

City of Las Vegas

1700 N. Grand Avenue Las Vegas, NM 87701

505-454-1401 lasvegasnm.gov



MAYOR DAVID ROMERO

CITY OF LAS VEGAS REGULAR CITY COUNCIL MEETING July 16, 2025-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. MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS**
 - Appointment of Bonny Lopez and Sonia Diaz de Leon to the Library Board
 - Appointment of Theresa Diaz, Janice Horton and Tina Clayton to Lodgers Tax Board
- VIII. COUNCILORS' REPORTS**
- IX. POLICE CHIEF'S REPORT**
- X. FINANCE REPORT**
- XI. PRESENTATIONS /POSSIBLE DIRECTION(not to exceed 10-15 minutes)**

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

- Presentation by Travis Martinez, Water Director giving a status update regarding the Lead and Copper Act.

XII. APPROVAL OF MINUTES (June 25 , 2025)

XIII. CONSENT AGENDA (The consent agenda is approved by a single motion. Any member of the Governing Body may request an item to be moved to Business Items at the request of any Councilor with approval of the Governing Body).

1. Request approval of a continued Memorandum of Understanding (MOU) between the City of Las Vegas and the Village of Pecos for FY26

June Tafoya, Community Services Director The primary purpose of the MOU is for the City of Las Vegas to operate and provide Senior Center services out of the Pecos Senior Center building. The Village of Pecos will pay \$30,000 to the City to provide senior services.

2. Request approval of a North Central New Mexico Economic Development District (NCNMEDD) Non-Metro AAA Title III Federal and State Program Sub-Award for \$929,111.79.

June Tafoya, Community Services Director The sub-award from Non-Metro AAA is to provide service (s) to eligible consumers in service areas as identified in the Service Delivery Plan.

3. Request approval of a North Central New Mexico Economic Development District (NCNMEDD) Non-Metro AAA Senior Employment Program Host Agency Sub-Award for \$25,564.

June Tafoya, Community Services Director The sub-award from Non-Metro AAA is to host the Senior Employment Program (SEP). The host agency will offer part-time community service assignments to two (2) participants.

4. Request approval of a North Central New Mexico Economic Development District (NCNMEDD) Non-Metro AAA Nutrition Service Incentive Program (NSIP) Sub-Award for \$43,822.

June Tafoya, Community Services Director The sub-award from Non-Metro AAA is to Provide incentives for the effective delivery of nutritious meals to older individuals.

5. Request approval of Addendum #2 to Contract #3991-23 with Bohannon Huston for water treatment plant facility planning, design and construction.

Travis Martinez, Water Director RFP #2023-24 was awarded on 8/03/23 and agreement #3991-23 was signed on 8/03/23. The extended term of this agreement will be for 1 year.

6. Request approval of Addendum #2 to Contract #4003-23 with HDR Engineering Inc. for water treatment planning, design and construction phase engineering services.

Travis Martinez, Water Director RFP #2023-24 was awarded on 8/24/23 and agreement #4003-23 was signed on 8/24/23. The extended term of this agreement will be for 1 year.

7. Request approval of Addendum #2 to Contract #4004-23 with Molzen Corbin & Associates for water treatment planning, design and construction phase engineering services.

Travis Martinez, Water Director RFP #2023-24 was awarded on 8/24/23 and agreement #4004-23 was signed on 8/24/23. The extended term of this agreement will be for 1 year.

XIV. BUSINESS ITEMS

1. Request approval of Memorandum of Understanding (MOU) between the City of Las Vegas and San Miguel-Mora County Fair Association.

Lucas Marquez, Community Development Director This MOU commemorates the Parties' mutual intent to work together to provide continued access to City owned property within the County Fairgrounds.

2. Request approval to award RFP #2025-28 to Stag Liuzza for professional legal service for special polyfluoroalkyl substances (PFAS) litigation Council and enter into contract.

Travis Martinez, Water Director RFP #2025-28 was advertised in the Las Vegas Optic, Albuquerque Journal and City Website. There were two (2) proposers; Stag Liuzza and Spencer Fane.

3. Request approval of Resolution No. 25-26, to apply for and accept a grant offer in the amount of \$1,116,526.00 by the Federal Administration (FAA) and the New Mexico Department of Transportation Aviation Division.

Arnold Lopez, Public Works Director FAA's share is \$1,060,700.00 (95%), NMDOT Aviation Division's share being \$44,661.00 (4%) and City's share being \$11,165.00 (1%) for the installation of a High Game Fence at the City of Las Vegas Municipal Airport.

4. Request approval to award RFB 2025-31, High Game Fencing at the City of Las Vegas Municipal Airport in the amount of \$1,113,950.41 to include NMGRT, to Apache Construction Co. Inc. Valley Fence dba Valley Fence Co.

Arnold Lopez, Public Works Director RFB 2025-31 was advertised in the Albuquerque Journal, Optic and City's website. There were four (4) bidders; Apache Construction Co. dba Valley Fence Co., Perimeter Ironworks Fence & Block, LLC, L&L Construction, Inc. and Pluma, LLC.

5. Update on the After Action review/investigation of the February water incident.

Stevie Nichols with Ortiz & Zamora, Attorneys at Law, LLC

XV. 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



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



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

Monthly Report

June 2025

OPERATIONAL UPDATE(S):

I. Field Operations Division (Patrol) - June 1 thru June 30 2025.

- a. 201 Traffic Citations
- b. 0 Non-Traffic Citations
- c. 118 Parking Citations
- d. 06 Arrests Made
- e. 0 Animal Control
- a. Unknown at this time Burglary Calls Burglary Calls
- f. 823 Calls for Service

Please note: The CAD system experienced intermittent outages towards the end of the month.

II. Communication Division (Dispatch) - June 1 thru June 30 2025.

- a. 997 Total Calls for Service
- b. 869 Incoming Calls for Police Department
- c. 131 Incoming Calls for Fire Department
- d. 122 Incoming Calls for AMR Medic
- e. 48 Incoming Calls for Animal Control
- f. 12 Incoming Calls for City Service
- g. 1052 Incoming Calls for 9-1-1

Please note: The CAD system for dispatch experienced intermittent outages towards the end of the month. As a result, some statistics will be inaccurate until all calls are manually entered into our system.

III. Animal Care Center Statistics - June 1 thru June 30 2025.

	<u>June 2025</u>	<u>Dogs</u>	<u>Cats</u>	<u>Total</u>
<u>Beginning Shelter Count</u>		95	19	114
Intake from Public (Live Dogs & Cats ONLY)		24	13	37
Adoptions		11	04	15
Outgoing Transfers to Org. Within Community/Coalition		05	-	05
Outgoing Transfers to Org. Outside Community/Coalition		12	-	12
Return to Owner/Guardian		03	-	03
<u>Dogs & Cats Euthanized</u>				
Treatable/Manageable		-	01	01
Died or Lost in Shelter		-	03	03
<u>Ending Shelter Count</u>		88	24	112



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



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

June Notes:

- The total count also includes the 23 animals they have in foster homes.
- On June 2nd and 3rd, the ACC hosted its third annual Fearful/Feral Dog Workshop, attracting trainers from across the country. This event garners significant support through adoptions, donations, and partnerships with transfer organizations.

Information Division (Records) - June 1 thru June 30 2025.

- a. 41 Offense Incident Reports Closed
- b. 18 Traffic Accident Reports Closed
- c. 201 Citations Entered
- d. 95 Customers Attended
- e. 165 Documents Scanned
- f. 19 City of Las Vegas IPRA's Completed

Information Division (Records) continuing to work on:

- Indexing 2013-2017 Reports for Destruction Order
- RMS/CAD experienced an outage at the end of June, preventing the Police Department from entering the majority of statistics collected during that month. We anticipate being able to include this data for the month of July.

IV. Street Crimes Investigations/Narcotics/Evidence- June 1 thru June 30 2025.

Street Crimes Unit Cases:

- a. 07 Assigned Cases (Investigated for Follow-Up)
- b. 14 Self Initiated
- c. 03 Arrests Made
- d. 06 Search Warrants
- e. 03 Closed Cases

Meetings Attended by Street Crimes Unit:

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

V. Evidence Seized: Agents/Investigators/Officers - June 1 thru June 30 2025.

Entered into Evidence/Evidence worked on:

- a. 35 Evidence Cases In
- b. 58 Evidence Items Turned In
- c. 02 Property Released
- d. 03 Firearms Seized (Patrol)
- e. 2 Grams Methamphetamine (Patrol)
- f. 01 Fentanyl Pill
- g. 34 IPREA Request CD-R/DVD-R



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

VI. Travel/Training - June 1 thru June 30 2025.

Information Only Travel:

→ Twelve (12) Information Only Travel for the Month of June 2025.

Travel

→ Two (2) Police Cadets (J. Encinias and L. Lucero) successfully completed the Mandatory Entry Fitness Assessment at the New Mexico Law Enforcement Academy (NMLEA) in Santa Fe, NM, on June 23, 2025. They are scheduled to attend the upcoming Basic Police Academy from July to November 2025.

Grant Operations

The following Traffic Safety Operations for June 2025.

Three (3) Selective Traffic Enforcement Patrol (S.T.E.P.) Operations were conducted on the following dates:

June 06, 2025

June 24, 2025

June 28, 2025

The following citations were issued:

# DWI Arrests	01	# Uninsured Motorists	03		
# Other Citations	17	# Speeding/Revoked	01	Total Citations	41
# Speeding	17	# Cell Phone Citations	02		

VII. Recruiting- June 1 thru June 30 2025.

Recruitment:

Lieutenant Lautalo has put together an Active Recruitment list for June 2025.

- **Police Officers-** Eight (8) applicants are interested in the vacant position. Seven (7) Uncertified and One (1) Certified Police Officer.
- **Communications Specialist-** Three (3) applicants are interested in the vacant positions of Communications Specialist (Dispatcher FT).
- **Animal Control Officer-** Two (2) applicants are interested in the vacant position for Animal Control.

Notes:

- One (1) entry-level Police Officer was hired on June 16, 2025.
- Entry-level officer recruitment testing will be held twice a month, contingent on applicant and recruitment scheduling.
- Other active recruits have applied for various positions. These individuals must complete their Personal History Statement (PHS) before proceeding to the background phase.
- Two (2) entry-level Police Officer applicants are scheduled for physical assessment and written testing in July.



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



CITY OF LAS VEGAS POLICE DEPARTMENT
Chief Caleb Marquez

VIII. Community Events Attended June 2025

- Fathers Day Concert, June 15, 2025
- Friday Night Al Fresco events took place every Friday in June 2025.

IX. Vacancies as of June 2025:

- a. 1 Police Commander
- b. 2 Police Lieutenant (Field Ops)
- c. 1 Police Sergeant (Field Ops)
- d. 2 Investigator
- e. 1 Narcotic Agent Sergeant
- f. 1 Narcotics Agent
- g. 7 Police Officers
- h. 1 Communication Specialist (Dispatcher) FT
- i. 2 Communication Specialist (Dispatcher)PT
- j. 1 Communication Manager
- k. 1 Information Specialist (Records)
- l. 2 Animal Control Officer

Total: 22 Vacancies

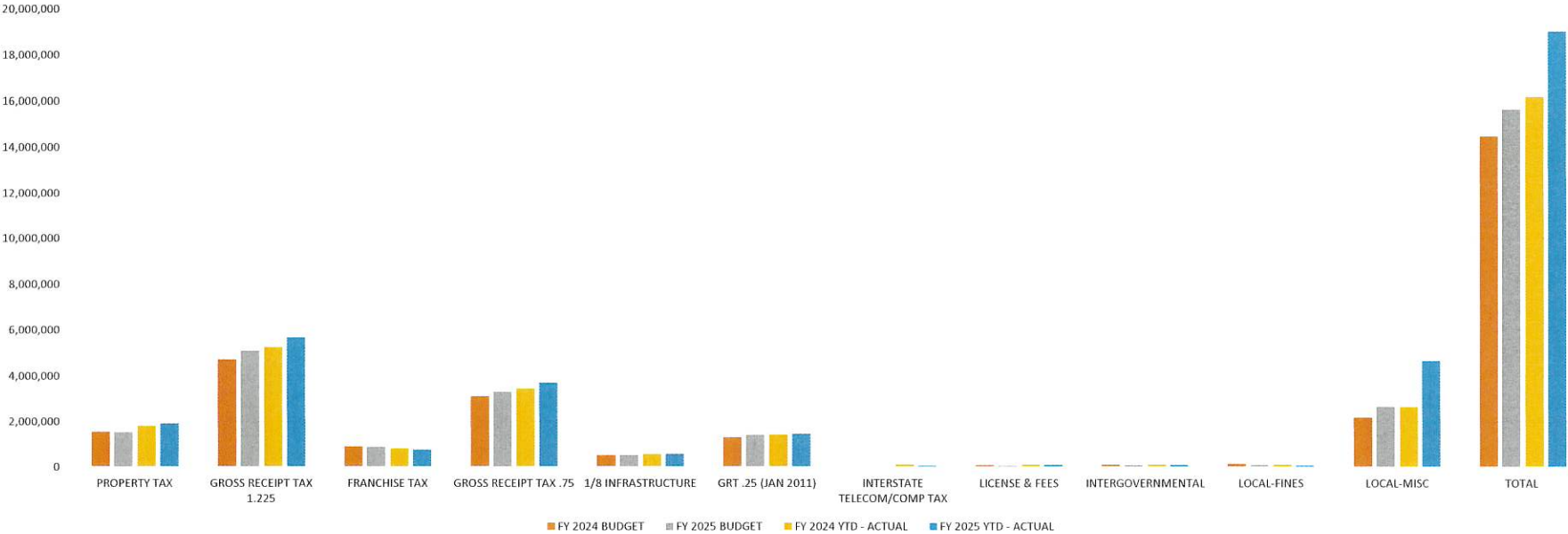
GENERAL FUND REVENUE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	<u>Total Budget to Actual Comparison</u>					
	A	B	C	D	E	G (E/B)
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025
PROPERTY TAX	1,530,000	1,530,000	1,530,000	1,785,150	1,909,329	125%
GROSS RECEIPT TAX 1.225	4,720,000	5,100,000	5,100,000	5,230,694	5,664,866	111%
FRANCHISE TAX	900,000	900,000	900,000	801,581	758,920	84%
GROSS RECEIPT TAX .75	3,100,000	3,300,000	3,300,000	3,429,963	3,714,666	113%
1/8 INFRASTRUCTURE	500,000	530,000	530,000	539,771	581,844	110%
GRT .25 (JAN 2011)	1,300,000	1,400,000	1,400,000	1,403,933	1,461,057	104%
INTERSTATE TELECOM/COMP TAX	0	0	0	103,248	46,736	
LICENSE & FEES	64,000	67,000	67,000	91,190	83,989	125%
INTERGOVERNMENTAL	85,000	85,000	85,000	83,703	86,309	102%
LOCAL-FINES	121,000	105,500	105,500	87,446	66,556	63%
LOCAL-MISC	2,165,663	2,655,700	2,655,700	2,639,926	4,670,926	176%
TOTAL	14,485,663	15,673,200	15,673,200	16,196,605	19,045,197	122%

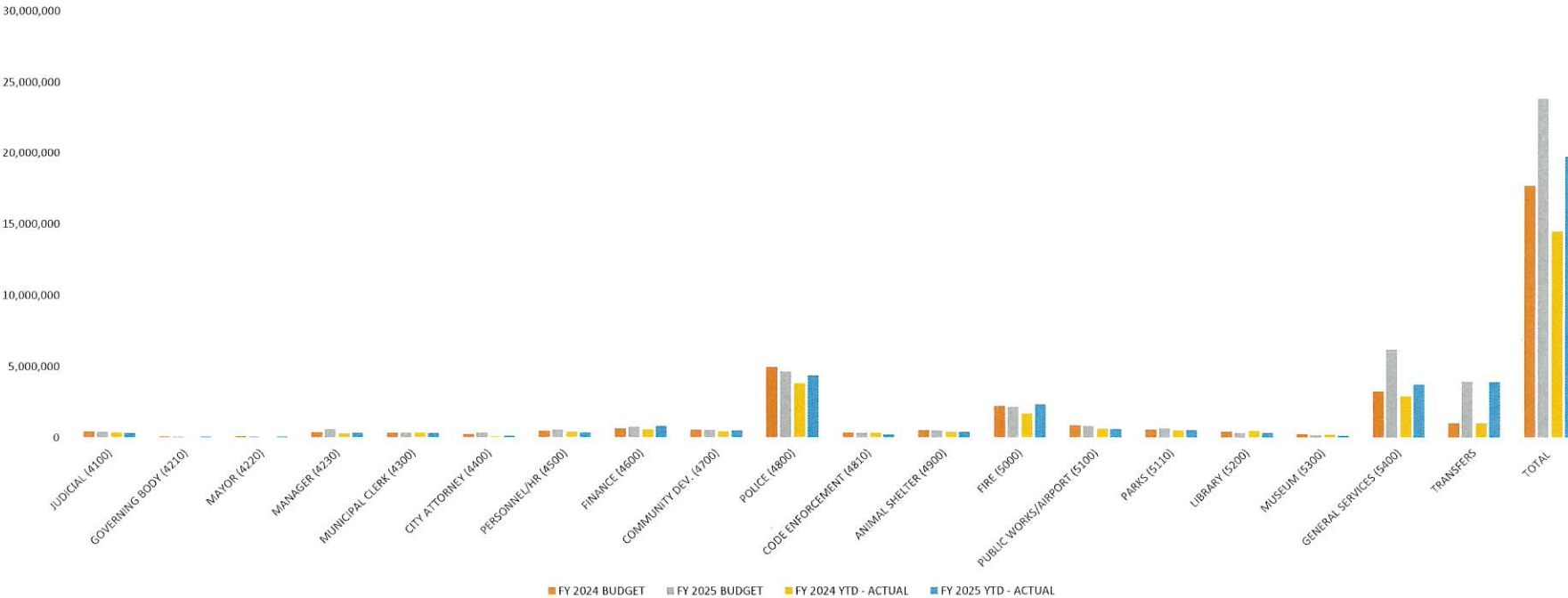
(License& Fees-Business Licenses, Liquor Licenses and Building Permits,Development Fees)
(Local Fines- Court Fines, Library Fines, Traffic Safety Fines)

