



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
REGULAR CITY COUNCIL MEETING
November 8, 2023–Wednesday– 5:30 p.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. EXECUTIVE SESSION**

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (2) Limited personnel matters, Discussion regarding the Police Chief and (H) (5) Collective Bargaining Strategy, Discussion regarding the International Association of Firefighters (IAFF) Collective Bargaining Unit agreement.
- VIII. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**

David Ulibarri
Councilor Ward 1

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

David G. Romero
Councilor Ward 4

IX. COUNCILORS' REPORTS

X. CITY MANAGER'S REPORT

XI. APPROVAL OF MINUTES (October 18th, 2023)

XII. PRESENTATIONS (not to exceed 10-15 minutes)

- Presentation by Fire Chief Spann reporting on the Insurance Services Office (ISO) Fire Protection Rating for the City of Las Vegas.
- Presentation by Camilla Bustamante with New Mexico Workforce Integration Network speaking about their incarceration program.

XIII. BUSINESS ITEMS

1. Request approval of Addendum #2 for Contract #3832-22 White Sands Drug & Alcohol Compliance.

Darlene Arguello, HR Director The addendum extends the contract for one (1) year from January 12, 2024 through January 12, 2025.

2. Request approval of Addendum #2 to Contract #3835-22 with Stantec Consulting Services Inc. for professional engineering services as needed for utility, street and drainage improvements on Hot Springs Blvd.

Maria Gilvarry, Utilities Director RFP 2022-15 was awarded on 1/25/22 and Agreement #3835-22 was signed on 1/25/22. The extended term of this agreement will be for 1 year.

3. Request approval for out-of-state travel for City Manager Leo Maestas and Councilor David Romero to attend the NALEO Policy Institute on Health: Creating Pathways Toward Latino Well-Being taking place on November 16 -17, 2023.

Leo Maestas, City Manager The Institute sessions will be in Newport Beach, California. A scholarship has been awarded by NALEO Educational Fund which covers the cost of the Institute, flight and hotel accommodations.

4. Discussion/Direction regarding a retention bonus for four (4) Communication Specialists in the Police Department.

Caleb Marquez, Interim Police Chief The Police Department is experiencing a shortage of Communication Specialists and we recognize the value of maintaining a highly trained and experienced workforce familiar with the Las Vegas community and Police Department policies and procedures. The Police Department would like to

provide the 4 Communications Specialists a retention bonus of \$4,500.00.

5. Discussion/Direction regarding recruitment and retention bonuses for Police Officers utilizing funding received from the State of New Mexico Law Enforcement Fund created by Governor Michelle Lujan Grisham.

Caleb Marquez, Interim Police Chief The Police Department is experiencing a shortage of Police Officers and recognizes the value of maintaining a highly trained and experienced workforce familiar with the Las Vegas community and Police Department policies and procedures. The purpose of the funding is to cover the cost of hiring new officers and retain current officers. The Police Department would like to utilize year two funding for hiring bonuses, Entry-Level bonus of \$6,000 Non-Certified and \$12,000 Certified.

XIV . ADJOURN

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

ATTENTION PERSONS ATTENDING COUNCIL MEETING: By entering the 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



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

Meeting Date: November 8, 2023

Date Submitted: 11/2/23

Department: Executive

Item: In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H)(2), Limited Personnel Matters, Discussion regarding Police Chief.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:

Finance Director



City Manager

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

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

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



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

Meeting Date: November 8, 2023

Date Submitted: 10/27/23

Department: Human Resource

Item/Topic: In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H)(5), Collective Bargaining Strategy, **Discussion regarding the International Association of Firefighters (IAFF) Collective Bargaining Unit agreement.**


Fiscal Impact: N/A

Attachments: None

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 _____

MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD ON WEDNESDAY, OCTOBER 18, 2023 AT 5:30 P.M. IN THE CITY COUNCIL CHAMBERS.

MAYOR: Louie A. Trujillo

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

ALSO PRESENT: Leo Maestas, City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, 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 recognize all the people in the community that lend a hand for the betterment of the community.

APPROVAL OF AGENDA

Councilor Romero asked City Manager Maestas why there was an item from last week that did not get passed, placed on the agenda again for tonight.

City Manager Maestas advised they brought the item back to Mayor and Council to see if they would entertain the conversation again and so they wouldn't have to go back out for an RFP again.

Councilor Romero asked if they were hoping Council would change their mind.

City Manager Maestas advised that it does take a lot of time and energy for staff to go through the RFP process and thought they could move forward on some of the sediment removal projects.

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

Barbara Casey	No	Michael L. Montoya	Yes
David Ulibarri	Yes	David G. Romero	No

City Clerk Fresquez advised there was a tie.

Mayor Trujillo voted Yes and broke the tie.

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

City Clerk Fresquez advised there was no public input.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Trujillo advised that he was going to present Buen Vecino Awards to Walter Adams and Adam Romero with NMDOT but they were not there yet.

Mayor Trujillo mentioned a letter he received from a friend recognizing four City employees that were maintaining the Carnegie Library Park. Mayor Trujillo thanked the Parks department for working so hard. Mayor Trujillo discussed big

projects happening at the City and Sunny505 hired a Content Creator to create videos that market Las Vegas. Mayor Trujillo advised they would be meeting with Sunny505 on October 27th if anyone would like to attend.

COUNCILORS' REPORTS

Councilor Casey advised that Councilor Romero and herself had attended a Healthcare Study Committee meeting where they met Interim CEO Robert Nelson from Alta Vista Hospital. Councilor Casey advised he gave them an overview of what he would like to see with the new hospital. Councilor Casey described her visit to the hospital over the weekend and advised that she saw first hand the dedication and professionalism from people at the hospital. Councilor Casey thanked all those who took care of her at the hospital and advised it was a positive experience.

Councilor Montoya thanked Councilor Romero for attending the Balloon Fiesta on behalf of Mayor and Council and for working the booth along with City Manager Maestas and other employees. Councilor Montoya thanked all of them for their help and for promoting Las Vegas. Councilor Montoya discussed the Legion Drive project moving along as scheduled, and advised that it should be done by December 31st. Councilor Montoya discussed some issues with the Legion Drive project such as people riding bikes and writing their initials on fresh concrete. Councilor Montoya advised that they should start paving between Collins and 7th Street. Councilor Montoya thanked Parks and Recreation Director Arturo Padilla, his staff and City Manager Maestas for installing basketball goals at Keys Park.

Councilor Romero voiced his concerns regarding another PSA going out in regards to the quality of water and it happening more often. Councilor Romero mentioned the need to bring the contractor in that is overseeing the Water Treatment Plant or the need to revamp their contract. Councilor Romero advised that it's embarrassing to hear the public say that they don't feel safe drinking the water. Councilor Romero advised that they need to start questioning it or bring Souder Miller in so they could answer questions.

POLICE CHIEF'S REPORT

Deputy Police Chief Marquez gave a detailed presentation regarding the statistics for the Month of September on the following:

- Field Operations Division (patrol) calls
- Code Compliance calls
- Animal Care Center updates
 - Cats (45)
 - Dogs (90)
 - 30 cats transferred
 - 21 dogs transferred
- Hosted and attended several events
- Information Division/Records
- Street Crimes Division
- Training/Travel/Recruiting
- Community Events
- Department vacancies (28)

Discussion took place regarding the funding for the Spay/Neuter clinic.

New Mexico Department of Transportation staff arrived.

Councilor Romero thanked Mr. Adam Romero and NMDOT staff for all they do for the City of Las Vegas. Councilor Romero presented Buen Vecino Awards to District 4 Engineer Adam Romero. Mr. Adam Romero advised that Chairman Commissioner Walter Adams with NMDOT couldn't make it to the meeting.

Councilor Montoya also thanked Mr. Adam Romero and NMDOT staff for all they do for the City of Las Vegas.

FINANCE REPORT

Interim Finance Director Dominic Chavez reported on the month of September, the General fund resulted in a deficit of (\$252,881) they had paid insurance deductibles in the amount of \$660,000, the Enterprise fund resulted in a surplus of (\$560,063) with FEMA reimbursements of \$719,000 deposited into the water account, the Recreation department resulted in a deficit of (\$63,432), Lodger's Tax resulted in a deficit of (\$27,410) and Cannabis resulted in a surplus of (\$28,561).

Mayor Trujillo asked what the deficit was for Lodgers Tax.

Interim Finance Director Chavez advised they had publications/promotions that were at \$69,000.

Mayor Trujillo asked if there was a lot of money in that fund.

Interim Finance Director Chavez advised yes.

Councilor Romero asked for clarification on the FEMA reimbursements and if they were going to the specific departments that were billed.

Interim Finance Director Chavez advised that was correct.

Mayor Trujillo asked if there was anything they needed to be made aware of.

Interim Finance Director Chavez advised not at the moment.

PRESENTATIONS

Brooks Pots provided a lengthy presentation regarding the history of the 1129 steam train engine and his intentions to restore the 1129 steam train engine.

Councilor Romero discussed the need to get proper authority and for legalities to be discussed before any work is done on the train.

Councilor Montoya advised that it's a great dream and asked about Federal Government permits and an estimate on how much it would cost for restoration.

Mr. Pots advised several million or at the lowest \$800,000.

Councilor Montoya advised that he agrees with Councilor Romero regarding the priorities of the City.

Mayor Trujillo discussed Las Vegas having a long history with the railroad and many families working for the railroad, including his grandfather. Mayor Trujillo advised that Mr. Pots gave them some options to consider and would be 100% supportive in working together.

President Sam Minner with NMHU provided an update regarding Highlands University being accredited, starting their first Comprehensive Campaign, 5 consecutive semesters of enrollment increasing, facility updates, a multi-use dome with a track and a possible Reforestation Center. Regent Cody Rivera with NMHU provided information regarding their third biannual Matanza on October 21st. President Minner advised that they opened up the walking trail at the Golf Course and it's free to the community.

Councilor Montoya thanked President Minner for bringing back the walking trail at the Golf course.

Discussion took place regarding the Reforestation Center.

Councilor Ulibarri advised that NMHU's Matanza is a good community event and thanked President Minner and Mr. Rivera for all they do.

BUSINESS ITEMS

1. Request approval of Resolution 23-32, budget adjustment for the 2023-24 fiscal year.

Councilor Montoya advised that resolution 23-32 was recommended by the Finance Committee.

