



City of Las Vegas

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

Mayor Louie A. Trujillo

**CITY OF LAS VEGAS
SPECIAL CITY COUNCIL MEETING
October 26, 2023– Thursday – 11:00 a.m.
City Chambers
1700 North Grand Avenue
Las Vegas, NM 87701**

AGENDA

*City Council Meetings are
Available via YouTube*

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

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. PLEDGE OF ALLEGIANCE**
- IV. MOMENT OF SILENCE**
- V. APPROVAL OF AGENDA**
- VI. PUBLIC INPUT (comments limited to topics on current agenda; not to exceed 3 minutes per person and individuals must sign up at least fifteen (15) minutes prior to meeting.)**
- VII. APPROVAL OF MINUTES (October 11, 2023)**
- VIII. PRESENTATIONS (not to exceed 10-15 minutes)**
 - **Presentation by MainStreet de Las Vegas’ providing the FY 2023-24 Quarterly Report.**
- IX. BUSINESS ITEMS**
 - 1. Discussion and Approval of the Samaritan House contract.**

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

Lucas Marquez, Community Development Director At the October 18, 2023 Council Meeting, the Council gave direction that the Samaritan contract be revised and reviewed by legal counsel and brought back to a Special meeting for consideration.

X. EXECUTIVE SESSION

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

XI. ADJOURN

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

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

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

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, OCTOBER 11, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: Louie A. Trujillo

COUNCILORS: David G. Romero
Barbara Casey
Michael L. Montoya **Absent**
David Ulibarri

ALSO PRESENT: Leo Maestas, City Manager
Casandra Fresquez, City Clerk
Antonio Salazar, Sergeant at Arms

CALL TO ORDER

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

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Mayor Trujillo asked for a moment to thank everyone who works at the City of Las Vegas and thanked those who sponsored the Employee Appreciation picnic. Mayor Trujillo asked to keep everyone in their prayers to stay healthy.

APPROVAL OF AGENDA

City Clerk Fresquez advised there was an amendment to the agenda to remove the presentation by Mr. Lawrence Medina.

Councilor Casey made a motion to approve the agenda as amended. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David Ulibarri	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

Gail Swan spoke on the Animal Spay/Neuter Clinic and advised she was with the Animal Advocates of Northern New Mexico. Ms. Swan discussed finding fosters for animals they pick up and those animals are given shots. Ms. Swan mentioned the Animal Shelter not being open most of the time and advised that the City of Las Vegas needed to start vaccination clinics soon due to cases of rabies in town.

Irene Kranenburg spoke about her support for Animal Spay/Neuter Clinic and the need to build a new Animal Shelter.

Ashley Arellanes spoke about her support for the Animal Spay/Neuter Clinic and the need for City Council to secure a large appropriation for a new Animal Shelter as a legislative priority during the upcoming Legislative Session.

Sara Jo Mathews spoke about the animal crisis in the community and her support for the Animal Spay/Neuter Clinic to help decrease the animal population. Ms. Mathews also spoke about having a better up to date Animal Shelter.

EXECUTIVE SESSION

Councilor Casey made a motion to convene into executive session for the purpose of discussing Collective Bargaining Strategy, as permitted by section 10-15-1(H)(5) of the New Mexico Open Meetings Act, NMSA 1978, Discussion regarding the International Association of Firefighters (IAFF) Collective Bargaining Unit

- Legion Drive road project 15% completed
- University Ave. project
- Property loss forms submitted for all City buildings and City vehicles
- Property Clean Up (abatements)
- 2023 Albuquerque Balloon Fiesta update

APPROVAL OF MINUTES

City Clerk Fresquez stated that Councilor Montoya asked her to advise the public that a portion of the September 13th Council meeting was not live streamed on YouTube but that portion was reflected in the minutes.

Councilor Casey made a motion to approve the minutes from September 13th and September 20, 2023, with minor corrections. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	David G. Romero	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

PRESENTATIONS

Utilities Director Maria Gilvarry reported on the following Utility department projects; two sediment removal systems: Agua Pura and the Water Treatment Facility.

Discussion took place regarding other places using Agua Pura and people not wanting to drink effluent water. Also discussed was the process regarding Agua Pura.

Utilities Director Gilvarry provided an update regarding the Hot Springs Boulevard sewer and water line project.

Councilor Casey asked if the Streets department would be filling in the holes on Hot Springs due to it being washed out during the recent hailstorm.

Utilities Director Gilvarry advised that she would talk to Public Works Director Arnold Lopez about filling the holes in the area. Utilities Director Gilvarry discussed the Independence sewer line project, cleaning and stuccoing the wall on Moreno and South Pacific Street.

Mayor Trujillo advised that he's been getting numerous calls regarding the Montezuma Pond and concerns whether there will be a pond.

Utilities Director Gilvarry advised after the fire there was a lot of sediment coming down the river. Utilities Director Gilvarry advised that NRCS and Tierra Y Montes hired a contractor to remove the sediment caused by the fire.

Councilor Romero asked for a breakdown regarding money from FEMA and Legislative funding pertaining to Peterson.

CONSENT ITEMS

Councilor Romero made a motion to move Consent Agenda Item 1 to Business Items. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez read the Consent Agenda (2-4) into the record as follows:

2. Request approval of Resolution 23-31, Fiscal Year 2025 Section 5311 Grant Application Funding Requests for Transportation.

Resolution 23-31 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 23-31

A RESOLUTION TO APPLY FOR AND ACCEPT A PUBLIC RURAL TRANSPORTATION GRANT OFFER FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION TRANSIT AND RAIL DIVISION

WHEREAS, the City of Las Vegas Meadow City Express (“City”) has applied to the New Mexico Department of Transportation Transit and Rail Division (“NMDOT”) for the FY25 Section 5311 Public Transportation Grant; and

WHEREAS, the City expects the total amount to be \$653,875.00; and

WHEREAS, the City would have to contribute 20% (\$25,497.60) for administrative expenses, 50% (\$151,400.00) for operating expenses, 20% (\$44,717.40) for capital outlay in order to receive the Grant for a total amount of \$221,615.00, including New Mexico gross receipts tax; and

WHEREAS, transportation is vital for the residents of the City of Las Vegas;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are hereby incorporated herein by reference and the Governing Body hereby agrees to contribute 20% (\$25,497.60) for administrative expenses, 50% (\$151,400.00) for operating expenses, 20% (\$44,717.40) for capital outlay in order to receive the Grant, and agrees to use the Grant for the operation of the City of Las Vegas Meadow City Express Transit System.

APPROVED AND ADOPTED this _____ day of October, 2023.

Louie A. Trujillo, Mayor

ATTEST:

Casandra Fresquez, City Clerk

- 3. Request approval to accept State Appropriations from the Department of Finance and Administration in the amount of \$525,000 over the next three years for Law Enforcement Recruitment to hire enforcement/support positions.
- 4. Request approval to destroy records included on the list for the Finance Department and Museum.

Councilor Casey made a motion to approve the Consent Agenda (2-4). Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara Casey	Yes
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

BUSINESS ITEMS

1. Request approval of Addendum #2 to Contract #3827-21 with Souder Miller & Associates for professional engineering services as needed for the water distribution system.

Utilities Director Gilvarry advised that the engineering services for the water distribution system was for the distribution lines throughout town, from the tanks to the distribution system and to the public's service tap.

Councilor Romero asked if it had to do with the treatment of water.

Utilities Director Gilvarry advised no.

Councilor Casey made a motion to approve Addendum #2 to Contract #3827-21 with Souder Miller & Associates for professional engineering services as needed for the water distribution system. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David G. Romero	No
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

1. Las Vegas/San Miguel Chamber of Commerce 2023 Quarterly Report.

San Miguel Chamber of Commerce President Phillip Martinez discussed the amount of visitors that go into the Welcome Center, participating in small business events, collaboration with other entities for the Fast Cars and Film event, KNMX weekly radio program every Tuesday and working with not only business but other non-profit organizations and schools. Mr. Martinez advised that the Las Vegas/San Miguel Film Commission was planning a ceremony/event for the 40th anniversary of Red Dawn. Mr. Martinez discussed working at the Welcome Center on weekends and not feeling safe and the City saving a lot of money by not having to staff the Welcome Center.

