



CITY OF LAS VEGAS

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

ALFONSO E. ORTIZ, JR.

Mayor

**CITY OF LAS VEGAS
WORK SESSION CITY COUNCIL AGENDA
February 10, 2016–Wednesday– 5:30 p.m.
City Council Chambers
1700 N. Grand Ave**

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

- I. **CALL TO ORDER**
- II. **ROLL CALL**
- III. **PLEDGE OF ALLEGIANCE**
- IV. **MOMENT OF SILENCE**
- V. **APPROVAL OF AGENDA**
- VI. **MAYOR’S APPOINTMENTS/REPORTS**
- VII. **MAYOR’S RECOGNITIONS/PROCLAMATIONS**
- VIII. **PUBLIC INPUT (not to exceed 3 minutes per person and persons must sign up at least fifteen (15) minutes prior to meeting.)**
- IX. **CITY MANAGER’S INFORMATIONAL REPORT**
- X. **DISCUSSION ITEMS**
 1. Resolution to Donate miscellaneous structural fire protective coats, pants, helmets, rubber boots, leather boots, gloves and suspenders.

Phillip Mares, Fire Chief The City of Las Vegas Fire Department has an excess amount of structural fire protective coats, pants, helmets, rubber boots, leather boots, gloves and suspenders, which are no longer being used and are not needed for essential government function.

2. Resolution to submit USDA Grant application in the amount of \$306,454.00 to purchase police vehicles with a 75/25% match.

Juan Montano, Police Chief Application to request funds to purchase police vehicles for the Las Vegas City police Department.

3. Repayment Agreement with Housing and Urban Development (HUD).

Elmer J. Martinez, City Manager HUD has agreed to enter into a repayment agreement with the City of Las Vegas for monies owed back to the Housing Program after a 2005 audit found that money had been spent not in accordance with the grant agreement. The City of Las Vegas requested that this money be forgiven and waived, however the request was denied. The City in good faith requested that the money owed be paid back over time and under a repayment agreement. HUD has accepted that payment be made to the Housing Operating Fund over a 30 year period in the amount of \$15,000 a year in cash and/or In-Kind services to the Housing Authority until the total of \$460,426 is paid in full. It is important to note that the money will stay within the Housing Authority's operational fund.

4. Professional Service Agreement with the Animal Welfare Coalition of Northeastern New Mexico (AWC) for the management of the City of Las Vegas Animal Shelter.

Lindsey Valdez, Community Development Director The City of Las Vegas is in need of animal sheltering and animal care services and would like to renew an annual contract with the AWC, which is currently on a month-to-month basis. The AWC has professional expertise in providing humane animal care and sheltering services. Pursuant to NMSA 1978, Section 13-1-126, the City has determined the AWC to be a "sole source" provider of the requested shelter management services.

XI. EXECUTIVE SESSION

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

- A. **Personnel matters, as permitted by Section 10-15-1 (H) (2) of the New Mexico Open Meetings Act, NMSA 1978.**

B. Matters subject to the attorney client privilege pertaining to threatened or pending litigation in which the City of Las Vegas is or may become a participant, as permitted by Section 10-15-1 (H) (7) of the New Mexico Open Meetings Act, NMSA 1978.

C. Matters pertaining to the discussion of the sale and acquisition of real property, as permitted by Section 10-15-1 (H) (8) of the Open Meetings Act, NMSA 1978.

XII. ADJOURN

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

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

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

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: January 26, 2016 DEPT: Fire MEETING DATE: February 10, 2016

DISCUSSION ITEM/TOPIC:

Resolution to Donate miscellaneous structural fire protective coats, pants, helmets, rubber boots, leather boots, gloves and suspenders.

BACKGROUND/RATIONALE:

The City of Las Vegas Fire Department has an excess amount of structural fire protective coats, pants, helmets, rubber boots, leather boots, gloves and suspenders, which are no longer being used and are not needed for essential government function.

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.


SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

CITY OF LAS VEGAS

RESOLUTION NUMBER: 16-05

A RESOLUTION DONATING CERTAIN PROPERTY OF THE CITY OF LAS VEGAS NEW MEXICO BY RENDERING AID TO THE JUAREZ FIRE DEPARTMENT AND DIRECTING THE CITY OF LAS VEGAS FIRE DEPARTMENT TO DONATE SAID PROPERTY TO THE JUAREZ FIRE DEPARTMENT, JUAREZ MEXICO.

WHEREAS, the City of Las Vegas wishes to render aid to the Juarez Fire Department by donating its fire equipment, described as follows:

1. Approximately fifty-four(54) Miscellaneous Structural Fire Protective Coats.
2. Approximately fifty(50) pairs of Miscellaneous Structural Fire Protective Pants.
3. Approximately fifty-five(55) Miscellaneous Structural Fire Protective Helmets.
4. Approximately thirty-eight(32) Miscellaneous Structural Fire Protective Rubber Boots.
5. Approximately eighteen(18) Miscellaneous Structural Fire Protective Leather Boots.
6. Fifteen(15) pairs of Miscellaneous Structural Fire Protective Gloves.
7. Fifteen(15) sets of Miscellaneous Structural Fire Protective Suspenders.