Councilor Montoya made a motion to approve resolution No. 23-32, budget adjustment for the 2023-24 fiscal year. Councilor Casey seconded the motion.

Resolution 23-32 was presented as follows:

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 23-32

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

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

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

WHEREAS, the City of Las Vegas is in need of making a budget adjustment in the 2023-24 fiscal year budget to include a rev/exp increase to Fund 101-4900 Animal Shelter in the amount of \$50,000, an expense increase to Fund 213 State Library grant in the amount of \$8,019, a rev/exp increase to Fund 217 State Legislative Appropriations – Youth Club Programs in the amount of \$100,000, a rev/exp increase to Fund 217 State Legislative Appropriations – PD Health Sciences Center in the amount of \$300,000, a rev/exp increase to Fund 217 State Legislative Appropriations – San Miguel Senior Center Vehicle in the amount of \$21,524, and a revenue increase to Fund 282 Senior Center in the amount of \$20,238.00.

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

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

ACCEPTED AND APPROVED this day ____ of October 2023.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk

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	Michael L. Montoya	Yes

City Clerk Fresquez advised the motion carried.

2. Request approval of a Disaster Recovery Policy for I.T.

Interim Finance Director Dominic Chavez advised that it has been an audit finding since 2019. Interim Finance Director Chavez advised that there were a few adjustments to the version that was sent to Mayor and Council. Interim Finance Director Chavez advised that the policy would resolve the audit finding for the I.T.

department. Interim Finance Director Chavez discussed the changes made to the policy.

Mayor Trujillo thanked Interim Finance Director Chavez for working on the policy.

Councilor Casey made a motion to approve the Disaster Recovery Policy for I.T. Councilor Ulibarri seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
David G. Romero	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

Councilor Montoya asked City Manager Maestas to provide the Office of Emergency Management at the County with a copy of the policy.

3. Request approval of Fiscal Year 2024 Memorandum of Agreement (MOA) between the New Mexico Department of Transportation (NMDOT) and the City of Las Vegas.

Community Development Director Lucas Marquez advised that the MOA is done annually.

Councilor Romero made a motion to approve the Fiscal Year 2024 Memorandum of Agreement (MOA) between the New Mexico Department of Transportation (NMDOT) 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	David G. Romero	Yes
Michael L. Montoya	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

4. 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 Romero advised during last week's meeting and other meetings in April and May, he had asked why they hadn't started the sediment removal. Councilor Romero advised that they were told that Utilities Director Maria Gilvarry was working with consultants and FEMA regarding the direction of the RFP. Councilor Romero advised that the RFP was a typical RFP that is normally used.

City Manager Maestas advised that they were working on a one time cleaning with NRCS to clean the gabion basket area and the skating pond. City Manager Maestas advised that NRCS decided that they would not be able to do a cleaning at the gabion basket area because of the way they were installed. City Manager Maestas advised that the City used their own equipment. City Manager Maestas advised that NCRS procured their own contractor to do a one time cleaning at the skating pond, which was currently being done and also in front of the diversion.

Mayor Trujillo advised there were some issues with permitting from the Environment department or from Tierra Y Montes.

City Manager Maestas advised after discussions between FEMA, NRCS and other federal agencies they said for the City to do the sediment removal on their own, which was done in June.

Councilor Romero advised that the RFP didn't specifically say what areas would be cleaned out. Councilor Romero advised that he asked what would happen to those areas that they can't reach and he was told that they would stop the contract and go with someone else. Councilor Romero voiced his concerns regarding it not being fair to the individual that would be given a four year contract due to them not being aware of the scope of work and he felt misled. Councilor Romero advised that they need to put the RFP out again with a specific scope of work.

City Manager Maestas discussed putting the scope of work into a PA system called the Stafford Act with FEMA for PA Federal Assistant funds so the City could be reimbursed.

Councilor Montoya asked if they followed the RFP process.

Project Manager Benito Lujan advised yes.

Councilor Montoya asked what it would cost for a new RFP should this one be denied.

Project Manager Lujan advised that it would be a lengthy process and needs to go through different channels.

Councilor Montoya advised that it needs to be done because they don't know when the next storm will hit, how the winter will be or when the floods will come.

Mayor Trujillo asked how long a rebid process would take.

Project Manager Lujan advised it could take anywhere from 2-3 months.

Mayor Trujillo advised that he felt like the RFP was not specific enough. Mayor Trujillo asked if the RFP and contract was awarded as is, how soon could the companies be on location and their services be used.

Project Manager Lujan advised that they are readily available and they do have equipment. Project Manager Lujan advised they would have a cost estimate after the awardment.

Councilor Romero advised that he felt like the RFP was too vague.

Councilor Romero made a motion to reject RFP 2024-01 and rebid, with the proper language pertaining to what they need done. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	No	David G. Romero	Yes
Barbara Casey	Yes	David Ulibarri	No

City Clerk Fresquez advised there was a tie.

Mayor Trujillo voted Yes and broke the tie.

City Clerk Fresquez advised the motion carried.

5. Discussion and Direction of funding for the Samaritan House.

Councilor Montoya asked why the additional information was not included in their packet so they could have had time to review it.

City Clerk Fresquez advised that she did not receive that information prior.

Councilor Montoya asked that the information be excluded because they don't have time to review it.

Samaritan House Executive Director George Lyon advised that the information was just informative.

Mayor Trujillo expressed his concern regarding the public not being able to review the information that Mr. Lyon presented to the Council and advised he knew they're pressed for time.

Mr. Lyon advised that there were no changes to the previous contract but were asking for \$10,000 for the first month up front and everything else remained the same.

City Manager Maestas advised that the item was for Mayor and Council to discuss and give direction as to what they want to do regarding the Samaritan House and not to review the contract.

Mr. Lyon advised that they are seeking a grant from the City of Las Vegas to try to eradicate the issue of homelessness. Mr. Lyon advised that he believed they addressed all the problems they had last year and integrated all the policies that Mayor and Council requested including a complaint line. Mr. Lyon advised that there is a tremendous need for food in the community and they have written grants and received money to move the Food Distribution on a mobile basis throughout the community. Mr. Lyon advised that as a condition, Lincoln Park is off limits to those staying at their facility and those individuals traveling through the community will be provided emergency services for five days and then provided with resources to move to another community. Mr. Lyon advised that they wanted to hire two Case Managers/Social Workers to respond to the 12-15 homeless individuals in the community.

Mayor Trujillo advised that he had received a call regarding people camping out on the side of the shelter and from a resident regarding a property owner setting up a tent for people to sleep in.

Mr. Lyon advised that he spoke with that property owner and advised her not to do that.

Mayor Trujillo asked what the next step would be.

City Clerk Fresquez advised that they would decide when they want to bring the contract back for approval, what the amount would be and any changes to the contract.

Mayor Trujillo asked how much the increase would be.

Mr. Lyon advised it would increase to \$60,000.

Mayor Trujillo asked if this would prevent them from opening up the Samaritan House.

Mr. Lyon advised yes, they didn't think it would get cold this early.

Mayor Trujillo asked for a Special meeting for next week to approve the contract.

Councilor Romero asked if the City Attorney reviewed the contract.

City Manager Maestas advised that there is no contract that they are discussing at this point.

Councilor Romero asked Mr. Lyon that he stated that the contract was exactly the same except for the funding amount.

Mr. Lyon advised yes.

Councilor Romero advised that was not true, in the scope of work there was one item that was removed and other things in the contract. Councilor Romero asked City Manager Maestas to have the contract reviewed and it's the City that puts the contract together not vice versa. Councilor Romero advised that the Fire department needs to be involved because there were issues with Fire code. Councilor Romero advised that the language was broad and they need to start from last year's contract and work from there. Councilor Romero thanked Mr. Lyon and stated there has been progress and would like to see the times increased because at 6:30 am it's still freezing and the amount of beds.

Mayor Trujillo asked to add day services to the scope of work.

Councilor Romero advised that the \$60,000 could make it seem like they are eliminating the RFP process.

City Manager Maestas advised that they would confirm with the auditors or DFA to see if that would be an issue.

Councilor Montoya asked how much the County was providing.

Mr. Lyon advised that they would be talking to them this year.

EXECUTIVE SESSION

Councilor Casey made a motion to convene into executive session for the purpose of discussing limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, regarding Discussion and Appointment of a Finance Director. Councilor Romero seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

Councilor Romero made a motion to exit executive session and reconvene into regular session after being in executive session for the purpose of discussing limited personnel matters, as permitted by section 10-15-1(H)(2) of the New Mexico Open Meetings Act, NMSA 1978, regarding Discussion and Appointment of a Finance Director, and no action was taken. Councilor Casey seconded the motion. Mayor Trujillo asked for roll call. Roll Call Vote was taken and reflected the following:

Michael L. Montoya	Yes	Barbara Casey	Yes
David Ulibarri	Yes	David G. Romero	Yes

City Clerk Fresquez advised the motion carried.

EXECUTIVE SESSION ACTION ITEM

1. Approval to appoint Timothy Montgomery as the Finance Director.

Councilor Casey made a motion to approve the appointment of Timothy Montgomery as the Finance Director. 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
Michael L. Montoya	No	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

Councilor Montoya advised that he did not agree with the interview process and had mentioned before that they should have people from within that department involved in the interviews. Councilor Montoya advised that he doesn't favor a short work history of employment .

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 8:02 pm.

Mayor Louie A. Trujillo

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: ^{Nov. 8} ~~October 10~~, 2023

Date Submitted: 10/06/2023

Department: Fire Department

Item/Topic: Review and Update on ISO Fire Protection Rating for the City of Las Vegas

Fiscal Impact: N/A

Attachments: ISO Notification Letter & Public Protection Classification Summary Report

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 Attorney (Approved as to Form)

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

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

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



1000 Bishops Gate Blv. Ste 300
Mt. Laurel, NJ 08054-5404

t1.800.444.4554 Opt.2
f1.800.777.3929

September 25, 2023

Mr. Lee Maestas, City Manager
Las Vegas
1700 N. Grand Ave
Las Vegas, New Mexico, 87701

RE: Las Vegas, San Miguel County, New Mexico
Public Protection Classification: 04/4X
Effective Date: January 01, 2024

Dear Mr. Lee Maestas,

We wish to thank you and Mr. Steven Spann for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B."

