



# City of Las Vegas

1700 N. Grand Avenue | Las Vegas, NM 87701 | T 505.454.1401 | [lasvegasnm.gov](http://lasvegasnm.gov)

**Mayor David Romero**

**CITY OF LAS VEGAS**  
**REGULAR CITY COUNCIL MEETING**  
**February 21, 2024–Wednesday– 5:30 p.m.**  
**San Miguel County Chambers**  
**500 W. National Avenue**  
**Las Vegas, NM 87701**

---

***AGENDA***

*City Council Meetings are  
Available via YouTube*

[https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view\\_as=subscriber](https://www.youtube.com/channel/UCNGDVGRRAL0qVevel5JYeRw?view_as=subscriber)

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. **MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
  - Appointment of Morris Madrid to the Utilities Advisory Committee
  - Appointment of Councilor Casey to the San Miguel Chamber of Commerce Board as the City's representative.
  - Appointment of Lucas Marquez, Community Development Director to the MainStreet Board as the City's representative.

---

David Ulibarri  
Councilor Ward I

Michael Montoya  
Councilor Ward 2

Barbara Casey  
Councilor Ward 3

Marvin Martinez  
Councilor Ward 4

**VIII. COUNCILORS' REPORTS**

**IX. POLICE CHIEF'S REPORT**

**X. FINANCE REPORT**

**XI. BUSINESS ITEMS**

1. Request approval of Resolution 24-03, budget adjustment for the 2023-2024 fiscal year.

*Dominic Chavez, Interim Finance Director* The City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include a rev/exp increase to Fund 203 – State Fire Grant in the amount of \$2,868, a rev/exp decrease to Fund 217 – State Legislative Appropriations – AG1016-30-2 PD Recruitment and Retention (Year 1) in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – AG1016-30-2 (Year 2) PD Recruitment and Retention in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – 23-ZH5048-41 (Year 1) PD Recruitment in the amount of \$300,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5345 Kitchen Equipment in the amount of \$130,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5346 Purchase and Equip Vehicles in the amount of \$140,000, a rev/exp increase to Fund 647 – Water Acquisition/Rights in the amount of \$500,000, and an expense increase to Fund 771 ARPA in the amount of \$154,113.

2. Request approval of Lease Agreement between South West Off Road Racing LLC doing business as WeBe Racing Ltd Co. and the City of Las Vegas to lease property west of Rodriguez Park.

*Lucas Marquez, Community Development Director* The sole purpose of this agreement is to lease the property to hold the WeBe Racing Motorcycle Hare Scramble race from March 17, 2024 through March 25, 2024. The Lessee will pay the City a single lump sum of \$3,000.00.

3. Request approval of the restructuring of the Community Development Department Organizational Chart by adding Code Compliance Officer positions and removing from the Police Department.

*Lucas Marquez, Community Development Director* As per the Municipal Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

4. Consideration for emergency funding to Samaritan House in the amount of \$9,500.00.

*Lucas Marquez, Community Development Director* George Lyon with Samaritan House is requesting emergency funding in the amount of \$9,500.00 for general operating expenses.

**XII. EXECUTIVE SESSION**

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (2) Limited personnel matters: Discussion on removal of Community Services Director and Professional Service Contracts for City Manager and City Clerk.

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

### **XIII. EXECUTIVE SESSION ACTION ITEMS**

1. Request the removal of Wanda Salazar as Community Services Director.

*Tim Montgomery, City Manager* As per Municipal Charter, Article V, Section 5.07 Departments. D. Department directors are at-will employees who may be placed on administrative leave or removed by the city manager, subject to a majority vote by the Governing Body. The majority vote by the Governing Body of whether or not to remove a department director shall be recognized and implemented by the City Manager, with said vote constituting a final and conclusive determination regarding the matter.

2. Request approval of the Professional Service Contract for City Manager Tim Montgomery.

*Mayor David Romero* As per the City of Las Vegas Municipal Code, Section 5.01, City Manager – Appointment and General Provisions. A. The Governing Body shall enter into a contract with the City Manager which shall establish, among other matters, compensation, benefits, duties and responsibilities.

3. Request approval of the Professional Service Contract for City Clerk Casandra Fresquez.

*Mayor David Romero* As per City of Las Vegas Municipal Code, Section 5.05. City Clerk. C. The Governing Body shall enter into a contract with the City Clerk which shall establish, among other matters, compensation, benefits, duties and responsibilities.

### **XIV. ADJOURN**

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

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

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



**CITY OF LAS VEGAS SPECIAL JOINT  
COUNCIL MEETING WITH LODGER'S TAX BOARD AGENDA REQUEST FORM**

**Meeting Date:** February 21, 2024

**Date Submitted:** 2/15/24

**Department:** Executive

**Item:** Request appointment of Morris Madrid to the Utilities Advisory Committee.

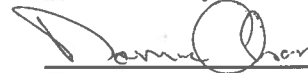
**Fiscal Impact:**

**Attachments:**

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

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

 2/14/24  
Finance Director

  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



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

**Meeting Date:** February 21, 2024

**Date Submitted:** 2/15/24

**Department:** Executive

**Item:** Request approval to appoint Councilor Barbara Casey to the San Miguel Chamber of Commerce Board as the City's Representative.

As per the contract with the San Miguel Chamber of Commerce, the City of Las Vegas may have a non-voting position on the Board of Directors, to be appointed by the Mayor, for the duration of the contract.

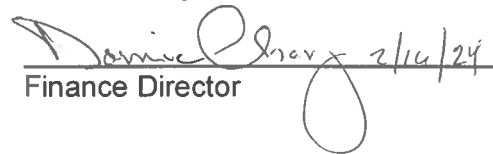
**Fiscal Impact:**

**Attachments:**

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

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

  
Finance Director

  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



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

**Meeting Date:** February 21, 2024

**Date Submitted:** 2/15/24

**Department:** Executive

**Item:** Request approval to appoint Community Development Director, Lucas Marquez to the MainStreet Board as the representative for the City of Las Vegas.

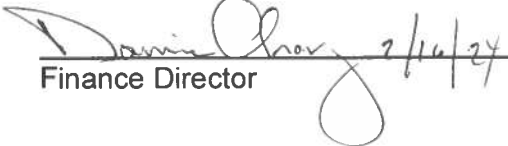
**Fiscal Impact:**

**Attachments:**

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

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

  
Finance Director 2/16/24

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



# CITY OF LAS VEGAS

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



## POLICE DEPARTMENT Interim Chief Caleb Marquez

### MONTHLY REPORT January 2024

#### OPERATIONAL UPDATE(S):

#### I. Field Operations Division (Patrol) dates from January 01 thru 31, 2024.

- a. 321 Traffic Citations
- b. 11 Non Traffic citations
- c. 40 Parking citations issued
- d. 45 Arrests made
- e. 10 Burglary calls 7 offense incident reports made from the 13 burglary calls
- f. 1229 calls for service

#### II. Animal Care Center stats from January 01 thru 31, 2024.

	<u>Dogs</u>	<u>Cats</u>	<u>Total</u>
<b>Beginning Shelter count 1/1/2024</b>	<b><u>61</u></b>	<b><u>26</u></b>	<b><u>87</u></b>
1. Intake from Public (Live Dogs & Cats only)	56	2	58
2. Adoptions	6	6	12
3. Outgoing Transfers to Organizations within Community /Coalition	26	4	30
4. Outgoing Transfers to Organizations outside Community /Coalition	28	0	28
5. Return to owner/Guardian	3	0	3
6. Unhealthy & Untreatable	05	0	5
7. <u>Ending Shelter count</u>	<u>49</u>	<u>18</u>	<u>67</u>





# CITY OF LAS VEGAS

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



## POLICE DEPARTMENT Interim Chief Caleb Marquez

### III. Information Division (Records) numbers only reflect items processed from January 01 thru 31, 2024.

- a. 229 Offense Incident Reports closed
- b. 41 Traffic accident reports closed
- c. 394 Citations were entered
- d. 157 Customers attended
- e. 449 Documents Scanned
- f. 28 City of Las Vegas IPRA's Completed

#### Information Division (Records) continuing to work on:

- o Indexing 2013-2017 reports for destruction order 2023

### IV. Street Crimes- Investigations/Narcotics/Evidence Sections for the month of January 01 thru 31, 2024.

#### Street Crimes Unit Cases:

- a. 11 Assigned Cases (investigated for follow-up)
- b. 13 Self Initiated
- c. 10 Arrest made
- d. 1 Search warrant
- e. 17 Cases Closed

#### Evidence Seized by Investigators

- a. 1 Fentanyl pill

#### Meetings attended by Street Crimes Unit:

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



# CITY OF LAS VEGAS

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



## POLICE DEPARTMENT Interim Chief Caleb Marquez

### V. Evidence Seized by Agents/Investigations/Police Officers throughout the month of January 01 thru 31, 2024.

#### Evidence:

- a. 97 Evidence cases in
  - b. 216 Evidence items turned in
  - c. 32 cases at NMDPS lab
  - d. 3 cases at NMRCFL
  - e. 32 Strip of Suboxone (patrol)
  - f. 10IPRA request CD-R/DVD-R
  - g. 2 Pills Fentanyl
- ❖ Detectives answered 55 calls for service during the month of January. Detectives worked Special Operations “sticky fingers” for 5 days after scheduled work hours due to rise in burglaries reported both residential and automobile.

### VI. Travel/Trainings for the month of January 01 thru 31, 2024.

#### Travel/Training attended:

- Nine (9) information only travels for the month of January 2024
  - Interim Chief, Interim Deputy Chief and Animal Care Manager traveled to Santa Fe, NM on January 16, 2024 for Las Vegas Day.
  - New recruits; Javier Mares and Josue Talamantes along with their supervisor Cdr. Rael traveled to Santa Fe, NM to the NM Law Enforcement Academy to participate in a mandatory Assessment in order to qualify to attend the Basic Officer Training academy. Both officers passed.
- Lieutenant of training and Admin Assistant II attended an Acadis webinar on the process for submitting accredited In-Service training using the Acadis Portal for the New Mexico Law Enforcement Academy on January 30, 2024.



# CITY OF LAS VEGAS

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



## POLICE DEPARTMENT Interim Chief Caleb Marquez

### VII. Recruiting & Vacancies for the month of January 01 thru 31, 2024.

#### Recruitment:

Lieutenant David Lautalo has put together an Active Recruitment list for the month of January 2024.

- **Police Officers-** Five (5) applicants are interested in the vacant position of police officer.
- **Communication Specialist-** Six (6) applicants are interested in the vacant positions of Communication Specialist (Dispatcher).
- **Records Clerk-** Three (3) applicants are interested in the vacant position of Records clerk.
- **Animal Control Officer-** Two (2) applicants are interested for vacant position of Animal Control Officer.

Several applicants were contacted and were emailed the PD packets/application. Several applicants were removed from the recruitment list due to no communication with the recruitment Lieutenant.

Two (2) recruiting opportunities were conducted on January 20<sup>th</sup> and the 27<sup>th</sup>, 2024 at Wal-Mart and Lowes to gather inquiries for potential applicants. The event produced several individuals listed above.

Written tests we conducted for applicants on January 26, 2024.

### VIII. Community Events where officers assisted with traffic control or participated on the event:

- Recruitment event at Wal-Mart Super center on January 20, 2024
- Recruitment event at Lowe's Super Save on Mills on January 27, 2024
- Officer Javier Mares escorted Araceli Infanzon from Hero press On January 30-31, 2024 around town to drop off the Police Department 2024 Calendar to businesses and the community.



# CITY OF LAS VEGAS

318 Moreno Street • Las Vegas New Mexico 87701 • Ph# (505) 425-7504 • Fax # (505) 425-6346



## POLICE DEPARTMENT Interim Chief Caleb Marquez

### Vacancies as of January, 2024:

- a. 1 Chief of Police
- b. 2 Police Lieutenant (Field Ops)
- c. 1 Police Sergeant (Field Ops)
- d. 1 Police Sergeant (Investigations)
- e. 1 Investigator
- f. 1 Narcotics Agent Sergeant(supervisor)
- g. 1 Narcotics Agent
- h. 11 Police Officers
- i. 3 Communication Specialist (Dispatcher) full time
- j. 2 Communication Specialist (Dispatcher) Part- time
- k. 1 Communications Manager
- l. 1 Administrative Aide (will not be filling)
- m. 1 Grants Administrator (will not be filling)
- n. 1 Animal Control Officer
- o. 1 Information Specialist (Records clerk)
- p. 1 Community Service Aide
- q. 1 Full-time Animal Care Tech (Animal Care Center)

**Total: 31 vacancies**

**GENERAL FUND REVENUE COMPARISON**  
**THRU JANUARY 31, 2024 .58% YEAR LAPSED (7 of 12 months)**  
**FISCAL YEAR 2024**

Total Budget to Actual Comparison

	A	B	C	D	E	G (E/B)
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024
PROPERTY TAX	1,902,979	1,530,000	765,000	613,597	671,355	44%
GROSS RECEIPT TAX 1.225	4,602,302	4,720,000	2,360,000	2,372,386	2,936,499	62%
FRANCHISE TAX	972,317	900,000	450,000	350,982	432,500	48%
GROSS RECEIPT TAX .75	3,175,102	3,100,000	1,550,000	1,555,663	1,925,573	62%
1/8 INFRASTRUCTURE	482,269	500,000	250,000	246,062	303,349	61%
GRT .25 (JAN 2011)	1,698,315	1,300,000	650,000	652,372	795,907	61%
INTERSTATE TELECOM/COMP TAX	0	0	0	84,275	63,160	#DIV/0!
LICENSE & FEES	81,674	64,000	32,000	17,612	39,407	62%
INTERGOVERNMENTAL	92,694	85,000	42,500	40,897	48,651	57%
LOCAL-FINES	137,559	121,000	60,500	52,849	51,528	43%
LOCAL-MISC	2,261,547	2,043,700	1,021,850	863,876	1,258,087	62%
<b>TOTAL</b>	<b>15,406,758</b>	<b>14,363,700</b>	<b>7,181,850</b>	<b>6,850,571</b>	<b>8,526,017</b>	<b>59%</b>

(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)

(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

**FISCAL YEAR 2024**

Total Budget to Actual Comparison

	A	B	C	D	E	F	H (E/B) %
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	BDGT
JUDICIAL (4100)	353,638	428,159	214,080	118,243	209,320	218,839	49%
GOVERNING BODY (4210)	65,264	66,870	33,435	30,704	33,672	33,198	50%
MAYOR (4220)	87,975	83,882	41,941	6,588	10,135	73,747	12%
MANAGER (4230)	357,321	371,780	185,890	143,797	143,070	228,710	38%
MUNICIPAL CLERK (4300)	389,766	329,540	164,770	143,132	182,480	147,060	55%
CITY ATTORNEY (4400)	238,356	238,748	119,374	53,374	20,082	218,666	8%
PERSONNEL/HR (4500)	452,666	468,198	234,099	146,645	229,313	238,885	49%
FINANCE (4600)	636,982	643,295	321,648	229,453	337,401	305,894	52%
COMMUNITY DEV. (4700)	645,050	555,983	277,992	236,456	261,451	294,532	47%
POLICE (4800)	4,692,127	5,050,092	2,525,046	1,784,550	1,906,206	3,143,886	38%
CODE ENFORCEMENT (4810)	126,509	360,177	180,089	4,247	118,342	241,835	33%
ANIMAL SHELTER (4900)	474,167	586,559	293,280	131,262	194,365	392,194	33%
FIRE (5000)	1,727,799	2,322,492	1,161,246	654,380	906,759	1,415,733	39%
PUBLIC WORKS/AIRPORT (5100)	892,831	871,430	435,715	270,131	341,418	530,012	39%
PARKS (5110)	546,837	574,355	287,178	265,725	284,079	290,276	49%
LIBRARY (5200)	328,032	432,142	216,071	137,735	184,952	247,190	43%
MUSEUM (5300)	203,387	250,653	125,327	29,506	95,148	155,505	38%
GENERAL SERVICES (5400)	4,029,967	3,531,893	1,765,947	1,460,373	1,771,814	1,760,079	50%
TRANSFERS	1,099,309	1,024,309	512,155	549,500	597,351	426,958	58%
<b>TOTAL</b>	<b>17,347,983</b>	<b>18,190,557</b>	<b>9,095,279</b>	<b>6,395,801</b>	<b>7,827,359</b>	<b>10,363,198</b>	<b>43%</b>

