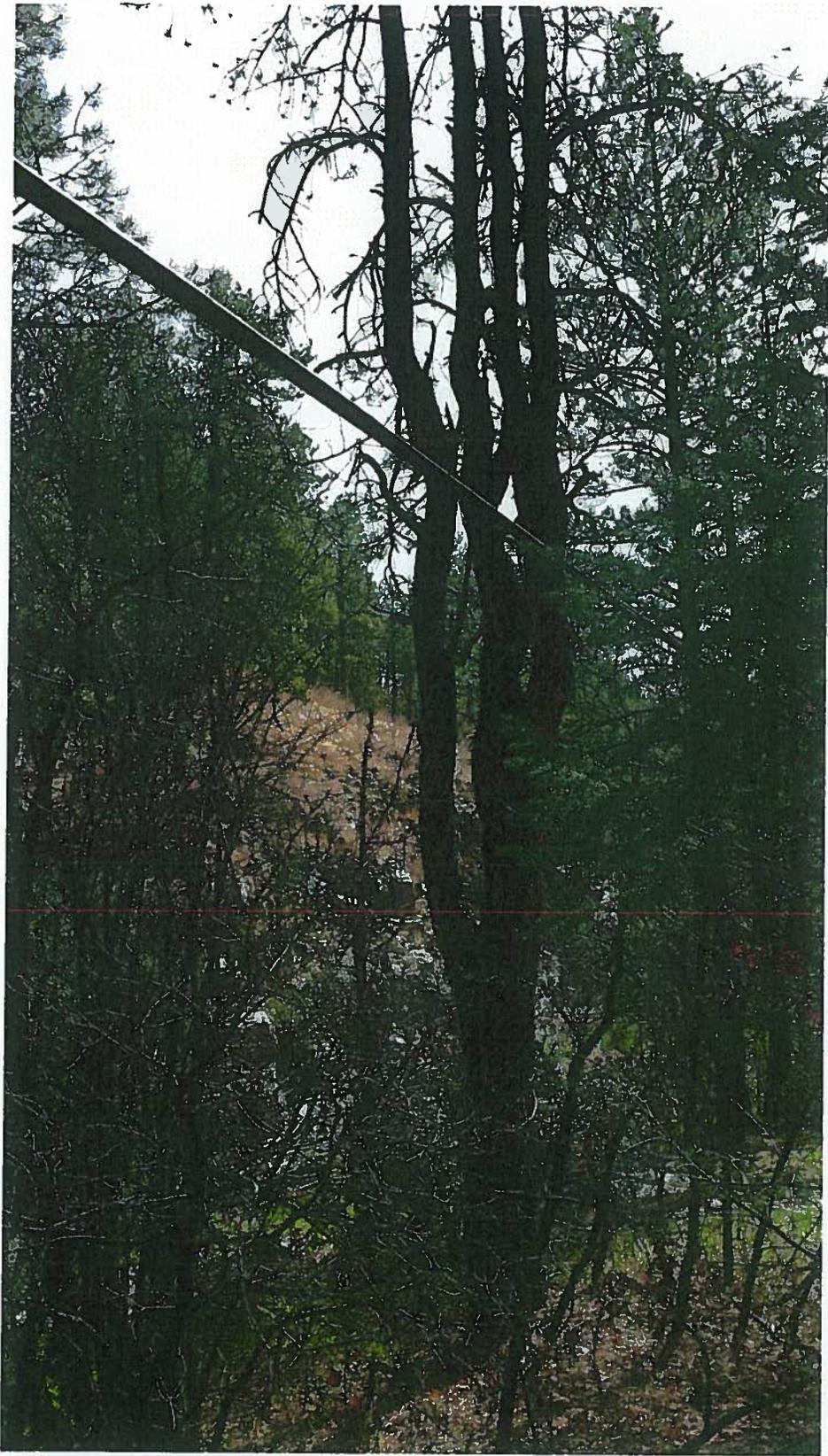
We did not walk the entire stretch of the line, but the area that we did look at is shown below, and as you can see there is a high accumulation of fuel near, on and underneath this utility line.