WHEREAS, the following described item is property, which is excess and not needed for any essential government function, it is no longer being used by the City of Las Vegas Fire Department.

WHEREAS, when this property is donated to another agency, it shall be understood that the property listed below **may** or **may not** meet current standards. The City of Las Vegas shall not be responsible for any cost associated with bringing said equipment up to standards, and the City of Las Vegas shall be released from any liability associated with this equipment.

WHEREAS, the receiving agency accepts this equipment on an "AS IS" basis, and accepts any and all cost associated with bringing said equipment up to standards prior to placing equipment in to service.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, that the above described item belonging to the City of Las Vegas Fire Department is hereby declared excess property and not needed for any City purpose of function and that said personal property should be donated.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2016.

CITY OF LAS VEGAS:

Alfonso E. Ortiz, Jr., Mayor

ATTEST:

Casandra Fresquez, City Clerk

Approved as to Legal Sufficiency Only

Dave Romero, City Attorney

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 01/25/16

DEPT: Police

MEETING DATE: 02/10/16

DISCUSSION ITEM/TOPIC: Resolution to submit USDA Grant application in the amount of \$306,454.00 to purchase police vehicles with a 75/25% match.

BACKGROUND/RATIONALE: Application to request funds to purchase police vehicles for the Las Vegas City Police Department.

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



CHIEF JUAN F. MONTAÑO

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE REVIEWED)

**CITY OF LAS VEGAS
RESOLUTION NO. 16-06**

AUTHORIZING AND APPROVING THE SUBMISSION OF A GRANT APPLICATION FOR FUNDING AND PROJECT APPROVAL TO THE UNITED STATES DEPARTMENT OF AGRICULTURE

WHEREAS, the City of Las Vegas is a qualified entity under the Code of Federal Regulations, Section 3570.62 and the Governing Body is authorized to request funds for financing the purchase of police vehicles for the benefit of the Borrower and the public; and

WHEREAS, the U.S. Department of Agriculture (USDA) has instituted a program for financing of projects identified as Rural Development Community Facilities Programs and has developed an application procedure whereby the Governing Body may submit an application for financial assistance of up to 75% of the cost of purchasing police vehicles in areas located in a rural community having a population of 20,000 or less; and

WHEREAS, the Governing Body intends to supplement the other 25% to meet the requirements of the application for the balance of the project through financial assistance, or grants from other sources; and

WHEREAS, the application prescribed by the United States Department of Agriculture will be submitted to the United States Department of Agriculture for its consideration and review as required as part of the application.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS:

That the officers and employees of the Governing Body are hereby directed and requested to submit the Application to the USDA for its review and are further authorized to take such action as may be requested by the USDA in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

All acts and resolutions in conflict with this resolution are hereby rescinded, annulled, and repealed.

This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2016.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

APPROVED AS TO LEGAL SUFFICIENCY ONLY

Dave Romero Jr., City Attorney

§3570.62 Use of grant funds.

Grants of up to 75 percent of the cost of developing essential community facilities may be used to supplement financial assistance authorized in accordance with 7 CFR parts 1942, subparts A and C, and 3575, subpart A. Eligible CFG purposes are those listed in paragraphs (a), (b), (c), and (d) of this section. Funding for the balance of the project may consist of other CF financial assistance, applicant contributions, or loans and grants from other sources. CFGs may be used to:

(a) Construct, enlarge, extend, or otherwise improve essential community facilities providing essential service primarily to rural residents and rural businesses. Rural businesses include facilities such as educational and other publicly owned facilities.

(1) "Essential community facilities" are those public improvements requisite to the beneficial and orderly development of a community operated on a nonprofit basis including, but not limited to:

- (i) Fire, rescue, and public safety;
- (ii) Health services;
- (iii) Community, social, or cultural services;
- (iv) Transportation facilities such as streets, roads, and bridges;
- (v) Hydroelectric generating facilities and related connecting systems and appurtenances, when not eligible for RUS financing;
- (vi) Telecommunications equipment as it relates to medical and educational telecommunications links;
- (vii) Supplemental and supporting structures for other rural electrification or telephone systems (including facilities such as headquarters and office buildings, storage facilities, and maintenance shops) when not eligible for RUS financing;
- (viii) Natural gas distribution systems; and
- (ix) Industrial park sites, but only to the extent of land acquisition and necessary site preparation, including access ways and utility extensions to and throughout the site. Funds may not be used in connection with industrial parks to finance on-site utility systems, or business and industrial buildings.

(2) "Otherwise improve" includes, but is not limited to, the following:

(i) The purchase of major equipment (such as solid waste collection trucks, telecommunication equipment, necessary maintenance equipment, fire service equipment, X-ray machines) which will in themselves provide an essential service to rural residents; and

(ii) The purchase of existing facilities when it is necessary either to improve or to prevent a loss of service.