Surplus to Date

698,658

**ENTERPRISE FUNDS-REVENUE COMPARISON**  
**THRU JANUARY 31, 2024 .58% YEAR LAPSED (7 of 12 months)**  
**FISCAL YEAR 2024**

	<u>Total Budget to Actual Comparison</u>					G (E/B) % BUDGET
	A	B	C	D	E	
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	
WASTE WATER (610)	3,921,800	3,321,800	1,660,900	1,912,088	1,822,588	55%
NATURAL GAS (620)	8,037,000	8,037,000	4,018,500	1,783,747	2,694,929	34%
SOLID WASTE (630)	3,705,400	3,440,900	1,720,450	1,766,551	2,037,031	59%
WATER (640)	5,884,220	5,941,591	2,970,796	2,540,368	2,707,833	46%
<b>Total of Enterprise Funds</b>	<b>21,548,420</b>	<b>20,741,291</b>	<b>8,642,205</b>	<b>8,002,754</b>	<b>9,262,381</b>	<b>45%</b>

**ENTERPRISE FUNDS-EXPENDITURES COMPARISON**  
**THRU JANUARY 31, 2024 .58% YEAR LAPSED (7 of 12 months)**  
**FISCAL YEAR 2024**

	<u>Total Budget to Actual Comparison</u>						H (E/B) % BUDGET
	A	B	C	D	E	F	
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	
WASTE WATER(610)	4,205,635	3,786,266	1,893,133	1,374,210	1,910,322	1,875,944	(87,734) 50%
NATURAL GAS (620)	8,815,688	8,788,237	4,394,119	2,536,470	2,678,777	6,109,460	16,152 30%
SOLID WASTE (630)	4,468,402	4,383,168	2,191,584	1,555,824	2,101,001	2,282,167	(63,969) 48%
WATER (640)	6,442,186	6,437,218	3,218,609	2,546,411	1,969,143	4,468,075	738,690 31%
<b>Total of Enterprise Funds</b>	<b>23,931,911</b>	<b>23,394,889</b>	<b>11,697,445</b>	<b>8,012,915</b>	<b>8,659,242</b>	<b>14,735,647</b>	<b>603,139 37%</b>

Surplus to Date                      603,139

**RECREATION DEPARTMENT-REVENUE COMPARISON  
THRU JANUARY 31, 2024 .58% YEAR LAPSED (7 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	G
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	(E/B) % REV
WELLNESS CENTER	120,000	120,572	60,286	34,020	48,061	40%
OPEN SWIM	15,000	15,000	7,500	0	4,778	32%
YABL/ADULT BASKETBALL	25,000	15,000	7,500	0	12,000	80%
SUMMER FUN PROGRAM	120,000	100,000	50,000	19,635	13,266	13%
RECREATION-OTHER	67,500	103,500	51,750	2,846	15,108	93,213 15%
GEN FUND TRANSFER	420,686	420,686	210,343	210,259	245,302	58%
<b>TOTAL</b>	<b>768,186</b>	<b>774,758</b>	<b>387,379</b>	<b>266,760</b>	<b>338,515</b>	<b>44%</b>

**RECREATION DEPARTMENT- EXPENDITURE COMPARISON  
THRU JANUARY 31, 2024 .58% YEAR LAPSED 7 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	F	H
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	(E/B)
EMPLOYEE EXP.	654,420	734,694	367,347	143,329	324,242	410,452	44%
YABL/ADULT BASKETBALL	32,500	10,500	5,250	5,543	788	9,712	8%
OTHER OPERATING EXP.	231,500	182,350	91,175	53,886	57,940	124,410	32%
				0			
<b>TOTAL</b>	<b>918,420</b>	<b>927,544</b>	<b>463,772</b>	<b>202,758</b>	<b>382,969</b>	<b>544,575</b>	<b>41%</b>

Deficit to date (44,454)

**LODGERS TAX PROMOTION - REVENUE COMPARISON  
THRU JANUARY 31, 2024 .58% YEAR LAPSED (7 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	G
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	(E/B) % REV
LODGER'S TAX PROMO	586,400	560,000	280,000	260,121	352,068	63%
LODGER'S TAX - INFRASTRUCTURE	146,600	140,000	70,000	33,319	39,548	28%
<b>TOTAL</b>	<b>733,000</b>	<b>700,000</b>	<b>350,000</b>	<b>293,440</b>	<b>391,616</b>	<b>56%</b>

**LODGERS TAX PROMOTION - EXPENDITURE COMPARISON  
THRU JANUARY 31, 2024 .58% YEAR LAPSED (7 of 12 months)  
FISCAL YEAR 2024**

	A	B	C	D	E	F	H
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	(E/B) % BDGT
EMPLOYEE EXP.	80,700	66,992	33,496		91,485	(24,493)	0%
OPERATING EXPENSES	29,000	40,600	20,300	19,269	33,268	7,332	82%
PUBLICATIONS & ADVERT	417,300	437,000	218,500	139,202	139,348	297,652	32%
CONTRACTUAL SERVICES	66,000	212,400	106,200	25,000	22,500	189,900	11%
CAPITAL OUTLAY	100,000	328,008	164,004	5,804	0	328,008	0%
TRANSFERS	40,000	40,000	20,000	19,992	23,324	16,676	58%
<b>TOTAL</b>	<b>733,000</b>	<b>1,125,000</b>	<b>562,500</b>	<b>209,267</b>	<b>309,925</b>	<b>815,075</b>	<b>28%</b>

Deficit to date                      81,691



**CANNABIS - REVENUE COMPARISON**  
**THRU JANUARY 31, 2024 .58% YEAR LAPSED (7 of 12 months)**  
**FISCAL YEAR 2024**

	A	B	C	D	E	G
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	(E/B) % REV
CANNABIS GRT	100,000	100,000	50,000	53,405	72,733	73%
CANNABIS - CD	0	0	0	0	5,450	#DIV/0!
CANNABIS - PD	0	0	0	0	300	#DIV/0!
<b>TOTAL</b>	<b>100,000</b>	<b>100,000</b>	<b>50,000</b>	<b>53,405</b>	<b>78,483</b>	<b>78%</b>

**CANNABIS - EXPENDITURE COMPARISON**  
**THRU JANUARY 31, 2024 .58% YEAR LAPSED (7 of 12 months)**  
**FISCAL YEAR 2024**

	A	B	C	D	E	F	H
	FY 2023 BUDGET	FY 2024 BUDGET	FY 2024 YTD - BUDGET	FY 2023 YTD - ACTUAL	FY 2024 YTD - ACTUAL	FY 2024 AVAIL. BAL.	(E/B) % BDGT
CANNABIS GRT EXPENSE	100,000	100,000	50,000	1,602	1,880	98,120	2%
<b>TOTAL</b>	<b>100,000</b>	<b>100,000</b>	<b>50,000</b>	<b>1,602</b>	<b>1,880</b>	<b>98,120</b>	<b>2%</b>

Surplus to Date            76,603



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

**Meeting Date:** February 21, 2024

**Date Submitted:** February 9, 2024


**Department:** Finance

**Item/Topic:** Approval of Resolution 24-03, The City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include a rev/exp increase to Fund 203 – State Fire Grant in the amount of \$2,868, a rev/exp decrease to Fund 217 – State Legislative Appropriations – AG1016-30-2 PD Recruitment and Retention (Year 1) in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – AG1016-30-2 (Year 2) PD Recruitment and Retention in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – 23-ZH5048-41 (Year 1) PD Recruitment in the amount of \$300,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5345 Kitchen Equipment in the amount of \$130,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5346 Purchase and Equip Vehicles in the amount of \$140,000, a rev/exp increase to Fund 647 – Water Acquisition/Rights in the amount of \$500,000, and an expense increase to Fund 771 ARPA in the amount of \$154,113.

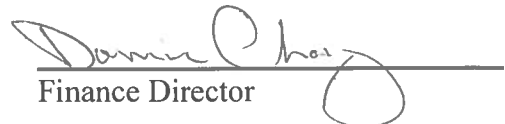
**Fiscal Impact:** A rev/exp increase to Fund 203 – State Fire Grant in the amount of \$2,868, a rev/exp decrease to Fund 217 – State Legislative Appropriations – AG1016-30-2 PD Recruitment and Retention (Year 1) in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – AG1016-30-2 (Year 2) PD Recruitment and Retention in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – 23-ZH5048-41 (Year 1) PD Recruitment in the amount of \$300,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5345 Kitchen Equipment in the amount of \$130,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5346 Purchase and Equip Vehicles in the amount of \$140,000, a rev/exp increase to Fund 647 – Water Acquisition/Rights in the amount \$500,000, an expense increase to Fund 771 ARPA in the amount of \$154,113.

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

Approved For Submittal By:

  
Department Director

Reviewed By:

  
Finance Director

  
City Manager

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

**Resolution No.** \_\_\_\_\_

**Continued To:** \_\_\_\_\_

**Ordinance No.** \_\_\_\_\_ **Referred To:**

**Contract No:** \_\_\_\_\_

**Denied** \_\_\_\_\_

**Approved** \_\_\_\_\_

**Other** \_\_\_\_\_

**CITY OF LAS VEGAS, NEW MEXICO**  
**Resolution No. 24-03**

**A RESOLUTION TO MAKE BUDGET ADJUSTMENT FOR THE**  
**2023-2024**  
**FISCAL YEAR**

**WHEREAS**, the Governing Body of the City of Las Vegas has developed a budget adjustment request for fiscal year 2023-24; and

**WHEREAS**, said budget was developed on basis of increases in revenue, expenditure and transfer (in) out through cooperation with all user departments, elected officials and other department supervisors; and

**WHEREAS**, the City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include rev/exp increase to Fund 203 – State Fire Grant in the amount of \$2,868, a rev/exp decrease to Fund 217 – State Legislative Appropriations – AG1016-30-2 PD Recruitment and Retention (Year 1) in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – AG1016-30-2 (Year 2) PD Recruitment and Retention in the amount of \$112,500, a rev/exp increase to Fund 217 – State Legislative Appropriations – 23-ZH5048-41 (Year 1) PD Recruitment in the amount of \$300,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5345 Kitchen Equipment in the amount of \$130,000, a rev/exp increase to Fund 217 – State Legislative Appropriations - A22G-5346 Purchase and Equip Vehicles in the amount of \$140,000, a rev/exp increase to Fund 647 – Water Acquisition/Rights in the amount of \$500,000 and an expense increase to Fund 771 ARPA in the amount of \$154,113.

**WHEREAS**, the Governing Body finds the budget adjustment request should be as it meets the requirements as currently determined for fiscal year 2023-24; and,

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Las Vegas, that the recitals and any exhibits are incorporated herein by reference and the Governing Body hereby approves the aforementioned budget adjustment request and respectfully requests approval from the Local Governing Division of the Department of Finance and Administration.

ACCEPTED AND APPROVED this day \_\_\_\_\_ of February 2024.

\_\_\_\_\_  
Mayor David G. Romero

ATTEST:

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

CITY OF LAS VEGAS  
 RESOLUTION # 24-03  
 BUDGET ADJUSTMENT REQUEST  
 FISCAL YEAR 2024 as of Feb 21, 2024

RESOLUTION # 24-03	TYLER	DFA	DESCRIPTION	ASSET CASH	REVENUE	EXPENDITURES
STATE FIRE GRANT	203-0000-450-5305	203-20900-0001-47100	STATE ALLOTMENT		\$ 2,868.00	
STATE FIRE GRANT	203-0000-710-8007	203-20900-3002-58080	VEHICLES			\$ 2,868.00
STATE LEGISLATIVE APPROPRIATIONS	217-0000-430-5494	217-21200-0001-47120	PD RECRUIT & RET 22-AG1016-30-2 (YEAR 1 LERR)		\$ (112,500.00)	
STATE LEGISLATIVE APPROPRIATIONS	217-0000-780-8143	217-21200-3001-51062	PD RECRUIT & RET 22-AG1016-30-2 (YEAR 1 LERR)			\$ (112,500.00)
STATE LEGISLATIVE APPROPRIATIONS	217-0000-430-5495	217-21210-0001-47120	PD RECRUIT & RET 22-AG1016-30-2 (YEAR 2 LERR)		\$ 112,500.00	
STATE LEGISLATIVE APPROPRIATIONS	217-0000-780-8144	217-21210-3001-51062	PD RECRUIT & RET 22-AG1016-30-2 (YEAR 2 LERR)			\$ 112,500.00
STATE LEGISLATIVE APPROPRIATIONS	217-0000-430-5496	217-21220-0001-47122	PD RETENTION 23-ZH5048-41 (YEAR 1 LER)		\$ 300,000.00	
STATE LEGISLATIVE APPROPRIATIONS	217-0000-780-8145	217-21220-3001-51020	PD RETENTION 23-ZH5048-41 (YEAR 1 LER)			\$ 300,000.00
STATE LEGISLATIVE APPROPRIATIONS	217-0000-430-5496	217-30300-0001-47499	A22G-5345 KITCHEN EQUIPMENT		\$130,000.00	
STATE LEGISLATIVE APPROPRIATIONS	217-0000-780-8129	217-30300-2002-58020	A22G-5345 KITCHEN EQUIPMENT			\$130,000.00
STATE LEGISLATIVE APPROPRIATIONS	217-0000-430-5497	217-30300-0001-47499	A22G-5346 PURCHASE AND EQUIP VEHICLES		\$140,000.00	
STATE LEGISLATIVE APPROPRIATIONS	217-0000-780-8131	217-30300-2002-58080	A22G-5346 PURCHASE AND EQUIP VEHICLES			\$140,000.00
WATER ACQUISITION/RIGHTS	647-0000-450-5505	647-50100-0001-46060	PHOENIX RANCH/QUINTANA WATER LEASE		\$ 500,000.00	
WATER ACQUISITION/RIGHTS	647-0000-610-7374	647-50100-6003-58060	PHOENIX RANCH/QUINTANA WATER LEASE			\$ 500,000.00
ARPA	771-0000-700-8021	771-26000-2002-54999	NM & RIO ARRIBA TO VALENCIA WATER LINE	\$ 154,113.00		\$ 154,113.00
TOTALS				\$ 154,113.00	\$ 1,072,868.00	\$ 1,226,981.00

Invoice No: 142024 FY24 2nd Distribution



**Michelle Lujan Grisham**  
Governor

**Ali Rye**  
Deputy Cabinet Secretary

**Major General Miguel Aguli**  
Cabinet Secretary

**Randy Varela**  
State Fire Marshal

**DEPARTMENT OF HOMELAND SECURITY  
AND EMERGENCY MANAGEMENT**

**Thursday, January 4, 2024**

**Las Vegas**  
604 Legion Drive  
Las Vegas, NM 87701

Remit To: Las Vegas  
1700 N Grand Ave  
Las Vegas, NM 87701

**Ref: 2nd Fiscal Year 2024 (FY 24) Fire Protection Fund Distribution for the Las Vegas Fire Department.**

The Department of Homeland Security will be distributing the Fire Protection Fund on a bi-annual basis for Fiscal Year 24.