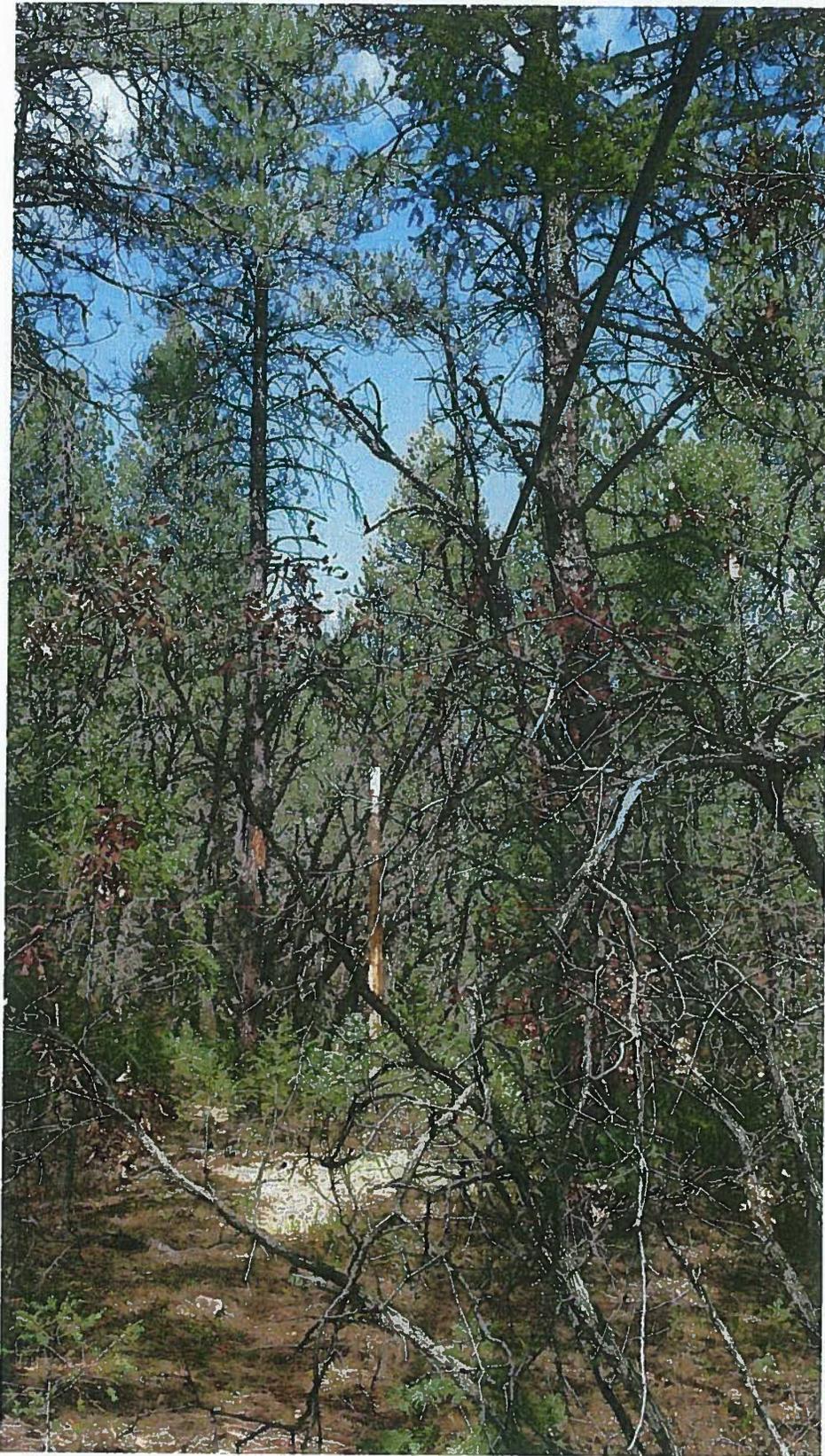
It is recommended that the City of Las Vegas work with the appropriate power utility company to address how to mitigate this situation.