Mayor Trujillo thanked Mr. Martinez and Angie Lyster for all their hard work.

Councilor Casey also thanked Mr. Martinez, Angie Lyster and others who work with them for their excellent hard work. Councilor Casey advised that their report was very informative.

Councilor Romero agreed with Councilor Casey and advised the importance of following what is put in the scope of work.

Mayor Trujillo asked that the report be placed under presentations during future meetings because it's not an action item.

2. Conduct a Public Hearing and Request approval to adopt Ordinance No. 23-08 repealing and replacing Ordinance No. 21-18, Article XIII, Cannabis Zoning.

Councilor Romero made a motion to enter into a Public Hearing for Business Item 2. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	David G. Romero	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

City Clerk Fresquez swore in David Bancroft, Joseph Jaramillo, Joseph Griego, Eugene Romero and Lucas Marquez.

Community Development Director Lucas Marquez discussed adjustments made to the Cannabis ordinance such as the fines being lowered from \$1,000 to \$500 and definitions clarifying the differences between a Manufacturing company and a Retail Commercial company.

Mayor Trujillo asked if there were any oppositions or concerns regarding the ordinance.

Community Development Director Marquez advised no.

Councilor Romero made a motion to exit the Public Hearing and reconvene into regular session. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David Ulibarri	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

- 2. Conduct a Public Hearing and Request approval to adopt Ordinance No. 23-08 repealing and replacing Ordinance No. 21-18, Article XIII, Cannabis Zoning.

Councilor Casey made a motion to approve the adoption of Ordinance No. 23-08, repealing and replacing Ordinance No. 21-18, Article XIII, Cannabis Zoning. Councilor Ulibarri seconded the motion.

Ordinance 23-08 was presented as follows: *Due to the length of the document, a complete copy may be obtained from the City of Las Vegas, City Clerk’s Office.*

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

David G. Romero	Yes	David Ulibarri	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

- 3. Request approval of an encroachment agreement between Diana Padilla owner of 305 Rincon Street, Las Vegas, NM and the City of Las Vegas.

Community Development Director Lucas Marquez advised that the property of 305 Rincon Street had about 2 feet encroaching into City thoroughfare.

Mayor Trujillo asked if it went through all the proper channels.

Community Development Director Marquez advised yes.

Councilor Romero discussed a previous encroachment not having the correct language and the title company needing specific wording.

City Manager Maestas asked if our attorney had reviewed this encroachment agreement.

Community Development Director Marquez advised yes.

Councilor Romero made a motion to approve an encroachment agreement between Diana Padilla, owner of 305 Rincon Street, Las Vegas, NM and the City of Las Vegas. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

4. Discussion/Direction of legislative priorities for the 2024 Legislative Session.

Grant's Consultant Robert Archuleta discussed the breakdown of each priority from the Mayor and Council for this year's legislative session. Mr. Archuleta advised that he would need to start submitting Capital Outlay requests with different dollar amounts and he could submit them as soon as next week once the Legislature opens their portal. Mr. Archuleta advised that he added six new projects to the ICIP and they are being reviewed by DFA. Mr. Archuleta advised that the six new projects were an Animal Shelter facility, City of Las Vegas backup generators, Lutheran and Collins Street repairs, 8th Street road improvements, Litherland property improvements and a new City Hall & Administrative building.

Mayor Trujillo asked what he needed from the Mayor and Council.

Mr. Archuleta advised he would need the dollar amounts so he could submit the Capital Outlay requests. Mr. Archuleta advised that he would be putting together a brochure/pamphlet for the Governor's Office and for the Legislature so they know what the City's priorities are for this year's session.

5. Request approval to award RFP #2024-08 Agua Pura Las Vegas Public Engagement Campaign to Carroll Strategies and enter into contract.

Councilor Romero made a motion to approve RFP #2024-08 Agua Pura Las Vegas Public Engagement Campaign to Carroll Strategies and enter into contract. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Barbara Casey	Yes	David Ulibarri	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

6. Request approval to award RFP 2024-05 Water and Sludge Transfer and Temporary Storage to Hay’s plumbing & Heating.

Utilities Director Maria Gilvarry discussed removing sludge from the Wastewater facility to do maintenance on the equipment and/or the water facility. Utilities Director Gilvarry advised they had one respondent when they first put out the RFP so they put the RFP out a second time and again had one respondent. Utilities Director Gilvarry advised that they did reach out to other contractors but still only had one responder. Utilities Director Gilvarry advised she met with the contractor to make sure they had the tankers and the capability of doing the work.

Councilor Romero asked if they had the employee capability to do the work.

Utilities Director Gilvarry advised yes.

Councilor Romero made a motion to approve RFP 2024-05 Water and Sludge Transfer and Temporary Storage to Hay’s plumbing & Heating. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	David Ulibarri	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

7. Request approval to award RFP 2024-01 for On-Call Sediment Removal Services to North Eastern Construction and GM Emulsion LLC and enter into contract.

Councilor Ulibarri made a motion to approve RFP 2024-01 for On-Call Sediment Removal Services to North Eastern Construction and GM Emulsion LLC and enter into contract.

Councilor Romero asked if this item was pertaining to the area they had walked through with another vendor.

Utilities Director Gilvarry advised yes and stated that the contract could be used for the entire river, all City property including the reservoirs for sediment removal.

Councilor Romero advised that he thought special equipment was going to be needed and that small businesses would not be able to do the work.

Utilities Director Gilvarry advised that after they completed the proposal, she interviewed those who were eligible and asked about their equipment, their experience and spoke about the process.

Councilor Romero asked who put the RFP together.

Utilities Director Gilvarry advised that her staff put the RFP together.

Councilor Romero advised that he thought they were getting a consultant to put the RFP together.

Utilities Director Gilvarry advised no, they did make sure the scope of work was very clear on what they expected from the vendors.

Councilor Romero advised that he looked at the RFP and it seemed vague.

City Manager Maestas advised that the RFP targets mostly the river through city limits and doesn't target the reservoirs because they need special dredging equipment.

Councilor Casey advised that she had the same questions as Councilor Romero and advised that she recalled being informed it would require special work.

Utilities Director Gilvarry advised it would be challenging work.

Councilor Casey advised that the list of equipment from the proposers did not include any special equipment.

Utilities Director Gilvarry advised they would need long reach excavators to reach further out to remove the sediment, once removed they will let the sediment dry then load it in a dump truck and haul it off.

Councilor Casey advised that she had concerns.

Discussion took place regarding contractors being allowed to rent equipment to get the job done if they don't have that type of equipment, if the contractors are doing any other current projects for the City, and a timeline to have it done.

Mayor Trujillo advised there was a motion by Councilor Ulibarri. Mayor Trujillo asked for a second, no second was given, business item 7 died.

8. Request to award RFB 2024-07 Senior Center Parking Lot Project to Pacheco Construction in the amount of \$1,127,204 to include NMGRT.

Councilor Romero made a motion to approve RFB 2024-07 Senior Center Parking Lot Project to Pacheco Construction in the amount of \$1,127,204 to include NMGRT.

Mayor Trujillo asked for a second, no second was given, business item 8 died.

9. Discussion/Direction regarding Contracts, Agreements and Memorandum's of Understanding (MOU's).

Councilor Romero stated that he received a call pertaining to an MOU with Luna Community College and advised that City Manager Maestas was under the impression that he could sign off on all MOUs. Councilor Romero advised that he believed anything monetary needed to be taken to Council. Councilor Romero

advised that if it is pertaining to use a park or the Recreation Center for events then that would fall under City Managers title.

Mayor Trujillo asked City Clerk Fresquez what the established practices had been.

City Clerk Fresquez advised all RFPs and addendums to RFPs went to Council and at one point that stopped happening. City Clerk Fresquez advised in the last couple of years only certain contracts went to Council that were over \$60,000 and some MOUs were taken but most of them weren't.

Mayor Trujillo stated that anything that involves City funds should be taken to Council.

Councilor Casey advised that all MOUs should be taken to Council because they are a contract, they are binding whether it's \$10 or \$10,000. Councilor Casey advised that they need to see what agreements are being made between the City and other entities.

City Manager Maestas advised that almost every MOU has some type of compensation.