(b) Construct or relocate public buildings, roads, bridges, fences, or utilities and to make other public improvements necessary to the successful operation or protection of facilities authorized in paragraph (a) of this section.

(c) Relocate private buildings, roads, bridges, fences, or utilities, and other private improvements necessary to the successful operation or protection of facilities authorized in paragraph (a) of this section.

(d) Pay the following expenses, but only when such expenses are a necessary part of a project to finance facilities authorized in paragraphs (a), (b), and (c) of this section:

(1) Reasonable fees and costs such as legal, engineering, architectural, fiscal advisory, recording, environmental impact analyses, archeological surveys and possible salvage or other mitigation measures, planning, establishing or acquiring rights.

(2) Costs of acquiring interest in land; rights, such as water rights, leases, permits, and rights-of-way; and other evidence of land or water control necessary for development of the facility.

(3) Purchasing or renting equipment necessary to install, maintain, extend, protect, operate, or utilize facilities.

(4) Obligations for construction incurred before grant approval. Construction work should not be started and obligations for such work or materials should not be incurred before the grant is approved. However, if there are compelling reasons for proceeding with construction before grant approval, applicants may request Agency approval to pay such obligations. Such requests may be approved if the Agency determines that:

(i) Compelling reasons exist for incurring obligations before grant approval;

- (ii) The obligations will be incurred for authorized grant purposes;
- (iii) Contract documents have been approved by the Agency;
- (iv) All environmental requirements applicable to the Agency and the applicant have been met; and
- (v) The applicant has the legal authority to incur the obligations at the time proposed, and payment of the debts will remove any basis for any mechanic's, material, or other liens that may attach to the security property.

The Agency may authorize payment of such obligations at the time of grant closing. The Agency's authorization to pay such obligations, however, is on the condition that it is not committed to make the grant; it assumes no responsibility for any obligations incurred by the applicant; and the applicant must subsequently meet all grant approval requirements. The applicant's request and the Agency's authorization for paying such obligations shall be in writing.

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§3570.63 Grant limitations.

- (a) Grant funds may not be used to:
 - (1) Pay initial operating expenses or annual recurring costs, including purchases or rentals that are generally considered to be operating and maintenance expenses (unless a CF loan is part of the funding package);
 - (2) Construct or repair electric generating plants, electric transmission lines, or gas distribution lines to provide services for commercial sale;
 - (3) Refinance existing indebtedness;
 - (4) Pay interest;
 - (5) Pay for facilities located in nonrural areas, except as noted in §3570.61(b)(1).
 - (6) Pay any costs of a project when the median household income of the population to be served by the proposed facility is above the higher of the poverty line or eligible percent (60, 70, 80, or 90) of the State nonmetropolitan median household income (see §3570.63(b));
 - (7) Pay project costs when other loan funding for the project is not at reasonable rates and terms;
 - (8) Pay an amount greater than 75 percent of the cost to develop the facility;
 - (9) Pay costs to construct facilities to be used for commercial rental unless it is a minor part of the total facility;
 - (10) Construct facilities primarily for the purpose of housing State, Federal, or quasi-Federal agencies; and
 - (11) Pay for any purposes restricted by 7 CFR 1942.17(d)(2).
- (b) Grant assistance will be provided on a graduated scale with smaller communities with the lowest median household incomes being eligible for projects with a higher proportion of grant funds. Grant assistance is limited to the following percentages of eligible project costs:
 - (1) 75 percent when the proposed project is:
 - (i) Located in a rural community having a population of 5,000 or less; and
 - (ii) The median household income of the population to be served by the proposed facility is below the higher of the poverty line or 60 percent of the State nonmetropolitan median household income.
 - (2) 55 percent when the proposed project is:
 - (i) Located in a rural community having a population of 12,000 or less; and
 - (ii) The median household income of the population to be served by the proposed facility is below the higher of the poverty line or 70 percent of the State nonmetropolitan median household income.
 - (3) 35 percent when the proposed project is:
 - (i) Located in a rural community having a population of 20,000 or less; and
 - (ii) The median household income of the population to be served by the proposed facility is below the higher of the poverty line or 80 percent of the State nonmetropolitan median household income.
 - (4) 15 percent when the proposed project is:

- (i) Located in a rural community having a population of 50,000 or less; and
- (ii) The median household income of the population to be served by the proposed facility is below the higher of the poverty line or 90 percent of the State nonmetropolitan median household income.

(5) 60 percent when the proposed project is:

- (i) Located in a rural community having a population of 20,000 or less; and
- (ii) The median household income of the population to be served by the proposed facility is below the higher of the poverty line or 90 percent of the State non-metropolitan median household income. The 60 percent grants are only available to communities impacted by a disaster that has resulted in a loss of 60 percent of the community's population and is located in a rural community designated as a major disaster area by the President.

(6) Grant assistance cannot exceed the higher of the applicable percentages contained in this section which the applicant is eligible to receive and may be further limited due to availability of funds or by the maximum grant assistance allowable determined in accordance with §3570.66.