- Communities graded with single “9” or “8B” classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

Alex Shubert

Alex Shubert

Manager -National Processing Center

cc: Mrs. Maria Gilvarry, Utility Director, Las Vegas Water Department
Chief Antonio Salazar, Police Chief, Las Vegas Police Department
Mr. Steven Spann, Chief, Las Vegas Fire Department

**Public Protection Classification
(PPC®)
Summary Report**

Las Vegas

NEW MEXICO

Prepared by

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Background Information

Introduction

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities. The data is analyzed using our Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC®) grade is assigned to the community. The surveys are conducted whenever it appears that there is a possibility of a PPC change. As such, the PPC program provides important, up-to-date information about fire protection services throughout the country.

The FSRS recognizes fire protection features only as they relate to suppression of first alarm structure fires. In many communities, fire suppression may be only a small part of the fire department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service, and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's PPC grade, only features related to reducing property losses from structural fires are evaluated. Multiple alarms, simultaneous incidents and life safety are not considered in this evaluation. The PPC program evaluates the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual PPC grade.

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection – as measured by the PPC program – and low fire losses. So, insurance companies use PPC information for marketing, underwriting, and to help establish fair premiums for homeowners and commercial fire insurance. In general, the price of fire insurance in a community with a good PPC grade is substantially lower than in a community with a poor PPC grade, assuming all other factors are equal.

ISO is an independent company that serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about risk. ISO's expert staff collects information about municipal fire suppression efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a PPC grade – a number from 1 to 10. Class 1 represents an exemplary fire suppression program, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC grade depends on:

- **Needed Fire Flows**, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- **Emergency Communications**, including emergency reporting, telecommunicators, and dispatching systems.
- **Fire Department**, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- **Water Supply**, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.

Data Collection and Analysis

ISO has evaluated and classified over 39,000 fire protection areas across the United States using its FSRS. A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC grade. In order for a community to obtain a grade better than a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the **Emergency Communications** accounts for 10% of the total classification. This section is weighted at **10 points**, as follows:

- Emergency Reporting 3 points
- Telecommunicators 4 points
- Dispatch Circuits 3 points

A review of the **Fire Department** accounts for 50% of the total classification. ISO focuses on a fire department's first alarm response and initial attack to minimize potential loss. The fire department section is weighted at **50 points**, as follows:

- Engine Companies 6 points
- Reserve Pumps 0.5 points
- Pump Capacity 3 points
- Ladder/Service Companies 4 points
- Reserve Ladder/Service Trucks 0.5 points
- Deployment Analysis 10 points
- Company Personnel 15 points
- Training 9 points
- Operational considerations 2 points
- Community Risk Reduction 5.5 points (in addition to the 50 points above)

A review of the **Water Supply** system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at **40 points**, as follows:

- Credit for Supply System 30 points
- Hydrant Size, Type & Installation 3 points
- Inspection & Flow Testing of Hydrants 7 points

There is one additional factor considered in calculating the final score – **Divergence**.

Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment or personnel to use the water. The FSRS score is subject to modification by a divergence factor, which recognizes disparity between the effectiveness of the fire department and the water supply.

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

PPC Grade

The PPC grade assigned to the community will depend on the community's score on a 100-point scale:

PPC	Points
1	90.00 or more
2	80.00 to 89.99
3	70.00 to 79.99
4	60.00 to 69.99
5	50.00 to 59.99
6	40.00 to 49.99
7	30.00 to 39.99
8	20.00 to 29.99
9	10.00 to 19.99
10	0.00 to 9.99

The classification numbers are interpreted as follows:

- Class 1 through (and including) Class 8 represents a fire suppression system that includes an FSRS creditable dispatch center, fire department, and water supply.
- Class 8B is a special classification that recognizes a superior level of fire protection in otherwise Class 9 areas. It is designed to represent a fire protection delivery system that is superior except for a lack of a water supply system capable of the minimum FSRS fire flow criteria of 250 gpm for 2 hours.
- Class 9 is a fire suppression system that includes a creditable dispatch center, fire department but no FSRS creditable water supply.
- Class 10 does not meet minimum FSRS criteria for recognition, including areas that are beyond five road miles of a recognized fire station.

New PPC program changes effective July 1, 2014

We have revised the PPC program to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

New classifications

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new PPC classes will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

Split classifications

When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

What's changed with the new classifications?

We've published the new classifications as "X" and "Y" — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B".
- Communities graded with single "9" or "8B" classifications will remain intact.

Prior Classification	New Classification
1/9	1/1X
2/9	2/2X
3/9	3/3X
4/9	4/4X
5/9	5/5X
6/9	6/6X
7/9	7/7X
8/9	8/8X
9	9

Prior Classification	New Classification
1/8B	1/1Y
2/8B	2/2Y
3/8B	3/3Y
4/8B	4/4Y
5/8B	5/5Y
6/8B	6/6Y
7/8B	7/7Y
8/8B	8/8Y
8B	8B

What's changed?

As you can see, we're still maintaining split classes, but it's how we represent them to insurers that's changed. The new designations reflect a reduction in fire severity and loss and have the potential to reduce property insurance premiums.

Benefits of the revised split class designations

- To the fire service, the revised designations identify enhanced fire suppression capabilities used throughout the fire protection area
- To the community, the new classes reward a community's fire suppression efforts by showing a more reflective designation
- To the individual property owner, the revisions offer the potential for decreased property insurance premiums

New water class

Our data also shows that risks located more than 5 but less than 7 road miles from a responding fire station with a creditable water source within 1,000 feet had better loss experience than those farther than 5 road miles from a responding fire station with no creditable water source. We've introduced a new classification —10W— to recognize the reduced loss potential of such properties.

What's changed with Class 10W?

Class 10W is property-specific. Not all properties in the 5-to-7-mile area around the responding fire station will qualify. The difference between Class 10 and 10W is that the 10W-graded risk or property is within 1,000 feet of a creditable water supply. Creditable water supplies include fire protection systems using hauled water in any of the split classification areas.

What's the benefit of Class 10W?

10W gives credit to risks within 5 to 7 road miles of the responding fire station and within 1,000 feet of a creditable water supply. That's reflective of the potential for reduced property insurance premiums.

What does the fire chief have to do?

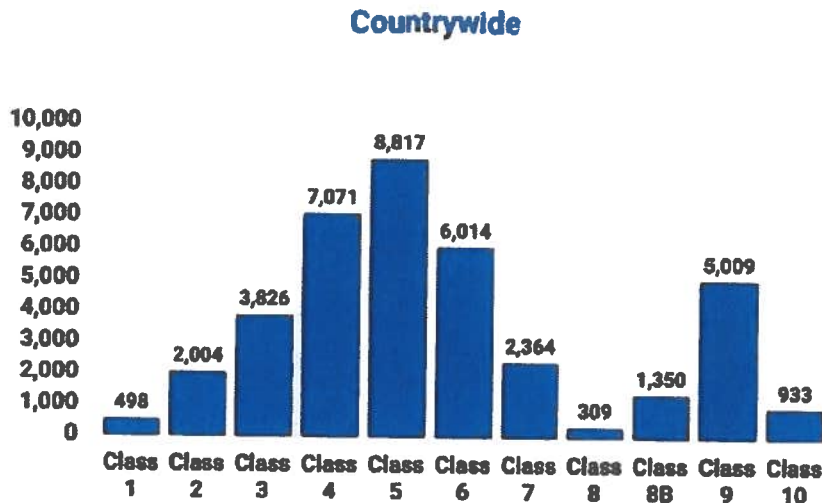
Fire chiefs don't have to do anything at all. The revised classifications went in place automatically effective July 1, 2014 (July 1, 2015 for Texas).

What if I have additional questions?

Feel free to contact ISO at 800.444.4554 or email us at PPC-Cust-Serv@iso.com.

Distribution of PPC Grades

The 2023 published countrywide distribution of communities by the PPC grade is as follows:



Assistance

The PPC program offers help to communities, fire departments, and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

The PPC program representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your questions regarding the PPC program. What's more, we can be reached via the internet at www.isomitigation.com/talk/.

We also have a website dedicated to our Community Hazard Mitigation Classification programs at www.isomitigation.com. Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about the PPC program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special, secured website with information and features that can help improve your PPC grade, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the FSRs and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

To become a registered fire chief or community chief administrative official, register at www.isomitigation.com.

PPC Review

ISO concluded its review of the fire suppression features being provided for Las Vegas. The resulting community classification is **Class 04/4X**.

If the classification is a single class, the classification applies to properties with a Needed Fire Flow of 3,500 gpm or less in the community. If the classification is a split class (e.g., 6/XX):

- The first class (e.g., "6" in a 6/XX) applies to properties within 5 road miles of a recognized fire station and within 1,000 feet of a fire hydrant or alternate water supply.
- The second class (XX or XY) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station.
- Alternative Water Supply: The first class (e.g., "6" in a 6/10) applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement.
- Class 10 applies to properties over 5 road miles of a recognized fire station.
- Class 10W applies to properties within 5 to 7 road miles of a recognized fire station with a recognized water supply within 1,000 feet.
- Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

FSRS Feature	Earned Credit	Credit Available
Emergency Communications		
414. Credit for Emergency Reporting	1.95	3
422. Credit for Telecommunicators	2.40	4
432. Credit for Dispatch Circuits	0.90	3
440. Credit for Emergency Communications	5.25	10
Fire Department		
513. Credit for Engine Companies	5.62	6
523. Credit for Reserve Pumpers	0.49	0.50
532. Credit for Pump Capacity	3.00	3
549. Credit for Ladder Service	2.83	4
553. Credit for Reserve Ladder and Service Trucks	0.21	0.50
561. Credit for Deployment Analysis	7.68	10
571. Credit for Company Personnel	2.91	15
581. Credit for Training	5.68	9
730. Credit for Operational Considerations	2.00	2
590. Credit for Fire Department	30.42	50
Water Supply		
616. Credit for Supply System	17.70	30
621. Credit for Hydrants	2.82	3
631. Credit for Inspection and Flow Testing	7.00	7
640. Credit for Water Supply	27.52	40
Divergence		
1050. Community Risk Reduction	-1.59	-
	4.62	5.50
Total Credit	66.22	105.50

Emergency Communications

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- Computer-aided dispatch (CAD) facilities
- Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- Facilities used to dispatch fire department companies to reported structure fires

	Earned Credit	Credit Available
414. Credit Emergency Reporting	1.95	3
422. Credit for Telecommunicators	2.40	4
432. Credit for Dispatch Circuits	0.90	3
Item 440. Credit for Emergency Communications:	5.25	10

Item 414 - Credit for Emergency Reporting (3 points)

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems* as the reference for this section.