Councilor Casey made a motion that all MOUs, contracts and agreements with any other entity go before council regardless of the amount of money that is involved. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	No	Barbara Casey	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

10. Discussion and Approval to fund \$10,000 for spay and neuter clinics.

Councilor Romero advised that San Miguel County was going to try to seek another \$10,000 to match and possibly another organization. Councilor Romero advised between both entities and that organization they'll be able to tackle the animal crisis in the community.

Mayor Trujillo asked if the money would come from the general fund.

City Manager Maestas advised yes, they would have to set aside general funds for that project.

Councilor Romero made a motion to approve \$10,000 for spay and neuter clinics. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	David G. Romero	Yes
Barbara Casey	Yes		

City Clerk Fresquez advised the motion carried.

Councilor Romero asked City Manager Maestas to make sure it goes through the Animal Shelter and that all procurement is followed to get the best obtainable price.

City Clerk Fresquez advised Mayor Trujillo that Community Services Director Wanda Salazar had a question for Council.

Community Services Director Wanda Salazar advised that her question was in regards to business item 8 that died. Community Services Director Salazar advised that they have deadlines for the funding of \$1.1 million that was approved through Aging and Long Term Services, which expires June 30, 2024. Community Services Director Salazar advised that they could submit another RFP but they're running out of time and Pacheco Construction was the only one out of three bidders that was within their budget.

Mayor Trujillo advised Community Services Director Salazar that she could bring the item back to the agenda for next week.

Councilor Casey asked if they could bring the item back now.

City Clerk Fresquez advised she believed an item could be reconsidered if a Councilor chooses.

Councilor Casey made a motion to reconsider business item 8; Request to award RFB 2024-07 Senior Center Parking Lot Project to Pacheco Construction in the amount of \$1,127,204 to include NMGRT. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Barbara Casey	Yes
David G. Romero	Yes		

City Clerk Fresquez advised the motion carried.

- 8. Request to award RFB 2024-07 Senior Center Parking Lot Project to Pacheco Construction in the amount of \$1,127,204 to include NMGRT.

Councilor Casey made a motion to approve Pacheco Construction to do the work for RFB 2024-07. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David G. Romero	Yes	Barbara Casey	Yes
David Ulibarri	Yes		

City Clerk Fresquez advised the motion carried.

ADJOURN

Councilor Casey made a motion to adjourn. Councilor Ulibarri seconded the motion. All were in favor.

City Clerk Fresquez advised the motion carried.

Meeting adjourned at 7:45 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: October 26, 2023

Date Submitted: 10/23/23

Department: Community Development

Item/Topic: MainStreet de Las Vegas' FY 2023-24 Quarterly Report.

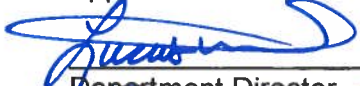
Fiscal Impact:

Attachments: MainStreet Report and Contract #4002-23


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

Approved For Submittal By:

Reviewed By:



Department Director



City Manager

Finance Director

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

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

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

First Quarter Report/City of Las Vegas 2023-24

July-September 2023





Transformation Strategy 1 Coordinate with the City to develop/implement public infrastructure projects

Provide assistance to the City of Las Vegas on all aspects of the Great Blocks construction in the Historic Railroad District. This project seems to be at a standstill at this point although the \$1.2 million in Capital Outlay funding has been awarded and is available.

First Quarter Economic Development Report

The Main Street District had 4 businesses close (Popular Dry Goods, Blowin' in the Wind, Stella's, and For the Love of Vinyl) and one new business open (Casa Musica). One major building sold (the Wells Fargo Building on East Lincoln).



**MainStreet District
Trash Pick-Up
Saturday, October 28,
9:00am to 12:00pm**

We will be picking up trash in the Railroad District on Saturday, October 28 from 9:00 a.m. to noon. Main Street will partner with students from Highlands University to complete this trash pick up.



Vistas de Las Vegas City Wide Mural Project Update

Mural #1 on Fire Station #1 at Legion & 7th is nearing completion. Artist Faith Gelvin will finish this mural by the end of October. Mural #2 by artist Pola Lopez has started and will be completed indoors and then installed on the building behind the caboose on South Grand. Murals # 3 & 4 will be started in the Spring of 2024.



**As Requested by the City,
Main Street de Las Vegas
will assist with city wide
holiday events in the Main
Street District**

Main Street de Las Vegas Board
Members and staff will work and
serve candy at Boofest/2023.



Work with the City and the Urban Land Institute to organize a Las Vegas Housing Summit

The Urban Land Institute, the City of Las Vegas, and Main Street de Las Vegas hosted a Housing Summit at Highlands on September 13th. About 60 people attended including Mayor Trujillo, and Council Member Michael Montoya and Council Member David Romero. Attendees were divided into teams tasked with solving the housing crisis in Las Vegas. A report and housing assessment on the Summit will be published in November. This will show the Las Vegas community what our housing needs are.



**LAS VEGAS
HOUSING
SUMMIT**

**Wednesday, September 13
10 am – 2 pm**

New Mexico Highlands University
SUIR Ballroom

Sponsored by


**A Recovery Month
Celebration Event was
held on September
23rd in the Las Vegas
Community Garden co
sponsored by Main
Street de Las Vegas**

RECOVERY MONTH EVENT

WHEN

**September 23, 2023
11:00 a.m. – 3:00 p.m.**

WHERE

**Community Garden
Corner of Railroad Ave. & Douglas Ave., Las Vegas, NM**

**FEATURING · Guest Speakers on Addiction and Recovery ·
Food & Beverages · Entertainment · Booths ·**



SPONSORS

**⌘ 4th JUDICIAL DISTRICT
Adult Treatment Court
and Magistrate Court
DWI/Adult Treatment
Court Programs**
**⌘ Main Street de Las
Vegas**
**⌘ Recovery Community
of NM, BHSD/Rio Grande
ATP, Inc.**
**⌘ MSG Local
Collaborative 4**

**New Mexico
Main Street
Service
Requests: 3
will be
submitted in
2023-24**

The first service request, the Small Business Resiliency Audit Tool, happened with the Main Street America office in D.C. Las Vegas was included with Tucumcari and Lovington in a case study about how we can better understand the comprehensive nature of challenge types impacting Main Street businesses. Understand best approaches and processes for gaining that knowledge, and to understand best approaches and processes for connecting small businesses to both the education and technical/financial resources they may need.

Implement a capacity building strategy that enhances organizational resources and supports the long-term sustainability of MSLV

MSLV's annual Gala, Main Street Under the Stars, is back after 4 years. This year's Gala will be on October 7th. Over 175 people will attend. This fundraiser will help MSLV raise enough funding to meet its fiscal obligations and will enhance our organizational resources.



MAIN STREET
Under The Stars Gala
October 7th, 2023
You're Invited

The Gala's Honorees

- The Skillet Chingon Bar**
Isaac Sandoval
- Stella's Cafe**
The Diamond Street Rock Houses
Jan & Frank Beurskens
- Indigo Theater**
Las Vegas Community Foundation
Erno Bach
- Prairie Hill Cafe**
Byron T's Saloon
Sara Jo Mathews & Ryan Snyder
- Buffalo Hall Cowboy Cafe**
Carlos Lopez & Dennis Lucero

For more information or to purchase Tickets
Call 505.617.6800 | visit: <https://www.mainstreetdelasvegas.org/annual-gala> | or scan QR



Professional Services Contract

Between the City of Las Vegas, New Mexico
And
MainStreet de Las Vegas

This Professional Services Contract ("Contract") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter " City") and Mainstreet de Las Vegas (hereinafter" Contractor") on this 16th day of August, 2023.

RECITALS

WHEREAS, the Contractor is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts. Three districts exist on the National and Local Registers of Historic Places they are the Railroad District, New Town/Douglas Avenue District and Old Town/Plaza District; and

WHEREAS, the City commits financial support through August 16th, 2024, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Thirty Five Thousand Dollars (\$35,000.00). Thirty Thousand dollars (\$30,000) is payable for the Scope of Work (**Exhibit A**), and \$5,000.00 is paid in the form of in-kind services for the use of an office space, to be paid to the Contractor under the terms and conditions of this Contract; and

WHEREAS, Contractor desires to provide such services under the terms and conditions of this Contract.

Now, therefore, it is hereby mutually agreed by and between the parties that the Recitals and any exhibits are incorporated herein by reference, and Contractor shall perform the scope of work as attached as **Exhibit A** to this contract.