	<u>FISCAL YEAR 2025</u>						
	<u>Total Budget to Actual Comparison</u>						
	A	B	C	D	E	F	H (E/B) %
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	BDGT
JUDICIAL (4100)	428,159	441,873	441,873	340,580	322,822	119,051	73%
GOVERNING BODY (4210)	66,870	71,895	71,895	53,798	61,077	10,818	85%
MAYOR (4220)	83,882	95,873	95,873	20,618	67,598	28,275	71%
MANAGER (4230)	371,780	616,408	616,408	289,403	349,582	266,826	57%
MUNICIPAL CLERK (4300)	329,540	359,769	359,769	320,263	332,114	27,655	92%
CITY ATTORNEY (4400)	238,748	346,946	346,946	72,770	120,672	226,274	35%
PERSONNEL/HR (4500)	468,198	577,625	577,625	406,349	371,207	206,418	64%
FINANCE (4600)	643,295	778,179	778,179	579,664	838,437	(60,258)	108%
COMMUNITY DEV. (4700)	555,983	550,366	550,366	440,060	507,950	42,416	92%
POLICE (4800)	4,938,861	4,666,989	4,666,989	3,806,611	4,392,190	274,799	94%
CODE ENFORCEMENT (4810)	360,177	358,222	358,222	317,332	224,493	133,729	63%
ANIMAL SHELTER (4900)	536,559	534,181	534,181	397,521	425,905	108,276	80%
FIRE (5000)	2,247,916	2,216,023	2,216,023	1,692,364	2,377,562	(161,539)	107%
PUBLIC WORKS/AIRPORT (5100)	871,430	849,178	849,178	628,232	625,532	223,646	74%
PARKS (5110)	574,355	661,411	661,411	508,626	546,785	114,626	83%
LIBRARY (5200)	432,142	347,268	347,268	457,313	347,391	(123)	100%
MUSEUM (5300)	250,653	215,098	215,098	218,953	146,357	68,741	68%
GENERAL SERVICES (5400)	3,248,800	6,212,220	6,212,220	2,905,027	3,760,300	2,451,920	61%
TRANSFERS	1,024,309	3,954,693	3,954,693	1,024,310	3,927,638	27,055	99%
TOTAL	17,671,657	23,854,217	23,854,217	14,479,793	19,745,613	4,108,604	83%

GENERAL FUND REVENUE



GENERAL FUND EXPENSE



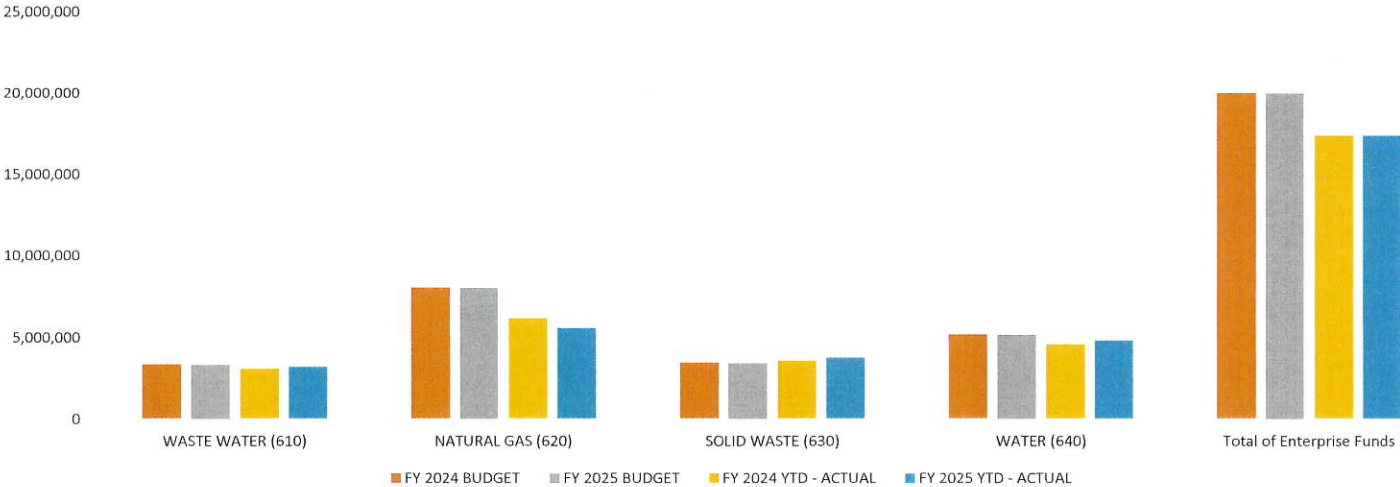
ENTERPRISE FUNDS-REVENUE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	<u>Total Budget to Actual Comparison</u>					
	A	B	C	D	E	G
						(E/B)
	FY 2024	FY 2025	FY 2025	FY 2024	FY 2025	%
	BUDGET	BUDGET	YTD - BUDGET	YTD - ACTUAL	YTD - ACTUAL	BUDGET
WASTE WATER (610)	3,321,800	3,321,800	3,321,800	3,057,734	3,189,369	96%
NATURAL GAS (620)	8,037,000	8,037,000	8,037,000	6,168,938	5,582,714	69%
SOLID WASTE (630)	3,440,900	3,440,900	3,440,900	3,547,495	3,767,713	109%
WATER (640)	5,174,220	5,174,220	5,174,220	4,569,829	4,828,367	93%
Total of Enterprise Funds	19,973,920	19,973,920	19,973,920	17,343,996	17,368,164	87%

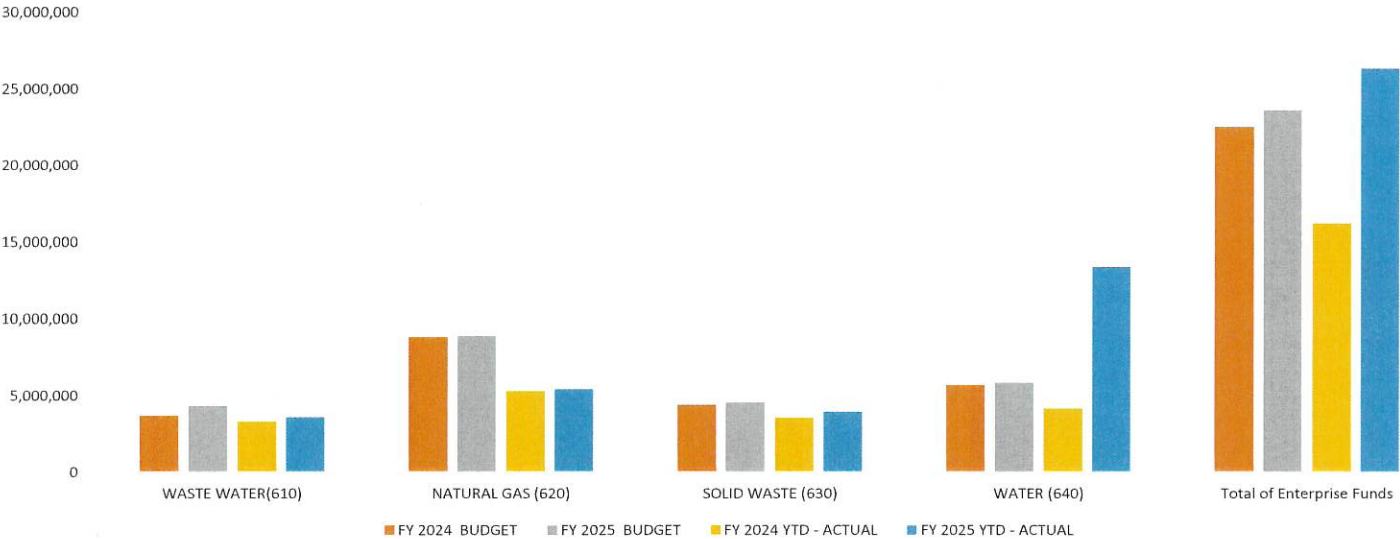
ENTERPRISE FUNDS-EXPENDITURES COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

<u>Total Budget to Actual Comparison</u>							
A	B	C	D	E	F	H (E/B) %	
FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	VAR. BUDGET	
WASTE WATER(610)	3,674,338	4,355,689	3,268,883	3,594,744	760,945	(405,375)	
NATURAL GAS (620)	8,788,237	8,859,405	5,262,352	5,412,675	3,446,730	170,040	
SOLID WASTE (630)	4,383,168	4,551,589	3,530,402	3,941,474	610,115	(173,761)	
WATER (640)	5,669,847	5,870,871	4,133,870	13,385,948	(7,515,077)	(8,557,581)	
Total of Enterprise Funds	22,515,590	23,637,554	16,195,507	26,334,841	(2,697,287)	(8,966,677)	

ENTERPRISE REVENUE



ENTERPRISE EXPENSE



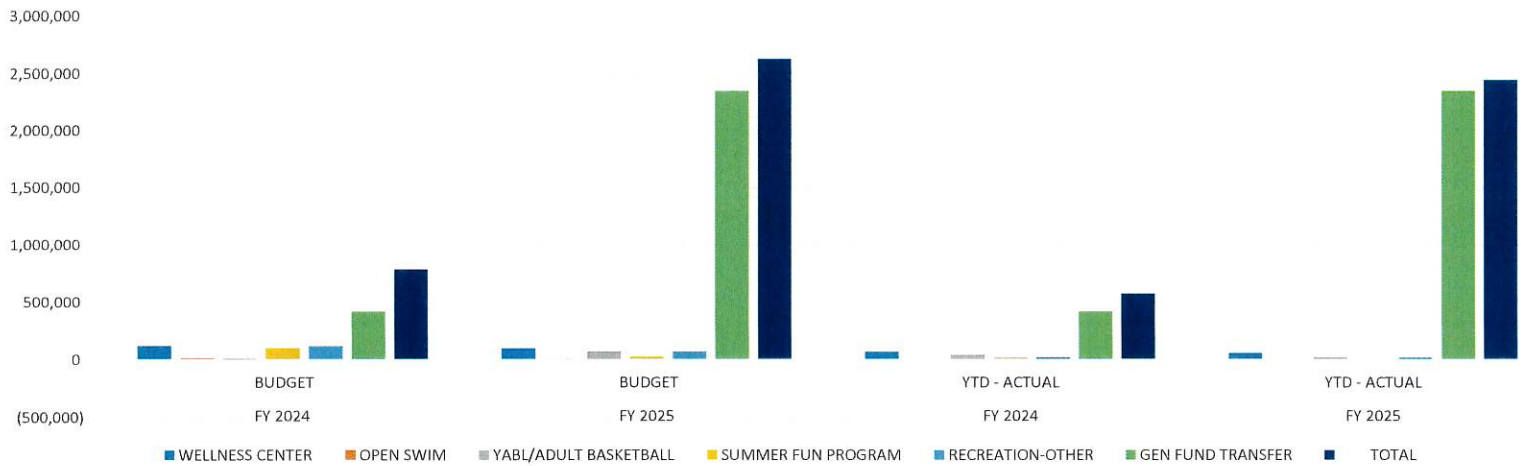
RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	A	B	C	D	E	G (E/B)
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	% REV
WELLNESS CENTER	120,572	100,000	100,000	68,626	57,514	58%
OPEN SWIM	15,000	10,000	10,000	8,057	1,438	14%
YABL/ADULT BASKETBALL	15,000	75,000	75,000	42,547	22,827	30%
SUMMER FUN PROGRAM	100,000	25,000	25,000	16,772	(420)	-2%
RECREATION-OTHER	118,500	73,000	73,000	20,710	18,094	25%
GEN FUND TRANSFER	420,686	2,347,617	2,347,617	420,686	2,347,617	100%
TOTAL	789,758	2,630,617	2,630,617	577,397	2,447,070	93%
	283,000					

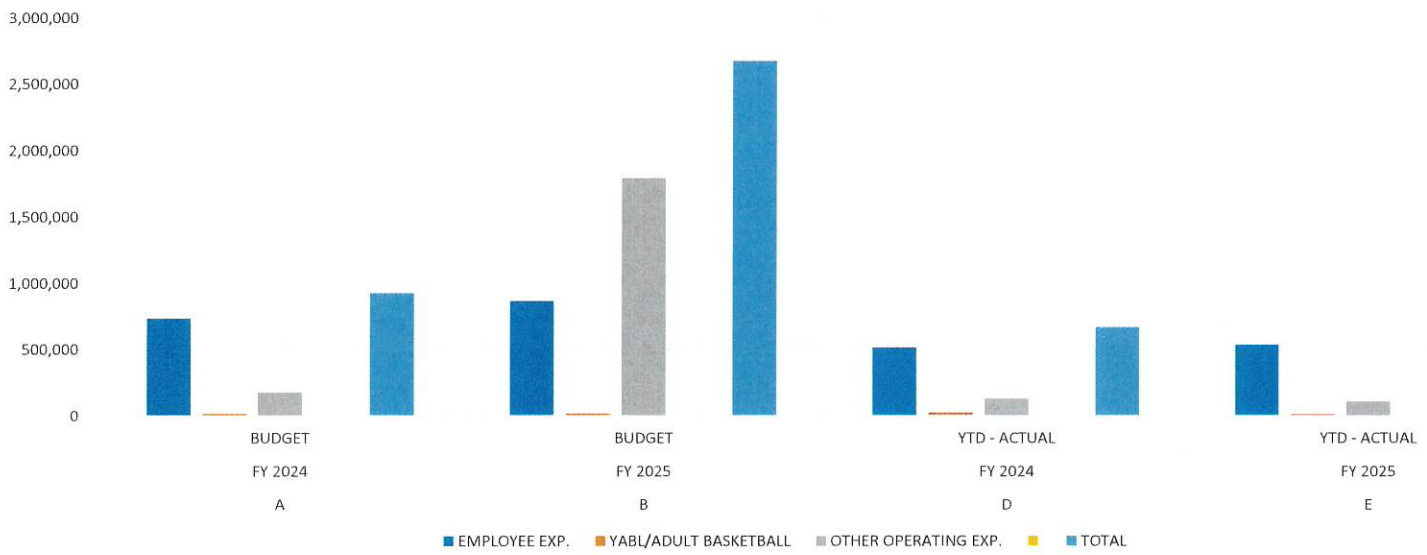
RECREATION DEPARTMENT- EXPENDITURE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	A	B	C	D	E	F	H (E/B)
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	
EMPLOYEE EXP.	734,694	867,536	867,536	515,121	534,741	332,795	62%
YABL/ADULT BASKETBALL	13,000	15,081	15,081	23,052	10,281	4,800	68%
OTHER OPERATING EXP.	179,850	1,792,769	1,792,769	130,917	110,681	1,682,088	6%
			0				
TOTAL	927,544	2,675,386	2,675,386	669,090	655,702	2,019,684	25%

RECREATION CENTER REVENUE



RECREATION CENTER EXPENSE



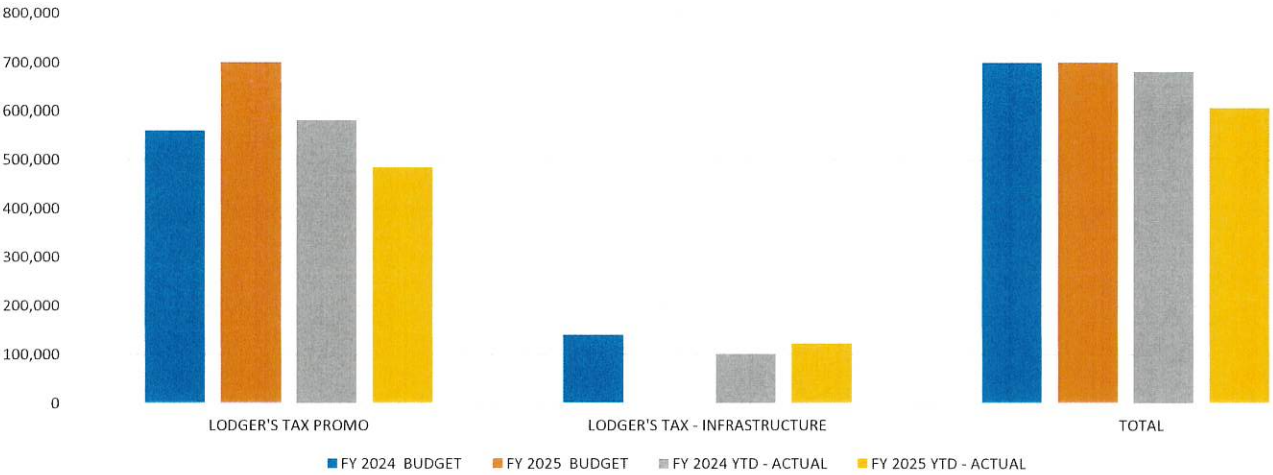
LODGERS TAX PROMOTION - REVENUE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	A	B	C	D	E	G (E/B)
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	% REV
LODGER'S TAX PROMO	560,000	700,000	700,000	581,558	484,157	69%
LODGER'S TAX - INFRASTRUCTURE	140,000	0	0	100,672	121,715	
TOTAL	700,000	700,000	700,000	682,230	605,872	87%