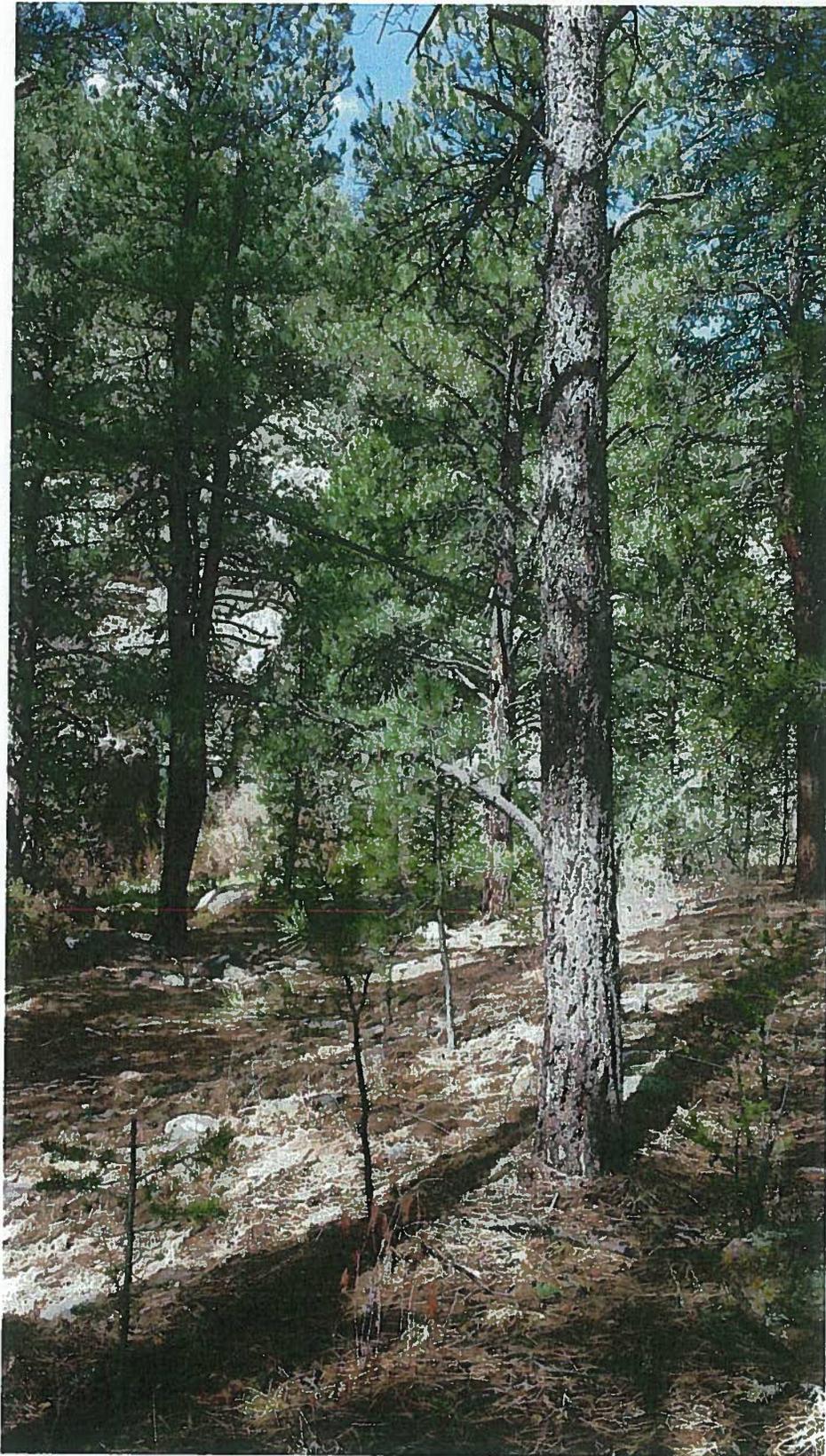
Below are some of the photographs and a map showing the general location of the line shown in the photographs:



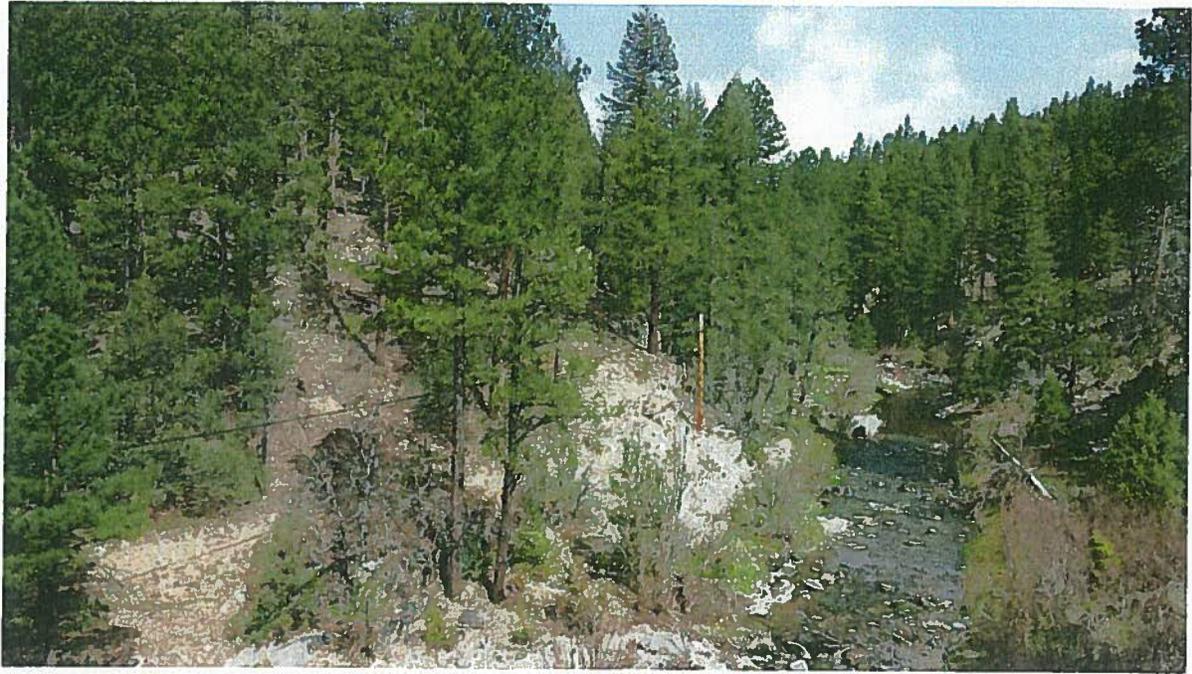




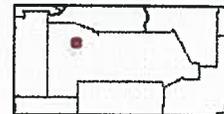
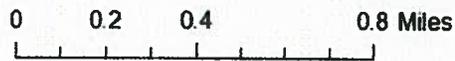
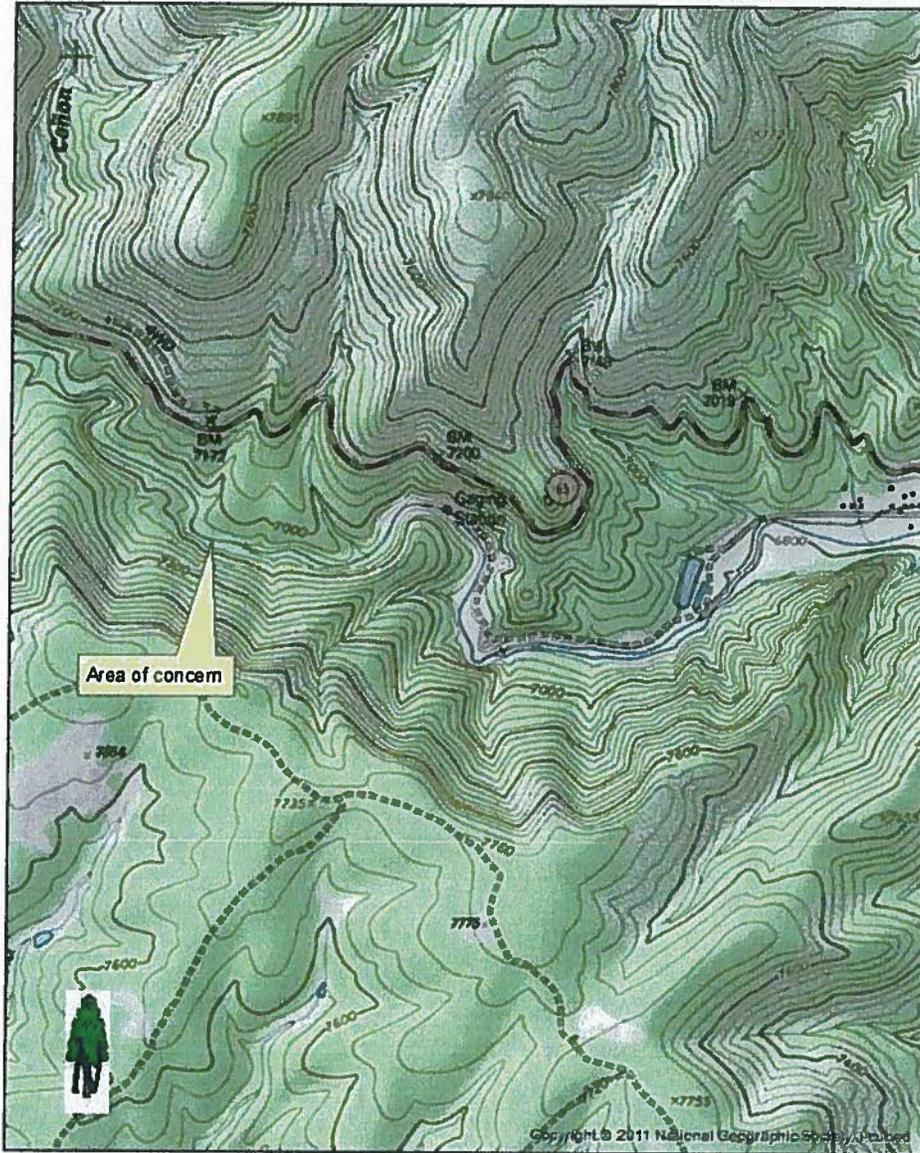