**NMFA payments, for outstanding department loans, are paid in full during the first funding allocation.**

The bi-annual distribution dates for the Fire Protection Fund Fiscal year 2024 will be as follows:

- **1st bi-annual allocation/distribution** - On August 15<sup>th</sup> a 50% distribution of the total amount will be allocated to the municipality or district.
- **2nd bi-annual allocation/distribution** - On February 15<sup>th</sup> a 50% distribution of the total amount will be allocated to the municipality or district.

*The Bi-Annual Allocation/Distribution is based on the revenue received into the state of New Mexico for the FY 24 Fire Protection Fund.*

Fiscal Year 2024 2nd bi-annual Fire Protection Fund allotment/distribution to your fire departments is enclosed in the amount of \$171,785.00.

Please refer to the Table below for your complete FY24 Fire Protection Fund **Second Allotment** amounts.

Las Vegas

FY 24

Second Bi-Annual Allotment

Fire Protection Fund Distribution

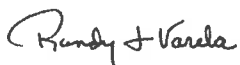
Fire Department	Total Distribution	NMFA Amount	Adjusted Total to Dept	Paid First Allotment August FY24 50% of Original Total to Department	Second Allotment February FY24 50% of Adjusted Total to Department: Increase <b>\$2,868.00</b>
Las Vegas	\$358,231.00	\$17,529.00	\$340,702.00	\$168,917.00	\$171,785.00

The amount allocated covers the period from July 1<sup>st</sup> 2023, through June 30<sup>th</sup> 2024, and shall be expended only for the maintenance of the fire department, the purchase, construction, repair and operation of its fire stations, fire apparatus and equipment, the payment of insurance premiums on fire stations, substations, fire apparatus and equipment, and insurance premiums for injuries or death of firefighters as otherwise provided by law. Such funds are to be expended at the direction of the Chief of each fire department in accordance with the provisions of the Public Purchases Act, the Fire Protection Fund Act, and the State Fire Marshal's Rules and Regulations to the Act.

*\*Please be reminded that during the 2017 regular legislative session, House Bill 4 was enacted (Laws 2017, Chapter 1). Section 8 of House Bill 4 created requirements that the State Fire Marshal must follow in making a determination and certification of needs pursuant to Section 59A-53-3 NMSA 1978 and distributions pursuant to Sections 59A-53-4 and 59A-53-5.1, which pertain to the Fire Protection Fund. Specifically, the bill required the State Fire Marshal to coordinate with the Department of Finance and Administration (DFA), the New Mexico Finance Authority, Office of the State Treasurer, the New Mexico Municipal League and the New Mexico Association of Counties, regarding a periodic allotment schedules.*

Please contact me if you have any questions or concerns, at 505-709-8150 or via email at [randy.varela@dhsem.nm.gov](mailto:randy.varela@dhsem.nm.gov).

Respectfully,



Randy Varela  
State Fire Marshal

Cc: Mayor of Las Vegas



		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percen Remainin
<b>Fund: 203 - STATE FIRE /GRANT</b>							
<b>Revenue</b>							
<u>203-0000-450-5305</u>	STATE ALLOTMENT	378,725.00	337,834.00	0.00	10,974.00	-326,860.00	96.75 %
<u>203-0000-450-5309</u>	STATE GRANT	0.00	0.00	0.00	318,917.00	318,917.00	0.00 %
<u>203-0000-450-5500</u>	INTEREST EARNED	1,000.00	1,000.00	0.00	727.04	-272.96	27.30 %
	<b>Revenue Total:</b>	<b>379,725.00</b>	<b>338,834.00</b>	<b>0.00</b>	<b>330,618.04</b>	<b>-8,215.96</b>	<b>2.42 %</b>
<b>Expense</b>							
<u>203-0000-710-7101</u>	OFFICE SUPPLIES	1,000.00	1,000.00	0.00	226.80	773.20	77.32 %
<u>203-0000-710-7103</u>	JANITORIAL	1,000.00	2,625.54	0.00	2,625.54	0.00	0.00 %
<u>203-0000-710-7106</u>	SAFETY	2,000.00	1,855.90	0.00	0.00	1,855.90	100.00 %
<u>203-0000-710-7112</u>	TOOLS	1,500.00	1,500.00	0.00	0.00	1,500.00	100.00 %
<u>203-0000-710-7201</u>	SUPPLIES - VEHICLE FUEL	25,000.00	25,000.00	0.00	14,544.28	10,455.72	41.82 %
<u>203-0000-710-7202</u>	TRAVEL EXPENSE	10,000.00	10,000.00	0.00	1,389.54	8,610.46	86.10 %
<u>203-0000-710-7203</u>	TRAINING/SEMINARS	5,000.00	8,000.00	0.00	161.25	7,838.75	97.98 %
<u>203-0000-710-7305</u>	OTHER PROFESSIONAL SERV	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<u>203-0000-710-7310</u>	SUBSCRIPTIONS & DUES	500.00	23,140.00	0.00	20,373.20	2,766.80	11.96 %
<u>203-0000-710-7312</u>	UNIFORMS	8,000.00	8,578.00	0.00	0.00	8,578.00	100.00 %
<u>203-0000-710-7401</u>	MAINT OF BLD & GROUNDS	10,000.00	10,000.00	0.00	9,114.84	885.16	8.85 %
<u>203-0000-710-7402</u>	MAINT OF FURN & EQUIP	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00 %
<u>203-0000-710-7403</u>	MAINT OF TOOLS & EQUIP	7,500.00	4,800.00	0.00	0.00	4,800.00	100.00 %
<u>203-0000-710-7408</u>	MAINT OF ROAD EQUIPMENT	30,000.00	35,000.00	0.00	6,806.60	28,193.40	80.55 %
<u>203-0000-710-7511</u>	FIRE PREVENTION	3,000.00	12,650.00	0.00	12,142.71	507.29	4.01 %
<u>203-0000-710-7523</u>	FURN & EQUIP <1000	3,000.00	2,950.00	0.00	599.97	2,350.03	79.66 %
<u>203-0000-710-7560</u>	INTEREST EXPENSE	0.00	118.56	0.00	118.56	0.00	0.00 %
<u>203-0000-710-8002</u>	OFF FURN & EQUIP >\$1000	6,000.00	4,000.00	0.00	2,683.08	1,316.92	32.92 %
<u>203-0000-710-8004</u>	EQUIPMENT	195,176.00	131,458.00	0.00	49,944.29	81,513.71	62.01 %
<u>203-0000-710-8007</u>	VEHICLES	245,000.00	360,109.00	0.00	0.00	360,109.00	100.00 %
<u>203-0000-890-9808</u>	TO 338/NMFA FIRE EQUIP	33,528.00	33,528.00	0.00	10,974.00	22,554.00	67.27 %
	<b>Expense Total:</b>	<b>591,204.00</b>	<b>680,313.00</b>	<b>0.00</b>	<b>131,704.66</b>	<b>548,608.34</b>	<b>80.64 %</b>
	<b>Fund: 203 - STATE FIRE /GRANT Surplus (Deficit):</b>	<b>-211,479.00</b>	<b>-341,479.00</b>	<b>0.00</b>	<b>198,913.38</b>	<b>540,392.38</b>	<b>158.25 %</b>
	<b>Report Surplus (Deficit):</b>	<b>-211,479.00</b>	<b>-341,479.00</b>	<b>0.00</b>	<b>198,913.38</b>	<b>540,392.38</b>	<b>158.25 %</b>



State of New Mexico Local Government Budget Management System (LGBMS)  
 Budget Recap - Fiscal Year 2023-2024  
 Las Vegas (City) - Final - Approved  
 Printed from LGBMS on 2024-02-08 11:25:10

Fund	Cash	Investments	Revenues	Transfers	Expenditures	Balance	Reserves	Adjusted Balance
11000 General Operating Fund	7,496,097.00	1,619,693.00	14,349,700.00	-1,024,309.00	16,656,646.00	5,784,535.00	1,388,053.83	4,396,481.17
20100 Corrections	95,168.00	0.00	35,000.00	0.00	90,000.00	40,168.00	0.00	40,168.00
20600 Emergency Medical Services	52,268.00	0.00	15,000.00	0.00	15,000.00	52,268.00	0.00	52,268.00
20700 E-911 Fund	0.00	0.00	492,434.00	0.00	492,434.00	0.00	0.00	0.00
20900 Fire Protection	721,877.00	0.00	338,834.00	-33,528.00	557,676.00	469,507.00	0.00	469,507.00
21100 Law Enforcement Protection	41,778.00	0.00	132,500.00	0.00	132,500.00	41,778.00	0.00	41,778.00
21200 Laws of FY22 LERR (YEAR 1)	0.00	0.00	112,500.00	0.00	112,500.00	0.00	0.00	0.00
21210 Laws of FY22 LERR (YEAR 2)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21220 Laws of 2023-Recruitment-LER	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21400 Lodgers' Tax	1,219,777.00	0.00	700,000.00	-40,000.00	1,085,000.00	794,777.00	0.00	794,777.00
21600 Municipal Street	264,358.00	0.00	1,272,000.00	-15,654.00	1,463,771.00	56,933.00	0.00	56,933.00
21700 Recreation	152,786.00	0.00	394,500.00	420,686.00	967,810.00	162.00	0.00	162.00
21800 Intergovernmental Grants	0.00	0.00	1,243,177.00	0.00	1,235,061.00	8,116.00	0.00	8,116.00
21900 Senior Citizens	268,402.00	0.00	1,348,752.00	100,000.00	1,477,888.00	239,266.00	0.00	239,266.00
26000 American Rescue Plan Act	607,357.00	0.00	0.00	0.00	607,357.00	0.00	0.00	0.00
27000 LG Abatement Opioid Fund	207,106.00	0.00	200,000.00	0.00	200,000.00	207,106.00	0.00	207,106.00
28000 Cannabis Regulation Act	105,324.00	0.00	100,000.00	0.00	100,000.00	105,324.00	0.00	105,324.00
29900 Other Special Revenue	1,379,773.00	0.00	537,428.00	25,000.00	766,903.00	1,175,298.00	0.00	1,175,298.00
30300 State Legislative Appropriation Project	0.00	0.00	13,875,216.00	0.00	13,875,216.00	0.00	0.00	0.00
30400 Road/Street Projects	3,600,904.00	0.00	3,824,686.00	0.00	6,170,195.00	1,255,395.00	0.00	1,255,395.00
30500 Gross Receipts Tax Proceeds Project	1,054,363.00	0.00	712,000.00	-368,450.00	343,550.00	1,054,363.00	0.00	1,054,363.00
39900 Other Capital Projects	507,536.00	0.00	2,305,487.00	215,654.00	2,677,997.00	350,680.00	0.00	350,680.00

BAR from 21200 into 21210

REIMBURSING AGENCY: Department of Finance and Administration

**RECIPIENT:**

City of Las Vegas

<b><u>APPROPRIATION NUMBER:</u></b>	<b><u>TOTAL ALLOCATION AMOUNT:</u></b>	<b><u>REVERSION DATE:</u></b>
22-ZG1016-30-2	\$281,250.00	June 30, 2024

**ALLOCATION PURPOSE**

Two hundred eighty-one thousand two hundred fifty dollars and zero cents over three years to be utilized for recruitment and retention stipends. The second allocations will be disbursed within 5 business days of execution of this agreement.

**ALLOCATION DISBURSEMENT**

The remaining allocation amount, after receiving the first-year allocation in fiscal year 2023, will be disbursed as follows. The second-year allocated funds will be disbursed up to \$112,500 in fiscal year 2024, and the third-year allocated funds will be disbursed up to \$56,250 in fiscal year 2025. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement.

Funds for the second disbursement must be expended by June 30, 2024; and the third disbursement will be made in August 2024 to be expended by June 30, 2025. Any amount not expended in each of the remaining two years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Report, providing updates on expenditures for recruitment and retentions stipends.


**CERTIFICATION**

I hereby certify that the City of Las Vegas

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

  
 \_\_\_\_\_  
 Local Law Enforcement Agency

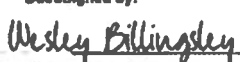
9/12/2023  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Authorized Local Governing Body Authority

9/13/23  
 \_\_\_\_\_  
 Date

**APPROVAL**

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for the second-year disbursement for appropriation number 22-ZG1016-30-2 in the amount of \$112,500.00.

  
 \_\_\_\_\_  
 Local Government Director

9/13/2023  
 \_\_\_\_\_  
 Date

---

**wd: LERRF Quarter 1 Report (22-ZG1016-XX-2)**

---

Quintana, Bianca, DFA <bianca.quintana@dfa.nm.gov>  
o: June Tafoya-Cordova <jtafoya@lasvegasnm.gov>  
c: "cmarquez@lasvegasnm.gov" <cmarquez@lasvegasnm.gov>

Wed, Jan 3, 2024 at 9:1

Good Morning,

The attached quarter report is for the LERF 23-ZH5048-41.

I need the correct quarter 1 report for the LERRF 22-ZG1016-30-2.

They are two different grants that each require quarterly reports.

Thank you,

*Bianca Quintana*

E911 Program Manager

Local Government Division

505-231-3052



**New Mexico**  
**Department of Finance**  
**and Administration**



**From:** June Tafoya-Cordova <jtafoya@lasvegasnm.gov>  
**Sent:** Tuesday, January 2, 2024 4:39 PM  
**To:** Quintana, Bianca, DFA <bianca.quintana@dfa.nm.gov>  
**Cc:** cmarquez@lasvegasnm.gov  
**Subject:** [EXTERNAL] Re: LERRF Quarter 1 Report (22-ZG1016-XX-2)

---

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

---

[Quoted text hidden]

Agreement / Contract  
No. 4027-23  
City of Las Vegas  
Date  
Business Unit: 341

REIMBURSING AGENCY: Department of Finance and Administration

RECIPIENT:

City of Las Vegas

<u>APPROPRIATION NUMBER:</u>	<u>TOTAL ALLOCATION AMOUNT:</u>	<u>REVERSION DATE:</u>
23-ZH5048-41	\$525,000.00	June 30, 2024

ALLOCATION PURPOSE

Five Hundred and Twenty Five Thousand Dollars and Zero Cents over three years to hire law enforcement/support positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed 100% up to \$300,000 the first year, 50% up to \$150,000 the second year, and 25% up to \$75,000 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

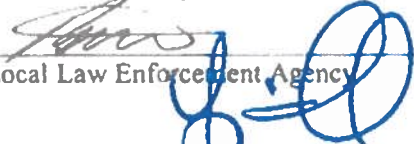
Funds for the first disbursement must be expended from July 1, 2023, through June 30, 2024; the second 50% disbursement will be made in August 2024 to be expended by June 30, 2025; and the last disbursement of 25% will be made in August 2025 to be expended by June 30, 2026. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Law Enforcement Recruitment Report, providing updates on the hiring of law enforcement/support positions.

CERTIFICATION

I hereby certify that the City of Las Vegas

- Will only use the allocated funds to carry out and/or perform activities described in allocation language.
- Will follow the procedure described in "Allocation Reporting" of allocated funds.

  
 Local Law Enforcement Agency  
 \_\_\_\_\_  
 Authorized Local Governing Body Authority

9.25.2023  
 Date  
10/11/23  
 Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 23-ZH5048-41 in the amount of \$525,000.00.

DocuSigned by:  
  
 0601c2485868460  
 Wesley Billingsley  
 Director, Local Government Division

October 16, 2023 | 4:02 PM PDT  
 \_\_\_\_\_  
 Date



Proposed Law Enforcement Position Form

Position Title	Number of Positions
Commissioned Law Enforcement Officers	20
Dispatchers	3
Police Administrative Personnel	
Civilian Crime Scene Technicians	
Evidence Custodians	
Records Custodians	
Forensic Laboratory Personnel	
Public Service Aides	1
Criminal Investigators	
Investigate Analysts	
Intelligence Analysts	
Unmanned Aerial Vehicle Operators	
Information Technology/Professional Positions	
Other	
Other	
Other	
<b>Total*</b>	<b>24</b>

\*The number of positions listed on this form should match the requested total on your application.