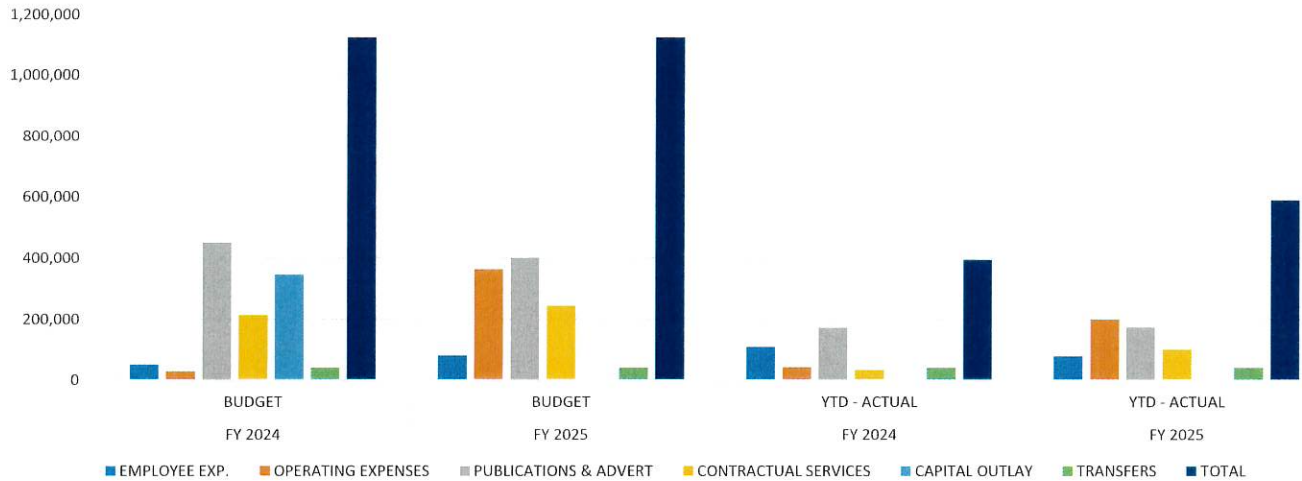
LODGERS TAX PROMOTION - EXPENDITURE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	
EMPLOYEE EXP.	50,000	80,415	80,415	109,229	79,143	1,272	98%
OPERATING EXPENSES	27,600	362,626	362,626	41,460	198,363	164,263	55%
PUBLICATIONS & ADVERT	450,000	398,922	398,922	171,453	173,253	225,670	43%
CONTRACTUAL SERVICES	212,400	243,037	243,037	32,000	99,306	143,732	41%
CAPITAL OUTLAY	345,000	0	0	0	0	0	
TRANSFERS	40,000	40,000	40,000	40,000	40,000	0	100%
TOTAL	1,125,000	1,125,000	1,125,000	394,141	590,064	534,936	52%

LODGER'S TAX REVENUE



LODGER'S TAX EXPENSE



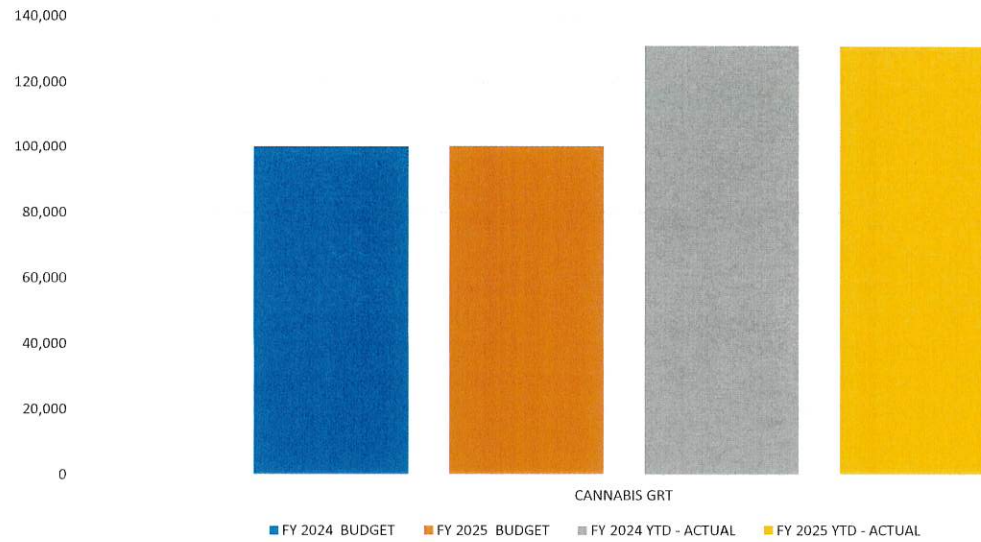
CANNABIS - REVENUE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	A	B	C	D	E	G (E/B)
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	% REV
CANNABIS GRT	100,000	100,000	100,000	131,105	130,744	131%
CANNABIS - CD	0	0	0	7,800	3,300	
CANNABIS - PD	0	0	0	300	0	
TOTAL	100,000	100,000	100,000	131,105	134,044	134%

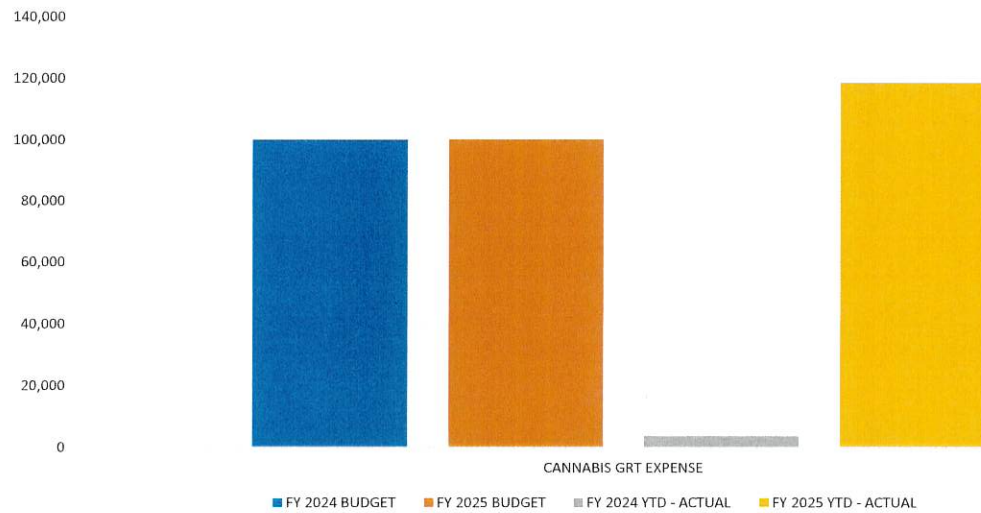
CANNABIS - EXPENDITURE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	
CANNABIS GRT EXPENSE	100,000	100,000	100,000	3,677	118,542	(18,542)	119%
TOTAL	100,000	100,000	100,000	3,677	118,542	(18,542)	119%

CANNABIS REVENUE



CANNABIS EXPENSE



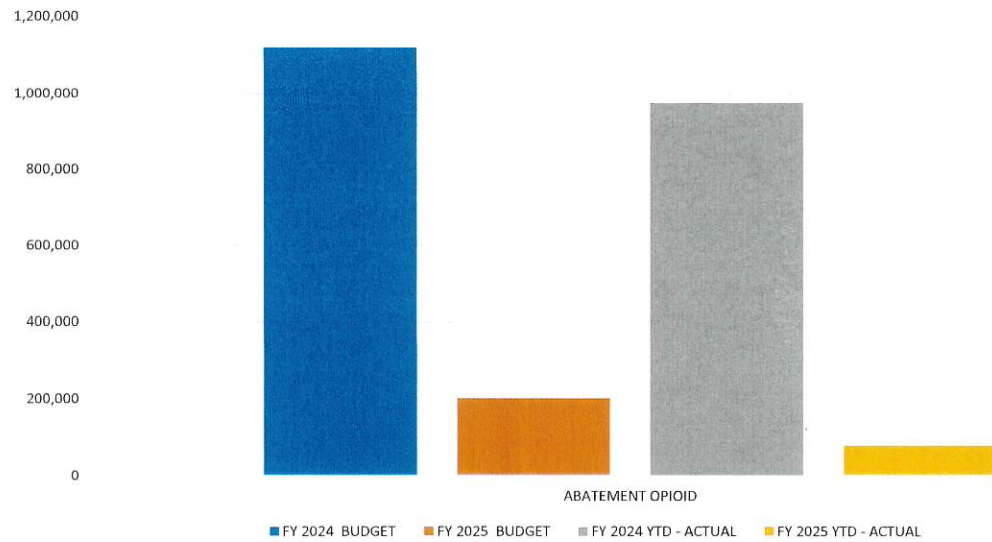
OPIOID - REVENUE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	A	B	C	D	E	G (E/B)
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	% REV
ABATEMENT OPIOID	1,118,898	200,000	200,000	973,489	76,759	38%
ABATEMENT OPIOID - PD	0	0	0	0	0	
ABATEMENT OPIOID - FD	0	0	0	0	0	
TOTAL	1,118,898	200,000	200,000	973,489	76,759	38%

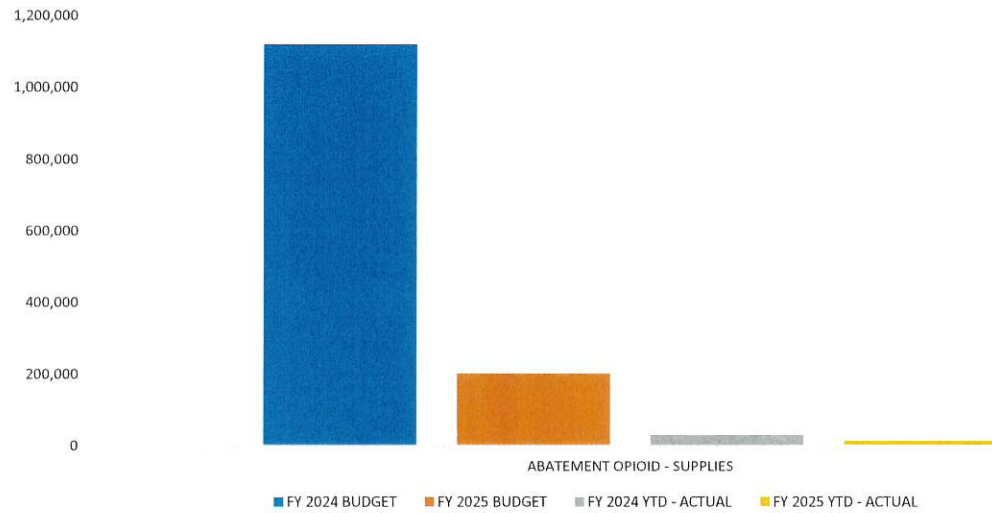
OPIOID - EXPENDITURE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	
ABATEMENT OPIOID - SUPPLIES	1,118,898	200,000	200,000	29,988	12,867	187,133	6%
TOTAL	1,118,898	200,000	200,000	29,988	12,867	187,133	6%

OPIOID REVENUE



OPIOID EXPENSE



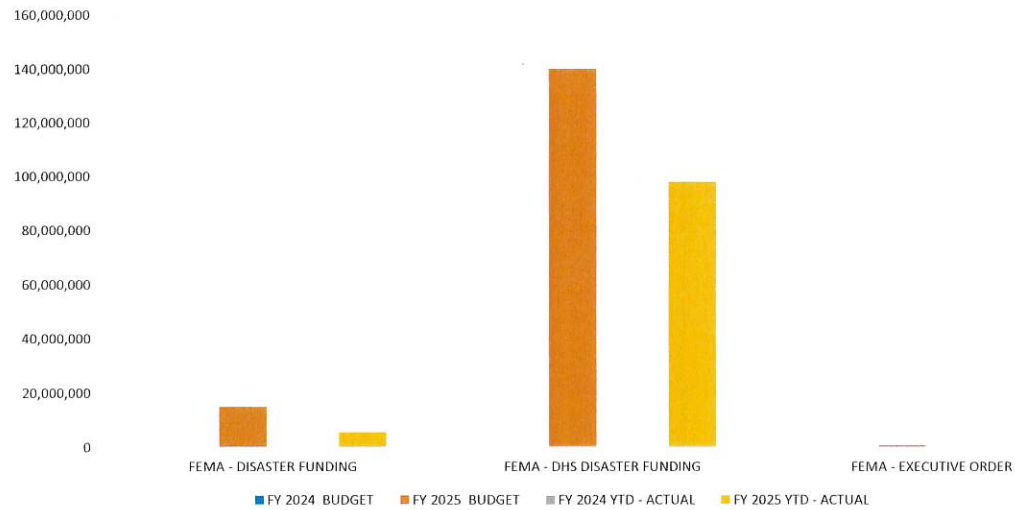
FEMA - REVENUE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	A	B	C	D	E	G (E/B)
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	% REV
FEMA - DISASTER FUNDING	0	15,000,000	15,000,000	0	5,608,958	37%
FEMA - DHS DISASTER FUNDING		140,000,000	140,000,000		98,000,000	70%
FEMA - EXECUTIVE ORDER		750,000	750,000		0	0%
TOTAL	0	155,750,000	155,750,000	0	103,608,958	67%

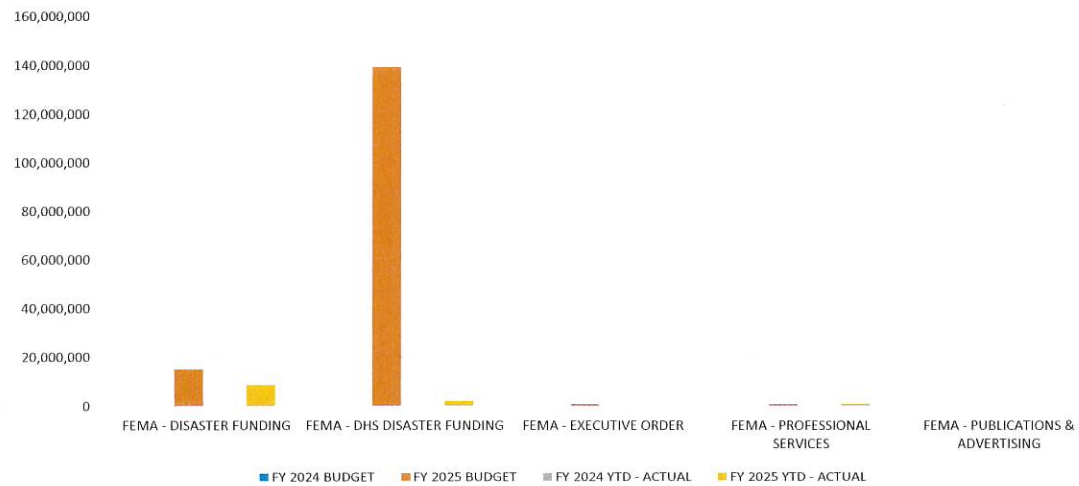
FEMA - EXPENDITURE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025

	A	B	C	D	E	F	H (E/B) % BDGT
	FY 2024 BUDGET	FY 2025 BUDGET	FY 2025 YTD - BUDGET	FY 2024 YTD - ACTUAL	FY 2025 YTD - ACTUAL	FY 2025 AVAIL. BAL.	
FEMA - DISASTER FUNDING	0	15,000,000	15,000,000		8,664,412	6,335,588	58%
FEMA - DHS DISASTER FUNDING		139,247,000	139,247,000		2,054,711	137,192,289	1%
FEMA - EXECUTIVE ORDER		750,000	750,000			750,000	0%
FEMA - PROFESSIONAL SERVICES		750,000	750,000		952,570	(202,570)	127%
FEMA - PUBLICATIONS & ADVERTISING		3,000	3,000		153	2,847	7%
TOTAL	0	155,750,000	155,750,000	0	11,671,846	11,671,846	

FEMA REVENUE



FEMA EXPENSE



**GENERAL FUND REVENUE COMPARISON
THRU JUNE, 2025 - 100% YEAR LAPSED (12 of 12 months)
FISCAL YEAR 2025**

Cash	7/9/2025
General Fund Pooled Cash (Southwest Capital)	\$ 20,598,456.87
Enterprise Funds Pooled Cash (Community 1st)	<u>\$ 6,131,664.90</u>
TOTAL	\$ 26,730,121.77
Investments/Equivalents	
Certificates of Deposit	
Southwest Capital Bank	\$ 5,000,000.00
Local Government Investment Pool	<u>\$ 116,896,696.76</u>
TOTAL	\$ 121,896,696.76
TOTAL AVAILABLE CASH / INVESTMENTS	\$ 148,626,818.53
Current Yield	4.02%



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

Meeting Date: July 16, 2025

Date Submitted: 07/03/25

Department: Utilities

Item/Topic: Presentation by Travis Martinez on the Lead and Copper Act and a status update.