Item 410. Emergency Reporting (CER)	Earned Credit	Credit Available
<p>A/B. Basic 9-1-1, Enhanced 9-1-1 or No 9-1-1</p> <p>For maximum credit, there should be an Enhanced 9-1-1 system, Basic 9-1-1 and No 9-1-1 will receive partial credit.</p>	20.00	20
<p>1. E9-1-1 Wireless</p> <p>Wireless Phase I using Static ALI (automatic location identification) Functionality (10 points); Wireless Phase II using Dynamic ALI Functionality (15 points); Both available will be 25 points</p>	25.00	25
<p>2. E9-1-1 Voice over Internet Protocol (VoIP)</p> <p>Static VoIP using Static ALI Functionality (10 points); Nomadic VoIP using Dynamic ALI Functionality (15 points); Both available will be 25 points</p>	10.00	25
<p>3. Computer Aided Dispatch</p> <p>Basic CAD (5 points); CAD with Management Information System (5 points); CAD with Interoperability (5 points)</p>	10.00	15
<p>4. Geographic Information System (GIS/AVL)</p> <p>The PSAP uses a fully integrated CAD/GIS management system with automatic vehicle location (AVL) integrated with a CAD system providing dispatch assignments.</p> <p>The individual fire departments being dispatched <u>do not</u> need GIS/AVL capability to obtain this credit.</p>	0.00	15
<p>Review of Emergency Reporting total:</p>	65.00	100

Item 422- Credit for Telecommunicators (4 points)

The second item reviewed is Item 422 "Credit for Telecommunicators (TC)". This item reviews the number of Telecommunicators on duty at the center to handle fire calls and other emergencies. All emergency calls including those calls that do not require fire department action are reviewed to determine the proper staffing to answer emergency calls and dispatch the appropriate emergency response. The 2013 Edition of NFPA 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems*, recommends that ninety-five percent of emergency calls shall be answered within 15 seconds and ninety-nine percent of emergency calls shall be answered within 40 seconds. In addition, NFPA recommends that eighty percent of emergency alarm processing shall be completed within 60 seconds and ninety-five percent of alarm processing shall be completed within 106 seconds of answering the call.

To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

Item 420. Telecommunicators (CTC)	Earned Credit	Credit Available
A1. Alarm Receipt (AR) Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221	0.00	20
A2. Alarm Processing (AP) Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221	0.00	20
B. Emergency Dispatch Protocols (EDP) Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization.	20.00	20
C. Telecommunicator Training and Certification (TTC) Telecommunicators meet the qualification requirements referenced in NFPA 1061, <i>Standard for Professional Qualifications for Public Safety Telecommunicator</i> , and/or the Association of Public-Safety Communications Officials - International (APCO) <i>Project 33</i> . Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions.	20.00	20
D. Telecommunicator Continuing Education and Quality Assurance (TQA) Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions	20.00	20
Review of Telecommunicators total:	60.00	100

Item 432 - Credit for Dispatch Circuits (3 points)

The third item reviewed is Item 432 "Credit for Dispatch Circuits (CDC)". This item reviews the dispatch circuit facilities used to transmit alarms to fire department members. A "Dispatch Circuit" is defined in NFPA 1221 as "A circuit over which an alarm is transmitted from the communications center to an emergency response facility (ERF) or emergency response units (ERUs) to notify ERUs to respond to an emergency". All fire departments (except single fire station departments with full-time firefighter personnel receiving alarms directly at the fire station) need adequate means of notifying all firefighter personnel of the location of reported structure fires. The dispatch circuit facilities should be in accordance with the general criteria of NFPA 1221. "Alarms" are defined in this Standard as "A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency".

There are two different levels of dispatch circuit facilities provided for in the Standard – a primary dispatch circuit and a secondary dispatch circuit. In jurisdictions that receive 730 alarms or more per year (average of two alarms per 24-hour period), two separate and dedicated dispatch circuits, a primary and a secondary, are needed. In jurisdictions receiving fewer than 730 alarms per year, a second dedicated dispatch circuit is not needed. Dispatch circuit facilities installed but not used or tested (in accordance with the NFPA Standard) receive no credit.

The score for Credit for Dispatch Circuits (CDC) is influenced by monitoring for integrity of the primary dispatch circuit. There are up to 0.90 points available for this Item. Monitoring for integrity involves installing automatic systems that will detect faults and failures and send visual and audible indications to appropriate communications center (or dispatch center) personnel. ISO uses NFPA 1221 to guide the evaluation of this item. ISO's evaluation also includes a review of the communication system's emergency power supplies.

Item 432 "Credit for Dispatch Circuits (CDC)" = 0.90 points

Fire Department

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- Equipment carried
- Response to reported structure fires
- Deployment analysis of companies
- Available and/or responding firefighters
- Training

	Earned Credit	Credit Available
513. Credit for Engine Companies	5.62	6
523. Credit for Reserve Pumpers	0.49	0.5
532. Credit for Pumper Capacity	3.00	3
549. Credit for Ladder Service	2.83	4
553. Credit for Reserve Ladder and Service Trucks	0.21	0.5
561. Credit for Deployment Analysis	7.68	10
571. Credit for Company Personnel	2.91	15
581. Credit for Training	5.68	9
730. Credit for Operational Considerations	2.00	2
Item 590. Credit for Fire Department:	30.42	50

Basic Fire Flow

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 3500 gpm.

Item 513 - Credit for Engine Companies (6 points)

The first item reviewed is Item 513 "Credit for Engine Companies (CEC)". This item reviews the number of engine companies, their pump capacity, hose testing, pump testing and the equipment carried on the in-service pumpers. To be recognized, pumper apparatus must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* which include a minimum 250 gpm pump, an emergency warning system, a 300 gallon water tank, and hose. At least 1 apparatus must have a permanently mounted pump rated at 750 gpm or more at 150 psi.

The review of the number of needed pumpers considers the response distance to built-upon areas; the Basic Fire Flow; and the method of operation. Multiple alarms, simultaneous incidents, and life safety are not considered.

The greatest value of A, B, or C below is needed in the fire district to suppress fires in structures with a Needed Fire Flow of 3,500 gpm or less: **3 engine companies**

- a) **3 engine companies** to provide fire suppression services to areas to meet NFPA 1710 criteria or within 1½ miles.
- b) **3 engine companies** to support a Basic Fire Flow of 3500 gpm.
- c) **3 engine companies** based upon the fire department's method of operation to provide a minimum two engine response to all first alarm structure fires.

The FSRS recognizes that there are **3 engine companies** in service.

The FSRS also reviews Automatic Aid. Automatic Aid is considered in the review as assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged case by case. ISO will recognize an Automatic Aid plan under the following conditions:

- It must be prearranged for first alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- The aid must be dispatched to all reported structure fires on the initial alarm.
- The aid must be provided 24 hours a day, 365 days a year.

FSRS Item 512.D "Automatic Aid Engine Companies" responding on first alarm and meeting the needs of the city for basic fire flow and/or distribution of companies are factored based upon the value of the Automatic Aid plan (up to 1.00 can be used as the factor). The Automatic Aid factor is determined by a review of the Automatic Aid provider's communication facilities, how they receive alarms from the graded area, inter-department training between fire departments, and the fire ground communications capability between departments.

For each engine company, the credited Pump Capacity (PC), the Hose Carried (HC), the Equipment Carried (EC) all contribute to the calculation for the percent of credit the FSRS provides to that engine company.

Item 513 "Credit for Engine Companies (CEC)" = 5.62 points

Item 523 - Credit for Reserve Pumpers (0.50 points)

The item is Item 523 "Credit for Reserve Pumpers (CRP)". This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

Item 523 "Credit for Reserve Pumpers (CRP)" = 0.49 points

Item 532 – Credit for Pumper Capacity (3 points)

The next item reviewed is Item 532 "Credit for Pumper Capacity (CPC)". The total pump capacity available should be sufficient for the Basic Fire Flow of 3500 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

Item 532 "Credit for Pumper Capacity (CPC)" = 3.00 points

Item 549 – Credit for Ladder Service (4 points)

The next item reviewed is Item 549 "Credit for Ladder Service (CLS)". This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRS equipment list. Ladder trucks must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRS recognizes that there are **1 ladder companies** in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRS recognizes that there are **1 service companies** in service.

Item 549 "Credit for Ladder Service (CLS)" = 2.83 points

Item 553 – Credit for Reserve Ladder and Service Trucks (0.50 points)

The next item reviewed is Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)”. This item considers the adequacy of ladder and service apparatus when one (or more in larger communities) of these apparatus are out of service. The number of needed reserve ladder and service trucks is 1 for each 8 needed ladder and service companies that were determined to be needed in Item 540, or any fraction thereof.

Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)” = 0.21 points

Item 561 – Deployment Analysis (10 points)

Next, Item 561 “Deployment Analysis (DA)” is reviewed. This Item examines the number and adequacy of existing engine and ladder-service companies to cover built-upon areas of the city.

To determine the Credit for Distribution, first the Existing Engine Company (EC) points and the Existing Engine Companies (EE) determined in Item 513 are considered along with Ladder Company Equipment (LCE) points, Service Company Equipment (SCE) points, Engine-Ladder Company Equipment (ELCE) points, and Engine-Service Company Equipment (ESCE) points determined in Item 549.

Secondly, as an alternative to determining the number of needed engine and ladder/service companies through the road-mile analysis, a fire protection area may use the results of a systematic performance evaluation. This type of evaluation analyzes computer-aided dispatch (CAD) history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full alarm assignment in accordance with the general criteria of in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

A determination is made of the percentage of built upon area within 1½ miles of a first-due engine company and within 2½ miles of a first-due ladder-service company.