\* Notes

11 officers (Vacant)

5 Command Staff (Vacant)

4 Officer positions Frozen

---

20 Commissioned Law Enforcement Officers



Fwd: Law Enforcement Funding Agreement - City of Las Vegas

1 message

Antonio Salazar <asalazar@lasvegasnm.gov>  
To June Tafoya <jcordova@lasvegasnm.gov>

M

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

From: Montoya, Melody, DFA <Melody.Montoya@dfa.nm.gov>  
Date: Fri, Sep 22, 2023 at 4:06 PM  
Subject: Law Enforcement Funding Agreement - City of Las Vegas  
To: asalazar@lasvegasnm.gov <asalazar@lasvegasnm.gov>, Mayor Louie Trujillo <mayor.louie.trujillo@lasvegasnm.gov>, Ansley, Joy <ansley@co.sanmiguel.nm.us>  
Cc: Quintana, Bianca, DFA <bianca.quintana@dfa.nm.gov>

Dear Mayor/ City/County Manager - Law Enforcement representative

On behalf of the State of New Mexico, please find the attached Grant Agreement and Quarterly Report Form for the Law Enforcement Recruitment Fund (LERF) from the 2023 Legislative Session. **Please send the signed Grant Agreement back to Melody.Montoya@dfa.nm.gov, together with evidence of approval from the local governing body (resolution/approval) acknowledging the funds were accepted at your earliest convenience. A copy of the Grant Agreement will be returned to you once it is fully executed.**

Please note The Grant Agreement is not final until all signatures are completed.

Remember that funding will be disbursed and should be fully expended each year and any balances remaining at the end of each fiscal year will be reallocated. The quarterly report must be submitted each quarter to stay in compliance and avoid losing the 2<sup>nd</sup> and 3<sup>rd</sup> year allocations. Below you will find the account codes to help you budget the funds.

Fund 21400- Law of FY23 Law Enforcement Recruitment Fund - LERF

FUND	DEPARTMENT	OBJECT DESCRIPTION	APPLICABLE TO ENTITIES
Revenue COA			
21400 Laws of 2023 Retention & Recruitment-LERR	0001 No Department	47120 State - Law Enforcement Appropriation	C & M County and Municipalities
Expenditures COA			
21400 Laws of 2023 Retention & Recruitment-LERR	3001 Law Enforcement	51020 Salaries - Full-Time Positions	ALL Entity Types
Transfers			
21400 Laws of 2023 Retention & Recruitment-LERR	0001 No Department	61100 Transfers In	ALL Entity Types
21400 Laws of 2023 Retention & Recruitment-LERR	0001 No Department	61200 Transfers Out	ALL Entity Types
21400 Laws of 2023 Retention & Recruitment-LERR	0001 No Department	21001 Payables	ALL Entity Types
21400 Laws of 2023 Retention & Recruitment-LERR	0001 No Department	12001 Receivables	ALL Entity Types

If you have any questions regarding the budget, do not hesitate to reach out to your budget analyst or the Budget Analyst Supervisor Cordy Chavez at [Cordelia.Chavez@dfa.nm.gov](mailto:Cordelia.Chavez@dfa.nm.gov)

If you have general questions regarding the Grant Agreement, please reach out to Bianca Quintana at [bianca.quintana@dfa.nm.gov](mailto:bianca.quintana@dfa.nm.gov) or NM 911 Bureau Chief, Stephen Weinkauff at [Stephen.Weinkauff@dfa.nm.gov](mailto:Stephen.Weinkauff@dfa.nm.gov)

Respectfully

**Melody Montoya**

**Office Manager**

Local Government Division

**Please note my new email address**

[melody.montoya@lga.nv.gov](mailto:melody.montoya@lga.nv.gov)

o. 505-827-8051

**The City of Las Vegas values responsiveness and commits to respond to all email and phone calls within 24 hours**

This communication is the property of **The City of Las Vegas** and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

3 attachments



**New Mexico**  
Department of Finance and Administration image001.png  
53K



**New Mexico**  
Department of Finance and Administration image001.png  
53K



Las Vegas 23-ZH5048-41.pdf  
172K





## **FY24 Law Enforcement Recruitment Fund**

DFA invites NM law enforcement agencies to apply for salary funding to recruit commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts.

### **When?**

Law enforcement agencies must apply for funding by 5pm on August 4, 2023.

### **Where?**

<https://www.nmdfa.state.nm.us/law-enforcement-recruitment-fund/>

### **How?**

There is a two step process for applying:

- Application
- Submission of Proposed Law Enforcement Position Form to [law.enforcement@dfa.nm.gov](mailto:law.enforcement@dfa.nm.gov)

## **FAQ**

### ***Can these funds be used for retention?***

No. These funds are for recruiting and paying for salaries of commissioned law enforcement officers and civilian personnel who directly support commissioned law enforcement officers and crime reduction efforts.

### ***Will the funds go directly to the law enforcement agency?***

No. By law, DFA must allocate funds to the local governing body.

### ***Does being awarded last year affect me for applying for these funds?***

No. This is a new fund for new and vacant positions.

### ***Are benefits for their salaries covered with these funds?***

Yes. You may use the funds to cover salaries and benefits up to the amount you are allocated.

### ***Can we do recruitment bonus/incentives to attract people?***

No. There are separate funding programs for this.

### ***Can different departments apply under one application?***

Yes. Your local governing body can submit an application on behalf of multiple departments.

## **Allocation Disbursement**

**1st Year Allocation - 100%**

**2nd Year Allocation - 50%**

**3rd Year Allocation - 25%**

## **Recruitment Positions**

### **Funds can be used:**

- To fill Law Enforcement officer or support positions.
- To create new Law Enforcement officer or support positions.

### **Type of allowable positions:**

- Commissioned Law Enforcement Officers
- Dispatchers
- Police Administrative Personnel
- Civilian Crime Scene Technicians
- Evidence Custodians
- Records Custodians
- Forensic Laboratory Personnel
- Public Service Aides
- Criminal Investigators
- Investigate Analysts
- Intelligence Analysts
- Unmanned Aerial Vehicle Operators
- Information Technology/Professional Positions
- Other

**STATE OF NEW MEXICO  
AGING AND LONG-TERM SERVICES DEPARTMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this 13<sup>th</sup> day of December, 2023, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and City of Las Vegas, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

WHEREAS, in the Laws of 2022, Chapter 55, Section 10, Paragraph 46, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

**AGREEMENT**

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

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

A22G-5345 \$130,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2026  
Laws of 2022, Chapter 55, Section 10, Paragraph 46, one hundred thirty thousand dollars, (\$130,000.00), to purchase and install meals equipment and other equipment for the Las Vegas senior center in Las Vegas in San Miguel county.

The Grantee's total reimbursements shall not exceed one hundred thirty thousand dollars(\$130,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places, zero dollars (\$0.00)<sup>1</sup>, if applicable, which equals one hundred thirty thousand dollars (\$130,000.00).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

---

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Vegas  
Name: Leo J. Maestas  
Title: City Manager  
Address: 500 W National Ave., Ste. 200, Las Vegas, NM 87701  
Email: lmaestas@lasvegasnm.gov  
Telephone: 505-454-1401

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Las Vegas  
Name: Wanda Salazar  
Title: Senior Center Manager  
Address: 1700 North Grand Ave, Las Vegas, NM 87701,  
Email: [wsalazar@lasvegasnm.gov](mailto:wsalazar@lasvegasnm.gov)  
Telephone: 505-425-9139

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department  
Name: Monica Cordova/Elizabeth Chavez  
Title: Project Coordinator/Capital Outlay Bureau Chief  
Address: 2550 Cerrillos Road, Santa Fe, NM 87505  
Email: [monica.cordova@altsd.nm.gov](mailto:monica.cordova@altsd.nm.gov)/[elizabeth.chavez@altsd.nm.gov](mailto:elizabeth.chavez@altsd.nm.gov)  
Telephone: 505-709-7982 / 505-365-3804

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2026, the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended, and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**



**A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

**B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. Database Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. **Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.



**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
  - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
  - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
  - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
  - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B.** The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
  - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
  - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
  - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
  - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
  - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

**ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the

subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

#### **ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Vegas may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Vegas's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Vegas or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Vegas or the Department."

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Las Vegas may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Vegas] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

#### **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:
1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
  2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  3. timely submit all required financial reports to its budgetary oversight agency (if any); and
  4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.
- B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:
1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
  4. terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

  
\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

*City of Las Vegas*  
\_\_\_\_\_  
Entity Name

By: *Leo J. Maestas.*  
\_\_\_\_\_  
(Type or Print Name)

Its: *City Manager*  
\_\_\_\_\_  
(Type or Print Title)

*10/6/23*  
\_\_\_\_\_  
Date

**AGING AND LONG-TERM SERVICES DEPARTMENT**

  
\_\_\_\_\_  
By:

Its: Cabinet Secretary or Designee

*12/13/2023*  
\_\_\_\_\_  
Date



**EXHIBIT 1**  
**ALTSD CAPITAL OUTLAY GRANT**  
**MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT**

MONTHLY REPORT  PROJECT TITLE: \_\_\_\_\_ PAY REQUEST NO. \_\_\_\_\_

Grantee: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Grant Expiration Date: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Preparer's Name & Phone Number: \_\_\_\_\_

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold  Plan Design  Bid Documents  Construction/Improvements/Renovation in Process   
 Purchase in Process  Substantial Completion  Project Complete  Other (Please specify in narrative section)

Provide a project update and the anticipated timeline for commencement and completion for each phase. (Attach extra sheet if needed)

**REQUEST FOR PAYMENT**

Grant Amount: \_\_\_\_\_  
 AIPP Amount Available: \_\_\_\_\_  
 Funds Requested to Date: \_\_\_\_\_  
 Amount Requested This Payment: \_\_\_\_\_  
 Grant Balance: \_\_\_\_\_

**VENDOR INVOICE DETAIL (Attach extra sheet if needed)**

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
Amount Requested This Payment:			

**FINAL REPORT**   
 Fiscal Year Expenditure Period Ending  
 (check one)  
 Jan-Jun  Jul-Dec   
 Fiscal Year \_\_\_\_\_

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

**CERTIFICATION:** Under penalty of law, I hereby certify to the best of my knowledge and belief the above information is correct, expenditures are properly documented, are valid expenditures or actual receipts, and comply with NM State Procurement Code NMISA 13-1-21 through 13-1-29, and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Fiscal Officer Signature & Printed Name \_\_\_\_\_

Grantee Representative Signature & Printed Name (If Separate) \_\_\_\_\_

**STATE AGENCY USE ONLY**

I hereby certify that the ALTSD Financial and Vendor file information agrees with the above submitted information.

ALTSD Fiscal \_\_\_\_\_

Date \_\_\_\_\_

ALTSD Vendor Database Manager \_\_\_\_\_

Date \_\_\_\_\_



**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

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

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

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

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



## OPTIONAL ATTACHMENT A SPECIAL CONDITIONS

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, City of Las Vegas.

**Procurement** - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

**Budget** - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

**Capital Assets** - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

**Travel and Per Diem** - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

**Timely Audits** - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

**Cash Management** - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the City of Las Vegas's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

**SCOPE OF WORK**

**PROJECT DESCRIPTION FORM**  
**SCOPE OF WORK (SOW)**

1. **Name of Grantee/ Fiscal Agent:** The City of Las Vegas
2. **Project Title:** Las Vegas Senior Center-Equipment
3. **Grant Agreement Number:** A22-G5345
4. **Background Narrative:** The Las Vegas Senior Center is preparing meals approximately 700 meals per day for Congregate and Home Delivery. The Double Deck ovens are beginning to show signs of wear and are at the point of needing to be replaced. The hope is to replace the 1 set of Double Deck Convection Ovens with 2 sets of Double Deck Convection Ovens; replacing a 2016 single Deep Fryer with a Double Deep Fryer; and replacing the old Potato Peeler with a new Potato Peeler to add to the array of cooking equipment.
5. **Work Plan:** The \$130,000 awarded will allow for the purchase of 2 sets of Double Deck Convection Ovens, a Double Deep Fryer, and a Potato Peeler, to accommodate the meal preparations needed daily. The hope is to put in the order as soon as a PO is created following the procurement process and approval with an NOO for Aging and Long Term Services. When the Equipment is received, payment will then be made to the vendor and reimbursement will then be requested from ALTSD.

6. **Budget Detail:**

Project Cost Activities <i>(These are only examples. Insert activities specific to the proposed project.)</i>	Other Funds	State Funds
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		
Meals Equipment *NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.		\$130,000.00
Vehicle Purchase		
Other Costs (specify)		
AIPP (if applicable)		
<b>Totals</b>		<b>\$130,000.00</b>

7. **Performance Measures:** The Risk/Health and Safety of the Seniors and the improved quality of the food is the positive Performance Measures we are looking for.
8. **Results Expected:** The results are to purchase 2 Double Deck Convection Ovens, a Double Deep Fryer, and a Potato Peeler to assure staff have the equipment they need to prepare the 700 meals daily. This

will also allow for expansion of services due to the fact that more and more seniors are needing services in San Miguel County.

9.

<b>Time Frame/ Milestones:</b> Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. (These are only examples. Insert milestones specific to the proposed project.) Please indicate name of month and year.	
RFP/Quotes Secured	October 2023
Bid Closing	December 2023
Bid Award to Contractor/Vendor	January 2024
<b><i>Choose the appropriate project-type from below:</i></b>	<b><i>Type the number of months appropriate to the project-type:</i></b>
Meals Equipment – Purchase and Install	March 2024
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles – Purchase and Equip	
Project Completion & Review	May 2024
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	June 2024

**10. Responsible Staff (include Project Manager and Fiscal Contact):**

Name: Wanda Salazar  
 Title: Community Services Director  
 Address: 500 Sabino Street, Las Vegas NM 87701  
 Email: wsalazar@lasvegasnm.gov  
 Phone: 505-425-9139

Name: Leo Maestas  
 Title: City Manager  
 Address: 1700 North Grand Ave, Las Vegas, NM 87701  
 Email: lmaestas@lasvegasnm.gov  
 Phone: 505-454-1401

**NOTICE:** The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.



Elizabeth Chavez, Capital Outlay Bureau Chief, 505-365-3804 [elizabeth.chavez@altsd.nm.gov](mailto:elizabeth.chavez@altsd.nm.gov)  
 Monica Cordova, Capital Projects Coordinator, 505-709-7982 [monica.cordova@altsd.nm.gov](mailto:monica.cordova@altsd.nm.gov)  
 Roxanne Lucero, Capital Projects Coordinator, 505-487-3730 [roxanne.lucero@altsd.nm.gov](mailto:roxanne.lucero@altsd.nm.gov)

**ROUTING SLIP**

Project No.: A22-G5345

Project Description: LAS VEGAS SENIOR CENTER-EQUIP

**Checklist for creating & reviewing Capital Projects Bureau Grant Agreements**

- Scope of Work: Confirmed; scope of work conforms with Legislative intent. (INITIALS) MC
  - Accurate *Header* information—Grant Agreement No., Project Title, Grantee
  - All highlighted variable information is accurate
  - The *Text Formatting* is correct— paragraphs, indents, etc.
  - The *Citation paragraph number* is accurate - \$ Amount—Project Type
  - The **Special Grant Conditions Type** - None MC (INITIALS)
  - The **Special Grant Conditions Type** information is accurate and was met. \_\_\_\_\_ (INITIALS)
  - The **Executive Order Conditions** were met (details):
    - Financial Quarterly Report 9/22/2023 DATE MC (INITIALS)
    - Approved Budget 9/22/2023 DATE MC (INITIALS)
  - The **SBOF Conditional Release of Funds** were met. \_\_\_\_\_/DATE \_\_\_\_\_ (INITIALS) \_\_\_\_\_ (DATE)
- Details: \_\_\_\_\_