Fiscal Impact: None

Attachments: None

Committee Recommendation: N/A

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:

T. Martinez by S. Muniz
Department Director
[Signature]
City Manager

Reviewed By:

[Signature]
Finance Director

**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 SPECIAL CITY COUNCIL MEETING HELD ON
WEDNESDAY, JUNE 25, 2025 AT 10:00 A.M. IN THE CITY COUNCIL CHAMBERS.**

MAYOR: David Romero

COUNCILORS: Marvin Martinez
Barbara Casey
Michael L. Montoya
David Ulibarri

ALSO PRESENT: Robert A. Anaya, City Manager
Casandra Fresquez, City Clerk
Caleb Marquez, Sergeant at Arms

CALL TO ORDER

Mayor Romero called the meeting to order at 10:00 am.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Martinez asked for a moment of silence as it's a very important day for the community as they make a decision based on the quality and water delivery to the people. Councilor Martinez asked to keep their hearts, soul and prayers in it so they can always make good decisions moving forward for the community.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Martinez seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

City Clerk Fresquez advised the motion carried.

PUBLIC INPUT

There was no public input.

City Clerk Fresquez advised that City Manager Robert A. Anaya recommended that the minutes for June 25, 2025 be verbatim due to the subject matter. City Clerk Fresquez asked if there was a consensus. All were in consensus.

BUSINESS ITEMS

1. Consideration and possible action of the State of New Mexico Intergovernmental Agreement with the City of Las Vegas.

City Manager Anaya stated the following; "Thank you Madam Clerk, Mayor and Council, before I get into the text and the content of what we're going to discuss today I want to highlight what Councilor Martinez just said. I think that today's discussion regardless of the determination, the questions on the ultimate outcome, the discussion that we're going to have is a very intense discussion associated with the future of the city of Las Vegas relative to the water treatment facility and the plant. I think that puts a good frame of reference on what we're going to dive into today. The other thing that I wanted to add is in just a short amount of time here at the City of Las Vegas I want to attest to each of you here, the Mayor and Council that the staff that exists at the City of Las Vegas has been through a lot just like you have and are an exceptional group of folks, I want to say that on the record. I also want to say that the support structures and consultant members that have facilitated supporting the City of Las Vegas are put in the same regard. It's been a humbling experience over the last several weeks in particular related to this particular issue and the manner of which it came about. The team has been front and center, I pulled in additional members of the leadership team

into the discussion that weren't involved previously and so I've been real cognizant to make sure that the City Clerk has been included and other department leaders that are here today, some of which had other commitments but they're going to stay in the process regardless of the determination of the Mayor and Council to this decision because it's important that we keep our leadership informed, it's important that we keep the overall City informed and work together in a in a strategic manner. Regardless of the outcome of today's discussion you have a good team and we're going to continue to work together to work through the challenges that lie ahead. The first thing I'd like to do if it's okay Mayor, is I would like to Mayor and Council also so one other thing I wanted to note there continually will be things that come to you from me and in my responsibility of City Manager and my preference is to get them to you as soon as possible but note that there's no malice when I get them to you when I get them to you. I'm specifically referring to a document that you received yesterday that I've had for over a week relative to Dr. Howe's recommendations. Dr. Howe is here today and he's going to get into some discussion about those recommendations. We went through those and I went through them myself for the first time in detail yesterday. We went through that particular document yesterday not just myself but we went through it with the whole leadership team and I said we need to get this in the hands of the full Council right away. I just note that because it's an important document and I think it's a good document like I said and you'll hear me say it many times today whether or not you make a determination to move forward with the state of New Mexico or not. That particular document I think is a good structural outline on what should be included as any entity for that matter would seek the construction or plan, design and construction of a treatment facility of this nature. We'll get into that more later but I did want to note that as well on the record. Thank you for affording the City Clerk the opportunity to do verbatim minutes on this particular meeting. I think it's important for the record that we capture everything verbatim, regardless of the determination that the City makes. I'd like to just go ahead and jump in by asking the Mayor and Council if you could, I provided a memo that captured feedback that I had received from the Mayor and Council. We have some other items as well that we want to help the Council address that were raised by the Mayor and Council. I wanted to just start

off by going to you first to provide us, myself and I have our team ready to help facilitate answering or clarifying questions. I wanted to, if I could Mayor, go to the Council first to hear some of the key things that they have questions on still and clarity that you're seeking as Mayor and Council."

Council Ulibarri stated the following; "Thank you Mr. Mayor, this is a very important document, Mr. City Manager it's been taking awhile to take care of this but what I say is the Hermit's Peak Fire ruined our facility, not really ruined it but it was you guys took care of it, whoever was in charge but now we have a document here that's going to be here for a lot of years. The main thing here in this small town is water, it's always been water since I've been around. It's something really special to our Council and City staff. I want to acknowledge everyone that's been involved and getting this thing taken care of. Hopefully we can go forty or fifty years without having any problems. We are going to have a little bit of problems but we can take care of it and that's part of our journey. I want to thank everybody for doing a fine job on this thank you."

Councilor Martinez stated the following; "You know just listening to Councilor Ulibarri mention how far this goes back, is an important step. How we move forward I guess, our community has suffered water problems for you know eighty to one hundred years. The size of this community is based on the ability to make water for our community whether it be businesses or residential or anything else moving forward. I just hope that we could always come to a consensus in reference to leaving the dirty politics out of making any good decisions for our community. I want to make sure that we can always work together with the state naturally. It's an important piece because they also hold a big hand in permitting and all the other resources that they can offer but nevertheless if we can keep politics away from this and make our community whole by offering them the quality of life that they deserve. That quality of life is assuring them that they have the water they need to succeed in life and for our community to succeed so I just you know it I want to make sure that we have good direction and we understand the fact and that we are wholeheartedly involved in making good decisions moving forward. I just applaud the team for everybody being here. I appreciate

the opportunity to be a part of this monumental movement of making sure that our community survives and that we do what's necessary to make that happen so thank you Mayor."

Mayor Romero stated the following; "Councilor Montoya."

Councilor Montoya stated the following; "I'll refrain from comments until I hear from the presenters."

Councilor Casey stated the following; "I think I probably have a lot to say, first of all, I want to thank Dr. Howe for his email. I thought that he brought forth a lot of salient parts that we need to really think about and focus on and I appreciate that very much. I think that this is not an agreement that we should take lightly or that we should act on just because whoever says this is something that you need to do. As I've said before at the last meeting, I have some real concerns about the state stepping in and the idea that they can subcontract with whomever they want is a real issue for me. I know that they clearly believe that they have experts but just from personal experience from having served in the legislature for 12 years and always been involved in what's happening at the legislative level. I have some very serious concerns about really how much expertise the people who are currently there have and I'm not saying that they're not qualified to hold the positions that they have, however I don't think that they have the expertise, the same expertise that we have currently with the Sulzer Group and others that we have already had contracts with and that is a real concern for me. I also have a real concern about the state wanting to use investment money from the \$98 million for you know whatever they pretty much want. It says utilize investment income from advanced federal or state law if needed. I have a problem with that because that means that they can do whatever they want with investment money and we don't really have a say in that and I don't like that one bit. I think there are a lot of issues with the new wording that has been added to the agreement and I don't agree with much of the language and I did look it over very carefully several times over the weekend and so I have some issues with that. I would like to know how much of the loans that we got in from the 2023 and 2024 SB6 loans, how much of those

have been paid back, how much do we owe and whatever has been paid back where did that money come from? Did that money come from our general fund? Where did that money come from in our budget? I need to know those things before I feel comfortable about this. It says that the state will be the primary liaison with federal agencies regarding overall state level of compliance and reporting. I don't quite agree with that either, in terms of the state will receive FEMA public assistance reimbursement on behalf of the City, I definitely don't like that because we may not even be told what kind of reimbursement has been received by the state from FEMA funding. Will they let us know how much the reimbursements will be and one of the items even reads that the state will conduct reviews and audits of the Cities records but if we don't have pertinent information how can they do that with any credibility. I'm very very concerned about that too, I'm concerned about the agreement that we have with FEMA. What happens to that? Is it just going to sit there and pretend we don't have it? Is it going to have to be reworked, what will happen with that agreement? They have a timeline for us, I think it's a reasonable timeline and although many people think that we're just dragging our feet, I don't believe that we are. These types of issues take a long time to get the right people to plan and design a new water treatment facility. It takes time to put out an RFP. You can't do an RFP in a month or a project like ours. It's huge and so we need to make sure that we have people who are qualified to do what they need to be doing."

City Manager Anaya stated the following; "Mr. Mayor and Councilor Casey, could you go over the item before that one, I'm going to capture these and I want to address them one at a time if I can, the item before the timeline."

Councilor Casey stated the following, "I don't know what I said from the item before."

Mayor Romero stated the following; "It was public assistance."

Councilor Casey stated the following; "The MOU?"

City Manager Anaya stated the following; "The connection to the MOU."

Councilor Casey stated the following, "This is, I know Councilor Martinez said let's keep this not political but realistically speaking, how many people in Las Vegas have said the Council is doing nothing? They don't know what we've done because we have not been transparent enough and although attempts have been made at transparency, people still do not know what's going on. They think we all just divided up the \$98 million among ourselves and we're having a wonderful time with it. That line of thinking has to be dissipated and erased. I'm concerned about the public perception especially for those on this Council, the Governing Body, the Mayor who may want to run for office are going to be dead in the water if we just hand everything over to the governor, to the state and say we knew it they don't even know what they're doing, they're going to give it to the governor and let them worry about it. Is that the kind of perception that we want, I certainly don't, my reputation is very important to me. What I do is very important to me and I want to make people understand that while I am here on this Council everything that I do is focused on what is best for the community, not for myself. There's a lot to think about, I think that this would be a very negative move on our part and I think that we have to be very careful about what we do and if this Council chooses to vote in favor of this agreement then the repercussions of having done that will have to be dealt with in the future. I don't know how well that will actually resonate with how things really should be going. That's all I want to say for now, thank you."

City Manager stated the following; "Mr. Mayor, Councilwoman Casey, what I would like to do is I'd like to take them one at a time, so I'd like to first have Mr. Madrid if you would come to the microphone please and if you need to bring any papers with you please do so. The first thing I'd like you to address is Councilwoman's first point, please provide a breakdown of the SB6 resources, \$21 million dollar allocations from three different pots and where we have made expenditures associated with SB6."

Finance Director Madrid stated the following; "The short answer, Councilor, is yes, it is about \$21 million. We have made expenditures related to emergency work and water. We have three main vendors that have provided services to us. We have a record of their expenditures, a summary and it includes purchases of water, the temporary veolia system, earthwork and other work related to the winterization of our water treatment plant, electrical power things like. The main expenditures have been for water, provision of bottled water and trucked in water. For those three main things we have spent, our record shows about \$11 million dollars. There may be some of that, that is not reimbursable from the February incident. To answer your other question, we have not repaid any of this loan money, not one dollar has been repaid yet."

City Manager stated the following; Mr. Mayor, Councilwoman Casey's question, Mr. Madrid, they're eligible for use to be drawn from SB6 money but we have made no draws against the payments back to the state for work done."

Finance Director Madrid stated the following; "That is correct."

City Manager Anaya stated the following; "We're tracking the eligible payments."

Finance Director Madrid stated the following; "Yes."

City Manager Anaya stated the following; "And utilizing the SB6 money for the items you just articulated."

Finance Director Madrid stated the following; "That's correct and we understand that we have to do kind of a dual tracking, some for the state and some for the federal government so our records are required to be maintained to comply with both."

City Manager Anaya stated the following; "I want to make sure that we're clear, we've spent, associated with SB6 loan resources that were provided by the legislature \$11 million."

Finance Director Madrid stated the following; "At least \$11 million."

City Manager Anaya stated the following; "Mayor, Councilor Casey, members of the council, this goes to your point made earlier, duly noted that it's incumbent on us to convey to yourselves and to the public the actual use of resources that are connected to the resources provided by the legislature which in the meeting on May 28th was referenced as zero, right? It's on us to do a better job to convey those expenditures in this forum so that you have the information as well as the public. Thank you, Mr. Madrid, you can just sit right there for a minute and then we'll go through some of these others."

Councilor Montoya stated the following; "Before you move on, Mr. Anaya, Mr. Madrid, out of Senate Bill 6, we borrowed \$14 million?"

Finance Director Madrid stated the following; "Yes."

Councilor Montoya stated the following; "We spent \$11 million?"

Finance Director Madrid stated the following; "It's a total of around \$21 million."

Councilor Montoya stated the following; "Okay and we still have \$14 million available."

Finance Director Madrid stated the following; "No, we have, I would estimate around \$3 or \$4 million available, we've accumulated, I'm going to estimate over \$15 million in expenditures. The \$11.6 I just quoted are for three vendors that had been questioned earlier."

Councilor Montoya stated the following; "You're saying that the balance of it is going to be used for what?"

Finance Director Madrid stated the following; "It's got to be used for the same intent as the rest of it. There are some expenditures that may or may not qualify. I'm estimating we have some money left, but we've spent the majority of it."

Councilor Montoya stated the following; "To clarify, \$10 million for water usage, of bottled water and transfer water was paid out of that or no?"

Finance Director Madrid stated the following; "For the June event?"

Councilor Montoya stated the following; "Yes."

Finance Director Madrid stated the following; "Yes."

Councilor Montoya stated the following; "That was already paid off?"

Finance Director Madrid stated the following; "I believe most of those have been paid off, I'm not sure that all of them have been paid. We've had delays in invoicing."

Councilor Montoya stated the following; "With that money?"

Finance Director Madrid stated the following; "Yes."

Councilor Montoya stated the following; "That was done within the last week?"

Finance Director Madrid stated the following; "No, within the last week, we received invoices from some of these companies for the February event. That's completely unrelated to the June money to the SB6 money."

Councilor Montoya stated the following; "Last week's meeting that we had, it said we owed \$10 million outstanding for water transport and water bottles."

Finance Director Madrid stated the following; "That's for the February incident."

Councilor Montoya stated the following; "Yes."

Finance Director Madrid stated the following; "Not the Senate Bill 6 money."

Councilor Montoya stated the following; "So that's still outstanding."

Finance Director Madrid stated the following; "Yes."

Councilor Montoya stated the following; "Okay, thank you."

Finance Director Madrid stated the following; "Still outstanding."

Mayor Romero stated the following; "There's a separation. Councilor?"

Councilor Casey stated the following; "In looking at the Senate Bill 6 documents that are in our pocket the Senate Bill 6 loan of April 2024 was \$14,964,619. That says that in the agreement with the city, the city has to pay within 30 days of receipt of approved federal public assistance funding. So we haven't paid any of that back and then in June 2024 from money from the Senate Bill 6, 2023 appropriation it says that there was \$5,689,958. Where are we, are you just combining those two? Can you talk about Senate Bill 6 or which one has been used to pay what?"

Mayor Romero stated the following; "Councilor, I don't know, Morris, Deb could probably help here. So, the \$5 million was specific for the pre-treatment plant. So there's a separation between the two funds. So, the \$5 million is more specific, if Mr. Manager, if Deb could join and just for clarification."

Deborah Sulzer stated the following; "Good morning everyone, just for clarification, I think that it's important that everybody understand that the Senate Bill 6 money was tied to FEMA public assistance projects that were in the queue. So based on where they were in the FEMA process the governor allocated \$100

million to the disaster to then take and front that money ahead of time to facilitate the cash flow of those projects. The \$5.6 that one of those loan agreements refers to had to do with the temporary facility. So that \$5.6 million was fronted to the City and then what we're doing on the public assistance side is we're building the project to then have the proceeds to pay off that loan. So all of the expenditures that Mr Madrid talks about with regard to the water treatment facility, the temporary facility, that is being tagged to the \$5.6 million. So that would include the active flow, Veolia that would include the installation construction related to that which is I think Magnum is the primary. That would include a lot of Alpha Southwest invoices that had to do with repairs and things that had to be done to the current facility to get it into that stable steady ready set so that we can operate that as the temporary facility. That would include if the City were to pursue the GAC system that we asked for in the temporary facility. That would go to deal with the sledge pit modifications that had to be made. A lot of things could go into that bucket of money and those are included in the temporary facility project that's currently with FEMA public assistance. So to your point a lot of the reimbursement funding that we're looking for pursuing in that particular project would then go to the City and then the City would repay the \$5.6 million. The same goes for the other two loans, I think they were two other ones one for \$14.1 million and \$2 something million. Those were actually tied to debris projects that had been obligated by the City when we had the June event. The City Manager and I don't remember who else I was in the room specifically asked DFA and DHSEM if those proceeds could be used to fund the emergency that was ongoing and there was permission granted. That's sort of the history on Senate Bill 6, so most of it's tied to a FEMA public assistance project."