[64 FR 32388, June 17, 1999, as amended at 73 FR 14173, Mar. 17, 2008]

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§3570.64 Applications determined ineligible.

If, at any time, an application is determined ineligible, the processing office will notify the applicant in writing of the reasons. The applicant will be advised that it may appeal the decision. (See 7 CFR part 11.)

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Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 2/1/16

DEPT: EXECUTIVE

MEETING DATE: 2/10/16

DISCUSSION ITEM/TOPIC: Repayment Agreement with Housing and Urban Development (HUD)

BACKGROUND/RATIONALE: HUD has agreed to enter into a repayment agreement with the City of Las Vegas for monies owed back to the Housing Program after a 2005 audit found that money had been spent not in accordance with the grant agreement. The City of Las Vegas requested that this money be forgiven and waived, however, the request was denied. The City in good faith requested that the money owed be paid back over time and under a repayment agreement. HUD has accepted that payment be made to the Housing Operating Fund over a 30 year period in the amount of \$15,000 a year in cash and/or In-Kind services to the Housing Authority until the total of \$460,426 is paid in full. It is important to note that the money will stay within the Housing Authority's operational fund.

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.


SUBMITTER'S SIGNATURE


REVIEWED AND APPROVED BY:


ALFONSO E. ORTIZ, JR.
MAYOR


ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)



DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

REPAYMENT AGREEMENT

This REPAYMENT AGREEMENT is entered into this ____ day of _____, 2016 by and between the City of Las Vegas (COLV), Las Vegas, New Mexico, a municipal corporation, and the U. S. Department of Housing and Urban Development (the Department) (collectively, the "Parties").

WHEREAS, In March 2005, the Department's Office of Public Housing staff performed an audit on the Las Vegas Housing Authority, (LVHA) a division of the COLV's primary government which receives federal funds for the purpose of operating and improving low-rent public housing in Las Vegas, New Mexico.

WHEREAS, the Department issued its Audit Report dated April 2005, detailing eleven findings, including a determination that a misappropriation of proceeds from the HUD-approved LVHA homeownership program had occurred.

WHEREAS, the Department reported as a finding that the LVHA improperly paid \$611,082 for contract costs that did not meet the requirement of the funding source, and did not comply with Federal and COLV procurement requirements.

WHEREAS, the Independent Auditor's Report issued in October 2012 confirmed the Department's findings that federal funds had been used improperly.

WHEREAS, the COLV has agreed to repay a final total of \$611,082 based upon the Department's Audit Report dated April 2005 and the subsequent Independent Auditor's Report with funds derived from non-federal sources, or with in-kind contributions not otherwise provided by the COLV to the LVHA in the normal course of business and in accordance with the Cooperation Agreement executed between the COLV and LVHA.

WHEREAS, the Department has agreed that as long as COLV complies with the terms of this Repayment Agreement, not to assert, commence or proceed against COLV with any claim or cause of action to collect any or all of the amounts detailed in the Audit Report.

WHEREAS, the COLV has previously paid \$150,656 from the COLV General Fund to LVHA for unauthorized acquisition of property cited in the report, and provided capital improvements for site improvement prior to July 1, 2015, the amount which will be determined no later than June 30, 2016, and such improvements are not the responsibility of COLV and therefore serve to reduce the amount of the repayment required going forward.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby

are acknowledged, COLV and the Department, each for themselves and their respective successors and assigns agree, as follows:

A. The COLV Agrees to:

1. Transfer monies to the Las Vegas Housing Authority in accordance with the instructions provided by the Department and by the dates and in the amounts as follows:
 - a. On an annual basis, no later than June 30 of each fiscal year, the COLV will transfer \$15,000 cash from the general fund to the LVHA operating fund; **or**
 - b. On an annual basis, no later than June 30 of each fiscal year, COLV will provide at least \$15,000 in capital improvements to the LVHA properties, which shall be capitalized on the LVHA balance sheet, or maintenance services not included in the LVHA operating budget; **or**
 - c. On an annual basis, no later than June 30 of each fiscal year, COLV will provide a combination of cash, capital improvements and maintenance as described in 1.a. and 1.b totaling at least \$15,000.
2. Maintain complete and accurate records of cash transfers, labor, materials, and other improvements provided to LVHA for the duration of the agreement.
3. Provide HUD with an annual report of activities described in paragraph 1. above no later than August 31 of each year for the prior fiscal year ended.
4. Satisfy all amounts due and payable under this agreement no later than 30 years from the date of execution of this agreement for final closure of the finding for which this repayment is executed.

B. The Department Agrees to:

1. Not assert, commence or proceed against COLV with any claim or cause of action to collect any or all of the amounts detailed in the Audit Report as long as COLV complies with the terms of this Repayment Agreement.

C. The Parties Agree:

1. In the event that the COLV fails to transfer funds to the LVHA at the times and in the amounts detailed in paragraph "A" herewithin, the Department shall provide COLV with a written statement specifying the facts of the alleged noncompliance and provide COLV a reasonable opportunity to resolve or cure the alleged noncompliance.