NAME	INITIALS	DATE REVIEWED
<input checked="" type="checkbox"/> CFO (Pre-Grantee signature)	<u>ETS</u>	<u>11/20/2023</u>
<input checked="" type="checkbox"/> Legal Counsel (Pre-Grantee signature)	<u>AM</u>	<u>11/29/2023</u>
<input type="checkbox"/> Grantee _____		

(Date Sent) (Date Received)

I certify that no changes have been made since the first review (COB's initials) \_\_\_\_\_ Date \_\_\_\_\_

Cabinet Secretary [Signature] Date 12/13/2023

Comments by reviewer:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**\*Please contact the Capital Outlay Bureau staff listed above if you have immediate questions or concerns. Thank you.**



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

\*Reviewed  
Leo Maestas  
Leo Maestas, City Manager

Date: 12/4/23

Date Submitted: 11/30/23

Department Submitting: Community Services/Senior Center      Submitter: Wanda Salazar

Documents to be reviewed: State of NM Aging and Long Term Services Department Capital Outlay Appropriation Project for the City of Las Vegas Senior Center Program for Las Vegas

Deadline: 12/05/2023

Submitter Comments: \$130,000 Aging and Long Term Services Legislative award to purchase Kitchen Equipment to include Convectional Ovens for the Las Vegas Senior Center. This funding will expire 06/30/2026

Received by Human Resource: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager / HR Comments: \_\_\_\_\_

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

Approved / Disapproved: (Reason for Disapproval): \_\_\_\_\_

Finance \_\_\_\_\_ Date: \_\_\_\_\_  
1 Randall D. Va. White 12.05.2023  
Attorney Review Date

Approved / Disapproved: (Reason for Disapproval): \_\_\_\_\_

2 \_\_\_\_\_ 12/05/2023  
Finance Director Date

Approved / Disapproved: (Reason for Disapproval): \_\_\_\_\_

3 Leo Maestas 12/5/23  
Leo Maestas, City Manager Date

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

**STATE OF NEW MEXICO  
AGING AND LONG-TERM SERVICES DEPARTMENT  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of this 13th day of December, 2023, by and between the Aging and Long-Term Services Department, hereinafter called the "Department" or abbreviation such as "ALTSD", and City of Las Vegas, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

**RECITALS**

WHEREAS, in the Laws of 2022, Chapter 55, Section 10, Paragraph 47, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978): successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

**AGREEMENT**

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

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

A22G-5346 \$140,000.00 APPROPRIATION REVERSION DATE: 30-JUN-2026  
Laws of 2022, Chapter 55, Section 10, Paragraph 47, one hundred forty thousand dollars, (\$140,000.00), to purchase and equip vehicles for the Las Vegas senior center in Las Vegas in San Miguel county.

The Grantee's total reimbursements shall not exceed one hundred forty thousand dollars (\$140,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places (\$.00)<sup>1</sup>, if applicable, zero dollars which equals (\$140,000.00) (the "Adjusted Appropriation Amount").

<sup>1</sup> The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.



In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

## **ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE**

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued, and the Grantee has received a Notice of Department's Obligation to Reimburse<sup>2</sup> Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third-Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or

---

<sup>2</sup> "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

- b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
  - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

### **ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**



Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Vegas  
Name: Leo J. Maestas  
Title: City Manager  
Address: 1700 N. Grand Ave., Las Vegas, NM 87701  
Email: [lmaestas@lasvegasnm.gov](mailto:lmaestas@lasvegasnm.gov)  
Telephone: 505-454-1401

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Las Vegas  
Name: Wanda Salazar  
Title: Community Services Director  
Address: 1700 N. Grand Ave., Las Vegas, NM 87701,  
Email: [wsalazar@lasvegasnm.gov](mailto:wsalazar@lasvegasnm.gov)  
Telephone: 505-425-9139

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Aging and Long-Term Services Department  
Name: Monica Cordova/Elizabeth Chavez  
Title: Project Coordinator/Capital Outlay Bureau Chief  
Address: 2550 Cerrillos Road, Santa Fe, NM 87505  
Email: [monica.cordova@altsd.nm.gov](mailto:monica.cordova@altsd.nm.gov) / [elizabeth.chavez@altsd.nm.gov](mailto:elizabeth.chavez@altsd.nm.gov)  
Telephone: 505-709-7982 / 505-365-3804

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above-named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

#### **ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS**

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30,

2026, the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project’s Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended, and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

#### **ARTICLE V. EARLY TERMINATION**

##### **A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement**

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

##### **B. Early Termination Before Reversion Date Due to Non-appropriation**

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

**C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination**

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

**D. Corrective Action Plan in the Event of Suspension**

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

**ARTICLE VII. AMENDMENT**

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

**ARTICLE VIII. REPORTS**

**A. Database Reporting**

The Grantee shall report quarterly Project activity by entering such Project information as the

Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

**B. Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

**C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred, or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

A. The following general conditions and restrictions are applicable to the Project:

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

**B. The Grantee hereby represents and warrants the following:**

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
  
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be

performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

#### **ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS**

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

#### **ARTICLE XIII. LIABILITY**

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.



**ARTICLE XIV. SCOPE OF AGREEMENT**

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

**ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT**

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Vegas may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Vegas’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Vegas or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Vegas or the Department.”

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under an Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the City of Las Vegas may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Vegas] only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

**ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.**

- A. Throughout the term of this Agreement, Grantee shall:



1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES**

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.


B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

**GRANTEE**

  
Signature of Official with Authority to Bind Grantee

City of Las Vegas  
Entity Name

By: Leo S. Marstas.  
(Type or Print Name)

Its: City Manager  
(Type or Print Title)

12/6/23  
Date

**AGING AND LONG-TERM SERVICES DEPARTMENT**

  
By:

Its: Cabinet Secretary or Designee

12/13/2023  
Date



**EXHIBIT 1**  
**ALTSD CAPITAL OUTLAY GRANT**  
**MONTHLY / FINAL REPORT FORM & REQUEST FOR PAYMENT**

MONTHLY REPORT  PROJECT TITLE: \_\_\_\_\_ PAY REQUEST NO. \_\_\_\_\_  
(Due on the last day of the month)

Grantee: \_\_\_\_\_ Grant Number: \_\_\_\_\_ Reporting Period: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Grant Expiration Date: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Preparer's Name & Phone Number: \_\_\_\_\_

Please provide a detailed status of project referenced above. Please check the box that would best explain the project phase.

Bonds Sold  Plan Design  Bid Documents  Construction Improvements Renovation in Process   
 Purchase in Process  Substantial Completion  Project Complete  Other Please specify in narrative section

Provide a project update and the anticipated timeline for commencement and completion for each phase. Attach extra sheet if needed.

**REQUEST FOR PAYMENT**

Grant Amount: \_\_\_\_\_  
 AIPP Amount if applicable: \_\_\_\_\_  
 Funds Requested to Date: \_\_\_\_\_  
 Amount Requested This Payment: \_\_\_\_\_  
 Grant Balance: \_\_\_\_\_

**FINAL REPORT**   
 Fiscal Year Expenditure Period Ending (check one)  
 (Jan-Jun)  Jul-Dec   
 Fiscal Year \_\_\_\_\_

**VENDOR INVOICE DETAIL** (Attach extra sheet if needed)

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to This Grant
<b>Amount Requested This Payment:</b>			

- MONTHLY REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.
- FINAL REPORT:** I hereby certify that the aforementioned Capital Outlay Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements. The remaining balance is requested to be reverted to the appropriate funding source.
- PROCUREMENT METHOD:** Grantee received approval from ALTSD and Notice of Obligation was issued and signed prior to reimbursement request.

**CERTIFICATION:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, are valid expenditures or actual receipts; and comply with NM State Procurement Code NMSA 13-1-21 through 13-1-199 and that the grant activity is in full compliance with Article 10, Sec. 14 of the New Mexico Constitution known as the "anti-donation" clause.

Grantee Fiscal Officer Signature & Printed Name: \_\_\_\_\_ Grantee Representative Signature & Printed Name: \_\_\_\_\_

**STATE AGENCY USE ONLY**

I certify that the ALTSD Fiscal and vendor file information agrees with the above submitted information.

ALTSD Fiscal: \_\_\_\_\_ Date: \_\_\_\_\_ ALTSD Grants/Procurement Bureau: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

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

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

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

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

**OPTIONAL ATTACHMENT A  
SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

This Capital Outlay Special Grant Condition(s) **Attachment A** is necessary pursuant to Executive Order 2013-006 (2.A.2.a-c, if applicable), due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY2022 audit. The Special Conditions identified below apply to the authorized agent, City of Las Vegas.

**Procurement** - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

**Budget** - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

**Capital Assets** - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

**Travel and Per Diem** - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

**Timely Audits** - Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

**Cash Management** - policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the City of Las Vegas's 2022 Audit file. Therefore, the criteria to enter into this agreement have been met.

**SCOPE OF WORK**

**PROJECT DESCRIPTION FORM**

*(Please email this completed form to ALTSD in MS Word format)*

1. **Name of Grantee/ Fiscal Agent:** The City of Las Vegas
2. **Project Title:** Las Vegas Senior Ctr-Vehicles
3. **Grant Agreement Number:** A22-G5346
  
4. **Background Narrative:** The Las Vegas Senior Center is in need of replacing 2 older HotShot Trucks that are 2011 and 2008 Ford Rangers. The hope is to purchase 2-F150 4X4 HotShot Trucks to replace the 2 old trucks.
  
5. **Work Plan:** The \$140,000 awarded will allow for the purchase of 2 HotShot Trucks. HotShot Trucks are on back order up to 18 months. The hope is to put in the order as soon as a PO is created following the procurement process and approval with an NOO for Aging and Long Term Services. When the Trucks are received, payment is then made to the vendor and reimbursement is requested from ALTSD.

6. **Budget Detail:**

<b>Project Cost Activities</b> <i>(These are only examples. Insert activities specific to the proposed project.)</i>	<b>Other Funds</b>	<b>State Funds</b>
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Meals Equipment <i>*NOTE: Equipment purchased with capital appropriations must be valued at \$10,000.00 or more.</i>		
Vehicle Purchase		\$140,000.00
Other Costs (specify)		
AIPP (if applicable)		
<b>Totals</b>		<b>\$140,000.00</b>

4. **Performance Measures:** The Risk/Health and Safety of the Seniors and the improved quality of the food service delivery is the positive Performance Measures we are looking for.
  
5. **Results Expected:** The results are to purchase 2 HotShot Trucks to replace 2 older HotShot Trucks to assure all seniors are served. These 2 trucks will also allow for expansion of services due to the fact that more and more seniors are needing services in San Miguel County.

6.

**Time Frame/ Milestones:** Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. (These are only examples. Insert milestones specific to the proposed project.) Please indicate name of month and year.

RFP/Quotes Secured	October 2023
Bid Closing	October 2023
Bid Award to Contractor/Vendor	November 2023
<b><i>Choose the appropriate project-type from below:</i></b>	<b><i>Type the number of months appropriate to the project-type:</i></b>
Meals Equipment - Purchase and Install	
Equipment - Purchase and Install	
Construction	
Renovation	
Code Compliance projects	
Vehicles - Purchase and Equip	November 2023-November 2024
Project Completion & Review	December 2024
Submit Exhibit 1 - Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	January 2025

7. **Responsible Staff (include Project Manager and Fiscal Contact):**

Name: Wanda Salazar  
 Title: Community Services Director  
 Address: 500 Sabino Street, Las Vegas NM 87701  
 Email: wsalazar@lasvegasnm.gov  
 Phone: 505-425-9139

Name: Leo Maestas  
 Title: City Manager  
 Address: 1700 North Grand Ave, Las Vegas, NM 87701  
 Email: lmaestas@lasvegasnm.gov  
 Phone: 505-454-1401

**NOTICE:** The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.





Elizabeth Chavez, Capital Outlay Bureau Chief, 505-365-3804 [elizabeth.chavez@altsd.nm.gov](mailto:elizabeth.chavez@altsd.nm.gov)  
 Monica Cordova, Capital Projects Coordinator, 505-709-7982 [monica.cordova@altsd.nm.gov](mailto:monica.cordova@altsd.nm.gov)  
 Roxanne Lucero, Capital Projects Coordinator, 505-487-3730 [roxanne.lucero@altsd.nm.gov](mailto:roxanne.lucero@altsd.nm.gov)

### ROUTING SLIP

Project No.: A22-G5346

Project Description: LAS VEGAS SENIOR CENTER-VEHICLE

**Checklist for creating & reviewing Capital Projects Bureau Grant Agreements**

- Scope of Work: Confirmed; scope of work conforms with Legislative intent. (INITIALS) MC
  - Accurate Header information—Grant Agreement No., Project Title, Grantee
  - All highlighted variable information is accurate
  - The Text Formatting is correct—paragraphs, indents, etc.
  - The Citation paragraph number is accurate - \$ Amount—Project Type
  - The **Special Grant Conditions Type** - None MC (INITIALS)
  - The **Special Grant Conditions Type** information is accurate and was met. \_\_\_\_\_ (INITIALS)
  - The **Executive Order Conditions** were met (details):
    - Financial Quarterly Report 9/22/2023 DATE MC (INITIALS)
    - Approved Budget 9/22/2023 DATE MC (INITIALS)
  - The **SBOF Conditional Release of Funds** were met. \_\_\_\_\_/DATE \_\_\_\_\_ (INITIALS) \_\_\_\_\_ (DATE)
- Details: \_\_\_\_\_

NAME	INITIALS	DATE REVIEWED
<input checked="" type="checkbox"/> CFO (Pre-Grantee signature)	<u>BTS</u>	<u>11/20/2023</u>
<input checked="" type="checkbox"/> Legal Counsel (Pre-Grantee signature)	<u>AM</u>	<u>11/28/2023</u>
<input type="checkbox"/> Grantee _____		

I certify that no changes have been made since the first review (COB's initials) \_\_\_\_\_ Date \_\_\_\_\_  
 Cabinet Secretary [Signature] Date 12/13/2023

Comments by reviewer:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\*Please contact the Capital Outlay Bureau staff listed above if you have immediate questions or concerns. Thank you.



### Approval Form

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

*Leo Maestas*  
Leo Maestas, City Manager

*12/4/23*

Date Submitted: 11/30 23

Department Submitting: Community Services/Senior Center      Submitter: Wanda Salazar

Documents to be reviewed: State of NM Aging and Long Term Services Department Capital Outlay Appropriation Project for the City of Las Vegas Senior Center Program for Las Vegas

Deadline: 12/05/2023

Submitter Comments: \$140,000 Aging and Long Term Services Legislative award to purchase Hot Shot Trucks for the Las Vegas Senior Center. This funding will expire 06/30/2026

Received by Human Resource: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager / HR Comments: \_\_\_\_\_

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

Approved / Disapproved: (Reason for Disapproval): \_\_\_\_\_ Date: \_\_\_\_\_

*Ronald Van Vleet*      12.05.2023  
Attorney Review      Date

Approved / Disapproved: (Reason for Disapproval): \_\_\_\_\_

\_\_\_\_\_      12/05/2023  
Finance Director      Date

Approved / Disapproved: (Reason for Disapproval): \_\_\_\_\_

*Leo Maestas*      12/5/23  
Leo Maestas, City Manager      Date

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



Dominic Chavez <dchavez@lasvegasnm.gov>

---

**Re: City of Las Vegas \$2M Emergency Water Lease Grant Agreement**

1 message

---

**Maria Gilvarry** <gilvarrym@lasvegasnm.gov>

Wed, Feb 7, 2024 at 8:55 AM

To: Dominic Chavez <dchavez@lasvegasnm.gov>

Cc: Tim Montgomery <tmontgomery@lasvegasnm.gov>, Darlene Martinez <dmartinez@lasvegasnm.gov>, Mary Jean Aragon <mjaragon@lasvegasnm.gov>, Anthony Trujillo <atrujillo@lasvegasnm.gov>

Copy

MJ

I'll pick up the documents when I come over for the meeting.