City Manager Anaya stated the following; "Mr. Mayor and Councilwoman Casey, I would add this clarifying point, so the intent of the SB6 money has been utilized within the intent of the law but we have not received reimbursement yet to be able to pay back the state of New Mexico I would just make that clarifying point."

Mayor Romero stated the following; "For clarification Deb so when you do put in these projects they get approved through DHSEM and then FEMA does pay for

public assistance at the end the money will never come to the City it'll get paid to DHSEM that basically pays off the loan am I correct in saying that."

Deborah Sulzer stated the following; "On the \$5.6 for sure, that'll go to DFA to repay that \$5.6 million loan. So the reimbursement that we'll receive for the funding for the temporary facility up to \$5.6 million will be used to go instead of going straight to, it'll come to the city but then it'll go to DFA for repayment of the loan. I mean there are provisions that say you can not do that but I think it's the intent of everyone to repay the loans, they're pretty flexible. So if the temporary facility goes say the cost if everything that we asked for, for the temporary facility gets funded it'll be more than \$5.6, so then after that \$5.6 million loan is paid off then any expenses that the City incurs at that point would come straight to the City and it wouldn't have to go to DFA at that point but that's tagged just to the temporary facility."

City Manager Anaya stated the following; "Thank you Mayor, thank you Deborah, you guys can just sit tight for a minute. A question that you raised Mr. Mayor, Councilwoman Casey, reimbursements on behalf of the City associated with this agreement, if the agreement was initiated would we be involved? I will comment this way and this goes along with the discussions in the back and forth that went about related to the first document to the last document in coordination with Mr. Zamora our Counsel. I feel comfortable in the document that we will be at the table associated with determinations throughout the project from the inception through the completion. Before I walked in this room, I had another follow-up conversation with Mr. Zamora and I asked that very question explicitly. It's important to the City Council and to me as the manager of the City and the staff that we have involvement throughout the process from the beginning through the construction through the operation and through the ultimate hand back to the City of Las Vegas on the work. Based on those discussions and the language that we added to the agreement, we will be part of the discussions and the implementation from the start to the end, including reimbursement requests associated back to the City. I give you that feedback based on our work that we did in negotiating the agreement and the feedback that I got back from our

Counsel Mr. Zamora associated with that particular point. How can we audit if we do not know what's going on? That's an excellent question associated with the document. We are as part of the joint agreement responsible to review along with the state of New Mexico, what's happening and be part of the decision-making process as it evolves. Mr. Madrid could you speak to the document relative to the reimbursements and our involvement as part of the agreement."

Finance Director Madrid stated the following; "Well the document says that we are responsible to reimburse the state, there is not any language there nor could there be that would relieve us of our responsibility to review for compliance with all state and federal regulations. Our own internal controls would remain in place, so if for example as an outlandish example, I received a reimbursement request to pay the governor of New Mexico \$50,000 consulting fee, absolutely our controls would take effect and we would not allow that, we would question it. So it is not as if we would not review for compliance and all the normal controls that we have in place would remain in place and we'd be required still to comply with all the legal and ethical requirements that we comply with today."

City Manager Anaya stated the following; " Mayor, Mr. Madrid, could you comment, we had a specific question related to the interface between the federal requirements and Councilor Casey noted our obligations with FEMA but can you comment on the feedback that we got relative to compliance with federal requirements as well as state requirements. It's actually explicit in the agreement and the feedback that we received from Mr. Zamora this morning."

Finance Director Madrid stated the following; "Well, I think there's two components to that, one regards cash management and the other regards procurement. "

City Manager Anaya stated the following; "You can discuss both."

Finance Director Madrid stated the following; "The first one in regard to cash management we've had discussions with our attorney and some federal legal

counsel in regard to that. It seems that under this agreement, the investment earnings would be tied to the principle of the \$98 million that we received. We don't disagree with that, where the questions arise are in that particular regard, we have a minor question, maybe a major question on is it settlement versus normal federal funding. There may be different guidelines for that but the real conflict that I see in federal regulation is that if federal regulations apply and we have language in here that exempts the state from complying with the procurement code then where does that leave everyone in compliance with federal procurement? That's not addressed here and that is a major question. Those are things that remain unresolved. We do not question at this point that the investment income remains tied to the principal."

City Manager Anaya stated the following; "Let's take it one at a time, there actually is a provision here that directly connects federal compliance with state compliance in the agreement that we have in the last version but speaking to the interest piece is what you're speaking to. Do you want to elaborate on that particular piece, since you brought it up."

Finance Director Madrid stated the following; "In normal federal regulations, you should not be able to earn interest or other investment income on federal dollars and be able to keep it. It's either turned back to the government in some way in some forms of grant administration is considered program income and must remain with the program and be spent for that particular purpose. Those are the principles that's contained in the agreement and that may have some ground to it. The only way that compliance would not be required is if this is considered a settlement change. So we have some different opinions on that, that is another question that remains but at this point I don't see a reason to argue the point that the two should be tied together and remain together. We agree with that standing right now."

City Manager Anaya stated the following "I want to just cite two things on the record, page 5 item C, fiscal and administrative standards, the state shall adhere to all local state and federal regulations as applicable to their operations. State shall

adhere to the following fiscal administrative standards in accordance with title 2, CFR part 200, state of New Mexico manual model accounting practices, three state of New Mexico auditor, State audit rule for title 2 CFR chapter 1 part 1 70 and 5 US governmental accounting office, government auditing standards. Under exhibit A, which is in the back of the agreement, scope of work under the state of New Mexico shall (F), adhere to two CFR part 200 and all federal and state procurement contracting cost principles and financial management requirements. I just wanted to note those two items for the record. Mr. Mayor, Council, Councilwoman Casey, you noted the timeline, the timeline was brought up in discussions early on by the Mayor. I'll let the Mayor speak to that directly, Councilman Montoya, specifically noted the request relative to the one and a half year period that was noted at the May 28th meeting and yourself have noted it now on the record. My feedback to you is that it's my intent as part of this discussion that if there are specific recommendations that come from the City Council, relative to the agreement that we could recess on and I could pose, request, ask of the state for consideration of, I think we should do that. That's one item that I know has been brought to light, we had the discussion with the state prior to the agreement being brought to the Council but the Council has every right and entitled to do the same. I would say as a recommendation that we can compile a list of items that the Council themselves may want me to request directly for additional clarification/insertion into the agreement and so that's my thought relative to timeline. Mayor, is there anything else you wanted to add."

Mayor Romero stated the following; "No, I know when did meet June 12th with the state you know that was one of the questions that I posed. I know at the last meeting Councilman Montoya brought it up and Councilor Casey, I guess my whole concern on that has been the governor's term is for a year, basically a year and a half, a new governor comes in, are they going to be willing to continue with the project or the state basically says, okay here it's yours and that's where the whole concern of us sitting at the table and being a decision maker at the table. At the beginning of the MOU a lot of the responsibility was solely on the state and of course you know I think I feel comfortable with the agreement that you have worked along with staff, consultants and collaboration with the state. I'm

comfortable with it but I still have that concern about the timeline, whereas what happens after the end of the governor's term. If the plant isn't built within the year and a half, what happens then, a new governor comes in and we don't want to continue this MOU anymore and they take on the 90 day exception to cancel the MOU. That's my concern, I know secretaries are all appointed by the governor but you know within the state or is there still that willingness to participate with us to continue and make sure that this is finished despite being a new governor, I guess that's one of my concerns."

City Manager Anaya stated the following; "Mr. Mayor and full Council, if I could comment and say there's one clause in this agreement that I think is probably the the biggest leverage that the City Council has relative to this agreement if the agreement is approved. That particular clause is section 4 termination, The parties may terminate this agreement within 90 days with notice to the other party. I think within this particular clause and I think we'll reference it several times today, gives the latitude to either party to terminate the agreement plain and simple. If we would engage in this agreement with the state we would know in short order whether or not the terms and provisions that are legal counsel has recommended to us, have the teeth or not right? That's what I would suggest to all of you, it mandates that we have meetings minimum monthly and I'm going to anticipate that we're probably going to need more than monthly meetings and within that process in the joint working group section of the agreement, you're going to know quickly and promptly from me based on every meeting that we have associated with the agreement. If we engage in this agreement and we established the joint working group which is going to be inclusive of leaders sitting in this room at that same table and we are not being afforded the opportunity to provide the input that's implied in the agreement and directly stated in the agreement, then you going to hear it directly and promptly from me and probably other members of the leadership team. I would not note that as an endpoint for this discussion because we're just starting this discussion today but I would note it as a prominent piece and point in the language that we have in front of us. I just wanted to state that at this time. One of the other things that you noted Mr. Mayor, Councilwoman Casey, is we have not been transparent enough and we

need to work on that. I couldn't agree with you more, regardless of the determination and the outcome of this agreement. It's incumbent on us to communicate in every possible modality that we can not just the City Council meetings but whatever external information that we can provide to the public and the citizens as to the work that we're doing and have been doing. That relates to the agreement and it doesn't relate to the agreement at all, that just relates to our obligation and responsibility to you, the Mayor and the governing Council of the City of Las Vegas and the information we provide to the public. I agree and concur wholeheartedly, there is a public perception but depending on who you ask, it might be a different public perception but I would also concur and agree with you that we're trying to provide clarity and transparency and fact. I guess I would say not hearsay, not innuendo, not rumor but begin the process of applying facts to what we've done, what we've expended, what we're planning to do, not on our own independently but based on the direction and the pathway that the Mayor and the Council provide. They want us, myself as the manager and the team to implement and so I would just again concur with your statement. Your last statement for now was we need to be careful without a doubt and we have to guard the interests of yourself as the elected officials and guard the interest of the City of Las Vegas and our stake. I think I hear, I don't think I hear, I know I hear loud and clear from the Mayor and each and every one of you, that it's our responsibility as the City of Las Vegas to govern our own existence. Do I see this agreement as relinquishing that? No, I don't, I see this agreement as potentially augmenting the work we do and taking in as much support as we possibly can to get the plant constructed and to deliver a product. I do see that there are benefits absolutely to having a partnership and working in conjunction with members of the state to help us do that. You made a comment Mr. Mayor and Councilwoman Casey, that I think is also very important to note and expand upon and for that, I would like to ask, I think it's the timing is good, Dr. Howe if you would come forward and Deborah if you would come forward as well. Dominic and Morris stay tuned we'll call you back up shortly but I think one of the things that I want to be clear about as we convey information to the Mayor and the Council is that there are things that the City must do. I believe to ensure that the plant is constructed in a professional manner and an appropriate manner in coordination with our team.

It's not just utilizing the the resources of consultants and other experts in the field but it's also working with Mr. Martinez our director and his team in helping us get to that point as well, so I'll bring Mr. Martinez up here in a little bit but what I would like, if you would Dr. Howe on the record, if you could speak to the outline that you've provided the City and the things that the City needs to be cognizant of, pay attention to and do whether or not the agreement with the state is executed or not. I think that's the operative piece, what we're going to recommend here and provide a framework for is if it's an agreement with the state, these are things that will be at the table communicating with the state and if it's on our own these are things that we're going to do on our own moving forward associated with design, plan, construct. The last thing I'll leave you with so that I can turn it over to you Dr. Howe, can you speak to the reality that as a plant advances the state's going to seek technical assistance from outside entities in the same manner we would. If you could maybe start with that and then dive into your document I'd appreciate it."

Dr. Howe stated the following; "Yes, so I believe the primary agency that would be involved in managing this from the state's end would be the Environment department. My understanding, my interactions with the Environment department have been primarily from a regulatory point of view. I'm not familiar or aware of their capabilities from the design and construction management point of view of new water facilities. They may have those resources in house but I'm not aware of it, so my current assumption is that they would need to subcontract those capabilities out in the same way the City would need to contract those out. I do think that the state Environment department has a lot of capable and qualified people. I think one challenge they have like a lot of other agencies, they're understaffed. If you go on to the state department website and look at the list of positions and see how many of them are vacant, I think it's telling that the question needs to be raised who within the department would be managing this and is that position even filled at this point. Does that answer the question?"

City Manager Anaya stated the following; "I think it does yeah."

Deborah Sulzer stated the following; "The only other agency that's named in the agreement besides DFA which I think, the DFA piece of this is tied to Senate Bill 6 reimbursement loans is DHSEM, which is the Department of Homeland Security Emergency Management. Their function is to handle disasters around the entire state. Having been a subcontractor for DHSEM, I'm not aware of any capabilities that they have internally to do any kind of project management of this kind of scale. I think the natural assumption and maybe it's not good to make assumptions but they would have to and I think that's why it's specifically in there they would have to subcontract all of this work just the same way that the city would."

City Manager Anaya stated the following; "Mr. Mayor, members of Council, are there any specific questions that any of the Mayor yourself or the Council has?" "Are there any other items that you want to articulate associated with your outline that you'd like to provide on the record to this Mayor and the Council at this time Dr. Howe?"

Dr. Howe stated the following; "I don't think so, I did send the email so you have that and my thoughts on that available to you. I don't think there's any particular piece that I need to repeat here today. I'm certainly available to expound on any of that if there's specific questions in regard to any of the issues I raised there."

Councilor Montoya stated the following; "You know I think I just recognized our Judge back there, our Municipal Judge Mr. Eddie Trujillo, welcome to our chambers and it's nice to see you. I did have Mr. Anaya a question for Mr. Howe, how many plants have you built, how many plants have you been involved with and how successful were you on those plants?"

Mr. Howe stated the following; "So I'm not sure I can give you a number, I've been involved in several. I will say that in my career the first half of my career I was working for an engineering consulting firm and was designing water and wastewater treatment plants. The second half of my career I've been in academia, I've been working at the University of New Mexico and obviously during my

tenure at UNM, I was not designing water treatment plants, I was doing research and teaching. Going back to my early consulting career which was starting in 1986 ending in 1998, I'll give you one example, I was the lead design engineer on a water treatment plant for the City of Tulsa Oklahoma. It was a replacement for a plant that had been built in the 1920s, we were essentially replacing it in the 1990s. It was a hundred million gallon a day plant, the plant we're talking about here is the City of Las Vegas typical capacity of 1.4 or 1.5 million gallons a day plant. So this was a 100 million gallon a day plant, it involved the firm which did the design and then it was a traditional design bid build. There were eight separate construction contracts; the total cost of the plant was \$75 million, for a 100 million gallon a day plant. It was conventional surface water treatment which is the same process as we're talking about here coagulation, fauculation, sedimentation, granular media filtration and disinfection with chlorine so that's probably the best example I can give you of my experience with surface water treatment."

Councilor Montoya stated the following; "Thank you, Mr. Anaya and Mr. Howe, what was the time period on that plant? From planning design to construction to operational."

Mr. Howe stated the following; "It's about 5 years."

Councilor Montoya stated the following; "Thank you, that's all I have."

City Manager Anaya stated the following; "Thank you Mr. Mayor, I guess there's no other questions right now. Mr. Martinez I'd like you to come forward if you would. Mr. Mayor, if I could maybe set the table a little bit relative to the work that the City of Las Vegas has been doing for quite some time associated with the water treatment plant. There has been a lot of work, there has been a lot of discussion associated with the water treatment plant, adjustments were necessary related to what was planned prior to the flood event that happened last year. I wanted to see first Mr. Martinez, if you could speak to that event that occurred at the water treatment plant and how the prior design that was being

considered would have been impacted had that plant been advanced or had it been built. If you could just speak to that first before we talk about concepts on options moving forward.”

Water Director Travis Martinez stated the following; “Mayor and Council, the original concept for the water treatment plant was a totally brand new water treatment plant. Basically on the decision of the City it could be built in different capacities basically on how big water production is, how big the City wanted it. There were estimates from \$75 million to \$85 million, there were estimates that it would take anywhere from 10 water technicians up to 35 water technicians. Basically removing the whole water treatment plant that we have now with the brand new one, it was all one building, two stories it was pretty extravagant.”

City Manager Anaya stated the following; “Mr Mayor, Council and Mr. Martinez, one of the things that we know and you know and you can speak to is that whatever the determination is on what plant we ultimately build and this has been something that that several members of the council have brought up on the record is that we have to be able to you know after the plant is designed, built and operated and then turned over we got to be able to manage it and run it could you speak to that.”

Water Director Martinez stated the following; “Yes, so depending on how the water treatment plant is direction that the City of Las Vegas goes if you want a brand new water treatment or moving forward operations are going to change regardless of what you do. It's dependent on the City for the manpower and the capability of doing it. So moving forward those are big questions that we have to ask ourselves if you get a water treatment plant that's too complicated you're not going to have employees who are going to be able to do it within a certain time frame.”

City Manager Anaya stated the following; “Thank you Mr. Martinez, I think that addresses that point that I wanted it said on the record, so I appreciate it. Mr. Martinez if you could now as conceptual frameworks based on actual work that's

in some discussions, many discussions that have taken place, can you just speak to the two pathways actually three right? The initial pathway is maintenance of the existing facility to sustain water. Speak to those three, starting with maintenance of the facility, to continue to provide water and from your perspective what are the recommendations relative to where we're at and what we need to consider maintenance and plan, design and construction of a facility."