1. Term. This Contract shall be effective from the date it is fully executed through August 16th, 2024, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. Completion Schedule. Contractor shall complete the tasks identified in the Scope of Work no later than August 16th 2024.
3. Compensation and Payment Schedule. The City shall pay Contractor on a timely basis as follows:
 - A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Thirty Five Thousand Dollars (\$35,000).

- B. In support of the implementation of projects and in fulfillment of the biannual MOU executed with New Mexico MainStreet, the City shall provide the following in-kind services to the Contractor during FY24:
- Grantwriting/application support for jointly-funded proposals (capital outlay, etc.)
 - Staff time to support revitalization efforts such as assisting with district clean-up activities, physical improvement projects, events, etc.
 - Equipment and supplies, if available and appropriate
 - Continued use of City facilities for meetings
- C. Method of Payment: The City shall pay Contractor in four (4) equal installments of \$7,500.00 on a quarterly basis of each fiscal year. The City shall provide the initial payment with the execution of the contract commencing on August 16th, 2023. Thereafter, the Contractor shall provide quarterly reports, to be reviewed by the City Council prior to the subsequent quarterly payments. The quarterly reports shall provide detailed progress reports on the Scope of Work to include percent completion of each task. City shall provide subsequent quarterly payments in October, January and April upon submission of invoices and quarterly reports detailing progress with implementation of project deliverables in the previous quarter.
- D. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in written amendment to this Contract executed prior to the additional work being performed.
- E. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour (\$50.00) to seventy five dollars per hour (\$75.00) including gross receipts tax, depending on the experience of the individual providing the requested services.

4. Termination.

- A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:
- i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or
 - ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract.

- B. The Contractor may terminate this Contract if the City is in default in the performance of any material term, condition or covenant of this Agreement and if the City does not cure the default within ten (10) days after notice, or, if the default is of such nature that it cannot be cured completely within the ten (10) day period.
 - C. In no event shall termination of this Contract nullify obligations of either party prior to the effective date of termination.
5. Contractor Independent from City. Nothing in this Contract is intended or will be construed in any way as creating or establishing any partnership, joint venture or association or to make the Contractor an agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is and will remain a separate entity, related to the City only by the provision and conditions of this Contract. The Contractor, its agents, employees or subcontractors are not employees or agents of the City for any purpose whatsoever. The Contractor shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all sub-contractors. The Contractor and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.
 6. Appropriation. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of the Agreement. If sufficient appropriations or authorizations are not made, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient authorizations are available shall be accepted by Contractor and shall be final.
 7. Subcontracting. The Contractor shall not subcontract any portion of the services to be performed under this Contract, unless specified herein or with the prior written approval by the City.
 8. Assignment. The Contractor shall not assign or transfer any interest in the Contract, or assign any claims for money due, or to become due, under this Contract without the prior written approval of the City.
 9. Taxes. Contractor acknowledges that he, and he alone, shall be liable for and shall pay to the New Mexico Taxation and Revenue Department, the applicable gross receipts taxes on all monies paid to him under this Contract and the City shall have no liability for payment of such tax. Contractor also acknowledges that he, and he alone, shall be liable to the State or Federal Governments and/ or their agencies for corporate, income and self-employment taxes

required by the law and that the City shall have no liability for payment of such taxes or amounts.

10. Business Insurance Requirements.

- A. Contractor will provide and maintain its own insurance, to include liability insurance for the work described in this Agreement, in amounts acceptable to industry standards so long as this Contract is in effect. Policies of insurance will be written by companies authorized to write such insurance in New Mexico, and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico.
- B. If the Contractor subcontracts any part of its obligations under this Contract, the Contractor will include any or all such subcontractors on its insurance policies or require such subcontractors to secure the insurance coverage required by the City.
- C. The Contractor shall furnish certificates of insurance to the City and shall deliver the certificates to the City Manager, 1700 North Grand Ave. Las Vegas, New Mexico, 87701.
- D. The Contractor shall not begin any activities in furtherance of this Contract until the required insurance has been obtained and proper certificates of insurance delivered to the City Administrator. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve the Contractor of full responsibility to maintain the required insurance in full force and effect.

11. Workers' Compensation Insurance. The Contractor will comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are to be subcontracted, the Contractor will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. The Contractor covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this Paragraph and that the indemnification provision of this Contract will apply to this Paragraph.

12. Indemnification. Contractor agrees to indemnify, defend and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Contract unless specifically exempted by New Mexico law. Contractor further agrees to hold the City harmless from all claims for any

injury or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Contract.

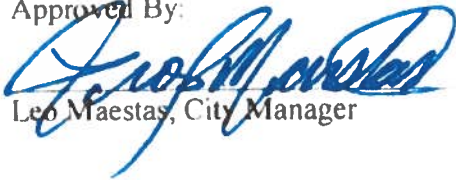
13. Release. Contractor agrees that upon final payment of the amount due under this Contract, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Contract.
14. Non Agency. Contractor agrees not to purport to bind the City to any obligation not specifically assumed herein by the City, unless the Contractor has expressed written approval and then only within the limits of that expressed authority.
15. Confidentiality. Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.
16. Conflict of Interest. Contractor warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with his performance of services under this Contract.
17. Non Discrimination. Contractor agrees that he, his employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
18. Scope of Agreement, Amendment and Severability. This Contract contains the entire agreement and understanding between the City and Contractor with respect to the subject matter herein and all prior negotiations, writings, agreements and understandings are merged in and are superseded and cancelled by this Agreement. No statement, promise, or inducement made by the City or the Contractor, either written or oral, which is not contained in this Contract, is binding upon the City or Contractor. In the event that any word, phrase, section, portion or other part of this Contract is found and declared by a court of competent jurisdiction to be illegal, unenforceable or void ("Stricken Part"), this Contract shall continue in full force and effect without the Stricken Part.
19. Applicable law. This Contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City.

20. Penalties for violation of law. The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
21. Conformance to Laws. The Contractor shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under the Contract. Contractor acknowledges that the Procurement Code Section 13- 1- 28 through 13- 1- 199, NMSA 1978, Comp., as amended, imposes civil and criminal penalties for its violation. In addition, Contractor acknowledges that New Mexico criminal statutes impose felony penalties for illegal bribes, or gratuities.
22. Work Product. All work and work product produced under this Contract shall be and remain the exclusive property of the City and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the City, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13- 1- 123(b), NMSA (1978) as amended shall apply. Further, Contractor shall not apply for, in its name or otherwise, any copyright, patent or other property right or exclusive right relating to the City' s work product
23. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act. NMSA 1978, Section 41-4-1 through 41-4-30. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity. do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.
24. Third Party Beneficiaries. By entering into this agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.
25. Copy Effective as Original. A copy of this Contract shall have the same force and effect as the original.
26. Notices. All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below;(ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the

street address set forth below; or (iv) five (5) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.


CITY OF LAS VEGAS

Approved By:


Leo Maestas, City Manager

Date: 8/16/23

CONTRACTOR:


Tasha Martinez, President
MainStreet de Las Vegas

Date: 8/21/2023

Attest:


Casandra Fresquez, City Clerk



2023-24 Scope of Services: Activities Reflecting Use of City Funds

A. Core Services coordinated by New Mexico Main Street

As part of the year-to-year, recurring Core Services in fulfillment of the roles, responsibilities and expectations identified in the Biannual Memorandum of Understanding (MOU) executed between the Contractor (MainStreet de Las Vegas), the City of Las Vegas and the New Mexico MainStreet (NMMS) program, the Contractor shall provide unified management and coordination for the revitalization and economic development activities in the historic Las Vegas business district in accordance with the guidelines and expectations of the National Main Street Center and the New Mexico MainStreet Program, State Coordinating body including:

- 1) Maintain a legally compliant 501c3 MainStreet organization to help revitalize and support economic growth within the designated Historic MainStreet District ("Downtown") in accordance with the NMMS guidelines and objectives.
- 2) Work closely with the City's elected officials and professional staff, and all appropriate organizations, individuals, and entities to augment the work of MainStreet's staff and board to bring projects to completion and meet common goals.
- 3) Develop annual work plans in coordination with City that prioritize revitalization projects in the Las Vegas MainStreet district under the board-adopted Economic Transformation Strategies (Section B, below) created with the support of New Mexico MainStreet.
- 4) Implement a Capacity-Building strategy that enhances organizational resources and supports long-term sustainability of the MainStreet de Las Vegas (MSLV) program to engage the public-private partnerships with City government and the New Mexico MainStreet program.
- 5) Provide a qualified, experienced Main Street Program Executive Director whose duties would be, among others, to provide compliance and reporting documentation for the Las Vegas MainStreet program and also to help coordinate revitalization projects in the historic commercial district.
- 6) Ensure adequate organizational progress toward completion of all compliance standards and operating guidelines established by the National Main Street Center and the NMMS program to maintain status as a MainStreet America Accredited Program.
- 7) Use NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the district and serve as an information clearing house for this type of information in the community.
Prepare and deliver quarterly summary reports to be submitted with invoices and four (4) quarterly presentations to the City Council or designated departmental staff outlining progress with service delivery, implementation of projects, and reporting of district

reinvestment statistics/impact measures. Participate in planning/coordination meetings City Manager, Community Development Director and other key City staff as needed.