Item 561 “Credit Deployment Analysis (DA)” = 7.68 points

Item 571 – Credit for Company Personnel (15 points)

Item 571 “Credit for Company Personnel (CCP)” reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, “Kelley” days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRs recognizes **4.71 on-duty personnel** and an average of **1.60 on-call personnel** responding on first alarm structure fires.

Item 571 “Credit for Company Personnel (CCP)” = 2.91 points

Item 581 – Credit for Training (9 points)

Training	Earned Credit	Credit Available
<p>A. Facilities, and Use For maximum credit, each firefighter should receive 18 hours per year in structure fire related subjects as outlined in NFPA 1001.</p>	7.29	35
<p>B. Company Training For maximum credit, each firefighter should receive 16 hours per month in structure fire related subjects as outlined in NFPA 1001.</p>	22.89	25
<p>C. Classes for Officers For maximum credit, each officer should be certified in accordance with the general criteria of NFPA 1021. Additionally, each officer should receive 12 hours of continuing education on or off site.</p>	10.70	12
<p>D. New Driver and Operator Training For maximum credit, each new driver and operator should receive 60 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.</p>	5.00	5
<p>E. Existing Driver and Operator Training For maximum credit, each existing driver and operator should receive 12 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.</p>	3.72	5
<p>F. Training on Hazardous Materials For maximum credit, each firefighter should receive 6 hours of training for incidents involving hazardous materials in accordance with NFPA 472.</p>	0.46	1
<p>G. Recruit Training For maximum credit, each firefighter should receive 240 hours of structure fire related training in accordance with NFPA 1001 within the first year of employment or tenure.</p>	5.00	5
<p>H. Pre-Fire Planning Inspections For maximum credit, pre-fire planning inspections of each commercial, industrial, institutional, and other similar type building (all buildings except 1-4 family dwellings) should be made annually by company members. Records of inspections should include up-to date notes and sketches.</p>	8.10	12

Item 580 “Credit for Training (CT)” = 5.68 points

Item 730 – Operational Considerations (2 points)

Item 730 "Credit for Operational Considerations (COC)" evaluates fire department standard operating procedures and incident management systems for emergency operations involving structure fires.

Operational Considerations	Earned Credit	Credit Available
Standard Operating Procedures The department should have established SOPs for fire department general emergency operations	50	50
Incident Management Systems The department should use an established incident management system (IMS)	50	50
Operational Considerations total:	100	100

Item 730 "Credit for Operational Considerations (COC)" = 2.00 points

Water Supply

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- the capability of the water distribution system to meet the Needed Fire Flows at selected locations up to 3,500 gpm.
- size, type and installation of fire hydrants.
- inspection and flow testing of fire hydrants.

	Earned Credit	Credit Available
616. Credit for Supply System	17.70	30
621. Credit for Hydrants	2.82	3
631. Credit for Inspection and Flow Testing	7.00	7
Item 640. Credit for Water Supply:	27.52	40

Item 616 – Credit for Supply System (30 points)

The first item reviewed is Item 616 “Credit for Supply System (CSS)”. This item reviews the rate of flow that can be credited at each of the Needed Fire Flow test locations considering the supply works capacity, the main capacity and the hydrant distribution. The lowest flow rate of these items is credited for each representative location. A water system capable of delivering 250 gpm or more for a period of two hours plus consumption at the maximum daily rate at the fire location is considered minimum in the ISO review.

Where there are 2 or more systems or services distributing water at the same location, credit is given on the basis of the joint protection provided by all systems and services available.

The supply works capacity is calculated for each representative Needed Fire Flow test location, considering a variety of water supply sources. These include public water supplies, emergency supplies (usually accessed from neighboring water systems), suction supplies (usually evidenced by dry hydrant installations near a river, lake or other body of water), and supplies developed by a fire department using large diameter hose or vehicles to shuttle water from a source of supply to a fire site. The result is expressed in gallons per minute (gpm).

The normal ability of the distribution system to deliver Needed Fire Flows at the selected building locations is reviewed. The results of a flow test at a representative test location will indicate the ability of the water mains (or fire department in the case of fire department supplies) to carry water to that location.

The hydrant distribution is reviewed within 1,000 feet of representative test locations measured as hose can be laid by apparatus.

For maximum credit, the Needed Fire Flows should be available at each location in the district. Needed Fire Flows of 2,500 gpm or less should be available for 2 hours; and Needed Fire Flows of 3,000 and 3,500 gpm should be obtainable for 3 hours.

Item 616 “Credit for Supply System (CSS)” = 17.70 points

Item 621 – Credit for Hydrants (3 points)

The second item reviewed is Item 621 “Credit for Hydrants (CH)”. This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

There are a total of 527 hydrants in the graded area.

620. Hydrants, - Size, Type and Installation	Number of Hydrants
A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ -inch outlets	484
B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ -inch outlets, or with a small foot valve, or with a small barrel	0
C./D. With only a 2½ -inch outlet or with less than a 6 -inch branch	43
E./F. Flush Type, Cistem, or Suction Point	0

Item 621 “Credit for Hydrants (CH)” = 2.82 points

Item 630 – Credit for Inspection and Flow Testing (7 points)

The third item reviewed is Item 630 “Credit for Inspection and Flow Testing (CIT)”. This item reviews the fire hydrant inspection frequency, and the completeness of the inspections. Inspection of hydrants should be in accordance with AWWA M-17, *Installation, Field Testing and Maintenance of Fire Hydrants*.

Frequency of Inspection (FI): Average interval between the 3 most recent inspections.

Frequency	Points
1 year	30
2 years	20
3 years	10
4 years	5
5 years or more	No Credit

Note: The points for inspection frequency are reduced by 10 points if the inspections are incomplete or do not include a flushing program. An additional reduction of 10 points are made if hydrants are not subjected to full system pressure during inspections. If the inspection of cisterns or suction points does not include actual drafting with a pumper, or back-flushing for dry hydrants, 20 points are deducted.

Total points for Inspections = 4.00 points

Frequency of Fire Flow Testing (FF): Average interval between the 3 most recent inspections.

Frequency	Points
5 years	40
6 years	30
7 years	20
8 years	10
9 years	5
10 years or more	No Credit

Total points for Fire Flow Testing = 3.00 points

Item 631 "Credit for Inspection and Fire Flow Testing (CIT)" = 7.00 points

Divergence = -1.59

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

Community Risk Reduction

	Earned Credit	Credit Available
1025. Credit for Fire Prevention and Code Enforcement (CPCE)	1.58	2.2
1033. Credit for Public Fire Safety Education (CFSE)	1.94	2.2
1044. Credit for Fire Investigation Programs (CIP)	1.10	1.1
Item 1050. Credit for Community Risk Reduction	4.62	5.50

Item 1025 – Credit for Fire Prevention Code Adoption and Enforcement (2.2 points)	Earned Credit	Credit Available
Fire Prevention Code Regulations (PCR) Evaluation of fire prevention code regulations in effect.	10.00	10
Fire Prevention Staffing (PS) Evaluation of staffing for fire prevention activities.	1.00	8
Fire Prevention Certification and Training (PCT) Evaluation of the certification and training of fire prevention code enforcement personnel.	3.64	6
Fire Prevention Programs (PCP) Evaluation of fire prevention programs.	14.01	16
Review of Fire Prevention Code and Enforcement (CPCE) subtotal:	28.65	40

Item 1033 – Credit for Public Fire Safety Education (2.2 points)	Earned Credit	Credit Available
Public Fire Safety Educators Qualifications and Training (FSQT) Evaluation of public fire safety education personnel training and qualification as specified by the authority having jurisdiction.	10.00	10
Public Fire Safety Education Programs (FSP) Evaluation of programs for public fire safety education.	25.25	30
Review of Public Safety Education Programs (CFSE) subtotal:	35.25	40

Item 1044 – Credit for Fire Investigation Programs (1.1 points)	Earned Credit	Credit Available
Fire Investigation Organization and Staffing (IOS) Evaluation of organization and staffing for fire investigations.	8.00	8
Fire Investigator Certification and Training (IQT) Evaluation of fire investigator certification and training.	6.00	6
Use of National Fire Incident Reporting System (IRS) Evaluation of the use of the National Fire Incident Reporting System (NFIRS) for the 3 years before the evaluation.	6.00	6
Review of Fire Investigation Programs (CIP) subtotal:	20.00	20

Summary of PPC Review

for

Las Vegas

FSRS Item	Earned Credit	Credit Available
Emergency Communications		
414. Credit for Emergency Reporting	1.95	3
422. Credit for Telecommunicators	2.40	4
432. Credit for Dispatch Circuits	0.90	3
440. Credit for Emergency Communications	5.25	10
Fire Department		
513. Credit for Engine Companies	5.62	6
523. Credit for Reserve Pumpers	0.49	0.5
532. Credit for Pumper Capacity	3.00	3
549. Credit for Ladder Service	2.83	4
553. Credit for Reserve Ladder and Service Trucks	0.21	0.5
561. Credit for Deployment Analysis	7.68	10
571. Credit for Company Personnel	2.91	15
581. Credit for Training	5.68	9
730. Credit for Operational Considerations	2.00	2
590. Credit for Fire Department	30.42	50
Water Supply		
616. Credit for Supply System	17.70	30
621. Credit for Hydrants	2.82	3
631. Credit for Inspection and Flow Testing	7.00	7
640. Credit for Water Supply	27.52	40
Divergence	-1.59	-
1050. Community Risk Reduction	4.62	5.50
Total Credit	66.22	105.5

Final Community Classification = 04/4X



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

Meeting Date: November 8, 2023

Date Submitted: 10/31/23

Department: Executive

Item: Presentation by Camilla Bustamante with New Mexico Workforce Integration Network speaking about an incarceration program.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor Louie Trujillo

Reviewed By:

Finance Director



City Manager

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

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

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



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

Meeting Date: November 8, 2023

Date Submitted: 10/16/23

Department: Human Resources

Item/Topic: Addendum #2 for Contract #3832-22 White Sands Drug & Alcohol Compliance to extend contract for one (1) year from January 12, 2024 through January 12, 2025.

Fiscal Impact: N/A

Attachments: Contract #3832-22 and Addendum #1 for White Sands Drug & Alcohol Compliance.