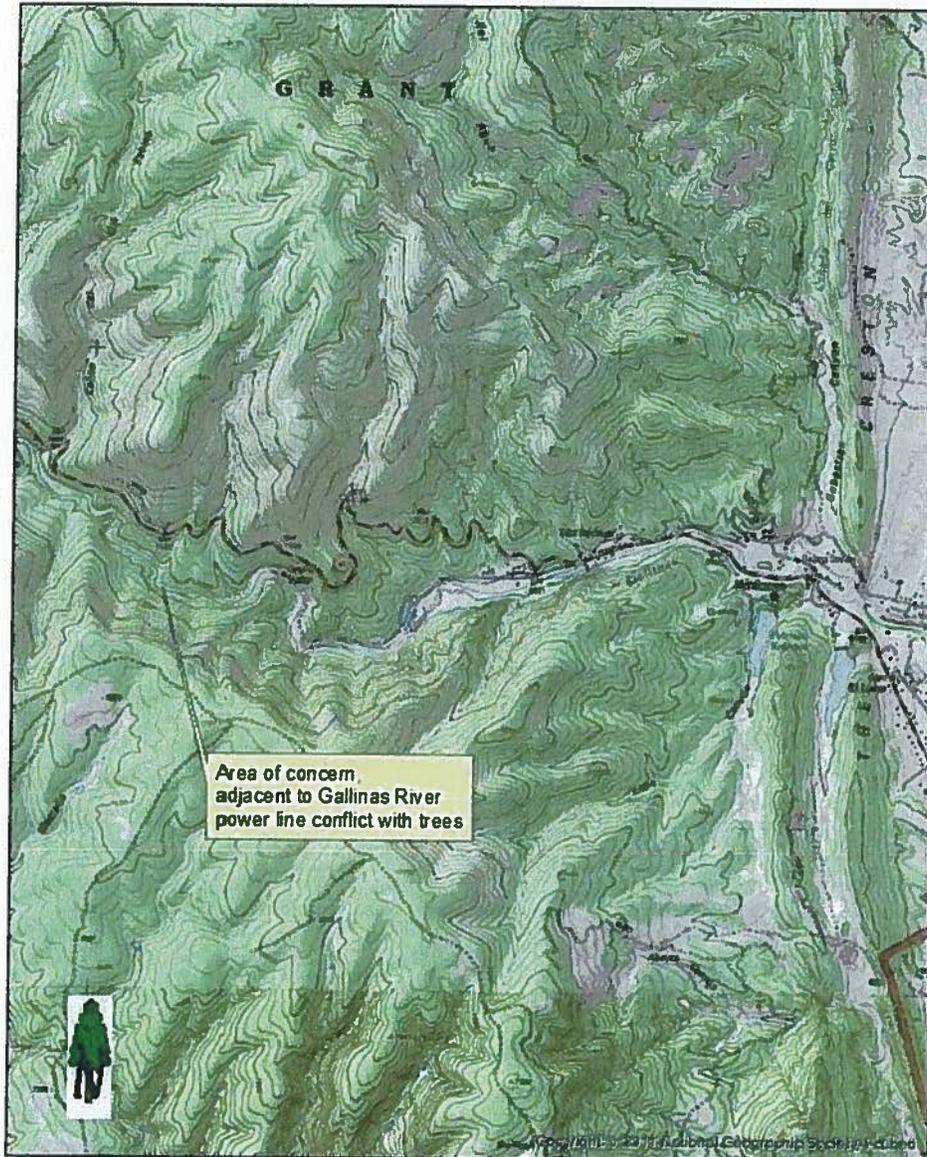




City of Las Vegas, Reservoir Property Gallinas Watershed



City of Las Vegas, Reservoir Property Gallinas Watershed



0 0.4 0.8 1.6 Miles