On Wed, Feb 7, 2024 at 8:44 AM Dominic Chavez <dchavez@lasvegasnm.gov> wrote:

I will create a line item within 647 for consistency purposes. I will send it over once completed.

Thank you,

Dominic A. Chavez  
Deputy Finance Director  
City of Las Vegas  
505-454-1401 Ext. 1102  
dchavez@lasvegasnm.gov

On Wed, Feb 7, 2024 at 8:22 AM Maria Gilvarry <gilvarrym@lasvegasnm.gov> wrote:

Dominic,

Should a line item be created and specific to this (Quintana water purchase) as it will be used for a few more payments into 2025?

Unless you want to come along it in the 647 fund in the water rights line which is 647-0000-650-8014.

We have already paid out the acequias from that line so there is no plan for the rest of the year from there.

If so, do you want to move the 36K that is left in that line item into 7305 professional services or leave it there?

If that happens MJ will be happy as I can take back the responsibility for tracking these payments and grant funds from the state.

V/R

On Wed, Feb 7, 2024 at 8:14 AM Dominic Chavez <dchavez@lasvegasnm.gov> wrote:

Hi Maria,

What line item is to be used!

Thank you,

Dominic A. Chavez  
Deputy Finance Director  
City of Las Vegas  
505-454-1401 Ext. 1102  
dchavez@lasvegasnm.gov

On Thu, Feb 1, 2024 at 4:42 PM Maria Gilvarry <gilvarrym@lasvegasnm.gov> wrote:  
Tim

Article 2

A

*Upon execution of this Agreement, the City may obtain the funds to make its payments under Article I of this Agreement by providing OSE with a written invoice or statement documenting the amount of water to be leased under Exhibit A. If the invoice or statement is in accordance with Exhibit A, OSE will disburse the amount due to the City.*

Seems like Mr Quintana needs to provide an invoice.

V/r

On Thu, Feb 1, 2024 at 4:40 PM Maria Gilvarry <gilvarrym@lasvegasnm.gov> wrote:  
Tim

I looks like we also need to provide a request for payment in accordance with the agreement.

V/R

On Thu, Feb 1, 2024 at 4:39 PM Maria Gilvarry <gilvarrym@lasvegasnm.gov> wrote:  
Dominic

We will need to do a BAR for this grant payment.

V/R

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

From: **Hamman, Mike, OSE** <Mike.Hamman@ose.nm.gov>

Date: Thu, Feb 1, 2024 at 4:38 PM

Subject: City of Las Vegas \$2M Emergency Water Lease Grant Agreement

To: gilvarrym@lasvegasnm.gov <gilvarrym@lasvegasnm.gov>

Cc: Primm, Jeff, OSE <Jeff.Primm@ose.nm.gov>

Maria,

We are in receipt of the signed grant agreement and the State is now authorized to make the first payment of \$500,000 upon receipt of the City's request for payment. Please provide the Request for Payment in accordance with the grant agreement to the Principal Representative for the Office of the State Engineer.  
Thank you

Mike A. Hamman, PE

--

**Maria Gilvarry**

Utilities Director

City of Las Vegas, NM

E-Mail: Gilvarrym@lasvegasnm.gov

Office: (505) 454-3832

Cell: (505) 398-6056

# Phoenix Ranch Las Vegas, LLC

2306 Collins Drive  
Las Vegas, New Mexico 87701  
1-505-718-9964

Invoice submitted to City of Las Vegas	Phone 1-505-454-1401	Date February 5, 2024
Address 1700 N Grand Ave Las Vegas, NM 87701	E-mail	Fax
	Job Name PRLV Water Lease	Job Location Las Vegas, NM

This invoice is based on the following:

205 acre ft water for 2023

\$500,000.00

Subtotal	\$500,000.00
Sales Tax	
Total Due	<u>500,000.00</u>



# Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 02/29/2024

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 771 - CARES - Municipalities</b>								
<b>Revenue</b>								
<u>771-0000-540-5794</u>	COVID - 19 - STIMULUS	45,687.00	0.00	0.00	0.00	0.00	0.00	0.00 %
	<b>Revenue Total:</b>	<b>45,687.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00%</b>
<b>Expense</b>								
<u>771-0000-700-6339</u>	TOTAL FULL TIME EMPLOYEE	0.00	0.00	0.00	-723.50	0.00	723.50	0.00 %
<u>771-0000-700-7305</u>	OTHER PROFESSIONAL SERVICES	150,429.00	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>771-0000-700-8011</u>	MAINT BLD PARK ST	39,669.00	39,669.00	0.00	0.00	37,472.99	2,196.01	5.54 %
<u>771-0000-700-8014</u>	MAINT BLD HANNA EFFL LINE	11,105.00	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>771-0000-700-8015</u>	MAINT BLD INDP AVE	67,128.00	40,346.00	0.00	40,345.10	0.00	0.90	0.00 %
<u>771-0000-700-8019</u>	NM & PEREZ SEWER LINE/MANHOLE	0.00	67,128.00	0.00	67,127.89	0.00	0.11	0.00 %
<u>771-0000-700-8021</u>	NM & RIO ARRIBA TO VALENCIA WATER LINE REPLACEMEN	306,136.00	152,023.00	0.00	12,992.49	293,143.19	-154,112.68	-101.37 %
<u>771-0000-700-8022</u>	LUNA HILLS SEWER	353,084.00	101,611.00	0.00	97,607.09	4,003.28	0.63	0.00 %
	<b>Expense Total:</b>	<b>927,551.00</b>	<b>400,777.00</b>	<b>0.00</b>	<b>217,349.07</b>	<b>334,619.46</b>	<b>-151,191.53</b>	<b>-37.72%</b>
	<b>Fund: 771 - CARES - Municipalities Surplus (Deficit):</b>	<b>-881,864.00</b>	<b>-400,777.00</b>	<b>0.00</b>	<b>-217,349.07</b>	<b>-334,619.46</b>	<b>-151,191.53</b>	<b>-37.72%</b>
	<b>Report Surplus (Deficit):</b>	<b>-881,864.00</b>	<b>-400,777.00</b>	<b>0.00</b>	<b>-217,349.07</b>	<b>-334,619.46</b>	<b>-151,191.53</b>	<b>-37.72%</b>



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

**Meeting Date:** February 21, 2024

**Date Submitted:** 2/12/24

**Department:** Community Development

**Item/Topic:** Request approval of Lease Agreement between South West Off Road Racing LLC doing business as WeBe Racing Ltd Co. and the City of Las Vegas to lease property west of Rodriguez Park.

The sole purpose of this agreement is to lease the property to hold the WeBe Racing Motorcycle Hare Scramble race from March 17, 2024 through March 25, 2024. The Lessee will pay the City a single lump sum of \$3,000.00.

**Fiscal Impact:**

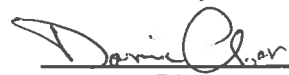
**Attachments:** Lease Agreement

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

 2/14/24  
\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued : \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_





# Approval Form

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

**\*Reviewed:**

[Signature]  
**Tim Montgomery, Interim City Manager**

02/02/2024  
**Date**

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

Date Submitted: 02/02/2024

Department Submitting: Community Development

Submitter: Lucas Marquez

Documents to be reviewed: City of Las Vegas, New Mexico Land Use Agreement

Deadline: As Soon As Possible

Submitter Comments: \_\_\_\_\_

Received by Human Resource: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager / IIR Comments: \_\_\_\_\_

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

Approved / Disapproved: *(Reason for Disapproval):* \_\_\_\_\_

*changes:* \_\_\_\_\_ Date: \_\_\_\_\_

1 [Signature]  
Attorney Review

2-7-24

Date

Approved / Disapproved: *(Reason for Disapproval):* \_\_\_\_\_

2 [Signature]  
Finance Director

Date

2/7/24

Approved / Disapproved: *(Reason for Disapproval):* \_\_\_\_\_

3 Tim Montgomery, Interim City Manager

Date

02/07/2024

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

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

## LEASE AGREEMENT FOR MOTORCYCLE RACE

This Agreement is made and entered into on this 7th day of February, 2024 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (“Lessor”), and South West Off Road Racing LLC doing business as WeBe Racing Ltd Co, a New Mexico limited liability company (“Lessee”).

That for and in consideration of the rental, hereinafter agreed to be paid in a single lump sum by the Lessee to Lessor, in the amount of \$3,000.00 (“Payment Amount”), the Lessor does hereby grant a non-exclusive lease to Lessee regarding certain real property as defined below.

1. The Lessee agrees that the real estate located west of Rodriguez Park (“Property”) will not be used by any person, firm, corporation, or other entity for the purpose of conducting an exhibition, display, entertainment, or other activities except as expressly provided for herein. The sole purpose of this Agreement is to lease the Property for the purpose of Lessee to hold the WeBe Racing Motorcycle Hare Scramble race (“Event”) from Sunday, March 17, 2024 through Monday, March 25, 2024 (“Term”).
2. The Lessee agrees not to engage in or permit the Property to be used for any other purpose than the purpose specifically stated above, or any unlawful or offensive purpose, and agrees, in the use of the Property, to abide by all regulations of the Lessor, local Laws and Ordinances, and the laws of the State of New Mexico and the United States Government.
3. The Payment Amount shall be paid by Lessee to Lessor with United States certified funds via a cashier’s check on or before March 25, 2024. Jaclyn Dodson, the managing member of Lessee, shall sign this Agreement as personally guaranteeing the payment of the Payment Amount and all other representations and obligations of Lessee herein.
4. The Lessee shall provide portable restrooms, trash receptacles, and medical staff on site during the Term of the Event. Lessee shall be solely responsible and liable for the payment of any taxes regarding the Event, or the income generated from the Event. Lessee shall not have any authority to bind Lessor in any manner whatsoever.
5. No person under the age of 18 years old shall be allowed at the Property without adult supervision. Lessee shall be solely responsible for any damages or injury that may occur on the Property. Lessee shall hold harmless, indemnify, and defend the City, and all of City’s employees, agents, officers, and councilpersons, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorney fees, witness fees, and/or action of any kind, whether from death, bodily injury or damage to property. The Lessee’s obligations under this paragraph shall not be affected, lessened, or terminated by the cancellation, expiration or termination of this Agreement, or for any other reason, and shall survive this Agreement. Lessee shall not

assign any interest in this Agreement or sublease the Property. Lessor may terminate this Agreement at any time, for any reason, in Lessor's sole discretion. This Agreement shall not be amended except by a written document signed by Lessor and Lessee.

6. It is unlawful for any alcoholic beverages, cannabis products or illegal substances to be used, possessed, or consumed on the Property at any time, and Lessee shall be solely responsible for disposing of any trash on the Property such that the Property is returned to Lessor trash-free on March 26, 2024.
7. Any equipment shall be brought in, set up and taken down by Lessee at the Lessee's sole expense. No outside equipment shall be left over or stored on the Property, either before or after the Term. Lessee must replace or repair, in Lessor's sole discretion, any property that is destroyed, stolen or damaged.
8. The Lessee agrees to deliver the Property, at the expiration of this Agreement, in as good a condition as at the beginning of this Agreement.
9. If damage or breakage occurs, or if the Property is not cleaned up sufficient to satisfy Lessor's sole discretion, Lessee shall pay the costs of Lessor to repair said damage/breakage or for proper cleaning.
10. The Lessor will not be liable for the loss of, or damage to, any person or property belonging to the Lessee, including without limitation Lessee's guests, contractors, invitees, agents, employees or other persons or entities, regardless of whether such loss or damage is due to the negligence of the Lessor, its' officers, agents or employees. The Lessor shall not be liable for any injuries to persons or property sustained as the result of anything done or not done by the Lessee while Lessee, and its guests, contractors, invitees, agents, employees or other persons or entities, are using the Property.
11. The Lessee agrees to recognize and admit any representative of Lessor, including without limitation law enforcement, fire and rescue personnel to the Property.
12. The Lessee will provide to the Lessor access to the Property on March 17, 2024.
13. This agreement represents the entire agreement between parties hereto and cannot be modified except by a written amendment signed by Lessor and Lessee. All prior negotiations, writings, agreement and understandings between Lessor and Lessee are merged in and are superseded by this Agreement. No statement, promise or inducement made by Lessor or Lessee, either written or oral, which is not contained in this Agreement is binding between Lessor and Lessee. This Agreement shall be governed by the laws of the State of New Mexico, and the proper venue and jurisdiction for any litigation between Lessor and Lessee shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Lessee shall carry and maintain at all

times during this agreement a comprehensive general liability insurance policy covering bodily injury, disease illnesses and death, and property damage liability in an amount not less than \$2,000,000.00 aggregate and \$1,000,000.00 per occurrence, and Lessee shall have Lessor named as an additional insured on such policy. This Agreement shall not take any effect unless and until Lessee provides Lessor with a copy of said policy.

14. If the Lessee fails to comply with any of the terms and provisions of this contract then all of Lessee's rights hereunder shall terminate at once and the Lessor may enter the Property and expel the Lessee, and Lessee shall not have any remedies. Notice to quit possession and every other formality is hereby expressly waived by the Lessee in case of default or violation of any of the terms of this Agreement. By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than Lessor and Lessee. No person or entity shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary under this Agreement. If any portion of this Agreement is found by a court of competent jurisdiction to be contrary to law, then the specific portion that is found contrary to law shall be severed, and all other portions of this Agreement shall remain in full force and effect. If Lessor or Lessee files a lawsuit regarding the enforcement of this Agreement, then the prevailing party shall be entitled to its reasonable attorney's fees and court costs. Any liability incurred by Lessor in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, as amended. Lessor and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity.

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

Lessor:

---

Tim Montgomery, City Manager

---

Casandra Fresquez, City Clerk

Approved as to legal sufficiency only:

---

Scott Aaron, City Attorney

Lessee:

---

Jaclyn Dodson, as Managing Member of  
Lessee and individually guaranteeing all of  
the obligations of Lessee in the Agreement



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

**Meeting Date:** February 21, 2024

**Date Submitted:** 2/7/24

**Department:** Executive/Community Development

**Item/Topic:** Consideration to approve the restructuring of the Community Development Department Organizational Chart by adding Code Compliance/Officer positions and removing from the Police Department. As per the Municipal City Charter, Section 5.07 Departments; A. Subject to approval of the Governing Body, the City Manager shall establish such departments as are necessary for efficient administration of the City.

**Fiscal Impact:** \$45,724.80 (estimated without benefits) for the remainder of the fiscal year. \$108,076.80 for a full fiscal year.

**Attachments:** City of Las Vegas Proposed Organizational Charts and Approved Organizational Charts in January 2024 (Community Development) and April 2023 (Police Department).