2. If the Department determines that COLV has not satisfactorily resolved the findings of noncompliance, the Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement:

a. Any act(s) or omission(s) by a COLV employee, officer or commissioner who violates the terms of this Agreement may serve as grounds for the Department's imposing debarment or limited denial of participation, as set forth in 2 CFR Part 2424 for that employee, officer or commissioner.

b. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD's declaring a breach of the Annual Contributions Contract (ACC) with respect to some or all of LVHA's functions.

c. Any act(s) or omission(s) that violate the terms of this Agreement may serve as grounds for HUD's withholding some or all of LVHA's Capital Funds. See 24 CFR 905 Subpart H.

d. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny LVHA high performer status. See 24 CFR §902.66.

e. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.

3. The acts set forth in paragraphs 2a through 2e herein are not mutually exclusive and the Department has the right to pursue any or all of these remedies or other remedies available under law. The Department retains the right to offer COLV a 90-day period in which to cure any violations of the terms of this Agreement.

D. Terms.

1. This Repayment Agreement shall be binding upon and inure to the benefit of the Department and COLV and their respective successors and assigns.

2. If any part of this Memorandum of Understanding is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Memorandum of Understanding so long as the remainder of the Memorandum of Understanding is reasonably capable of completion.

3. This Memorandum of Understanding contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

4. This Memorandum of Understanding shall not be altered, changed, or amended except by a written instrument approved and signed by the parties.

5. Execution of this Repayment Agreement by COLV is with the full authority granted by the COLV City Council.

In Witness Whereof, the parties hereof have executed this Repayment Agreement as of the date first written above.

City of Las Vegas

U.S. Department of Housing
and Urban Development

Alfonso E. Ortiz, Jr.
Mayor
City of Las Vegas

Floyd R. Duran
Director
Office of Public Housing

Elmer J. Martinez
City Manager
City of Las Vegas

Pamela Marrujo
Executive Director
City of Las Vegas Housing Authority

Work Session

CITY COUNCIL MEETING AGENDA REQUEST

DATE: 2/3/16

DEPT: Community Development

MEETING DATE: 2/10/16


DISCUSSION ITEM/TOPIC:

Professional Service Agreement with the Animal Welfare Coalition of Northeastern New Mexico (AWC) for the management of the City of Las Vegas Animal Shelter

BACKGROUND/RATIONALE:


The City of Las Vegas is in need of animal sheltering and animal care services and would like to renew an annual contract with the AWC, which is currently on a month-to-month basis. The AWC has professional expertise in providing humane animal care and sheltering services. Pursuant to NMSA 1978, Section 13-1-126, the City has determined the AWC to be a "sole source" provider of the requested shelter management services.

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.



SUBMITTER'S SIGNATURE

REVIEWED AND APPROVED BY:



ALFONSO E. ORTIZ, JR.
MAYOR



ELMER J. MARTINEZ
CITY MANAGER

ANN MARIE GALLEGOS
FINANCE DIRECTOR
(PROCUREMENT)

PURCHASING AGENT
(FOR BID/RFP AWARD)

DAVE ROMERO
CITY ATTORNEY
(ALL CONTRACTS MUST BE
REVIEWED)

Approved to form 1-26-15



City Attorney's Office

Date Submitted: 02/02/16

Department Submitting: Community Development

I am in receipt of the document for review submitted by: Lindsey Valdez

Document to be Reviewed: Animal Welfare Coalition

Urgency: High Priority Medium Priority Low Priority

Deadline: _____

Comments: _____

Approved:

Disapproved:

DAVE ROMERO
Dave Romero, City Attorney

Dave Romero, City Attorney

Date Documents Picked Up: _____

By: _____
Printed Name

Signature



**CITY OF LAS VEGAS
PROFESSIONAL SERVICE AGREEMENT
WITH THE ANIMAL WELFARE COALITION OF NORTHEASTERN NEW MEXICO
FOR MANAGEMENT OF THE CITY OF LAS VEGAS ANIMAL SHELTER**

THIS AGREEMENT is made and entered into this 1st day of January, 2016, by and between the City of Las Vegas, NM, a political subdivision of the State of New Mexico (hereinafter referred to as “the City”), and the Animal Welfare Coalition of Northeastern New Mexico, a nonprofit organization, with the principal address of P.O. Box 524, Las Vegas, NM, 87701 (hereinafter referred to as “the Contractor”), operating the shelter as the AWC Pet Center.