B. Additional Services to be Completed within the Current Fiscal Year

In addition to the Core Services listed above, the Contractor shall complete the following activities in advancing the board-adopted Economic Transformation Strategies:

Tasks to be completed as part of the City Contract in FY2023-24:

Transformation Strategy #1: Advocate for, advance and implement physical improvements throughout the district to catalyze property redevelopment including placemaking projects that stimulate tourism, pedestrianism, and business recruitment/retention.

1) Coordinate with the City to complete the Great Blocks Railroad District construction: Provide assistance to the City of Las Vegas to complete for all phases of the Great Blocks Project in the Historic Railroad District.

Provide construction mitigation support via outreach, communications and updates to the residents and businesses.

2) Work with the City to complete streetscaping on East Lincoln with appropriate trees, plantings, trash receptacles, and benches.

Work with the City to explore installing a gateway structure with assistance from New Mexico Main Street and approval by the New Mexico Historic Preservation Division.

3) Organize community cleanup efforts in the Main Street District.

Plan and coordinate two district cleanups during the fiscal year, one in 2023 & one in 2024.

Coordinate volunteer teams for project implementation.

4) Continue partnership with the City of Las Vegas, the Las Vegas Arts Council, and Highlands University to help coordinate Vista de Las Vegas, a citywide mural project:

- Complete the remaining two murals by the end of the fourth quarter of 2023-24.

5) As requested by the City, assist with community wide Holiday events within the MSLV district such as Boo Fest, Christmas Parade and Tree Lighting, Easter Egg Hunt etc.

6) Continue to explore the Expansion of the Main Street District in Las Vegas to include South Pacific. A request was sent to the Executive Director of New Mexico Main Street in 2023. No decision has been reached yet. The State Legislature has to approve this request. There will be an update in the second quarter.

Transformation Strategy #2: Create a focused, deliberate path to continue to revitalize and strengthen Las Vegas' downtown and commercial district's economy.

- 1) Utilize NMMS reporting tools to track and communicate key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the MSLV district and serve as an information clearing house for this type of information in the community. MSLV shall include reports with this information to the City with the 2nd and 4th Quarter reports.
- 2) Inventory trash receptacles and benches in the entire Main Street District. Work with the City Manager on selection for new street furniture. Coordinate application to City of Las Vegas Lodgers Tax Advisory Board for trash receptacles and benches for the Main Street District.
- 3) Work with the City and submit no less than three (3) service requests to the NMMS program in FY 2023-24, to connect technical assistance to support the economic revitalization of the Main Street District. These service requests include economic vitality, promotion, organization, and design and will be requested in Quarters 2, 3, and 4.
- 4) Fundraise for and organize a façade squad for the Main Street District in Quarter 4.
- 5) Continue to work with the Urban Land Institute on the Housing Summit scheduled for September 13th of this year.



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

Meeting Date: October 26, 2023

Date Submitted: 10/23/23

Department: Community Development

Item/Topic: Discussion and approval of the Samaritan House contract.

At the October 18, 2023 Council Meeting, the Council gave direction that the Samaritan contract be revised and reviewed by legal counsel and brought back to a Special meeting for consideration.

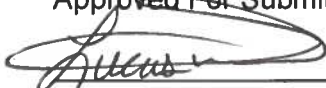
Fiscal Impact:

Attachments: MainStreet Report and Contract #4002-23

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

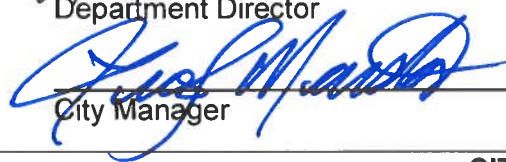
Approved For Submittal By:

Reviewed By:



Department Director

Finance Director



City Manager

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

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

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

SERVICE AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE SAMARITAN HOUSE, INC.

THIS AGREEMENT is hereby made and entered into this ____ day of ~~October~~ ~~December~~ 2023 ~~2~~ (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”) and the Samaritan House, Inc., a New Mexico non-profit corporation (“Samaritan”).

Recitals

WHEREAS, Samaritan is a non-profit corporation whose purpose is to provide shelter and other services to persons who are homeless and/or otherwise in need (“Services”); and

WHEREAS, the City commits to financial support of Samaritan in a monthly amount not to exceed ~~\$7,142.85~~ ~~8,333~~ per month, from ~~October~~ ~~December~~ ____, 2023 ~~2~~ through May 30, 2024 ~~3~~; not to exceed \$50,000.00.

WHEREAS, Samaritan desires and commits to providing the Services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Samaritan and the City agree as follows:

1. Term. This Agreement shall be valid through May 30, 2023, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. Completion Schedule. Samaritan shall complete the tasks and deliverables as provided in the section entitled “Scope of Work” and provide monthly reports as outlined.
3. Compensation and Payment Schedule. The City will pay Samaritan for services satisfactorily rendered in the monthly amount not to exceed ~~\$7,142.85~~ ~~8,333.00~~. Said amount shall be paid to Samaritan upon the City’s receipt of Samaritan’s monthly invoice on the condition that Samaritan has accomplished the Scope of Services outlined herein to the satisfaction of the City. Payments shall be made to Samaritan within thirty days after the City certifies its receipt of Samaritan’s invoice. No further amounts shall be available under this Agreement unless authorized by the City Council and embodied in a written amendment to this Agreement.
4. Termination. In addition to any other remedy provided by law, the City may terminate this Agreement for any reason, at any time, in the City’s sole discretion, by giving a 30 day written notice to Samaritan. Samaritan shall render a final report of the services performed up to the date of termination and shall turn over the City original copies of work, research or papers prepared under this Agreement.

5. Samaritan Independent from City. Nothing in this Agreement is intended or shall be construed in any way as creating or establishing any partnership, joint venture or association or to make the Samaritan, or any of Samaritan's employees or agents, an agent, representative or employee of the City for any purpose or in any manner whatsoever. Samaritan is and will remain a separate entity, related to the City only by the provision and conditions of this Agreement. Samaritan, its agents, employees or subcontractors, are not employees or agents of the City for any purpose whatsoever. Samaritan shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all of its sub-contractors. Samaritan and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

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

7. Subcontracting. Samaritan shall not subcontract any portion of the services to be performed under this Agreement, unless specified herein or with the prior written approval by the City.

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

9. Taxes. Samaritan acknowledges that it, and it alone, shall be liable for and shall timely pay to the appropriate taxing entity any and all taxes required by law, and the City shall have no liability for payment of any such taxes.

10. Insurance Requirements. Prior to receiving any payments from the City, Samaritan, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation or modification of such policies. Policies of insurance will be written by companies authorized to write such insurance in New Mexico and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Samaritan shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Clerk. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Samaritan of full responsibility to maintain the required insurance in full force and effect. Samaritan shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing service under this Agreement. Samaritan shall comply with the applicable provisions of the New Mexico Workers' Compensation Act, the

Services Contract between City of Las Vegas and Samaritan House Page 2 of 6

Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are subcontracted, Samaritan will require the subcontractor similarly to provide such

coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. Samaritan covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Samaritan's failure to comply with the provisions of this paragraph and that the indemnification provision of this Agreement will apply to this paragraph. Samaritan shall provide the City with evidence of its compliance with such requirement prior to receiving any payments from the City. All documents required under this Section 10 shall be provided to the City Clerk's Office, and are hereby made part of this Agreement.