Water Director Martinez stated the following; "Is it okay if I approach and give you guys a documentation that I put together."

City Manager Anaya stated the following; "Yeah, that's fine. I would put forward that the information is not in lieu of an agreement. This is just a framework of possibilities associated with what we could advance either on our own or in partnership with the state of New Mexico. I would say that is that accurate Caleb?"

Water Director Martinez stated the following; "What I put together is just a quick executive summary of pros and cons of a new facility compared to a hybrid upgrade and expansion of what the existing facilities are. First of all, to speak to Mr. Anaya, the City of Las Vegas right now, we are in the middle of upgrading the facility that we have now to contend with in the next couple of years to get our water treatment plant to what the City decides to do. Based on that there have been a lot of upgrades and advancements for the water treatment plant as it is now contending with the water chemistry that we're dealing with and that goes back to basically compliance. Number one, there's a proposal for construction for a new water treatment plant, the overview of this is the City of Las Vegas is at a critical juncture and its water infrastructure development. In light of aging infrastructure, increased regulatory compliance demands, population needs and vulnerabilities exaggerated by recent flooding and climate events. The proposal is to construct a new water treatment plant that has become the focus and strategic planning. This summary outlines benefits, drawbacks and timelines associated with development of new facilities. The pros of building a new water treatment facility, its increased capacity and resiliency supports future population growth,

potential industrial and chemical expansions. It reduces strain on existing infrastructure which currently operates under limited redundancy. Enhances ability to manage extreme weather impacts and natural disasters. Number two, improved water quality and regulatory compliance, incorporates modern treatment technologies ensures long-term compliance with state and federal regulations. Safe Drinking Water Act, surface water rule, operation efficiencies, energy efficient systems with automated reduced long-term operating cost, smart SCADA systems improving monitor control and data collection. Public health and environmental benefits provide consistent high water quality, drinking water, reduces risk of treatment failures and boil water notices and community confidence. Demonstrates long-term commitment to infrastructure integrity and public welfare and also enhances transparency and accountability and public services. The cons of the new water treatment plant are high capital costs, estimated cost for water treatment plant can range anywhere from \$25 million to \$60 million, depending on size, treatment and location. Long-term implementation and time, it can take anywhere from 5 years to 7 years from concept to full operation. Delays in permitting and/or land acquisition can extend the schedule. Complex planning and permitting must address environmental impacts, land use right away and public input. Navigating multiple regulatory agencies that can add time and complexity. Temporary disruption, construction related to disruptions and nearby areas transitions from old to new plants require careful coordination and long-term maintenance responsibilities. New systems require ongoing investment in staff training and system upkeep. Operational budgets must be realigned for new technologies and assets of the life cycle. Estimated timeline for water treatment plant, remember these are all just estimations, number one the phase the preliminary planning can be anywhere from 6 to 12 months, needs assessments, stakeholder inputs, funding strategies, site selections, you have design and engineering that could be anywhere from 12 to 18 months. Full facility design, environmental studies, permitting, procurement and bidding processes, 6 to 9 months. Bid selection, contractor selection, you have your construction, 24 to 30 months. You have site prep building, installation of systems, testing and then you have 3 to 6 months with the commissioning. Operator training, performance testing and regulatory approval. The total

timeline, pending if the process was smooth, can be anywhere from 4 to 6 years, turn key completion. That's if everything is smooth, if not like I said before anywhere from 5 to 7 years. In conclusion, while the financial and time investments are considerable, the long-term benefit of a modern resilient and efficient water treatment plant far outweighs the drawbacks. The City of Las Vegas must consider both the urgent need for infrastructure modernization and the strategic advances this facility will provide, ensuring safe, reliable water for generations to come."

City Manager Anaya stated the following; "If you could stop right there Mr. Martinez, what I'd like to do and I think he noted several times, those are all estimates based on background experience and on what you've seen and viewed relative to not just ours but other treatment plants. Before you get into the next piece, Dr. Howe, if you could just speak to a new plant and maybe add feedback associated with what Mr. Martinez just presented."

Dr. Howe stated the following; "Yes, thank you Mr. City Manager, so let me just expound a little bit on the number of the items that Travis brought up. First of all this also I think addresses the issue that the criticisms that have come from some members of the community about nothing being done. Right? So starting off immediately after the 2022 fire, the previous Utility Manager commissioned a number of preliminary engineering reports for new facilities to address the effects of the wildfire. That included four preliminary engineering reports, on four different projects. One was a pre-treatment facility that would be located at the Gallinas River diversion, there was a second pre-treatment facility that was to be located at Storrie Lake, the third was a new water treatment plant and the fourth was a project called Agua Pura, which is basically upgrading the municipal wastewater treatment plant with advanced treatment technology which could then be used for introducing highly purified municipal wastewater back into the raw water system. Basically water from that plant would be reintroduced back into Bradner and Peterson reservoirs. The number that was floated in terms of number of operators, I believe was based on all four of those projects and a significant number that was associated with the Agua Pura project because of that highly

advanced water purification facility treatment that is essentially built on top of taking treated wastewater and treating it more, that takes a significant number of operators. Those were all done and drafts of those were completed in spring of 2024, when I was brought on in summer of 2024, one of the things that I was tasked with was reviewing those preliminary engineering reports and evaluating whether they are the right projects, for the long-term resiliency of the water system. I have finished a report that was prepared for the Sulzer Group and it went to Deborah Sulzer and also to the previous City Manager. I don't know if you've had a chance to see it yet. Where I reviewed all four of those projects not only in light of their original objectives but in light of the additional challenges that the water system had in summer of 2024 and I have recommendations to change that plan. Specifically the idea was the two pre-treatment facilities at Gallinas River and Storrie Lake would essentially reduce the turbidity from those sources and put low turbidity water into the reservoirs and then the treatment plant would only need to treat low turbidity water. The preliminary engineering report for the new water plant was based on water quality evaluation where the number that they used for the maximum turbidity of the new water plant was 49 NTU. That was based on the assumption that those reservoirs would only have essentially low turbidity water in them. What we know from the storm event of June 2024, was that the reservoirs were impacted by overland flow and they had high turbidity water in them, that would not have been prevented by the pre-treatment facilities. So in essence it wasn't necessary to change the path forward because the original path forward would not have addressed all of the city's water challenges. So in this report, I've got recommendations for not building the two pre-treatment facilities and revising the design of the new water treatment plant, so that it can treat high turbidity water by itself. So it's not dependent on having low turbidity in the city's reservoir, so that it can handle whatever it needs to handle. Those are significant changes, the preliminary engineering report on the new treatment plant actually recommended a smaller capacity plant than what you currently have. So Travis mentioned growth of facilities for future population growth, if we go with the original preliminary engineering report that was done, it was actually going to be a smaller plant than what you have now. I would recommend that you keep the capacity at least what

it is now. Travis mentioned time frames and I think those are legitimate time frames based on a traditional project delivery approach. So if we hire an engineering firm for design, do 100% complete design, 12 to 18 months I think you said for that. That sounds about right to me, 3 to 6 months for bidding, construction you said 24 to 30 months. I think those are all reasonable numbers so then the question becomes how do you accelerate that to a year and a half? One of the ways that this and you asked the question about how long it took the project that I did and it was in the neighborhood of 5 years. It was that traditional design bid build approach, so there are project delivery approaches that can accelerate the timeline. One of the things that's used these days is called design build where you hire a joint venture of a design engineer and a construction company that do design and construction simultaneously. It increases the complexity of the process but one of the things that it does is accelerate the schedule. So for instance you don't have to wait to get 100% design and then it takes 3 to 6 months for bidding and then start construction. What you can do is say get 30% or 50% into design, you know where all the buildings are going to be, you know where the pipe yard, pipe layout is. The contractor can start doing site work for instance. In the email I sent last Thursday I mentioned long lead items, with today's supply chain problems, long lead items are one of the things that's going to drag out the construction schedule. Those things can be identified early in the design and say you know what it's going to take a year to get electrical switch gear. We know how much power we need, we can order that halfway through design as opposed to waiting essentially another year before you even order the equipment. So all of that to say there are ways to accelerate the schedule by what procurement method you're going to use and whether or not you can identify and order some of those key pieces of equipment that are going to delay the project. These are the kinds of things I think would need to be discussed with the state as you enter into this agreement, to make sure that everyone is on board with essentially the right strategies for accelerating the schedule."

City Manager Anaya stated the following; "I think what I'd like to do now is Travis you can go on to your second piece and then after you do your second piece I'll let Dr. Howe respond again."

Water Director Martinez stated the following; "Just to continue on what Carrie had said, I had also recommended the same bid build process as well. This next executive summary, it's called a hybrid upgrade and expansion of existing water treatment facility. The overview is a hybrid upgrade and expansion of its existing water treatment plant to address critical aging infrastructure, improve water quality reliability and meet regulatory compliance standards. This approach includes both modernization of current systems and addition of new facilities such as filter buildings and upgrades to clearwell to extend the plants life and build resilience into the system. The pros of this approach is number one, the cost-effective investment, less expensive than building a completely new facility while still achieving substantial improvements, critical new infrastructure, can add new filter buildings and upgrades to clearwell key components, currently in structural decline. Number three improved water quality compliance, incorporates updated treatment technologies and control systems to meet Safe Drinking Water Act and NMED standards. Number four operational continuity keeps the plant in service during upgrades avoiding major service disruptions, leverages existing infrastructure, and retains viable assets like piping intake structures inside utilities. Number six faster implementation, shorter permitting and design cycles. The cons are limited expansion capacity, physical restraints at the current site may restrict future growth beyond the project construction complexity, working around operations can increase scheduling and safety risks, hidden infrastructure risks, potential of unexpected problems during construction. Estimated project timeline is a preliminary assessment 3 to 6 months, design and engineering anywhere from 9 to 12 months, procurements and bidding 4 to 6 months, construction if phased out anywhere from 18 to 24 months and commissioning turnover 2 to 4 months. Approximately anywhere from 3 to 4 years, the conclusion of this is the hybrid upgrade expansion strategy offers the City of Las Vegas a pragmatic and physically responsible pathway to modernizing its aging water treatment infrastructure. While addressing immediate system vulnerabilities by combining strategic

upgrades and targeted with new construction the city can secure water quality, improve system reliability and build resilience without the full cost and timelines of new facilities.”

City Manager Anaya stated the following; “Thank you Mr. Martinez, Dr. Howe?”

Dr. Howe stated the following; “Thank you Mr. Mayor, Councilors so I haven't seen that approach yet so I can't comment, tremendous amount of detail. There are, I think, a number of issues that Travis brought up, for instance the complexity of keeping existing facilities running while you're building new facilities. I would argue that the challenges are the same regardless of whether you're building new facilities on the plant site or upgrading existing facilities on that plant site. That's part of what the engineering and construction team will do and this happens I'll say at almost every water treatment plant in the country. It's unusual to build what's called a Greenfield water treatment plant, where we're just going to build a new plant on a new site and we don't have to worry about working around the old plant. That's what the engineers who design water plants and the contractors who build water plants, that's what they do. They know how to build around existing facilities and keep the existing facilities 100% functional during construction. I would argue that it's the same either way. I think what Travis pointed out is some of the facilities definitely need to be new. For instance filter building is going to be new whatever approach you take. I think the question then becomes which facilities that are currently on the site can be upgraded and used in the existing plant. I will say that I did also look at that and in the report, I think the two buildings, that I think could be incorporated into the new plant are, the raw water pump station could be upgraded and used and the flocculation clarification structure is probably I would recommend and in here I recommend you upgrades in terms of what type of flocculators, what types of tube settlers, etc, but the concrete structure would be reasonable. In my opinion every other portion of that plant specifically, the filter building and the clearwell building need to be replaced. I think in terms of which of those two paths, I think you want to have an environmental engineering company help evaluate those two options and I think that it could be done as part of the next steps. I mean you've got this report, the

next step is to have the city's project manager, the Sulzer Group essentially take the project forward. They would need engineering support to help make the next steps. The next step would be, they would engage what's called an owner's advisor as part of their team. One of the questions that could be put forth is what's to flesh out Travis's memo here of advantages and disadvantages. How would you go forth deciding whether or not to reuse the raw water pump station and the flocculation clarifier building? You could evaluate the costs and the construction complexity of whether or not you use those two structures in the new plant. I think that all needs to be done by an engineering team, again going back to the design build approach and accelerating the schedule. You know it is certainly possible that the project management team, the Sulzer Group with engineering support, could lay out project requirements and you could actually leave that decision up to the design build team. Now you actually have a contractor on board who builds plants and he can say well we're going to have problems with this pipe and it's going to be really hard to build around this raw water pipe and we should do this instead. The earlier you engage the construction experts, the easier it is to make those decisions and have accurate ideas of the cost and schedule implication of those decisions. I mean we in terms of the City and consultants like me can make our best guess and our estimates. I think this should take 6 months but you get a contractor on board and they'll be very specific about what can and can't be done, how much it's going to cost and how fast they can do it."

City Manager Anaya stated the following; "Thank you Dr. Howe, thank you Mr. Martinez. I think I'm going to make a couple comments and then I'm going to defer to the Council and the Mayor. I went through this exercise Mr. Mayor and Council to convey to the Council and the Mayor of many things that you may have already known but maybe there's some things that you didn't know. So I thought it was important to convey that information back to you, the Mayor and Council as well as the public. I think Councilor Casey noted and I think all Councilors have noted, perception and questioning and a lot of a microscope if you will over the City of Las Vegas as to what's been done and what was implied or assumed not done. I wanted to provide the framework that in fact there is much that has been

done on the staff side of the equation as well as the contract support side of the equation. To advance a project forward, to have a plant that's viable that provides clean water for years to come. What I'm going to speak to now is my own specific experience with plan, design, build, construct. Some years back I was employed with the state of New Mexico with the Department of Transportation and I saw one of the largest if not the largest construction project or one of the largest built in the state of New Mexico through the same concept and was part of the process of watching it and assisting it to completion was the governor's Rail Runner project. I had never seen the magnitude of how fast something could be mobilized and ultimately completed, not with the independent expertise which is high functioning and high level at the state of New Mexico. I would put my colleagues at the time at the Department of Transportation alongside any department of Transportation in the state of New Mexico it was one of the best experiences that I had in a governmental state entity was watching that entity function and build roads basically bridges, drainageways, arterials, main thruways, mass transportation, buses and transit, the whole nine yards. I did see with my own eyes and was part of the process of watching the state not on their own but engaging experts in that field to bring to bear a rail runner project that was basically built on the fly. I can't say it any other way, I can remember going to San Felipe, the old outlet malls and they had a set up there that I'll never forget that had experts from around the country and I think maybe even a few from out of the country that on the fly got the project built. I watched it and it wasn't you plan, you prepare your documentation, you do your RFPs, you sit back, you do the advertising, you put it out to bid, you sit around and ring your hands and wait. It was every single day all hands on deck, internal players with the Department of Transportation, contract support from within the state of New Mexico and out of the state of New Mexico and it got done. So I had a few questions this morning in my own mind, as to what are you going to recommend Mr. Anaya? Robert, what are you going to do? I asked a few of the clarifying questions I had my staff that are sitting in here that went and helped dot a few I's and cross some T's. I said to myself after I got that information, would a relationship with the state of New Mexico through the governor's support help expedite a project? The answer to that question, I will tell you unequivocally is yes, it would. Are there ifs associated

with that particular item I just stated absolutely there are. Do I think in the mechanism of this agreement that we have a component that we can ultimately hold accountable right cuz ultimately it's not providing an agreement that the Council would provide in walking away. We've worked with our legal and that was a big question that I had and I asked our attorney this morning Mr. Zamora. I said, Geno, do we have in the agreement what I need and what we need as a City to assure that we're at the table. The answer that I got was yes we do. We made the amendments that we needed, we didn't have the language as crisp as we wanted it but it's in the agreement. I said what's the protection that I have as the manager that's going to carry out the operation in partnership with people sitting at this table internal and external. What is the assurance that I have that and he said well you have the working group, that you're going to be at on the regular basis and ultimately he called it to my attention I had already written it down in my book. The primary piece and I'll look at each of you individually. The primary piece that you have as a Mayor and Council is that termination clauses and the amendment clause, two clauses in the agreement that provide that support. If there's other agreements I already said earlier I want to recess and go ask that we have those if they absolutely need to be in here, I will do that. I work for you. I work for you the Mayor and the council but can I sit here in good faith and say is this a worthy venture to take a leap of faith, I will say yes. I will say yes but we have provisions in here that will help us remain at the table to work through the matters that we have to deal with and if they don't I will be the first one back here to say they're not upholding what they said they would uphold and I would recommend we terminate the agreement. I won't be afraid to do that and I won't be scared to do that and if I could there's one individual if I could Mayor before we go before I turn it back over if I could. Mr. Marquez you were in the room with us when we started the process and I want you to articulate it wasn't a pleasant process when we started but speak to what your involvement was in the process and provide comments on the record to the Mayor and the governing body associated with what transpired the first day and then how it's evolved to where we are today."