WHEREAS, pursuant to NMSA 1978, Section 13-1-126, the City has determined the Contractor to be a “sole source” provider of the requested services; and

WHEREAS, the City owns the City of Las Vegas Animal Shelter and is in need of animal sheltering and animal care services and desires to engage the Contractor to render humane animal care and animal sheltering services in connection with the exercise of the City’s animal control functions and as a public service; and,

WHEREAS, the Contractor has professional expertise in providing humane animal care and animal sheltering services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: THE CONTRACTOR

- A. Shelter Management:** The Contractor shall maintain the AWC Pet Center (aka: City of Las Vegas Animal Shelter) for animals impounded by the City Animal Control Officers (“ACOs”), surrendered by city residents (as shelter space permits), and/or brought in as strays. The Contractor shall be accessible to City ACOs twenty-four (24) hours per day, seven (7) days per week, throughout the term of this Agreement, as per City of Las Vegas Code, Chapter 118: Animals.
- B. Intake/Hold:** The Contractor will visually examine all animals upon intake, will scan for a microchip, administer wellness vaccinations to healthy, non-fractious animals, and will provide stabilization and wellness care as needed. Animals brought in by a City ACO will require the presence of that ACO during the initial examination. The Contractor will hold animals impounded by City ACOs as strays for the length of time required (72 hours) by City of Las Vegas Code, Chapter 118, unless an animal is reclaimed by its owner.
- C. Daily Care:** The Contractor will provide daily care to animals according to the New Mexico State Sheltering Board standards and additional accepted sheltering industry standards. These include, but are not limited to, food/water/shelter, health checks, health care, vaccinations, socialization, and behavior assessments.
- D. Medical Care:** The Contractor will provide medical care under the direction and authority of the Contractor’s licensed veterinarian. Decisions regarding all medical care, including treatment of animals, rest with the Contractor and its licensed veterinarian. Decisions regarding medically necessary euthanasia of suffering animals impounded at the AWC Pet Center (aka: City of Las Vegas Animal Shelter) rest with the Contractor and its licensed veterinarian.
- E. Outcomes:** The Contractor will determine the most humane disposition for any animal not reclaimed by its owner, and the final disposition of all animals (which may include humane

euthanasia), except those received from a City ACO that are designated by an ACO as “Do Not Release to Owner” or “Do not euthanize.”

- F. Disease Control:** The Contractor agrees to provide confinement and quarantine (per City of Las Vegas Code, Chapter 118: Animals) for animals that exhibit symptoms of illness, disease, or conditions, such as Rabies. Animals will stay in a controlled isolation area until deemed safe/healthy for regular population areas.
- G. Bite Cases:** Animals who have bitten a human will be accepted by the Contractor only after the proper documents, citations, and written statements are provided. Specifically, in regard to animal bite cases, upon delivery of an animal by a City ACO, the ACO will provide the citation number given for the bite and/or lack of Rabies vaccination, and will complete and sign the Bite Case Quarantine form and attach it to impound card, as stated in City of Las Vegas Code, Chapter 118-9: Dog Bites. Once the proper documents, citations, and written statements are provided (per City of Las Vegas Code, Chapter 118: Animals) the Contractor will provide a quarantine hold for the seized animal. The animal will be held in a separate quarantine area for 10 days where the Contractor’s staff will assess behavior and symptoms of Rabies. After ten (10) days, the Contractor’s final assessment will determine if the animal is safe to return to society. If the animal is owned, the owner may pay the fines and assessment and comply with New Mexico State statutes to be returned home. If the animal is not owned, the animal will move into a foster, transfer, or adoption program run by the Contractor.
- H. Animal Cruelty Cases:** The Contractor will hold a seized, court case animal in conformity with NM Stat § 30-18-1.1 (2013), which gives the court thirty (30) days to schedule a hearing. The City will provide notice of hearings and court decisions within three (3) days of a change. If no notice is given, the Contractor will adopt out, transfer, or euthanize the animal after 30 days.
- I. Grants:** The Contractor will continually seek grant funding for shelter initiatives and/or shelter improvements. Copies of grant applications will be submitted to the City for final approval.
- J. Disposal:** The Contractor will receive deceased animals that are brought in by a City ACO and will appropriately dispose of said animals. The Contractor will be responsible for the storage and disposal (by mass cremation) of remains of animals received from a City ACO that are euthanized by the Contractor. The Contractor will use the crematory in an efficient manner so that costs do not create a financial burden to the City. The Contractor shall provide and maintain a freezer on the shelter premises for the appropriate storage of the remains of euthanized/dead animals.
- K. Fee Collection:** The Contractor will collect from pet owners all fees imposed by City ordinances, State statues, and the AWC Pet Center intake:

Item	Purpose	Fee
City License	As stated in City of Las Vegas Animal Code, Chapter 118-12: Dog Licenses; fees.	Vetted: \$2 Intact: \$5
Spay/neuter deposit	Required by NM State Law for intact pets returned to owner.	\$25
Food and care	For animals held at the AWC Pet Center (aka: City of Las Vegas Animal Shelter).	\$15 per day
Intake fees for vaccinations	Required for disease control.	Parvo/Distemper: \$15, Bortadella: \$15, De-worm: \$10
Medical care necessary		By vet invoice

at the time of intake		
Quarantine/Impound	For bite cases, court cases, or other animals on hold by the City.	Same as per day fee
Owner surrendered animals		\$25

The Contractor will keep proper financial records to account for same. The Contractor will permit the City, at all reasonable times, to inspect and audit such records.