11. Indemnification. Samaritan agrees to indemnify and hold harmless the City, its elected officials, agents, and employees from any and all claims, suits, and causes of action which may arise. Samaritan further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Samaritan, its employees, agents, other representatives, invitees or guests.

12. Release. Samaritan releases the City from all liabilities, claims and/or obligations whatsoever.

13. Non Agency. Samaritan shall not bind the City to any obligation not specifically assumed herein by the City, unless Samaritan has expressed written approval and then only within the limits of that expressed authority.

14. Confidentiality. Any information learned, given to, or developed by Samaritan in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to any entity without the prior written approval of the City.

15. Conflict of Interest. Samaritan warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this Agreement.

16. Non Discrimination. Samaritan agrees that it, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

17. Scope of Agreement and Amendment. This Agreement constitutes the entire agreement between the City and Samaritan with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged in and are superseded by this Agreement. No statement, promise, or inducement made by the City or Samaritan, either written or oral, which is not contained in this Agreement is binding between the City and Samaritan.

18. Applicable law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules, and regulations of the City. The venue for any dispute shall be the Fourth Judicial District Court in Las Vegas, New Mexico.

19. Conformance to Laws. Samaritan shall comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under this Agreement.

20. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, and Section 41-4-1 through 41-4-30. The City and its “public employees,” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21. Third-Party Beneficiaries. By entering into this Agreement, Samaritan and the City do not intend to, and shall not, create any right, title, or interest in or for the benefit of any entity other than the City and Samaritan. No 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.

22. Miscellaneous. 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. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or obligations were fulfilled. Samaritan and its members or agents understand that they may appeal the decision of the City Manager to the City’s Governing Body. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach to the same or any other provision of the Agreement. This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the Charter and Ordinances of the City of Las Vegas as they exist at the time this Agreement is signed. All of these Statutes, Charter and Ordinances are incorporated by reference into this Agreement.

23. Scope of Work. Samaritan shall provide the following services within the City to eligible populations to be served to reduce the length of time persons remain homeless by providing the following accommodation for a maximum of twelve people:

A. Sleeping accommodations from ~~1700 2200~~ hrs. to ~~0830 0630~~ hrs.,

B. The provisions of dinner and breakfast,

C. Clothing, and hygiene items as necessary.

D. ~~Housing referral~~ ~~Referral~~ to all in need or the appropriate resource as requested by the guest.

E. Open a day program to provide breakfast and lunch, laundry and computer access, open from 1000 hrs to 1200 hrs Monday thru Friday.

F. Develop and implement policies and procedures related to safety and security in dorms. These policies and procedures should be communicated to all students and staff.

Services Contract between City of Las Vegas and Samaritan House Page 4 of 6

The Scope of Work shall be achieved and operate under the following conditions:

- a. Samaritan shall operate within an Interim Rule Program (IRP), where new, revised, removed or recommended policy or procedures from staff, guests, the public or interested parties shall be formally introduced to the Board of Directors for consideration. The final rule shall be posted at the entrances of the Samaritan House.
- b. Law Enforcement shall have access to all outdoor camera systems on request.
- c. A dedicated phone line and voice mailbox shall be available for public comment 24 hours a day for the term of this agreement.
- d. Twice monthly, for 30-45 minutes, Samaritan House will open a Zoom session for updates to the public on the most recent efforts to combat addiction, stigma, and mental illness in San Miguel County and to ask questions of the experts.
- e. One Board member appointment shall be made available to any neighborhood homeowner within the shelter zip code for the term of this agreement.
- f. Have a Fire inspection conducted by Las Vegas Fire Department annually to assure fire codes are up to date.

Staffing: Samaritan shall operate a homeless shelter located at the corner of 7th Street and Lincoln Avenue. The Shelter will be staffed in the evenings. Staff will conduct intake, serve dinner, and ensure that guests are settled in comfortably and safely. The nighttime staff member will be on duty overnight and trained in but not limited to: Samaritan policies and procedures, crisis management, use of Narcan, drug detection, issues of mental health, and medication handling. Samaritan House will strive to end homelessness.

Food Preparation & Service: Samaritan House will acquire and maintain all NM Health Department licensure to ensure that food is handled properly and that the dishwashing process meets all applicable laws and regulations.

Emergency Shelter Facilities: The Shelter will be a safe, warm, and secure facility that is open to anyone who needs help and is willing to observe the facility's rules. Smoking will be restricted to a secured area outside of the building and within the Shelter's fenced-enclosed area. The Shelter shall provide guest access to a computer.

Licenses: Samaritan shall obtain and maintain throughout this Agreement all applicable professional and business licenses required by law for itself, its employees, agents, representatives, and subcontractors.

Reports: Samaritan shall provide the **City Council**, City Manager and Finance Department a monthly report outlining expenses paid for with City funding in a line-item budget format.

The Samaritan House shall be paid by the City only for services actually performed.

Records and Audits: Samaritan shall maintain, throughout the term of this Agreement and for a period of five years thereafter, detailed descriptions that indicate the date, time, and nature of services rendered under the terms and limitations of this agreement.

Services Contract between City of Las Vegas and Samaritan House Page 5 of 6

These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing before and after payment to Samaritan House. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Inspections: Any City Department authorized by law can enter and inspect the Samaritan shelter with or without notice. Any violation and conviction of Samaritan House of interfering with a lawful entry and inspection by the City shall immediately void and terminate this agreement.

In witness of which, the City and Samaritan have duly executed this instrument as of the Effective Date.

CITY OF LAS VEGAS Approved By:

_____ Date: _____
Leo Maestas, City Manager

Attest: _____

Casandra Fresquez, City Clerk

Approved as to legal sufficiency:

SAMARITAN:

Signature: _____

Printed Name: _____ Title: _____

Email address: _____

Date: _____

Services Contract between the City of Las Vegas and Samaritan House Page 6 of 6

SERVICE AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE SAMARITAN HOUSE, INC.

THIS AGREEMENT is hereby made and entered into this 21st day of December 2022 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”) and the Samaritan House, Inc., a New Mexico non-profit corporation (“Samaritan”).

Recitals

WHEREAS, Samaritan is a non-profit corporation whose purpose is to provide shelter and other services to persons who are homeless and/or otherwise in need (“Services”); and

WHEREAS, the City commits to financial support of Samaritan in a monthly amount not to exceed \$8,333 per month, from December 21st, 2022 through May 30, 2023, not to exceed \$50,000.00.

WHEREAS, Samaritan desires and commits to providing the Services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Samaritan and the City agree as follows:

1. Term. This Agreement shall be valid through May 30, 2023, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. Completion Schedule. Samaritan shall complete the tasks and deliverables as provided in the section entitled “Scope of Work” and provide monthly reports as outlined.
3. Compensation and Payment Schedule. The City will pay Samaritan for services satisfactorily rendered in the monthly amount not to exceed \$8,333.00. Said amount shall be paid to Samaritan upon the City’s receipt of Samaritan’s monthly invoice on the condition that Samaritan has accomplished the Scope of Services outlined herein to the satisfaction of the City. Payments shall be made to Samaritan within thirty days after the City certifies its receipt of Samaritan’s invoice. No further amounts shall be available under this Agreement unless authorized by the City Council and embodied in a written amendment to this Agreement.
4. Termination. In addition to any other remedy provided by law, the City may terminate this Agreement for any reason, at any time, in the City’s sole discretion, by giving 30 day written notice to Samaritan. Samaritan shall render a final report of the services performed up to the date of termination and shall turn over the City original copies of work, research or papers prepared under this Agreement.

5. Samaritan Independent from City. Nothing in this Agreement is intended or shall be construed in any way as creating or establishing any partnership, joint venture or association or to make the Samaritan, or any of Samaritan's employees or agents, an agent, representative or employee of the City for any purpose or in any manner whatsoever. Samaritan is and will remain a separate entity, related to the City only by the provision and conditions of this Agreement. Samaritan, its agents, employees or subcontractors, are not employees or agents of the City for any purpose whatsoever. Samaritan shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all of its sub-contractors. Samaritan and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

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

7. Subcontracting. Samaritan shall not subcontract any portion of the services to be performed under this Agreement, unless specified herein or with the prior written approval by the City.