Community Development Director Lucas Marquez stated the following; "Mayor, Council, so we did attend that meeting that the Mayor set up with the governor,

which was again supposed to be just a meeting between us three and a couple of constituents that the governor had. As we walked into the round table room, we were kind of shell shocked to say the least. We had 13 different people in there including Cabinet Secretaries and also legal staff that were in there. To just put it straight forward we got a chance to just get to know each other, shook each other's hands and introduced ourselves. The next comment was: Here's an MOU that the governor has set in place for you guys and we need you guys to make a decision at this table right now and no later than 5:00 today. The Mayor did stand up and say you know I'm not capable of doing that you know I need my Council to agree to this MOU. It turned into an area where we were told that if we didn't sign it there would be other alternatives they would use to make us come into compliance with what they were wanting to do. At that point Mr. Anaya engaged and talked to the staff that were on hand and in front of everybody. He let them know he saw where they were coming from and he stepped back and pointed a couple of fingers at Mr. Diego the Cabinet Secretary I believe for the governor and asked him for 2 minutes. They pulled us into another small conference room and from there the negotiations began. Mr. Anaya pretty much put it on the table that the City needs to be involved in everything that's going to be discussed with this MOU. From there he came back with some different parts of it and we stepped away, went to one of our attorneys, spoke with him, got some things out on paper and from there we came back over here. The next day we had the new MOU with some new provisions put on there and it continued to a back and forth conversation between us and our attorney and the state and then we wound up with the final draft where we stand today and that's the logistics. It was a very uncomfortable feeling though I'll be honest with you guys it was pretty rough to walk in there and see so many people against just us three. We took no City attorneys, we took no other staff, it was just myself, the Mayor and Mr. Anaya. Me experiencing this, is the second time I get to be in that room but that experience that day was pretty rough and I know Mr. Anaya saw it but he came up to me and said don't worry, we'll take care of this, we're going to be okay. We went in there and he held his ground so one thing I say is the City has appointed a fighter for the City so that's one thing for sure, he stood his ground against a lot of people over there that day."

Mayor Romero stated the following; "Discussion, Council?"

Councilor Montoya stated the following; "I saved my comments for this time during the council meeting and I hope I can start and finish my comments. Mr. Anaya, I thought you were going to say I-25, that was a hell of a big project also that Richardson in those days worked out but I remember being in the mingle of that conversation on the roadrunner and they didn't know where they were going to run it through cuz they had to buy a lot of property. I said why would be, at that time I worked for the New Mexico DOT and I said why would you be wanting to buy property and you have the property. I said, What do you mean Interstate I-25? So the only property really that they put a lot of money into was the native properties but that was a great and still is a great kind of transportation for the New Mexico department of Transportation. There's been other projects throughout the whole state that the governor, different governors have supported and the legislature has supported but you know and I'm sorry some people might say that politics isn't involved in all this. I mean politics is involved in everybody's kitchen table but let's not forget that the election is coming around in November and all faces here might not be here January 1, 2026 and here we go again inventing the wheel, starting all over again. Let us not forget that the legislature with the support of the governor, Senator Pete Campos, Representative Ambrose Castellano, Representative Joseph Sanchez and of course myself lobbied and I think what's her name, Ellie was at the center of that table lobbying for the Senate Bill 6, \$100 million dollars in loans for communities that were affected with the fires for immediate use of those funds. Which Las Vegas took advantage of by acquiring the \$20 million or \$21, you know I'd like to assure the citizens of Las Vegas by saying that the governor and all her 21 of her department secretaries were the first ones in Las Vegas in support after the fires and floods occurred. At that time she said she would hold the federal government accountable and I believe she still feels that way, that's her job as governor. I'll take it one step further, the City as well as the state have attorneys on contract that we haven't used. If accountability is not met in a timely manner those are still available to us and the governor will not be afraid to use them. They have the funding to support

that, I see it that the state is our big brother, our big sister for all New Mexico communities. They are there to support us, encourage, assist during disasters and ensure our communities are safe to live in. As per our community, public perception, away from not being transparent, our track record shows otherwise. Having gone through two Mayors, in two terms in two administrations, having gone through three councilman positions opened, vacant and filled. Having gone through three City Managers in 4 years, three City Managers, one City Attorney which is still vacant in the last 2 years, two administration positions, two Police Chiefs, two Finance Directors, Two Economic Development Directors, two Senior Citizens Directors, one Utilities Director, one HR Director, one Public Works Director, two Recreation Directors, two Librarians and one or two Museum Directors. That path does not show me accountability nor stability and that's what it shows to our citizens of Las Vegas. The state can control the regulation and the permitting, if they permit themselves so be it, whatever has to happen needs to happen but we need that plant built. Not yesterday, not last year but tomorrow. The governor says a year and a half, I doubt it, you're the expert here that we have, that we're paying for, you know it's kind of impossible. I think she meant that she can get it done faster so either way she can jump hoops and get it done in a timely manner. Yeah I have plenty of concerns, Who's going to be responsible for the quality of water from this point on? If the state wants to be accountable on the quality of water for Las Vegas til the plant is built, let have it, why not? The City has spent at least \$7 million with \$0 in return, still waiting. Why not have the state build it and run it for a year after it's been built? That way all the bugs are out and we know that it's working and that's our assurance that they've done a good job. Visible, yes, Mr. Anaya says this is an outline that has been established on this agreement, modifications have and will need to be amended on this as we go along on this project. It's a must, there's going to be areas that aren't covered here, that we still have to work on with the state as long as we're in a partnership and they're responsible for it, the water quality and so forth. I mean we have our input and we say we want storage tanks, we want this, we want that, we need this, we want that, we have our input. It's a working hand in hand situation, I would say, the road that I don't want to go is that I don't want to spend unnecessary taxpayer dollars in additional legal fees. I think the City of Las Vegas is

already overwhelmed with legal fees. We've already spent millions of dollars, the City of Las Vegas, in our water system, in our Taylor Wells, in the infrastructure of our system, on storage, acquiring water rights, lawsuits and this and the other. So I hear you Mr. Anaya and I thank you for what you have done, for communicating in the best interest of the City of Las Vegas, I'm going to say. I know these things are hard, I know I felt like I was being left out on a little bit of stuff here and there but I understand the way things work but I am you know, I'll be the first one to say that I am in favor of this state taking over. We had the Mayor sign an MOU agreement with FEMA back in October of last year, was it October of last year. I mean that the rightful thing we did, is that this governing body invested that money, we didn't just put it under a rock. We invested some monies and now we have \$13 million or \$3 million additional to spend or the state does whichever. I still say that the FEMA money is one pocket, the SB6 money was another pocket and we should have been gaining interest on the Senate Bill 6, a portion of it which to my calculation would have meant \$680,000. Either way I think they're willing to help us, they have the manpower I would say versus what municipality, what business, what state, isn't lacking labors. We've been lacking, we've had 50 vacancies in the last year throughout the year. Call it savings, call it whatever you want, but it's everywhere you go. If the money is there and you attract the people that need to do this kind of line at work, it will get done. The same way that the mayor brought in 56 trucks or how many trucks? 76 trucks of water to Las Vegas, the money was there, they brought it in."

Mayor Romero stated the following; "It wasn't me that brought them in."

Councilor Montoya stated the following; "Well, you're in charge of the emergency crisis at that time. The thing is that this needs to get done, people don't trust us, we might not be here, there's a lot of questions, a lot of unanswered things. Maybe three or four more new faces will be here, I don't know, who knows but to start reinventing the wheel again and this and the other, the losers will be our community. Our community will be the ones to lose on this deal and they have nothing but to gain and there's the organizations and there's groups and there's people that have already reached out to the governors and requested that the

state take over and I think that's probably one of her big pushes on this, other than we haven't spent the money. I've been saying we have money, let's spend it but nevertheless that's neither here nor there. I support this Mr. Anaya and if there's no other discussion Mr. Mayor I would be willing to make a motion."

Mayor Romero stated the following; "Is there any more discussion?"

Councilor Martinez stated the following; "You know what, I'm also looking at this with a fine tooth comb and trying to understand all the holes in it, all the loopholes in it. You know one of the things that we did discuss which was just currently brought up by Mr. Howe was the Agua Pura system you just mentioned. I would hate for us to give the reins over to the state of New Mexico and then find out this is what you're going to get. When we already discussed that we're not going to, we don't want that. The City of Las Vegas didn't want you know, that kind of a system in place even though that might have been what a previous Utility Director was doing for the community. That was never discussed by Mayor and Council at any point and I wouldn't want to be handed down something that somebody else developed and we're getting forced you know at the table to take you know."

City Manager Anaya stated the following; "Mr. Mayor, Councilman Martinez, I would tell you this respectfully based on what is in the agreement. We have a set of reins that say, they're rein if we provide approval on this agreement would be a thicker rein but we would still have our hand on the reins. If Mr. Mayor, Councilman Martinez, that wasn't reality when we go into the organizational meetings for the joint working group which is listed in the agreement it's explicit in here, we shall work on a joint working group collectively as we go to this process. I would just say that Mr. Mayor, Councilman Martinez, if you would have support the agreement and that does not happen, if we for example, would go to the joint working group meetings and articulate items much of which has been articulated today by Mr. Martinez and Dr. Howe and the feedback was we're not going to do that or we're not going to take those into consideration, I'll be here at the next meeting. I won't wait months for this to evolve and the process to evolve

I'll be here at the next meeting and say Mr. Mayor, members of the Council, they didn't uphold the root piece at the very beginning. Mr. Mayor, Councilman Martinez and the full Council, I promise that I'm committed to that and I'll have my staff hold me accountable to that everyday. So if that doesn't happen, I'll be right back here saying to you, we need to get out of the agreement. I mean that's the only way I can put it."

Councilor Martinez stated the following; "Thank you City Manager, in light of what you know Councilman Montoya mentioned there, we have an opportunity to move forward with something also. I mean we're playing on two sides of the field, it's very difficult but it would be crazy for the City, for us to represent the City and not get an entire piece done. Not pieces of a water treatment project done, who wants pieces of something done? I don't agree with, well we need to keep this, we need to keep that. There's \$98 million at stake and it needs to be done appropriately. If it's going to be done it needs to be done from A to Z and we shouldn't have to be worried about where we're going to save money for the state of New Mexico or anybody else for that matter or even the City of Las Vegas. We're not interested in that, we want to make sure that we have a piece that's 100% complete and we're not altering that by any means. I just can't see us getting into an agreement with the state of New Mexico if we don't do it completely, full force 100%. I know the timeline, according to Dr. Howe, is it feasible for us to have a year and a half, can it be done? I don't know, I have no knowledge of that. I can tell you what other things might be taken, what other things might work but that's a big project and there's a lot that goes into it. Again Councilor Montoya, you know yourself you talked about the Rail Runner, yeah it was brought to light in a very short period of time. I want to reassure the people, the public of our community, that if we're going to go into this agreement that we're going to get a product that's complete and not pieced. You know one of the other questions I kind of fell back into was the \$98 million if I'm correct, it's not only for the water treatment plant, even the agreement says water treatment plant. It talks about our water distribution, our water, our wastewater treatment plant as well."

City Manager Anaya stated the following; "If I could Mr. Mayor, I think if I could speak to that specifically, I think that's a very important piece of the equation. One of the things that we did intentionally and methodically from the beginning from the minute we got the agreement to the process of getting here today was delineate that the assistance we are seeking from the state is focused and centered on the temporary and permanent water treatment facility. The other pieces you note are correct, you're absolutely right. Those pieces that are connected to distribution, that are connected to our reservoirs, that are connected to potentially water meters and other facets of the system, thanks to the efforts of this City Council and governing body from the Mayor and the whole Council, you were able to get amendments to afford us the ability to use the \$98 million, not just for the plant but also for the system. We have the capacity and we've said that from the beginning to carry out the projects that aren't going to be directly related to the plant. We're going to be at the table as we work with the state and yes they're going to have the lead role but we're going to be side-by-side in the development of what that will look like and what the plant will look like and I would agree 100% with you complete but on the other side of the equation we're going to still have the ability to perform the functions we need to do connected to the system. So we decoupled the water treatment plant, temporary and permanent from the rest and that's an important point. So I'm glad you brought it up cuz it's important that I articulate that on the record. Mr. Martinez, had something he wanted to add if he could, is that okay Councilor.

Water Director Martinez stated the following; "I wanted to add to the statement that Mr. Montoya had made it also with you guys, as far as utilities goes and working with Mr. Howe, the City of Las Vegas had these four projects and I'm not sure if you guys were aware of the workload that had already been taking place prior to what each project does to how they facilitate and how they work with each other. Now coming down to the flood that we had in June and Mr. Howe came in, he's been working on those projects to see if there are benefit to the City. I'm just saying were you guys aware of the projects that were taking place to begin with? When I was brought in, as each of you know me, I'm all about efficiency. Are they going to work? Are they going to benefit the City? Do we need

them? Do we not? I wasn't aware of the projects until I came on as Project Manager. Before I was not preview to those projects, I couldn't tell. So coming to you guys today and we've been working on upgrading our system to get us to the new system. That's a major thing that we've had to do because of the challenges we've had since the flooding and then the arctic blast and so on and so forth that the treatment plant has been doing. Now coming forward to you guys today with something like this Mr. Howe, did his evaluation and based on that evaluation, will tell you the best way that the City can go but it's documentation for you guys to go off of. Now we keep saying you know the state the state the state, Mr. Anaya is right, you know going with the state and working with them will help advance the project, why? Like I said earlier in both of them you're going to require permitting no matter what you do. It doesn't matter and who's in charge of the permitting? The state, now everybody wants to know, Are we going to be at the table? Where are we going to be? It's our system regardless of the fact, we drink the water here, all of us and they don't know our system. The Drinking Water Bureau knows a lot but they don't know the operations day in and day out, the way that we do. As far as going, maybe Carrie can speak a little bit to this but once the project is done it belongs to the City no matter what."

Councilor Martinez stated the following; "I mean I just kind of wanted to touch on that, you know I don't want to, I'm in favor of a lot of things. You know naturally I'm in favor of this and I can see some good coming out of it but there's holes in it. Whether we signed this agreement today or not it's going to be holes in it, there's going to be what ifs and we're going to be well that's your part, that's not our part. We're going to have to work through those things and everybody here knows that but I don't want to forget the people that helped us get here either okay. Dr. Howe and Deb, you know you guys have been a big part of where we're at today and I just do want to make certain that we have these experts on our side helping us moving forward okay. I would feel comfortable with it, you guys are more experts than I'll ever be in that field. I think it's a win for the community if we you know finally get something started and ended and hopefully within a timely basis."

Water Director Martinez stated the following; "In all reality, the thing about this and my preference to this is, it it does take time, this is a big undertaking but something for me is, I want (we) want, well me and my staff want something that's going to last for years to come. We don't want to just jump into something and say oh okay this is what the expert saying this is what we're going to do. We've gone multiple rounds, me and Carrie on what should be done ,what it takes, you know he is the expert we're operations. I have 10 more years left to retire, I want my son to drink better water than I got. So you know it's something that we want for the next 30 to 40 years to where the next generation comes in and they don't have to worry about the situation that we're going through. So in order to spend all this money we want to go the right way and do it right the first time. Not have to come back and do it again or something happens that we missed or anything like that, so as far as it goes, everything is being done by the experts and which way we should go."

Councilor Martinez stated the following; "I really don't want to be dependent on consultants after that water treatment plant is built. We don't want to be in the position where we're having to pay for people to come and train us for another 20 years. We don't need that, we need to have our own people qualified to be able to run it after we receive it and it's just there's a lot to it and everybody knows what we're talking about. Everybody here understands where we're at, we just need to make the best choice for our community moving forward."

Mayor Romero stated the following; "I just wanted to make one comment and I'll let Councilor Casey and then we'll just move on to action. My comments here, I just want to clear up a few things and it's very clear in this MOU. This is not a takeover, this MOU is an agreement working together or working partnership with the state of New Mexico. This isn't a takeover, the \$98 million will still be in the City's coffers. There will be a disbursement basis on any consultants or any expertise that the City brings and of course the biggest part that we keep talking about is this joint effort. So I just want to make that clear that this MOU is a joint partnership and not a takeover and this is something that you know in our City Managers working and the staff, legal and the back and forth, it's been transpiring

for about 2 weeks now you know a lot of work has been done. I know as we move forward, it's just going to be a partnership and not a takeover."