- L. **Finding Owners:** The Contractor will abide by all city, state, and federal laws and procedures regarding a person's right to property. Upon intake, the Contractor will use all available avenues to seek owners for animals brought to the AWC Pet Center (aka: City of Las Vegas Animal Shelter) including: checking license tags and microchip, reporting on social media and the Contractor's website, using a lost and found voicemail system, and a lost pet report system. The owner is responsible for fees related to the impound of their animal at the time the animal is redeemed. All animals, except court holds and Rabies quarantine, are held for 72 hours (City of Las Vegas Code, Chapter 118) before they enter one of the Contractor's programs for shelter release. There is no guarantee an animal will still be available for redemption after the hold.
- M. **Monthly Reports:** The Contractor will keep and maintain records of all animals brought to the AWC Pet Center (aka: City of Las Vegas Animal Shelter) on behalf of the City and will provide monthly status reports to the City. Reports will include:
 - a. The number of animals brought in by the City's Animal Control Officers
 - b. The number of animals brought in by residents of the City and the County
 - c. The date of each animal's admission, showing the place, reason, and manner whereby each animal was brought into custody, and the date of each animal's discharge
 - d. The disposition of each animal (e.g., euthanized, claimed by owner, adopted out by the Contractor, or transferred to another organization.)
 - e. A financial report that details all revenues collected and all expenditures disbursed monthly
- N. **Annual Reports:** The Contractor shall provide a final report that summarizes the year's data (see Scope of Services: The Contractor (M)). The report will be turned in with the final invoice for the contract year.
- O. **Annual Audit:** The Contractor shall provide a complete financial audit to the City no later than three (3) months following the last day of the fiscal year. The audit must be prepared by an independent auditor and will be paid for by the Contractor.
- P. **Service:** The Contractor's staff, volunteers, and officers shall conduct themselves professionally and courteously at all times. Complaints received by the City will be reported via email or phone to the Contractor's Board Chair. The Contractor will respond to the complaint and will provide an update to the City's Community Development Director.
- Q. **Property Use:** The Contractor will have use of the property from the fence behind the AWC Pet Center (aka: City of Las Vegas Animal Shelter) to Grand Avenue. The Contractor will respectfully share the front parking area as needed by the City. The City will use the parking area appropriately so parking and shelter business can be conducted safely and easily during business hours.
- R. **Obligations:** The Contractor, upon final payment of any amounts due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express

written authority to do so, and then only within the strict limits of that authority.

- S. **Confidentiality:** Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.
- T. **Public Role:** The Contractor's role includes educating the community in support of City efforts to improve public awareness concerning humane care, animal laws and ordinances.

2. SCOPE OF SERVICES: THE CITY

- A. **Intake:** The City of Las Vegas will transfer all animals to the Contractor in accordance with the Contractor's shelter policies and procedures. These include, but are not limited to, clean and humane transport, correct and completed forms, and professional, respectful communication. Inability to follow shelter protocols may hinder the intake of an animal.
- B. **Enforcement:** The City of Las will enforce animal control operations in accordance with City of Las Vegas Code, Chapter 118, Article IV: Animal Control, as well as with New Mexico State Law: NM Stat § 30-18. The services of the AWC Pet Center and its mission is contingent upon acquiring donors and grants to maintain the highest standards of care and rescue. This cannot be done without enforcement of laws penalizing those who do not follow laws protecting animals and citizens. Enforcement will be equally imparted without regard to position or relationship to city officials or its officers. The Contractor will not make special arrangements based on the position of the offender.
- C. **Animal Control Officers:** The City will provide ACOs with education and training pertinent to animal handling, humane animal practices, euthanasia in the field, and humane animal capture and transport (as training opportunities become available and budget allows). In accordance with the shared mission of the Contractor and the City to provide the community with humane animal management and human safety, the City ACO staff will know and enforce the animal related laws and ordinances, will act as animal ambassadors and educators for the public, and will be role models who follow the animal laws themselves.
- D. **Hold Cases:** In regard to animal bite cases or no Rabies vaccine, the City's ACO must enforce the laws to allow the Contractor to hold an animal for 10 days. Therefore, upon delivery of such an animal to the AWC Pet Center (aka: City of Las Vegas Animal Shelter), the Animal Control Officer will complete and sign the Bite Case Quarantine form, which includes a detailed report of the bite, the citation number given to the owner, the owner's contact information, and any other information pertinent to the case so the Contractor can legally hold and assess the animal. The Contractor will hold a seized, court-case animal in conformity with NM Stat § 30-18-1.1 (2013), which gives the court thirty (30) days to schedule a hearing. The City will provide notice of hearings and court decisions within three (3) days of a change. In cases in which an ACO or other agent of the City impounds an animal, such as in hoarding cases or cases involving domestic livestock or exotic animals, the City and the Contractor may reach agreement on the Contractor's boarding of such animals for a period of time that exceeds the Contractor's standard stray waiting or boarding period (72 hours). The City will support the Contractor's efforts to seek remuneration from any defendants or violators involved in a case, as permitted by state law.
- E. **Finding Owners:** The City ACOs will make a reasonable attempt to notify an owner of an animal that has been impounded and delivered to the AWC Pet Center (aka: City of Las Vegas Animal Shelter) and designated as being in "Protective Custody." Only the City and authorized agents can designate an animal as being in "Protective Custody," as stated in the City of Las Vegas Code, Chapter 118- 30: Protective Care by City.
- F. **Service:** The City's employees, ACOs, and agents will conduct themselves professionally and

courteously at all times. Complaints received by the Contractor will be reported via email or phone to the City's Community Development Director. The City will respond to the complaint and will provide an update to the Contractor's Board Chair.