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

9. Taxes. Samaritan acknowledges that it, and it alone, shall be liable for and shall timely pay to the appropriate taxing entity any and all taxes required by law, and the City shall have no liability for payment of any such taxes.

10. Insurance Requirements. Prior to receiving any payments from the City, Samaritan, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation or modification of such policies. Policies of insurance will be written by companies authorized to write such insurance in New Mexico and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Samaritan shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Clerk. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Samaritan of full responsibility to maintain the required insurance in full force and effect. Samaritan shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing service under this Agreement. Samaritan shall comply with the applicable provisions of the New Mexico Workers' Compensation Act, the

Subsequent Injury Act and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are subcontracted, Samaritan will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. Samaritan covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Samaritan's failure to comply with the provisions of this paragraph and that the indemnification provision of this Agreement will apply to this paragraph. Samaritan shall provide the City with evidence of its compliance with such requirement prior to receiving any payments from the City. All documents required under this Section 10 shall be provided to the City Clerk's Office, and are hereby made part of this Agreement.

11. Indemnification. Samaritan agrees to indemnify and hold harmless the City, its elected officials, agents, and employees from any and all claims, suits, and causes of action which may arise. Samaritan further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Samaritan, its employees, agents, other representatives, invitees or guests.

12. Release. Samaritan releases the City from all liabilities, claims and/or obligations whatsoever.

13. Non Agency. Samaritan shall not bind the City to any obligation not specifically assumed herein by the City, unless Samaritan has expressed written approval and then only within the limits of that expressed authority.

14. Confidentiality. Any information learned, given to, or developed by Samaritan in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to any entity without the prior written approval of the City.

15. Conflict of Interest. Samaritan warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this Agreement.

16. Non Discrimination. Samaritan agrees that it, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

17. Scope of Agreement and Amendment. This Agreement constitutes the entire agreement between the City and Samaritan with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged in and are superseded by this Agreement. No statement, promise, or inducement made by the City or Samaritan, either written or oral, which is not contained in this Agreement, is binding between the City and Samaritan.

18. Applicable law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules, and regulations of the City. The venue for any dispute shall be the Fourth Judicial District Court in Las Vegas, New Mexico.

19. Conformance to Laws. Samaritan shall comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under this Agreement.

20. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, and Section 41-4-1 through 41-4-30. The City and its ‘public employees,’ as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21. Third-Party Beneficiaries. By entering into this Agreement, Samaritan and the City do not intend to, and shall not, create any right, title, or interest in or for the benefit of any entity other than the City and Samaritan. No 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.

22. Miscellaneous. 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. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or obligations were fulfilled. Samaritan and its members or agents understand that they may appeal the decision of the City Manager to the City’s Governing Body. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach to the same or any other provision of the Agreement. This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the Charter and Ordinances of the City of Las Vegas as they exist at the time this Agreement is signed. All of these Statutes, Charter and Ordinances are incorporated by reference into this Agreement.

23. Scope of Work. Samaritan shall provide the following services within the City to eligible populations to be served to reduce the length of time persons remain homeless by providing the following accommodation for a maximum of twelve people:

- A. Sleeping accommodations from 2200 hrs. to 0630 hrs.
- B. The provisions of dinner and breakfast,
- C. Clothing, and hygiene items as necessary.
- D. Referral to the appropriate resource as requested by the guest.

The Scope of Work shall be achieved and operate under the following conditions:

- a. Samaritan shall operate within an Interim Rule Program (IRP), where new, revised, removed or recommended policy or procedures from staff, guests, the public or interested parties shall be formally introduced to the Board of Directors for consideration. The final rule shall be posted at the entrances of the Samaritan House.
- b. Law Enforcement shall have access to all outdoor camera systems on request.
- c. A dedicated phone line and voice mailbox shall be available for public comment 24 hours a day for the term of this agreement.
- d. Twice monthly, for 30-45 minutes, Samaritan House will open a Zoom session for updates to the public on the most recent efforts to combat addiction, stigma, and mental illness in San Miguel County and to ask questions of the experts.
- e. One Board member appointment shall be made available to any neighborhood homeowner within the shelter zip code for the term of this agreement.

Staffing: Samaritan shall operate a homeless shelter located at the corner of 7th Street and Lincoln Avenue. The Shelter will be staffed in the evenings. Staff will conduct intake, serve dinner, and ensure that guests are settled in comfortably and safely. The nighttime staff member will be on duty overnight and trained in but not limited to: Samaritan policies and procedures, crisis management, use of Narcan, drug detection, issues of mental health, and medication handling. Samaritan House will strive to end homelessness.

Food Preparation & Service: Samaritan House will acquire and maintain all NM Health Department licensure to ensure that food is handled properly and that the dishwashing process meets all applicable laws and regulations.

Emergency Shelter Facilities: The Shelter will be a safe, warm, and secure facility that is open to anyone who needs help and is willing to observe the facility's rules. Smoking will be restricted to a secured area outside of the building and within the Shelter's fenced-enclosed area. The Shelter shall provide guest access to a computer.

Licenses: Samaritan shall obtain and maintain throughout this Agreement all applicable professional and business licenses required by law for itself, its employees, agents, representatives, and subcontractors.

Reports: Samaritan shall provide the City Manager and Finance Department a monthly report outlining expenses paid for with City funding in a line-item budget format.

The Samaritan House shall be paid by the City only for services actually performed.

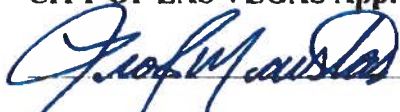
Records and Audits: Samaritan shall maintain, throughout the term of this Agreement and for a period of five years thereafter, detailed descriptions that indicate the date, time, and nature of services rendered under the terms and limitations of this agreement.

These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing before and after payment to Samaritan House. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Inspections: Any City Department authorized by law can enter and inspect the Samaritan shelter with or without notice. Any violation and conviction of Samaritan House of interfering with a lawful entry and inspection by the City shall immediately void and terminate this agreement.

In witness of which, the City and Samaritan have duly executed this instrument as of the Effective Date.

CITY OF LAS VEGAS Approved By:



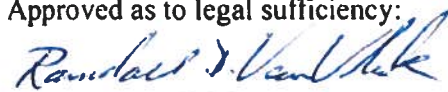
Leo Macstas, City Manager

Date: 12/22/22

Attest  12/22/22

Casandra Fresquez, City Clerk

Approved as to legal sufficiency:



SAMARITAN:

Signature: 

Printed Name: George Lyon Title: ED.

Email address: george@george Lyon.org

Date: 12/29/22

SERVICE AGREEMENT BETWEEN THE CITY OF LAS VEGAS, NEW MEXICO AND THE SAMARITAN HOUSE, INC.

THIS AGREEMENT is hereby made and entered into this ____ day of October 2023 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”) and the Samaritan House, Inc., a New Mexico non-profit corporation (“Samaritan”).

Recitals

WHEREAS, Samaritan is a non-profit corporation whose purpose is to provide shelter and other services to persons who are homeless and/or otherwise in need (“Services”); and

WHEREAS, the City commits to financial support of Samaritan in a monthly amount not to exceed \$7,142.85 per month, from November ____, 2023 through May 30, 2024 not to exceed \$50,000.00

WHEREAS, Samaritan desires and commits to providing the Services under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Samaritan and the City agree as follows:

1. Term. This Agreement shall be valid through May 30, 2024 unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. Completion Schedule. Samaritan shall complete the tasks and deliverables as provided in the section entitled “Scope of Work” and provide monthly reports as outlined.
3. Compensation and Payment Schedule. The City will pay Samaritan for services satisfactorily rendered in the monthly amount not to exceed \$7,142.85. Said amount shall be paid to Samaritan upon the City’s receipt of Samaritan’s monthly invoice on the condition that Samaritan has accomplished the Scope of Services outlined herein to the satisfaction of the City. Payments shall be made to Samaritan within thirty days after the City certifies its receipt of Samaritan’s invoice. No further amounts shall be available under this Agreement unless authorized by the City Council and embodied in a written amendment to this Agreement.
4. Termination. In addition to any other remedy provided by law, the City may terminate this Agreement for any reason, at any time, in the City’s sole discretion, by giving a 30 day written notice to Samaritan. Samaritan shall render a final report of the services performed up to the date of termination and shall turn over the City original copies of work, research or papers prepared under this Agreement.
5. Samaritan Independent from City. Nothing in this Agreement is intended or shall be construed in any way as creating or establishing any partnership, joint venture or association or to make the Samaritan, or any of Samaritan’s employees or agents, an agent, representative or employee of the

City for any purpose or in any manner whatsoever. Samaritan is and will remain a separate entity, related to the City only by the provision and conditions of this Agreement. Samaritan, its agents, employees or subcontractors, are not employees or agents of the City for any purpose whatsoever. Samaritan shall have the exclusive right to direct and control the activities and services performed by its personnel and any and all of its sub-contractors. Samaritan and its agents, employees or subcontractors are not entitled to any of the benefits of the employees of the City, including without limitation Unemployment Compensation Law and Worker's Compensation coverage or benefits.