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

Approved For Submittal By:

  
\_\_\_\_\_

Department Director

Reviewed By:

 2/14/24  
\_\_\_\_\_

Finance Director

  
\_\_\_\_\_

City Manager

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

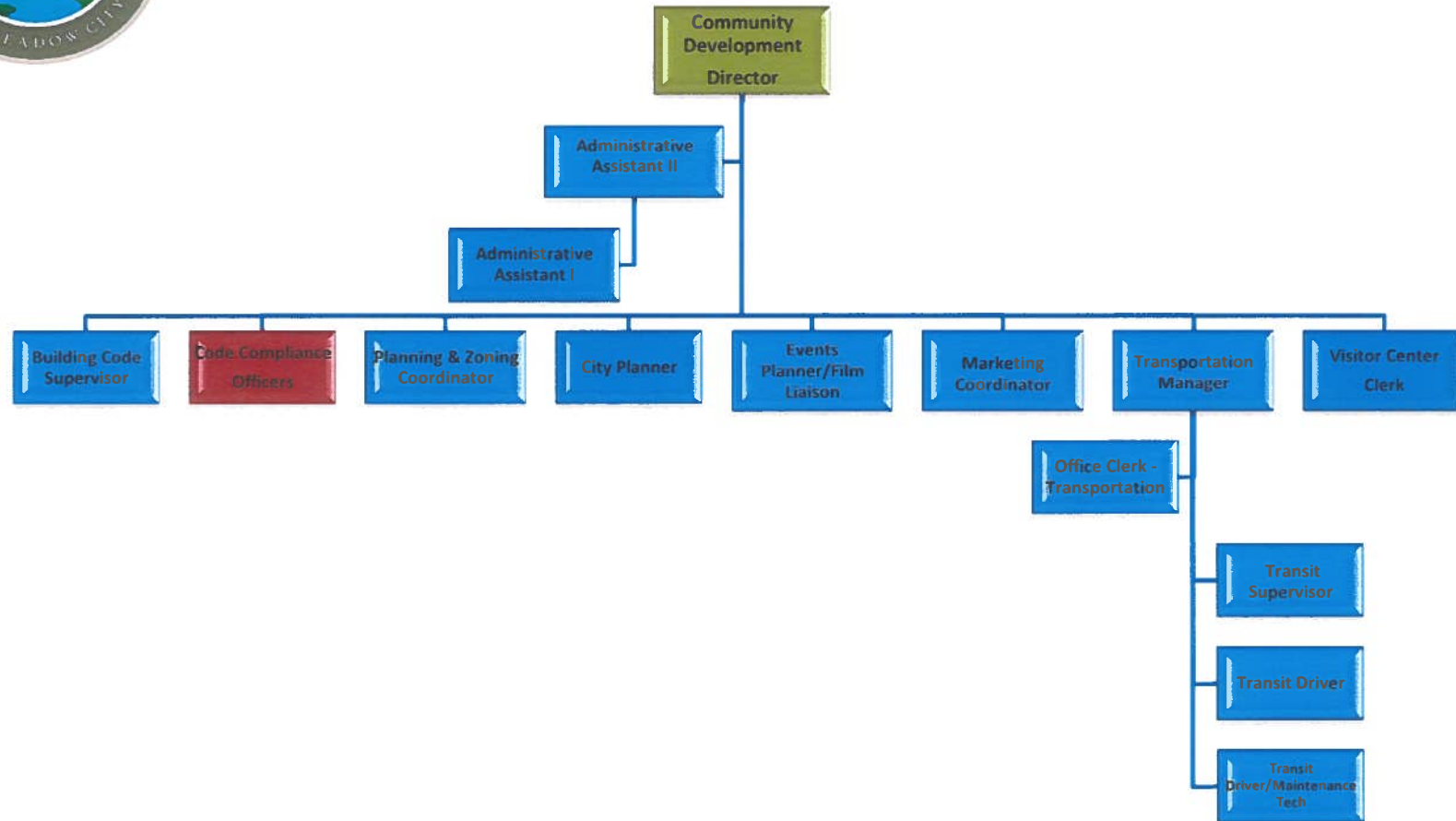
Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



PROPOSED 2/21/24

# COMMUNITY DEVELOPMENT



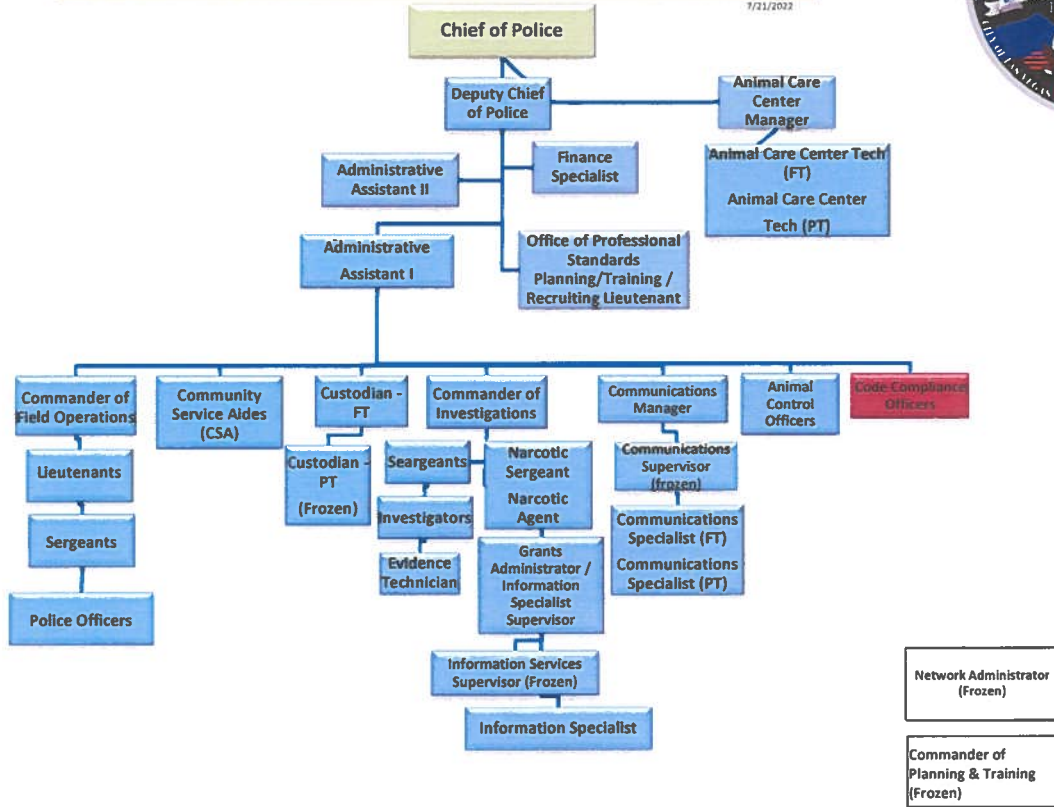




PROPOSED 2/14/24

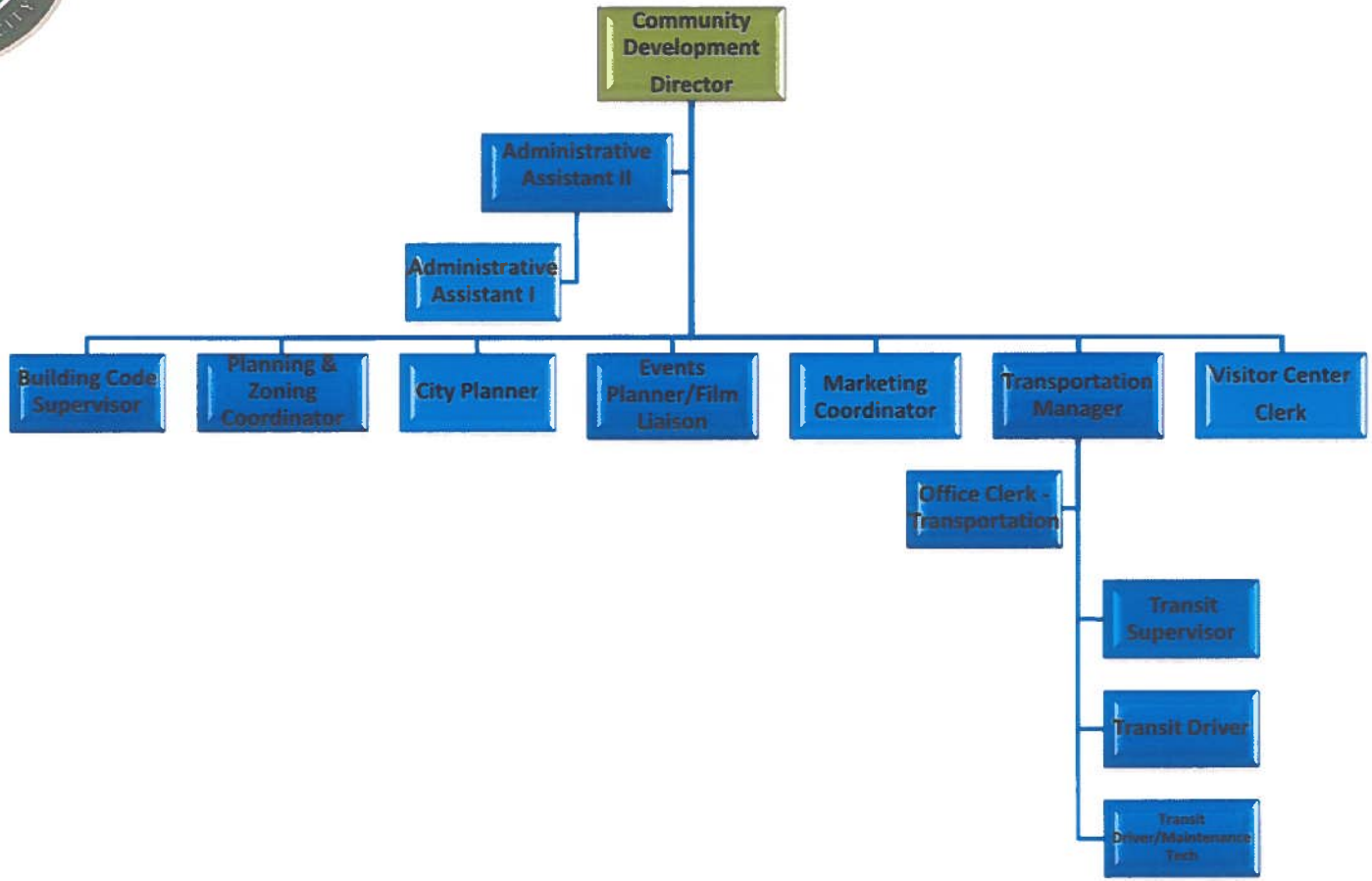
# POLICE DEPARTMENT

7/21/2022





# COMMUNITY DEVELOPMENT

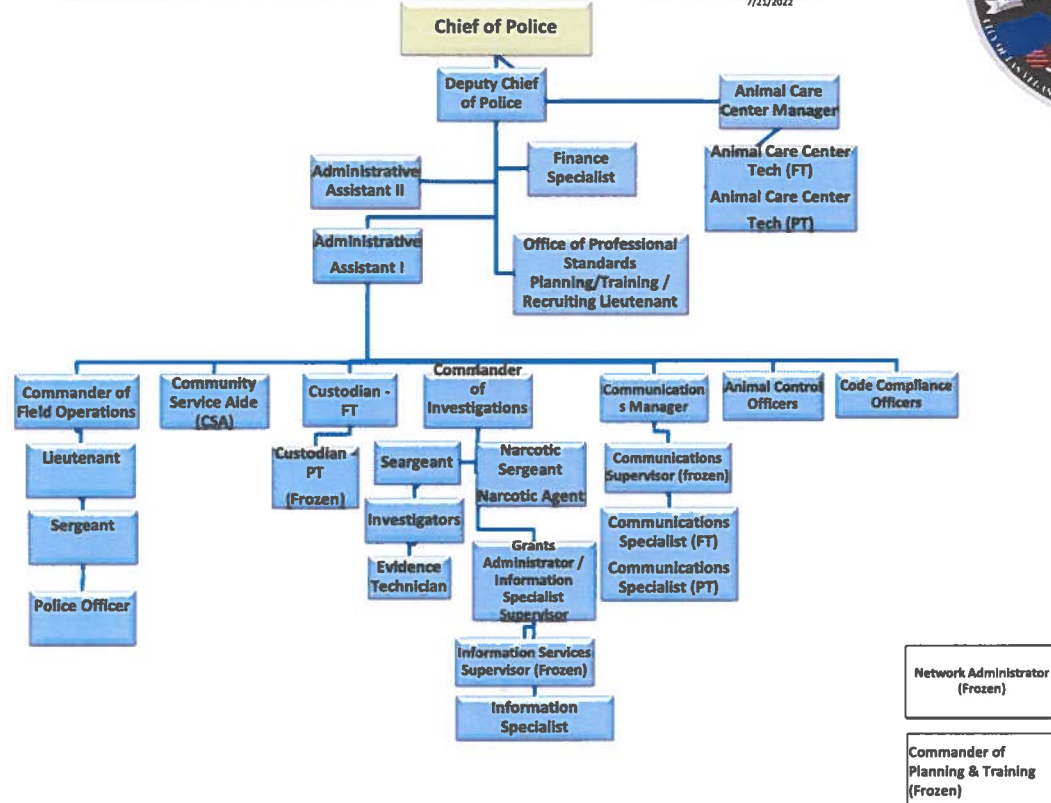


FINAL APPROVED - COUNCIL MEETING ON JANUARY 10, 2024



# POLICE DEPARTMENT

7/21/2022





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

**Meeting Date:** February 21, 2024

**Date Submitted:** 2/15/24

**Department:** Community Development

**Item/Topic:** Consideration for emergency funding to Samaritan House in the amount of \$9,500.00.

George Lyon with Samaritan House is requesting emergency funding in the amount of \$9,500.00 for general operating expenses.

**Fiscal Impact:**

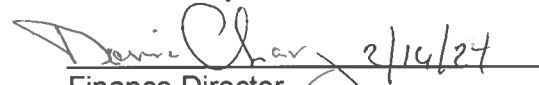
**Attachments:**

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

Approved For Submittal By:

  
\_\_\_\_\_  
Department Director

Reviewed By:

  
\_\_\_\_\_  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



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

**Meeting Date:** February 21, 2024

**Date Submitted:** 1/30/24

**Department:** Executive

**Item/Topic:** Request removal of Wanda Salazar as Community Services Director.

As per Municipal Charter, Article V, Section 5.07 Departments. D. Department directors are at-will employees who may be placed on administrative leave or removed by the city manager, subject to a majority vote by the Governing Body. The majority vote by the Governing Body of whether or not to remove a department director shall be recognized and implemented by the City Manager, with said vote constituting a final and conclusive determination regarding the matter.

**Fiscal Impact:**

**Attachments:**

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

Approved For Submittal By:

Reviewed By:

  
Finance Director

  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_



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

**Meeting Date:** February 21, 2024

**Date Submitted:** 2/15/24

**Department:** Executive

**Item:** Request approval of the Professional Service Contract for City Manager Tim Montgomery.

As per City of Las Vegas Municipal Code, Section 5.01, City Manager - Appointment and General Provisions. A. The Governing Body shall enter into a contract with the City Manager which shall establish, among other matters, compensation, benefits, duties and responsibilities.

**Fiscal Impact:**

**Attachments:** Professional Service Contract

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

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

 2/14/24  
Finance Director

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**PROFESSIONAL SERVICE CONTRACT**  
**CITY MANAGER**

This Professional Service Contract (“Contract”) is made and entered into on this 21<sup>st</sup> day of February, 2024 (“Effective Date”), by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”) and Tim Montgomery (“Employee or “City Manager”).

Whereas, pursuant to the City Charter, the Employee has been appointed as the City Manager for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council on February 14, 2024; and

Whereas, the City Charter requires that the Governing Body enter into a contract with the City Manager, which shall establish, among other matters compensation, benefits, duties and responsibilities; and

Whereas, pursuant to the terms of this Contract, the Employee desires to serve as City Manager pursuant to the terms of this Contract.

Now, therefore, in consideration of the foregoing recitals to this Contract, which are incorporated herein by reference, and the covenants, terms, obligations and agreements set forth in this Contract, Employee and the City agree as follows:

1. **TERM:** This Contract shall begin on February 21, 2024 with Employee, and shall continue until December 31, 2025, or until terminated pursuant to this Contract, whichever comes first.
  