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:

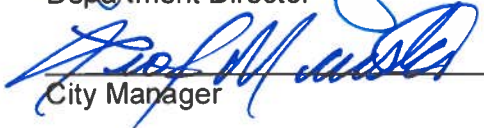
Reviewed By:



Department Director



Finance Director - *Interim*



City Manager

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

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

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

**ADDENDUM #2
AGREEMENT/CONTRACT #3832-22
WHITE SANDS DRUG & ALCOHOL COMPLIANCE**

This Agreement Extension entered into this ____ day of November, 2023 by and between the City of Las Vegas, a home-rule municipality (“City”) and White Sands Drug & Alcohol Compliance, a New Mexico corporation (“Contractor”).

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated January 12, 2022 (collectively the “Agreement”), in which Contractor agreed to provide certain professional services (collectively “Services”);

WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from January 12, 2024 through January 12, 2025; and

WHEREAS, City and Contractor agree to the following method of payment and that total amount of compensation for the Services, shall not exceed the annual amount in the Agreement, excluding gross receipts tax reimbursable.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the recitals are incorporated herein by reference, and the parties agree as follows:

1. The term of the Agreement is hereby extended to January 12, 2025; and
2. All of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS:

WHITE SANDS DRUG & ALCOHOL
COMPLIANCE:

Mayor Louie A. Trujillo

Signature

Leo Maestas, City Manager

Printed Name and Title

ATTEST:

Casandra Fresquez, City Clerk

Agreement / Contract
No. 3832-22
City of Las Vegas
Date

**ADDENDUM #1
AGREEMENT/CONTRACT #3832-22
WHITE SANDS DRUG & ALCOHOL COMPLIANCE**

This Agreement Extension entered into this 9th day of January, 2023 by and between the City of Las Vegas, a home-rule municipality ("City") and White Sands Drug & Alcohol Compliance, a New Mexico corporation ("Contractor").

RECITALS:

WHEREAS, the City and Contractor entered into that certain Professional Services Agreement dated January 12, 2022 (collectively the "Agreement"), in which Contractor agreed to provide certain professional services (collectively "Services");

WHEREAS, the City and Contractor now desire to extend the Agreement for an additional year from January 12, 2023 through January 12, 2024; and

WHEREAS, City and Contractor agree to the following method of payment and that total amount of compensation for the Services, shall not exceed the annual amount in the Agreement, excluding gross receipts tax reimbursable.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the recitals are incorporated herein by reference, and the parties agree as follows:

1. The term of the Agreement is hereby extended to January 12, 2024; and
2. All of the provisions of the Agreement remain in full force and effect.

CITY OF LAS VEGAS:



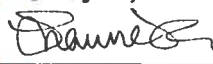
Leo Maestas, City Manager

ATTEST:



Casandra Fresquez, City Clerk

**WHITE SANDS DRUG & ALCOHOL
COMPLIANCE:**

DocuSigned by:


C9392B7194EB4F3
Signature
shawna Vann manager

Printed Name and Title

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND WHITE SANDS DRUG & ALCOHOL
COMPLIANCE**

This Professional Services Agreement (“Agreement” or “Contract”) is hereby made and entered into this 12 day of January, 2022 (“Effective Date”) by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), 1700 North Grand Avenue, Las Vegas, New Mexico 87701 and White Sands Drug & Alcohol Compliance (“Contractor”), 1110 Washington Avenue, Alamogordo, NM 88310. Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties”.

Recitals

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

Now, therefore, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, 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, Contractor and the City agree as follows:

1. SCOPE OF SERVICES:

- a. Contractor shall provide the Services as described in Exhibit A (“Services”), which shall be incorporated herein as though set forth in full. Contractor represents that it meets the requirements set forth in Department of Transportation, Federal Highway Administration (FHWA) and Pipeline & Hazardous Materials Safety Administration (PHMSA) and Non-Department of Transportation “Safety Sensitive”, Third Party Administration and Consortium Management of mobile, on-site, urine and other collection for drug and breath alcohol testing and is qualified by reason of competence, training, and experience to provide the Services.
- b. Contractor shall supervise and direct the Services, using its best skill and attention and the City shall not have authority to supervise or control the Services of Contractor or Contractor’s employees. Contractor shall be solely responsible for all means, methods, techniques, sequences, procedures and for coordinating all portions of the Services.
- c. Contractor is not entitled to worker’s compensation or any other benefits from the City.

- d. Contractor is free to establish and control its times of performance of the Services and the City shall not dictate times of performance.
- e. Contractor is not required to perform Services exclusively for the City during the term of this Agreement.
- f. The City and Contractor will retain separate business operations.

2. INDEPENDENT CONTRACTOR:

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, New Mexico revenue and taxation laws, New Mexico worker's compensation law, and New Mexico unemployment insurance law. Contractor will retain sole and absolute discretion and judgment in the manner and means of carrying out Contractor's activities and responsibilities hereunder. Contractor agrees that it is a separate and independent enterprise from the City, and that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the Services. This Contract shall not be construed as creating any joint employment relationship between Contractor and the City, and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

- 3. **EMPLOYEES:** Contractor's employees, if any, who perform services for the City under shall also be bound by the provisions of this Agreement. Contractor shall not subcontract any services to be performed under this contract unless City gives prior written approval.
 - 4. **LABOR AND MATERIALS:** Contractor shall provide and pay and shall insure under the requisite laws and regulations for all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services, whether temporary or permanent and whether or not incorporated or to be incorporated in the Services. Contractor shall provide and pay and insure for all tools necessary for the Services.
 - 5. **PERMITS AND FEES AND TAXES:** Contractor shall secure and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.
 - 6. **INDEMNIFICATION:** Contractor and its successors and assigns, shall appear, defend, indemnify and hold harmless the City, members of the City's governing body, its
- Professional Services Agreement with White Sands Drug & Alcohol Compliance

officers, agents, representatives, successors and assigns from and against all claims of any character or nature, demands, suits, actions, costs, including, but not limited to, wages or overtime compensation due employees in rendering Services under this Agreement, costs of defense, attorney's fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act or any other federal or state laws, arising out of the Services performed under the terms of this Agreement, or on account of any act or omission by Contractor or its agents, employees or representatives, or from any claims or amounts arising or recovered under Worker's Compensation laws or any other law, bylaw, or ordinance, order or decree or any failure on the part of Contractor, its agents, employees or representatives to fulfill Contractor's obligations under this Agreement. It is the intent of the parties to this Agreement that the City shall, in all instances, be indemnified against all liability losses, and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

7. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of New Mexico, and the venue for any litigation shall be the Fourth Judicial District Court in Las Vegas, New Mexico.
8. **INSURANCE:** Contractor shall purchase and maintain professional liability insurance and provide such proof to the City as a condition of this Agreement.
9. **CONTRACT FEE:** Contractor shall be as set forth in Exhibit B attached hereto and made a part hereof. Contractor shall present his/her bill for services provided as set forth in Exhibit A, including reimbursable expenses. The City shall promptly pay said bill to Contractor. The City's payment shall be made only in the name of Contractor appearing on this written Agreement.
10. **CONTRACT TERM:** The term of this Agreement will commence on the Effective Date and expire 364 days after the Effective Date, but may be extended from year to year by addendum for a maximum of four (4) consecutive years.
11. **TERMINATION:** Either party may terminate this Agreement by providing thirty (30) days written notice. In such event, the City will continue to assign cases to Contractor for thirty (30) days in accordance with existing standard case assignment procedures and the City will compensate Contractor with a final payment according to the current payment schedule. At the end of thirty (30) days following notice, the City will cease assigning cases to Contractor, no further compensation will be paid, and Contractor will continue to represent remaining clients as required in this Agreement until final disposition of the clients' case(s). Contractor may request reassignment of a case(s) to another Public Defender. In such situations, Contractor will rebate to the City compensation calculated by multiplying the number of such reassigned cases by the current per-case rate in effect under the terms of the current agreement.

12. **SUCCESSORS AND ASSIGNS:** The Parties each binds itself, its partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement. Contractor shall not assign the Agreement, whether in whole or in part. Nor shall Contractor assign any monies due or to become due to it hereunder without the previous written consent of the City.
13. **RIGHTS AND REMEDIES:** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Parties shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any action or failure to act constitute an approval of or acquiescence of any alleged changes hereunder, except as may be specifically agreed in writing.
14. **SEVERABILITY:** If any provisions of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
15. **NOTICES:** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when in person or deposited in the United States mail, postage pre-paid to the addresses listed below:

IF FOR THE CITY:

City of Las Vegas
Attn: Human Resource Department
1700 North Grand Avenue
Las Vegas, NM 87701
(505) 454-1401

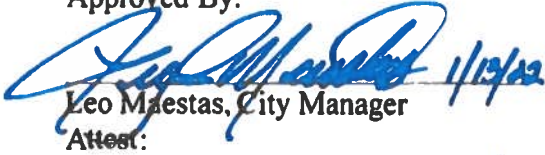
IF FOR THE CONTRACTOR:

White Sands Drug & Alcohol Compliance
1110 Washington Avenue
Alamogordo, NM 88310
(575) 434-8734 or (575) 434-8733

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

CITY OF LAS VEGAS

Approved By:

 1/13/22
Leo Maestas, City Manager
Attest:


Casandra Fresquez, City Clerk

Approved as to legal sufficiency:


Scott Aaron, City Attorney

CONTRACTOR:


Signature

EXHIBIT A

SCOPE OF SERVICES

1. Policy Development as requested.
2. Drug & Alcohol supervisor and/or employee training as required.
3. Mobile or fixed-site collections for urine drug screens (includes instant testing method as requested) and breath alcohol testing. Fixed sites may be used for post accidents with no charge. Any other test fees will be passed through to the City. Type of tests to be performed as required or requested:

Department of Transportation (DOT) Urine: Pre-employment, Random, Post-Accident, Return-to-Duty, Follow-Up

Department of Transportation (DOT) Breath: Random, Post-Accident, Return-to-Duty, Follow-Up

Safe Urine (Non-DOT Testing): Pre-employment, Random, Post-accident, Return-to-Duty, Follow-Up

Safe Breath (Non-DOT Testing): Random, Post-Accident, Return-to-Duty, Follow-Up

Instant testing (Non-DOT Urine Testing) as requested: Pre-Employment, Post-Accident and Reasonable Suspicion

4. Maintaining current random selection data basing.
5. Conducting random selections and client notifications of dates for testing.
6. Quarterly and annual reporting.
7. Regulatory audit assistance at the request of the City.