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

7. Subcontracting. Samaritan shall not subcontract any portion of the services to be performed under this Agreement, unless specified herein or with the prior written approval by the City.

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

9. Taxes. Samaritan acknowledges that it, and it alone, shall be liable for and shall timely pay to the appropriate taxing entity any and all taxes required by law, and the City shall have no liability for payment of any such taxes.

10. Insurance Requirements. Prior to receiving any payments from the City, Samaritan, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City will be notified within ten (10) days of cancellation or modification of such policies. Policies of insurance will be written by companies authorized to write such insurance in New Mexico and policies of insurance will be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. Samaritan shall not begin any activities in furtherance of this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the City Clerk. Neither approval nor failure by the City to disapprove insurance or certificates of insurance will relieve Samaritan of full responsibility to maintain the required insurance in full force and effect. Samaritan shall furnish the City with a copy of a "Certificate of Insurance" as a condition prior to performing service under this Agreement. Samaritan shall comply with the applicable provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. If any portion of the activities are subcontracted, Samaritan will require the subcontractor similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such activities. Samaritan covenants and agrees that the City, its officers, or employees will not be liable or responsible for any claims or actions occasioned by Samaritan's failure to comply with the provisions of this paragraph and that the indemnification provision of this Agreement will apply to this paragraph. Samaritan shall provide the City with evidence of its compliance with such requirement prior to receiving any payments from the City. All documents required under this Section 10 shall be provided to the City Clerk's Office, and are hereby made part of this Agreement.

11. Indemnification. Samaritan agrees to indemnify and hold harmless the City, its elected officials, agents, and employees from any and all claims, suits, and causes of action which may arise. Samaritan further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Samaritan, its employees, agents, other representatives, invitees or guests.

12. Release. Samaritan releases the City from all liabilities, claims and/or obligations whatsoever.

13. Non Agency. Samaritan shall not bind the City to any obligation not specifically assumed herein by the City, unless Samaritan has expressed written approval and then only within the limits of that expressed authority.

14. Confidentiality. Any information learned, given to, or developed by Samaritan in the performance of this Agreement shall be kept confidential and shall not be made available or otherwise released to any entity without the prior written approval of the City.

15. Conflict of Interest. Samaritan warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with its performance of services under this Agreement.

16. Non Discrimination. Samaritan agrees that it, its employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

17. Scope of Agreement and Amendment. This Agreement constitutes the entire agreement between the City and Samaritan with respect to the subject matter herein, and all prior negotiations, writings, agreements and understandings are merged in and are superseded by this Agreement. No statement, promise, or inducement made by the City or Samaritan, either written or oral, which is not contained in this Agreement is binding between the City and Samaritan.

18. Applicable law. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolutions, rules, and regulations of the City. The venue for any dispute shall be the Fourth Judicial District Court in Las Vegas, New Mexico.

19. Conformance to Laws. Samaritan shall comply with all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under this Agreement.

20. New Mexico Tort Claims Act. Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, and Section 41-4-1 through 41-4-30. The City and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provisions of the New Mexico Tort Claims Act.

21. Third-Party Beneficiaries. By entering into this Agreement, Samaritan and the City do not intend to, and shall not, create any right, title, or interest in or for the benefit of any entity other

than the City and Samaritan. No 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.

22. Miscellaneous. 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. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs and successors. Time shall be of the essence regarding all obligations of the parties herein. In the event that any of the terms of this Agreement are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall continue in full force and effect. The City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or obligations were fulfilled. Samaritan and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach to the same or any other provision of the Agreement. This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the Charter and Ordinances of the City of Las Vegas as they exist at the time this Agreement is signed. All of these Statutes, Charter and Ordinances are incorporated by reference into this Agreement.

23. Scope of Work. Samaritan shall provide the following services within the City to eligible populations to be served to reduce the length of time persons remain homeless by providing the following accommodation for a maximum of twelve people:

- A. Sleeping accommodations from 1700 hrs to 0830 hrs
- B. The provisions of dinner and breakfast.
- C. Clothing and hygiene items as necessary.
- D. Referral to the appropriate resource as requested by the guest.
- E. Open a day program to provide breakfast, lunch, laundry and computer access, open from 1000 hrs to 1200 hrs Monday thru Friday.
- F. Develop and implement policies and procedures related to safety and security in dorms. These policies and procedures should be communicated to all tenants and staff.

The Scope of Work shall be achieved and operate under the following conditions:

- a. Samaritan shall operate within an Interim Rule Program (IRP), where new, revised, removed or recommended policy or procedures from staff, guests, the public or interested parties shall be formally introduced to the Board of Directors for consideration. The final rule shall be posted at the entrances of the Samaritan House.
- b. Law Enforcement shall have access to all outdoor camera systems on request.
- c. A dedicated phone line and voice mailbox shall be available for public comment 24 hours a day for the term of this agreement.

- d. Twice monthly, for 30-45 minutes, Samaritan House will open a Zoom session for updates to the public on the most recent efforts to combat addiction, stigma, and mental illness in San Miguel County and to ask questions of the experts.
- e. One Board member appointment shall be made available to any neighborhood homeowner within the shelter zip code for the term of this agreement.

f. Have a Fire Inspection conducted by Las Vegas Fire Department annually to assure fire codes are up to date.

Staffing: Samaritan shall operate a homeless shelter located at the corner of 7th Street and Lincoln Avenue. The Shelter will be staffed in the evenings. Staff will conduct intake, serve dinner, and ensure that guests are settled in comfortably and safely. The nighttime staff member will be on duty overnight and trained in but not limited to: Samaritan policies and procedures, crisis management, use of Narcan, drug detection, issues of mental health, and medication handling. Samaritan House will strive to end homelessness.

Food Preparation & Service: Samaritan House will acquire and maintain all NM Health Department licensure to ensure that food is handled properly and that the dishwashing process meets all applicable laws and regulations.

Emergency Shelter Facilities: The Shelter will be a safe, warm, and secure facility that is open to anyone who needs help and is willing to observe the facility's rules. Smoking will be restricted to a secured area outside of the building and within the Shelter's fenced-enclosed area. The Shelter shall provide guest access to a computer.

Licenses: Samaritan shall obtain and maintain throughout this Agreement all applicable professional and business licenses required by law for itself, its employees, agents, representatives, and subcontractors.

Reports: Samaritan shall provide the City Council, City Manager and Finance Department a monthly report outlining expenses paid for with City funding in a line-item budget format.

The Samaritan House shall be paid by the City only for services actually performed.

Records and Audits: Samaritan shall maintain, throughout the term of this Agreement and for a period of five years thereafter, detailed descriptions that indicate the date, time, and nature of services rendered under the terms and limitations of this agreement.

These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing before and after payment to Samaritan House. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Inspections: Any City Department authorized by law can enter and inspect the Samaritan shelter with or without notice. Any violation and conviction of Samaritan House of interfering with a lawful entry and inspection by the City shall immediately void and terminate this agreement.

In witness of which, the City and Samaritan have duly executed this instrument as of the Effective Date.

CITY OF LAS VEGAS Approved By:

_____ Date: _____
Leo Maestas, City Manager

Attest: _____
Casandra Fresquez, City Clerk

Approved as to legal sufficiency:

SAMARITAN:

Signature: _____
Printed Name: _____ Title: _____
Email address: _____
Date: _____