- G. Inspection:** The City reserves a general right to appear without notice and inspect the Contractor's work in performance of duties under this Agreement. The City will have access to the animal AWC Pet Center (aka: City of Las Vegas Animal Shelter), to include a copy of all keys, not including those for narcotics storage.
- H. Grants:** The City agrees to act as fiscal agent when necessary for the purpose of acquiring grant funding.
- I. Equipment:** Current supplies and equipment will stay for use by the Contractor. Any additional inventory added by the Contractor over the term of services will go with the Contractor whenever services are ended by termination or non-renewal of contract.
- J. Fencing/Parking:** The City will provide adequate and appropriate fencing to maintain separate entrances for City and Contractor use. The City may park vehicles in the shelter lot when necessary, provided that vehicles are parked safely and correctly.
- K. Repair and Maintenance:** The City will be available to the Contractor Monday through Friday during business hours for any matters regarding actions to be taken by the AWC Pet Center (aka: City of Las Vegas Animal Shelter) — including any repairs, maintenance, alterations, or reconstruction of the facility. The City will respond to the Contractor's requests within 20 working days (four weeks), except in the case of emergency, with a reasonable timeframe for completion of the requested task. The City will provide building repair and maintenance as well as contractors for improvement. The latter will allow for negotiation based on need. If requests are unanswered within the required time frame, the Contractor will notify the City's Community Development Director in writing. If there is no response within 48 hours, the Contractor may hire contracted services for the repairs and bill the City.
- L. Indemnity:** The City will indemnify and save harmless the Contractor from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the City, its agents, or its own shelter, or in the performance of related duties.

3. CONTRACTOR ASSUMES RESPONSIBILITY FOR ITS OWN AND AGENT'S ACTS

- A.** The Contractor will indemnify and save harmless the City from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act or neglect of the Contractor, its agents, or its own shelter, or in the performance of related duties.

4. INSURANCE

- A.** The Contractor shall procure and maintain during the term of this agreement Worker's Compensation Insurance as prescribed by the laws of the State of New Mexico.
- B.** The Contractor shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect the Contractor from claims for damages for personal injury, including accidental and wrongful death, as well as from services rendered under this agreement.
- C.** The Contractor will provide a copy of the Worker's Compensation Policy and a copy of the general liability coverage to the City prior to the signing of the Agreement.

5. CONTRACTOR'S INDEPENDENT CAPACITY

- A. The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the City.
- B. The Contractor, and its officers, employees, and agents, are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents or employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City, as a result of this Agreement.
- C. The Contractor 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 prior written approval of the City.

6. COMPENSATION AND INVOICING

- A. In consideration of services rendered, the City will provide financial resources in the amount of fifty-nine thousand dollars (\$59,000) for the term of this contract. Additionally, the City will pay the utility costs, including gas, solid waste, water, wastewater, and electricity (PNM).
- B. The Contractor shall submit a written request to the City for payment once every month, and the City shall pay such billings in 6 equal installments, one every thirty (30) days.
- C. Payment will not be released by the City without proper reporting documentation for the month being invoiced (see Scope of Services: Contractor (M)).

6. EFFECTIVE DATE AND SERVICES

- A. **The term of this agreement shall be in effect from January 1, 2016, thru June 30, 2016.** The parties may, by mutual consent, extend this contract in writing beyond its current end date, under the same terms and conditions as contained herein, without Council action, through the City Manager or the City Manager's duly- designated appointee.

7. TERMINATION

- A. Notwithstanding the foregoing, this Agreement may be terminated by the City upon sixty (60) days written notice, with or without cause. Notwithstanding the foregoing, this Agreement may be terminated by the Contractor, with or without cause, in which case the Contractor shall give one sixty (60) days notice of such termination.
- B. If this Agreement is terminated, the Contractor shall be paid for services performed up to the date of termination. This Agreement shall be construed under the laws of the State of New Mexico.

8. AMENDMENT

- A. This agreement may be amended in writing at any time by mutual Agreement between the Contractor and the City.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2016.

Mayor Alfonso E. Ortiz, Jr.

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY:

Dave Romero, City Attorney

SIGNED:

Elmer J. Martinez, City Manager

Jae Dennis, AWC Board Chair

Martina C. Holguin, AWC Pet Center Director

DRAFT