EXHIBIT B

CONTRACT FEE SCHEDULE

ITEM	DESCRIPTION	COST PLUS TAX
DOT and NON-DOT BREATH	White Sands Drug & Alcohol Compliance will provide collection forms, kits, specimen collection, and shipping for lab OR rapid tests. Includes necessary MRO and Laboratory Fees.	\$ 75.00
DOT and NON-DOT BREATH	White Sands Drug & alcohol Compliance will provide test forms, expendables, specimen collection. Includes gross receipts tax and confirmation testing.	\$ 45.00
MILEAGE	Never charged for scheduled testing such as random and pre-employment.	\$ 0.54 per mile
FUEL SURCHARGE	There will be a 9% fuel surcharge on all services.	←
POLICY	FMCSA and Non-DOT drug and alcohol compliance policy. Updated as regulations require or customer requests.	\$350.00 Annually
THIRD PARTY ADMINISTRATION Or CONSORTIUM MANAGEMENT	Third party administration of your DOT and NON-DOT program includes: 1) maintaining your employees in our computer system 2) random selections and notifications 3) receiving and maintaining all test results and result notifications back to you 4) data basing the results 5) quarterly and annual reporting requirements 6) Liaison between the MRO and Lab 7) Telephone and mailing	\$400.00 Annually Annual fee of \$2,000.00/contract year

	expenses	
SUPERVISOR and/or EMPLOYEE TRAINING	DOT required reasonable suspicion training for supervisors and/or employees. Drug & Alcohol Policy Training	\$35.00 per employee/per class
AFTER HOURS/CALLOUT	After hours and weekend testing will incur 1) A Callout fee of \$75.00 will be added to ANY drug and/or alcohol test that requires a collector to return to the office or go on-site to conduct said test after normal business hours. 2) Any drug and/or alcohol test conducted after 11pm on any day will incur an ADDITIONAL fee of \$100 for afterhours testing.	1) \$75.00 per 2) \$100.00 per
AUDIT ASSISTANCE	On-site assistance with compliance audit of Drug and Alcohol Testing	\$150.00 per day plus mileage
STEROID TEST	Lab based steroid test to include collection, kit, Medical Review Officer (MRO), result of all anabolic steroids.	\$250.00
FA/CPR TRAINING DDC TRAINING	National Safety Council FA/CPR Training National Safety Council Defensive Driving	\$50.00 per student
OTHER FEES	If an employee is required to do an observed collection, there will be a fee. (Male employee/Male observer, Female employee/Female observer)	\$50.00

These fees shall be payable net fifteen (15) days from date of invoice, with a late fee of \$50.00 added for every thirty (30) days the invoice remains unpaid after the initial thirty (30) days. Upon termination of this Agreement, payment under this paragraph shall cease; however, White Sands Drug & Alcohol Compliance shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which White Sands Drug & Alcohol Compliance has not yet been paid.



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

Meeting Date: November 8, 2023

Date Submitted: 10/26/23

Department: Utilities

Item/Topic: Addendum #2 to Contract #3835-22 with Stantec Consulting Services Inc. for professional engineering services as needed for utility, street and drainage improvements on Hot Springs Boulevard. RFP 2022-15 was awarded on 01/25/22 and Agreement #3835-22 was signed on 01/25/22. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of line item numbers by division as needed.

Attachments: Addendum #2, Addendum #1, Contract 3835-22.

Committee Recommendation: This item will be discussed at the November 7, 2023 Utility Advisory Committee Meeting. Their recommendation will be provided at the council meeting.

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 _____

ADDENDUM #2
AGREEMENT/CONTRACT #3835-22
RFP# 2022-15
AWARDED ON: 1/25/22
STANTEC CONSULTING SERVICES INC.

This Addendum entered into this **11TH Day of January, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **STANTEC CONSULTING SERVICES INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 1/25/2022 the City and STANTEC CONSULTING SERVICES INC entered into an Agreement/Contract pursuant to a call for RFP in which STANTEC CONSULTING SERVICES INC agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR STREETS & DRAINAGE

WHEREAS, the City and STANTEC CONSULTING SERVICES INC now desire to extend the original Agreement/Contract for an additional year from **1/25/2024 thru:1/24/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3835-22.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR STREETS & DRAINAGE**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

NOW THEREFORE, the parties agree as follows:

1. This Agreement and the prior agreement dated 1/25/2022 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties hereof and reduced in writing. No changes or amendments to this agreement shall be effective except those on written approval by both parties.
2. That all of the provisions of the 1/25/2022 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

**STANTEC CONSULTING
SERVICES INC**

REVIEWED AND APPROVED:

Leo Maestas
City Manager

Date

Title

Date

ATTEST:

Casandra Fresquez
City Clerk

Date

Agreement / Contract
No. 3835-22
City of Las Vegas
Date

ADDENDUM #1

AGREEMENT/CONTRACT #3835-22

RFP# 2022-15

AWARDED ON: 1/25/22

STANTEC

This Addendum entered into this **11TH Day of January, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **STANTEC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 1/25/2022 the City and STANTEC entered into an Agreement/Contract pursuant to a call for RFP in which STANTEC agreed to provide:

PROFESSIONAL ENGINEERING SERVICES FOR STREETS & DRAINAGE

WHEREAS, the City and STANTEC now desire to extend the original Agreement/Contract for an additional year from **1/25/2023 thru: 1/25/2024**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3835-22.


WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **PROFESSIONAL ENGINEERING SERVICES FOR STREETS & DRAINAGE**, as described into the appropriate EXHIBIT, shall not exceed the amount in the original contract EXHIBIT, excluding gross receipts tax reimbursable.

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2. That all of the provisions of the 1/25/2022 Agreement not inconsistent herewith remain in full force and effect.


CITY OF LAS VEGAS

REVIEWED AND APPROVED:



Leo Maestas Date
City Manager

STANTEC

DocuSigned by:


8031D73050A043F

Principal January 12, 2023 | 3:25 P

Title Date

ATTEST:



Casandra Fresquez Date
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND STANTEC CONSULTING SERVICES INC.**

This Professional Services Agreement (“Agreement”) is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (“City”), of 1700 North Grand Ave. Las Vegas, New Mexico, 87701, and Stantec Consulting Services Inc. (“Contractor”), a New York corporation, of 6100 Seagull St. NE #102b, Albuquerque, New Mexico 87109, on this 25 day of January, 2022 (“Effective Date”). Throughout this Agreement, either of the aforementioned parties may be referred to as “Party” or both of the aforementioned parties may be referred to collectively as “Parties.”

Recitals

Whereas, the City desires to hire Contractor to perform those certain services as described in the Scope of Services portion of this Agreement; and

Whereas, the Contractor desires to perform the Scope of Services as detailed in this Agreement pursuant to the terms of this Agreement.

Now, therefore, in consideration of the foregoing recitals and any attachments or exhibits to this Agreement, 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, Contractor and the City agree as follows:

1. SCOPE OF WORK

The Offeror shall perform Professional Engineering Services for utility, street and drainage improvements on Hot Springs Boulevard. The services which include, but are not limited to, the preliminary design reports, perform field surveys; plot topography and cross sections; develop right-of-way plans; prepare structure drawings, prepare bid documents, and provide bid and construction support services. The agreement term will be for one year with the option for renewal up to four (4) years. The contract, including renewals and amendments thereof, may not exceed a total duration of four (4) years. The contract will begin upon final approval by the City Manager.

The duties of the offeror shall include the following services:

- a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of this project as requested by the City Utilities Director, Project Manager or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND STANTEC CONSULTING SERVICES INC.**

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The duties of the offeror shall include the following services:

- a. Provide day to day consultation as requested by the City Utility Director or designee. Attendance at necessary staff and/or Council meetings may be required.
- b. Facilitate meetings with City staff as needed to develop the planning of this project as requested by the City Utilities Director, Project Manager or designee.
- c. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.

- d. Attend coordination meetings with City staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- e. Prepare and submit construction documents, permit applications, cost estimates, specifications and schedules for review and approval. In providing estimates or opinions of probable cost, it is recognized that neither the City nor Contractor has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable costs is based on Contractor's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work will not vary from the City's budget or from any opinion of probable cost prepared by Contractor.
- f. Provide technical assistance completing environmental reviews.
- g. Provide assistance completing applications and obtain funding as needed.
- h. Provide construction observation as requested by the City Utility Director or designee.
- i. Provide technical assistance on work being performed as required and directed.
- j. Provide construction phase engineering services to include analyzing field testing reports and provide recommendations for appropriate rehabilitation procedures. The performance of the construction contract is not Contractor's responsibility nor are Contractor's field services rendered for the construction contractor's benefit. The Contractor is not responsible for any contractor's means, methods, techniques, sequences, procedures and use of equipment, whether reviewed by Contractor or not, and is not responsible for the contractor's failure to carry out the work in accordance with the contract documents or for the acts or omissions of any contractor, subcontractor, any of their agents or employees. Contractor is not responsible for providing legal advice to City in connection with the tendering, drafting or interpretation of construction contracts or any other matter whatsoever.
- k. Provide Review of, assessment and approval of submittals and invoices.
- l. Provide additional services as may be specifically requested by the City of Las Vegas.

2. COMPENSATION: Regular Services. Regular services to be provided under the terms of this Agreement by the Contractor shall include all those necessary to perform tasks assigned and described within the "Scope of Services" in Paragraph 1 above.

A. Compensation. Please refer to **Attachment "A"** entitled Rate Schedule

B. Time Records. Contractor shall provide to the City regular invoices detailing: (i) the amount of time spent, (ii) the service(s) provided by Contractor, and (iii) which Contractor employee provided the service(s).

C. Payment. Payment to Contractor shall be made by the City on a monthly basis upon receipt of Contractor's invoices.

D. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all payment liabilities, claims and/or obligations whatsoever arising from, or under this Agreement.