2. **DUTIES AND AUTHORITY:**
  - A. The City agrees to employ the Employee as the City Manager for the City to perform the functions and duties specified in this Contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.
  
  - B. Mayor and Council shall review and evaluate the performance of the Employee, at least once annually following the adoption of the annual operating budget or at any other time the Governing Body shall so determine. Said review and evaluation shall be in accordance with specific goals and performance objectives as determined necessary for the operations of the City utilizing an evaluation form created by Mayor and Council.
  
3. **COMPENSATION:** City agrees to pay Employee an annual base salary of \$ \_\_\_\_\_ per annum, payable in installments at the same time that the other management employees of the City are paid.



4. **INSURANCE BENEFITS:** The City agrees to provide and pay the same City portions of the insurance benefits, which are provided to all other employees of the City.

5. **VACATION, SICK, AND MILITARY LEAVE:** The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. **MISCELLANEOUS BENEFITS:**

A. The City Manager may have the use of a City owned and maintained vehicle for City related purposes.

B. The City agrees to enroll the City Manager into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees received.

7. **GENERAL BUSINESS EXPENSES:**

A. The City agrees to budget and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the City determines that these expenses are necessary for the Employee's professional participation and in the best interests of the City.

B. The City shall allow the Employee to attend training programs with the NM Municipal League and other similar programs to allow the Employee's professional advancement. The City shall pay for the tuition, per diem and mileage expenses if the trainings have been approved in advance by the Mayor and City Council.

C. The City shall provide sufficient support staff for the Employee.

D. The City shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.

8. **TERMINATION:**

A. The Employee understands and agrees that the Employee serves at the will of the Governing Body pursuant to the terms of the City Charter and that the Employee may be suspended or removed with or without cause, for any reason or no reason at all, at any time by the Mayor, subject to approval of the City Council, or by a majority vote of all members of the Governing Body.

B. Should the Employee be terminated as outlined herein, this Contract will immediately become null and void.



- C. Upon termination, the Employee shall be entitled to receive pay for the hours Employee has worked to the point of termination, as well as for the accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the Employee have a right to severance pay.
9. **RESIGNATION**: In the event that Employee voluntarily resigns from the City, the Employee shall provide a minimum of 14 days notice in writing to the Governing Body. The Employee is entitled to accrued annual leave in accordance with the City Personnel Ordinance.
10. **SEVERABILITY**: The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision.
11. **HOURS OF WORK**: The Employee shall work a minimum of 40 hours per week, plus be available for City needs outside the regular business hours without additional compensation.
12. **OTHER PARTIES**: By entering into this Contract, the City and Employee do not intend to create any right, title or interest in or for the benefit of any person other than the City and Employee. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary.
13. **LAW THAT APPLIES**: This Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and the proper jurisdiction and venue for any legal action or cause of action regarding this Contract shall be the Fourth Judicial District Court in San Miguel County, New Mexico. This Contract shall be governed by the laws of New Mexico.
14. **ENTIRE AGREEMENT**: This Contract constitutes the entire agreement between the City and Employee. Any prior agreement, terms or representations, whether written or oral, are fully merged into and superseded by this Contract. No statement, promise or inducement made by the City or Employee, either written or oral, which is not contained in this Contract, is binding between the City and Employee. No changes or amendments to this Contract shall be effective, except those in writing and signed by the City and Employee.
15. **NO WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
16. **APPROPRIATIONS**: The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature of the City, this Contract shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the

Employee and shall be final. If the City proposes an amendment to the Contract unilaterally reduce funding, the Employee shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**17. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT:** The Employee warrants that the Employee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Employee certifies that the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**18. PENALTIES FOR VIOLATION OF LAW:** The New Mexico Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on February \_\_\_\_\_, 2024.

\_\_\_\_\_  
David Romero  
Mayor of the City Of Las Vegas

\_\_\_\_\_  
Tim Montgomery, City Manager

ATTEST:

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



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

**Meeting Date:** February 21, 2024

**Date Submitted:** 2/15/24

**Department:** Executive

**Item:** Request approval of the Professional Service Contract for City Clerk Casandra Fresquez.

As per City of Las Vegas Municipal Code, Section 5.05. City Clerk. C. The Governing Body shall enter into a contract with the City Clerk which shall establish, among other matters, compensation, benefits, duties and responsibilities.

**Fiscal Impact:**

**Attachments:** Professional Service Contract

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

Approved For Submittal By:  
Mayor David Romero

Reviewed By:

  
Finance Director 2/16/24

  
\_\_\_\_\_  
City Manager

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

Resolution No. \_\_\_\_\_  
Ordinance No. \_\_\_\_\_  
Contract No. \_\_\_\_\_  
Approved \_\_\_\_\_

Continued To: \_\_\_\_\_  
Referred To: \_\_\_\_\_  
Denied \_\_\_\_\_  
Other \_\_\_\_\_

**PROFESSIONAL SERVICE CONTRACT**  
**CITY CLERK**

This Professional Service Contract (“Contract”) is made and entered into on this 10th day of January, 2024 (“Effective Date”), by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”) and Casandra Fresquez (“Employee or “City Attorney”).

Whereas, pursuant to the City Charter, the Employee has been appointed as the City Clerk for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

Whereas, the City Charter requires that the Governing Body enter into a contract with the City Clerk, which shall establish, among other matters compensation, benefits, duties and responsibilities; and

Whereas, pursuant to the terms of this Contract, the City desires to replace the Employee’s existing contract to serve as City Clerk with this Contract, and the Employee desires to serve as City Clerk pursuant to the terms of this Contract.

Now, therefore, in consideration of the foregoing recitals to this Contract, which are incorporated herein by reference, and the covenants, terms, obligations and agreements set forth in this Contract, Employee and the City agree as follows:

1. **TERM:** This Contract shall begin on January 10, 2024, replacing the existing contract with Employee, and shall continue until December 31, 2025, or until terminated pursuant to this Contract, whichever comes first.
2. **DUTIES AND AUTHORITY:**
  - A. The City agrees to employ the Employee as the City Clerk for the City to perform the functions and duties specified in this Contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.
  - B. Mayor and Council shall review and evaluate the performance of the Employee, at least once annually following the adoption of the annual operating budget or at any other time the Governing Body shall so determine. Said review and evaluation shall be in accordance with specific goals and performance objectives as determined necessary for the operations of the City utilizing an evaluation form created by Mayor and Council.
3. **COMPENSATION:** City agrees to pay Employee an annual base salary of \$ \_\_\_\_\_ per annum, payable in installments at the same time that the other management employees of the City are paid.

4. **INSURANCE BENEFITS:** The City agrees to provide and pay the same City portions of the insurance benefits, which are provided to all other employees of the City.
5. **VACATION, SICK, AND MILITARY LEAVE:** The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.
6. **MISCELLANEOUS BENEFITS:**
  - A. The City Clerk may have the use of a City owned and maintained vehicle for City related purposes.
  - B. The City agrees to enroll the City Clerk into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees received.
7. **GENERAL BUSINESS EXPENSES:**
  - A. The City agrees to budget and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the City determines that these expenses are necessary for the Employee's professional participation and in the best interests of the City.
  - B. The City shall allow the Employee to attend training programs with the NM Municipal League and other similar programs to allow the Employee's professional advancement. The City shall pay for the tuition, per diem and mileage expenses if the trainings have been approved in advance by the Mayor and City Council.
  - C. The City shall provide sufficient support staff for the Employee.
  - D. The City shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.
8. **TERMINATION:**
  - A. The Employee understands and agrees that the Employee serves at the will of the Governing Body pursuant to the terms of the City Charter and that the Employee may be suspended or removed with or without cause, for any reason or no reason at all, at any time by the Mayor, subject to approval of the City Council, or by a majority vote of all members of the Governing Body.
  - B. Should the Employee be terminated as outlined herein, this Contract will immediately become null and void.

- C. Upon termination, the Employee shall be entitled to receive pay for the hours Employee has worked to the point of termination, as well as for the accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the Employee have a right to severance pay.
9. **RESIGNATION**: In the event that Employee voluntarily resigns from the City, the Employee shall provide a minimum of 14 days notice in writing to the Governing Body. The Employee is entitled to accrued annual leave in accordance with the City Personnel Ordinance.
10. **SEVERABILITY**: The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision.
11. **HOURS OF WORK**: The Employee shall work a minimum of 40 hours per week, plus be available for City needs outside the regular business hours without additional compensation.
12. **OTHER PARTIES**: By entering into this Contract, the City and Employee do not intend to create any right, title or interest in or for the benefit of any person other than the City and Employee. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary.
13. **LAW THAT APPLIES**: This Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and the proper jurisdiction and venue for any legal action or cause of action regarding this Contract shall be the Fourth Judicial District Court in San Miguel County, New Mexico. This Contract shall be governed by the laws of New Mexico.
14. **ENTIRE AGREEMENT**: This Contract constitutes the entire agreement between the City and Employee. Any prior agreement, terms or representations, whether written or oral, are fully merged into and superseded by this Contract. No statement, promise or inducement made by the City or Employee, either written or oral, which is not contained in this Contract, is binding between the City and Employee. No changes or amendments to this Contract shall be effective, except those in writing and signed by the City and Employee.
15. **NO WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
16. **APPROPRIATIONS**: The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature of the City, this Contract shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the

Employee and shall be final. If the City proposes an amendment to the Contract unilaterally reduce funding, the Employee shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**17. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT:** The Employee warrants that the Employee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Employee certifies that the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**18. PENALTIES FOR VIOLATION OF LAW:** The New Mexico Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on January 10, 2024.

\_\_\_\_\_  
David Romero  
Mayor of the City Of Las Vegas

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

ATTEST:

\_\_\_\_\_  
Danielle Sena, Deputy City Clerk



**PROFESSIONAL SERVICE CONTRACT**  
**CITY CLERK**

This Professional Service Contract ("Contract") is made and entered into on this 10th day of January, 2024 ("Effective Date"), by and between the City of Las Vegas, a New Mexico home-rule municipality ("City") and Casandra Fresquez ("Employee or "City Attorney").

Whereas, pursuant to the City Charter, the Employee has been appointed as the City Clerk for the City of Las Vegas, New Mexico by the Mayor and this appointment has been approved by the City Council; and

Whereas, the City Charter requires that the Governing Body enter into a contract with the City Clerk, which shall establish, among other matters compensation, benefits, duties and responsibilities; and

Whereas, pursuant to the terms of this Contract, the City desires to replace the Employee's existing contract to serve as City Clerk with this Contract, and the Employee desires to serve as City Clerk pursuant to the terms of this Contract.

Now, therefore, in consideration of the foregoing recitals to this Contract, which are incorporated herein by reference, and the covenants, terms, obligations and agreements set forth in this Contract, Employee and the City agree as follows:

1. **TERM:** This Contract shall begin on January 10, 2024, replacing the existing contract with Employee, and shall continue until December 31, 2025, or until terminated pursuant to this Contract, whichever comes first.
2. **DUTIES AND AUTHORITY:**
  - A. The City agrees to employ the Employee as the City Clerk for the City to perform the functions and duties specified in this Contract, any job description adopted by the City Council and the duties outlined in the Charter of the City of Las Vegas.
  - B. Mayor and Council shall review and evaluate the performance of the Employee, at least once annually following the adoption of the annual operating budget or at any other time the Governing Body shall so determine. Said review and evaluation shall be in accordance with specific goals and performance objectives as determined necessary for the operations of the City utilizing an evaluation form created by Mayor and Council.
3. **COMPENSATION:** City agrees to pay Employee an annual base salary of \$85,000.00 per annum, payable in installments at the same time that the other management employees of the City are paid.



4. **INSURANCE BENEFITS:** The City agrees to provide and pay the same City portions of the insurance benefits, which are provided to all other employees of the City.

5. **VACATION, SICK, AND MILITARY LEAVE:** The Employee will accrue sick leave and vacation leave in accordance with the City Personnel Policy.

6. **MISCELLANEOUS BENEFITS:**

A. The City Clerk may have the use of a City owned and maintained vehicle for City related purposes.

B. The City agrees to enroll the City Clerk into the applicable state or local retirement system (P.E.R.A.) and to make the same contributions to such retirement as other City employees received.

7. **GENERAL BUSINESS EXPENSES:**

A. The City agrees to budget and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in organizations, if the City determines that these expenses are necessary for the Employee's professional participation and in the best interests of the City.

B. The City shall allow the Employee to attend training programs with the NM Municipal League and other similar programs to allow the Employee's professional advancement. The City shall pay for the tuition, per diem and mileage expenses if the trainings have been approved in advance by the Mayor and City Council.

C. The City shall provide sufficient support staff for the Employee.

D. The City shall provide Employee with a computer, software, fax/modem/ and cell phone (or cell phone stipend of \$50.00 per month of relevant phone bill) as required for the Employee to perform the job and to maintain communication.

8. **TERMINATION:**

A. The Employee understands and agrees that the Employee serves at the will of the Governing Body pursuant to the terms of the City Charter and that the Employee may be suspended or removed with or without cause, for any reason or no reason at all, at any time by the Mayor, subject to approval of the City Council, or by a majority vote of all members of the Governing Body.

B. Should the Employee be terminated as outlined herein, this Contract will immediately become null and void.

- C. Upon termination, the Employee shall be entitled to receive pay for the hours Employee has worked to the point of termination, as well as for the accumulated vacation leave in the time and manner that all other City employees are paid such benefits. Under no circumstances shall the Employee have a right to severance pay.
9. **RESIGNATION**: In the event that Employee voluntarily resigns from the City, the Employee shall provide a minimum of 14 days notice in writing to the Governing Body. The Employee is entitled to accrued annual leave in accordance with the City Personnel Ordinance.
10. **SEVERABILITY**: The invalidity or partial invalidity of any portion of this Contract will not affect the validity of any other provision.
11. **HOURS OF WORK**: The Employee shall work a minimum of 40 hours per week, plus be available for City needs outside the regular business hours without additional compensation.
12. **OTHER PARTIES**: By entering into this Contract, the City and Employee do not intend to create any right, title or interest in or for the benefit of any person other than the City and Employee. No person shall claim any right, title or interest under this Contract or seek to enforce this Contract as a third party beneficiary.
13. **LAW THAT APPLIES**: This Contract shall be performed in Las Vegas, San Miguel County, New Mexico, and the proper jurisdiction and venue for any legal action or cause of action regarding this Contract shall be the Fourth Judicial District Court in San Miguel County, New Mexico. This Contract shall be governed by the laws of New Mexico.
14. **ENTIRE AGREEMENT**: This Contract constitutes the entire agreement between the City and Employee. Any prior agreement, terms or representations, whether written or oral, are fully merged into and superseded by this Contract. No statement, promise or inducement made by the City or Employee, either written or oral, which is not contained in this Contract, is binding between the City and Employee. No changes or amendments to this Contract shall be effective, except those in writing and signed by the City and Employee.
15. **NO WAIVER**: No waiver of any of the provisions of this Contract shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.
16. **APPROPRIATIONS**: The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico and the City for the performance of this Contract. If sufficient appropriations and authorization are not made by the Legislature of the City, this Contract shall terminate immediately upon written notice being given by the City to Employee. The City's decision as to whether sufficient appropriations are available shall be accepted by the

Employee and shall be final. If the City proposes an amendment to the Contract unilaterally reduce funding, the Employee shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**17. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT:** The Employee warrants that the Employee presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Employee certifies that the requirements of Governmental Conduct Act, Section 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

**18. PENALTIES FOR VIOLATION OF LAW:** The New Mexico Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

Approved by the Governing Body on January 10, 2024.



David Romero  
Mayor of the City Of Las Vegas



Casandra Fresquez  
City Clerk

ATTEST:



Danielle Sena, Deputy City Clerk