3. TERM OF AGREEMENT: The term of this Agreement shall commence on the Effective Date, and may be terminated by either Party upon a 15 day written notice to the other Party, and if not terminated by written notice, then this Agreement shall terminate at the close of the business day on the 1 year anniversary of the Effective Date. The initial term may be extended from year to year through addendum for a maximum of 4 years unless the Agreement is terminated at any time with a 15 day written notice to the other Party. Any changes in fees under this Agreement must be in writing and signed by both Parties. Termination upon 15 day notice shall not nullify obligations or liabilities for performance or failure to perform by either Party incurred prior to the date of termination.

4. BENEFITS, TAXES: The Contractor does not qualify for any City benefits, including without limitation, vacation, over time, sick leave or retirement. 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 Contractor under this Agreement and the City shall have no liability for payment of such tax. Contractor also acknowledges that it, and it 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.

5. TERMINATION OF CONTRACT: Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the Contractor at its discretion, with 15 days written notice. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Contractor to terminate this Agreement, except that the Contractor shall give 15 days written notice of such termination.

6. DUTIES OF CONTRACTOR: The Contractor shall perform duties consistent with those associated, assigned and described within the "Scope of Services" in Paragraph 1 above.

7. PROFESSIONAL STANDARDS: Contractor agrees to perform the services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the services at the time when and the location in which the services were performed. This standard of care is the sole and exclusive standard of care that will be applied to measure Contractor's performance.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor who shall perform its duties in accordance with all applicable laws.

9. CONFLICT OF INTEREST: The Contractor shall abide by and perform its duties in accordance with all applicable federal, state and municipal laws, regulations and ordinances regarding any actual or perceived conflicts of interest.

10. OATH OF CONFIDENTIALITY: The Contractor agrees to maintain all confidences and/or privileged information in a manner consistent with all applicable laws.

11. WORKING FACILITIES: The Contractor may use City offices upon prior written consent of the City.

12. NO AUTHORITY TO BIND CITY: The Contractor shall not have any authority to enter into any contract or arrangement binding upon the City, or to create any obligations on the part of the City, except by prior written consent of the City.

13. WAIVER OF BREACH: The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of the Agreement.

14. NOTICE: Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, sent by mail to the last known address of the Contractor and the City.

15. SUBJECT TO OTHER DOCUMENTS: This Agreement is subject to the terms and conditions of the Statutes of New Mexico, the City's Charter, Resolutions, Ordinances and Administrative Regulations. All these Statutes, Charter, Resolutions, Ordinances and Administrative Regulations are incorporated by reference into this Agreement.

16. SUBCONTRACTING AND ASSIGNMENT: The Contractor shall not subcontract any portion of the services performed under this Agreement without the express prior written consent of the City. Contractor may not assign any interest in this Agreement, or any portion thereof, without prior written consent of the City.

17. PROFESSIONAL LIABILITY INSURANCE: The Contractor must at all times maintain Professional Liability Insurance. 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 Agreement 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. 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. If 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. Contractor 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 Manager. 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.

18. BINDING EFFECT: This Agreement shall be binding and shall ensure to the benefit of the successors and assigns of the City and the successor and assigns of the Contractor.

19. INDEMNIFICATION: Contractor agrees to indemnify and hold harmless (but not defend) the City, its elected officials, agents and employees from all damages which may arise from his negligent performance under this Agreement. Contractor further agrees to hold the City harmless from all damages for any injury, damages or death sustained by Contractor and his employees, while engaged in the negligent performance of this Agreement.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection
Professional Services Agreement with Stantec Consulting Services Inc. 4 of 8

with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 41-4-1, et. seq, as amended. 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, 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 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.

22. 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.

23. WORKERS COMPENSATION INSURANCE: 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.

24. MISCELLANEOUS: This Agreement constitutes the entire agreement between the City and Contractor with respect to the subject matter herein, and all prior negotiations, writings, agreement and understandings are merged in and are superseded by this Agreement. No statement, promise or inducement made by the City or Contractor, either written or oral, which is not contained in this Agreement is binding between the City and Contractor. This Agreement shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City, and the proper venue and jurisdiction for any litigation between the Parties shall be the Fourth Judicial District Court in Las Vegas, New Mexico. Each individual who signs this Agreement warrants and represents, under penalty of perjury, that he/she has full and complete authority to execute this Agreement on behalf of their respective entity. In 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 Contractor and its members or agents understand that they may appeal the decision of the City Manager to the City's Governing Body.

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

CITY OF LAS VEGAS

Approved By:


Leo J. Maestas, City Manager

CONTRACTOR:

Stantec Consulting Services Inc.


Signature

Attest:


Cassandra Fresquez, City Clerk

Printed Name: Dave Maxwell

Position: Principal

Approved as to legal sufficiency:

 1/25/22
Scott Aaron, City Attorney

**“ATTACHMENT “A”
STANTEC CONSULTING SERVICES INC.
Cost Proposal**

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-15

**PROFESSIONAL ENGINEERING SERVICES FOR
STREET & DRAINAGE IMPROVEMENTS
TO HOT SPRINGS BOULEVARD**

**“ATTACHMENT “A”
STANTEC CONSULTING SERVICES INC.
Cost Proposal**

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2022-15

**PROFESSIONAL ENGINEERING SERVICES FOR
STREET & DRAINAGE IMPROVEMENTS
TO HOT SPRINGS BOULEVARD**

2022 Stantec Standard Billing Rate Table - 1		
Title	Level	Hourly Rate
Senior Level Management	Level 21	\$281
Senior Level Management	Level 20	\$270
Senior Level Management	Level 19	\$259
Senior Engineer	Level 18	\$251
Senior Project Manager	Level 18	\$251
Senior Project Manager	Level 17	\$248
Senior Transportation Engineer	Level 16	\$237
Principal	Level 15	\$207
Senior Engineer	Level 15	\$207
Senior Project Manager	Level 14	\$187
Senior Engineer	Level 14	\$187
Senior Transportation Engineer	Level 14	\$187
Senior Hydraulic Engineer	Level 14	\$187
Client Services Manager	Level 14	\$187
Senior Project Engineer	Level 13	\$181
Senior Project Manager	Level 13	\$181
Project Manager	Level 12	\$172
Senior Engineer	Level 12	\$172
Project Engineer	Level 12	\$172
Senior Civil Designer	Level 12	\$172
Grant Specialist	Level 11	\$166
Senior Civil Designer	Level 11	\$166
Project Engineer	Level 11	\$166
Public Relations Specialist	Level 11	\$166
Project Manager	Level 10	\$153
Project Engineer	Level 10	\$153
Civil Designer	Level 10	\$153
Senior Civil Designer	Level 09	\$147
Civil Engineer	Level 09	\$147
Engineering Technician	Level 09	\$147
Construction Observer	Level 09	\$147
Civil Engineer	Level 08	\$136
Civil Designer	Level 08	\$136
Engineering Technician	Level 08	\$136
CAD Technician	Level 08	\$136
Construction Observer	Level 08	\$136
Civil Designer	Level 07	\$132
Office Administrator	Level 07	\$132
Project Management Assistant	Level 07	\$132
Construction Observer	Level 07	\$132
Civil Designer	Level 06	\$124
CAD Technician	Level 06	\$124
Construction Observer	Level 06	\$124
Project Management Assistant	Level 06	\$124
Construction Observer	Level 05	\$120
CAD Technician	Level 05	\$120
Office Administrator	Level 05	\$120
CAD Technician	Level 04	\$111
Administrative Assistant	Level 04	\$111
Administrative Assistant	Level 03	\$99

Field Survey Party Services:

2-Man Field Party	\$170.00 per hour
3-Man Field Party	\$205.00 per hour
4-Man Field Party	\$250.00 per hour



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

Meeting Date: November 8, 2023

Date Submitted: 11/2/23

Department: Executive

Item/Topic: Request approval for out-of-state travel for City Manager Leo Maestas and Councilor David Romero to attend the NALEO Policy Institute on Health: Creating Pathways Toward Latino Well-Being taking place on November 15 -17, 2023. The Institute sessions will be in Newport Beach, California. A scholarship has been awarded by NALEO Educational Fund which covers the cost of the Institute, flight and hotel accommodations.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:

Reviewed By:

Finance Director



City Manager

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

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

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



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

Meeting Date: November 3, 2023

Date Submitted: November 2, 2023

Department: Police

Item/Topic: Recruitment Bonus

The City has experienced and is experiencing a shortage of Communications Specialists in its Police Department. We recognize the value of maintaining a highly trained and experienced workforce familiar with the Las Vegas community and police department policies and procedures. The Police Department would like to provide our four (4) Communication Specialists a retention bonus of \$4,500 each.

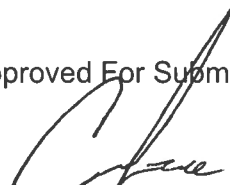
Fiscal Impact: Fund 101.4800

Attachments: None

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 _____



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

Meeting Date: November 3, 2023

Date Submitted: November 2, 2023

Department: Police

Item/Topic: Recruitment Bonus

The City has experienced and is experiencing a shortage of Police Officers in its Police Department; and the City recognizes the value of maintaining a highly trained and experienced workforce familiar with the Las Vegas community and police department policies and procedures; and the Police Department has received an award of funding from the State of New Mexico Law Enforcement Fund created by Governor Michelle Lujan Grisham. The purpose of the funding is to cover the cost of hiring new officers and retain current officers. The Police Department would like to utilize year two funding for hiring bonuses, Entry-Level bonus of \$6,000 Non-Certified and \$12,000 Certified.

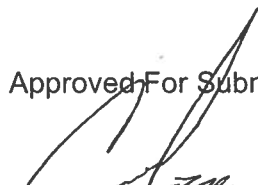
Fiscal Impact: Fund 217, Retention/Recruitment Funds

Attachments: Flyer sample

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 _____

SIGNING BONUSES

Entry- Level & Lateral (Certified) Police Officers

\$12,000 Certified
\$6,000 Uncertified

- Longevity Incentives
- Professional development incentives
- Medical benefits to include vision and dental
- Vacation and Sick leave
- Specialized Unit Incentives
- Educational Incentives



Contact a recruiter today:

Lt. David Lautalo

Phone: (505) 425-7504 Ext. 3122

Email: dlautalo@lasvegasnm.gov

Application available online www.lasvegasnm.gov/departments/human_resource_department/job_listing
PROCESS BEGINS UPON COMPLETION OF CITY OF LAS VEGAS APPLICATION