Councilor Casey stated the following; "Thank you Mr. Mayor, I hope I don't offend anyone but I have some real concerns about the agreement. I think everybody knows that already but I don't appreciate trying to be swayed by anyone, how I should vote and each Councilor has their own opinion, which is fine. We all vote according to what we believe and what we think as individuals who represent the City how we think would be the best way to go for the community. There's a lot of times that we haven't agreed on anything, sometimes we've had to table things because we couldn't come to an agreement but those decisions are up to the Council. Not even the mayor sways on how we vote and so I think it's very important for everyone to know that we have already read the information, we've asked questions on it, if there's something we don't understand we ask, if we need more information on something we ask but I personally do not appreciate trying to be swayed one way or the other because I am the one that gets to cast that vote and I vote the way I believe is the best thing to do for the City and although I may be outvoted at least I had the opportunity to speak and think on my own. I think that that is very very important for all of us to keep in mind. If Council Montoya says something that I like, if he changes my mind, it's like oh well I hadn't thought about that or if Councilor Martinez makes a comment that I think is you know beneficial or something that I can live with, agree to, same thing with Councilor Ulibarri but I'm still the one who's going to cast that vote one way or the other. So I just wanted to make that very clear and to let people know that I will vote with what I think is best for the City and whatever the outcome is, is the outcome and I will go with it however it goes. However I just want people to know that I think for myself and I am not easily swayed, you have to be very very convincing to me that this is the very very best thing that can happen and I have several concerns not only about the agreement itself but how it will actually come to fruition in the future if we agree to you know agree to the agreement with the state and I just hope that in the future I don't have to come back and say I told you so because I've done that before with other issues that we have voted on and I've had to come back and say you know I may be the sole vote on something but I'm

very careful about what I read and how I think about things and the questions that I ask. So whatever I say or do that is my personal belief and that is how I will cast my vote today thank you Mr. Mayor.”

Mayor Romero stated the following; “At this time Is there any action on this item?”

Councilor Montoya stated the following; “I would like to point out a couple of things, I base my decisions on my research, my involvement, my knowledge and my experience and my little education. Lastly I just want to thank the office of Ben Ray Lujan for assisting us in Washington for these efforts, for this FEMA funding. With that Mr, Mayor, it's in the best interest I believe all parties involved and our citizens and our community and I move to approve the approval of the state of New Mexico intergovernmental agreement with the City of Las Vegas thank you Mr. Mayor.”

Mayor Romero stated the following; “I have a motion by Councilman Montoya, do I have a second? Second by Councilman Ulibarri.”

Councilor Montoya made a motion to approve the state of New Mexico intergovernmental agreement with the city of Las Vegas. Councilor Ulibarri seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael L. Montoya	Yes
Barbara Casey	No	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

City Manager Anaya stated the following; “Mr. Mayor, if I could, I think one of the things that I said previously is that the working group is going to be essential to moving forward and so I will work collaboratively with yourself in the whole Council and staff to assemble recommendations associated with that working

group and engage in the work at hand to begin the process of carrying out the functions listed in the agreement.”

Councilor Montoya stated the following; “Mr. Anaya, Mayor and Council, I do have one last request, you know this is a big thing for our City of Las Vegas and our citizens, Mayor and Council, our staff, everyone. I would ask, that to send out an invitation letter to the governor and her staff, to Senator Ben Ray Lujan, to Pete Campos our Senator, to everybody that has been involved in this project, our staff. I would request that you send a letter to the governor invite her back to Las Vegas and let's do a big thing about this and let's show the collaborative efforts that we are doing between the city and the state and let's get a big photo of our consultants, our city staff, our representative, Senators, everyone Mayor and Council, get them in one day and have a big deal about it. This is monumental, I don't think the state has ever I don't know gotten an agreement like this, an agreement with any municipality, town or community of this magnitude. So I ask if that can happen, I mean it would be really nice.”

Mayor Romero stated the following; “That was already part of the discussion if it did get approved.”

City Manager Anaya stated the following; “I would defer to the Mayor that it had articulated that very thing so I would defer to you Mayor on the contact and the communication to help us. Let us know what I need to do to help.”

Mayor Romero stated the following; “The discussion was depending on how it went one way or another, moving forward and making sure that we do work together.”

ADJOURN

Mayor Romero stated the following; “Motion to adjourn?”

Councilor Montoya made a motion to adjourn. Councilor Ulibarri seconded the motion.

Meeting adjourned at 12:23 PM.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: July 16, 2025

Date Submitted: July 2, 2025

Department: Community Services

Item/Topic: Request to approve a continued MOU between the City of Las Vegas and the Village of Pecos for FY26. The primary purpose of the MOU is for the City of Las Vegas to operate and provide Senior Center Services out of the Pecos Senior Center Building. This MOU outlines the responsibilities of both the City of Las Vegas and the Village of Pecos.

Fiscal Impact: The Village of Pecos will pay \$30,000 to the City of Las Vegas to provide Senior Services. This revenue has been included in the FY26 budget.


Attachments: The MOU between the City of Las Vegas and the Village of Pecos FY26

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

Approved For Submittal By:



Department Director



Finance Director



Robert A. Anaya, City Manager

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LAS VEGAS
AND
THE VILLAGE OF PECOS**

This Memorandum of Understanding (MOU) is made between CITY OF LAS VEGAS and VILLAGE OF PECOS. The Parties intend by this MOU to establish a mutually beneficial working relationship. The MOU addresses the relationship, roles and responsibilities of the parties in carrying out this MOU.

PURPOSE:

The primary purpose of this MOU is for the City of Las Vegas to operate and provide Senior Center services out of the Pecos Senior Center building. The Pecos Senior Center is owned by the Village of Pecos. The period of utilization will be upon the execution of the approval of the MOU by both parties from July 1, 2025, through June 30, 2026.

ROLES AND RESPONSIBILITIES:

The parties intend to undertake the following roles and responsibilities pursuant to this MOU:

1. City of Las Vegas will pay the Village of Pecos a facility use fee of zero (\$0.00) dollars per month.
2. City of Las Vegas will pay costs for food permit, utilities, water, electricity, propane, trash, telephone, and internet (if available).
3. City of Las Vegas shall provide various activities, events, congregate meals, home-delivered meals and transportation services.
4. The Village of Pecos or designee shall have final authority over the use of the facility during those times when the Senior Citizen Center is not in operation, as spelled out in paragraph number eight (8).
5. Village of Pecos shall be responsible for the upkeep of the facility (including yearly fire Marshall Inspections, yearly fire extinguisher tags, Pest Control, and bi-annual hood suppression inspections), building, parking and area maintenance and any and all capital improvements, if funding is available. This includes immediate clearing of the parking lot of snow or hail, regular clearing of walking

paths of ice; trimming plants and cutting grass and weeds; painting the exterior and interior of the property; repairing all Village-owned equipment, including but not limited to heating systems, cooling systems, walk-in refrigerator and freezer.

6. City of Las Vegas shall be responsible for personnel management for all Pecos Senior Center employees. Any and all employees shall be treated as and considered City of Las Vegas employees. Any direction and control of the employees shall be reserved to the Senior Citizen Manager/Community Services Director or a City-designated person. The City of Las Vegas shall offer fair and equal opportunity to those citizens of Pecos when employment opportunities exist at the Senior Citizens Center.
7. Any non-employees or volunteers shall be approved by the City of Las Vegas prior to beginning any assigned duties or responsibilities. City of Las Vegas policies and procedures control their working environment and activities.
8. The Pecos Senior Center schedule of operation is Monday through Friday from 7:30 a.m. to 3:30 pm, except City holidays (note: off hours will be coordinated with the Village of Pecos), staffing permitting. Use by the Village of Pecos or its designees of the Senior Center shall not interfere with the primary use by the City of Las Vegas.
9. Any daily schedule changes requested by the City of Las Vegas or the Village of Pecos will be coordinated and determined by the Senior Center Manager/Community Services Director or a designee for the City of Las Vegas.
10. City of Las Vegas is awarded a Grant for reimbursement on costs through the Non-Metro Area Agency on Aging. It is anticipated that the reimbursement will be less than the actual cost of providing service to the Senior Citizen Center. The Village of Pecos shall pay The City of Las Vegas an amount not to exceed thirty thousand dollars and no cents (\$30,000) for management of the Pecos Senior Citizens Center. This amount will be invoiced on a quarterly basis.
11. The City of Las Vegas reserves the right to evict or suspend from the Senior Citizens Center any visitor or senior who violates City of Las Vegas behavior policies, which include actions that pose a hazard to the seniors, staff or property, or which disrupt the orderly conduct of activities.
12. The City of Las Vegas is the fiscal agent for Senior Programs throughout the County of San Miguel, all kitchen supplies, meal equipment, vehicles, food, computer equipment, janitorial equipment/supplies, furniture and any other items purchased for the services of seniors will be inventoried and maintained by the City of Las Vegas.

13. The City of Las Vegas will allow the Village of Pecos to use the meal equipment and furniture after senior operating hours for other events with written consent, with the understanding prior to the event, the center and all equipment used must be in its original clean and sanitary condition as before its use.
14. **Insurance:** The Village of Pecos shall obtain and maintain the following insurance during the term of this MOU, in the minimum amounts and form hereinafter provided:
- a. Comprehensive general liability coverage not less than \$1,000,000 limit per occurrence, including coverage for property, damage, bodily injury and wrongful death.
 - b. Fire, lightning and extended coverage, or "all risk" coverage. The Village of Pecos shall deliver a copy thereof to the City of Las Vegas and the Non-Metro Area Agency on Aging upon the commencement of the term of this MOU.
 - c. The Village of Pecos shall carry and maintain in full force and effect public liability insurance covering bodily injury, disease, illness or death and property damage liability. In the event that such real property, additions or improvements should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, the Village of Pecos shall have the option to either use the proceeds to replace or repair real property, additions or improvements.
 - d. All insurance policies required to be carried for Pecos Senior Center shall name the Village of Pecos as the primary insurer and the City of Las Vegas as a named insured. Pecos shall provide thirty (30) day written notice to the City of Las Vegas and to the Non-Metro Area Agency on Aging in advance of any change, cancellation, termination or lapse of such insurance coverage.
 - e. The Village of Pecos shall add Non-Metro Area Agency on Aging as an additional insured so that the insurance certificates can come directly to them. Contact address information is 3900 Paseo Del Sol, Santa Fe, NM 87507.
15. **Waiver of Subrogation:** Village of Pecos and City of Las Vegas hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is

insured by an insurance policy required to be in effect at the time of such loss or damage.

AGREEMENTS:

In order to create a successful completion of this MOU, the parties agree to the following terms and conditions:

1. Each party pledges in good faith to go forward with this MOU subject to the terms and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good-faith discussions.
2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving ninety (90) days Written Notice.
3. By mutual written signed agreement, the parties may amend the intended goals and purposes set forth in this MOU. Any modification to any other written part of this MOU must be made in writing and signed by both parties and their designees.
4. All significant and formal communications between the parties shall be made through and to the City of Las Vegas' City Manager at 1700 North Grand Avenue, Las Vegas, NM 87701 and the Village of Pecos' Mayor Telesfor Benavidez at PO Box 337, Pecos, NM 87552.

IN WITNESS WHEREOF, the parties have set their hands on the ____ day of _____, 2025.

City of Las Vegas

Village of Pecos

Robert A. Anaya, Interim City Manager

Mayor, Telesfor Benavidez

ATTEST:

Casandra Fresquez, City Clerk

_____, **Village Clerk**

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LAS VEGAS
AND
THE VILLAGE OF PECOS**

Agreement / Contract
No. _____

Agreement / Contract
No. **3092-15**
City of Las Vegas
Date _____

This Memorandum of Understanding (MOU) is made between CITY OF LAS VEGAS and VILLAGE OF PECOS. The Parties intend by this MOU to establish a mutually beneficial working relationship. The MOU addresses the relationship, roles and responsibilities of the parties in carrying out this MOU.

PURPOSE:

The primary purpose of this MOU is for the City of Las Vegas to operate and provide Senior Center services out of the Pecos Senior Center. The Pecos Senior Center is owned by the Village of Pecos. The period of utilization will be upon the execution of the approval of the MOU by both parties from July 1, 2024 through June 30, 2025.

ROLES AND RESPONSIBILITIES:

The parties intend to undertake the following roles and responsibilities pursuant to this MOU:

1. City of Las Vegas will pay the Village of Pecos a facility use fee of zero (\$0.00) dollars per month.
2. City of Las Vegas will pay costs for food permit, utilities, water, electricity, propane, trash, telephone, and internet (if available).
3. City of Las Vegas shall provide various activities, events, congregate meals, home delivered meals and transportation services.
4. The Village of Pecos or designee shall have final authority over the use of the facility during those times when the Senior Citizen Center is not in operation as spelled out in paragraph number eight (8).
5. Village of Pecos shall be responsible for the upkeep of the facility (including yearly fire Marshall Inspections, yearly fire extinguisher tags, Pest Control, and bi-annual hood suppression inspections), building, parking and area maintenance and any and all capital improvements if funding is available. This includes immediate clearing of the parking lot of snow or hail, regular clearing of walking paths of ice; trimming plants and cutting grass and weeds; painting the exterior and interior of the property; repairing all Village owned equipment including but not limited to heating systems, cooling systems, walk in frig and freezer and administrative equipment.

6. City of Las Vegas shall be responsible for personnel management for all Pecos Senior Center employees. Any and all employees shall be treated as and considered City of Las Vegas employees. Any direction and control of the employees shall be reserved to the Senior Citizen Manager or a City designated person. The City of Las Vegas shall offer fair and equal opportunity to those citizens of Pecos when employment opportunities exist at the Senior Citizens Center.
7. Any nonemployees or volunteers shall be approved by the City of Las Vegas prior to beginning any assigned duties or responsibilities. City of Las Vegas policies and procedures control their working environment and activities.
8. The Pecos Senior Center schedule of operation is Monday thru Friday from 7:30 a.m. to 4:00 pm except City holidays (note: off hours will be coordinated with the Village of Pecos.) Use by the Village of Pecos or its designees of the Senior Center shall not interfere with the primary use by the City of Las Vegas.
9. Any daily schedule changes requested by City of Las Vegas or Village of Pecos will be coordinated and determined by the Senior Center Manager or a designee for the City of Las Vegas.
10. City of Las Vegas has applied for a Grant for reimbursement on costs through the Area Agency on Aging. It is anticipated that the reimbursement will be less than the actual cost of providing service to the Senior Citizen Center. The Village of Pecos shall pay The City of Las Vegas an amount not to exceed twenty-two thousand dollars and no cents (\$22,000) for management of the Senior Citizens Center. This amount will be invoiced on a quarterly basis and due upon receipt of the invoice.
11. The City of Las Vegas reserves the right to evict or suspend from the Senior Citizens Center, any visitor or senior who violates City of Las Vegas behavior policies which includes actions which poses a hazard to the seniors, staff or property, or which disrupts the orderly conduct of activities.
12. The City of Las Vegas is the fiscal agent for San Miguel County Senior Centers, all kitchen supplies, meal equipment, vehicles, food, computer equipment, janitorial equipment/supplies, and furniture purchased for the services of seniors will be inventoried.
13. The City of Las Vegas will allow the Village of Pecos to use the kitchen supplies, meal equipment and furniture after senior operating hours for other events with written consent with the understanding that the center and all equipment used must be in its original clean and sanitary condition as before its use.
14. Insurance: The Village of Pecos shall obtain and maintain the following insurance during the term of this MOU, in the minimum amounts and form hereinafter provided:
 - a. Comprehensive general liability coverage not less than \$1,000,000 limit per occurrence, including coverage for property, damage, bodily injury and wrongful death.

- b. Fire, lightning and extended coverage, or "all risk" coverage. The Village of Pecos shall deliver a copy thereof to the City of Las Vegas and the Non-Metro Area Agency on Aging upon the commencement of the term of this MOU.
- c. The Village of Pecos shall carry and maintain in full force and effect public liability insurance covering bodily injury, disease illness or death and property damage liability. In the event that such real property, additions or improvements should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, the Village of Pecos shall have the option to either use the proceeds to replace or repair real property, additions or improvements.
- d. All insurance policies required to be carried for Pecos Senior Center shall name the Village of Pecos as the primary insurer and the City of Las Vegas as a named insured. Pecos shall provide thirty (30) days written notice to the City of Las Vegas and to the Non Metro Area Agency on Aging in advance of any change, cancellation, termination or lapse of such insurance coverage.
- e. The Village of Pecos shall add Non Metro Area Agency on Aging as an additional insured so that the insurance certificates can come directly to them. Contact address information is 3900 Paseo Del Sol, Santa Fe, NM 87507.

15. Waiver of Subrogation: Village of Pecos and City of Las Vegas hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage.

AGREEMENTS:

In order to create a successful completion of this MOU, the parties agree to the following terms and conditions:

- 1. Each party pledges in good faith to go forward with this MOU subject to the terms, and conditions of this MOU. The parties shall attempt to resolve any and all disputes through good faith discussions.
- 2. Either party may unilaterally withdraw at any time and for any reason from this MOU by submitting a written and signed communication to the other party giving ninety (90) days Written Notice.
- 3. By mutual written signed agreement, the parties may amend the intended goals and purposes set forth in this MOU. Any modification to any other written part of this MOU must be made in writing and signed by both parties and their designees.

- 4 All significant and formal communications between the parties shall be made through and to the City of Las Vegas' City Manager at 1700 North Grand Avenue, Las Vegas, NM 87701 and the Village of Pecos' Mayor Telesfor Benavidez at PO Box 337, Pecos, NM 87552

IN WITNESS WHEREOF, the parties have set their hands on the 11th day of September, 2024.

City of Las Vegas




Tim Montgomery, City Manager

Village of Pecos

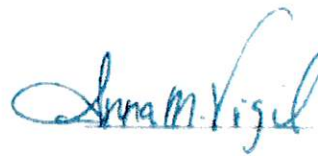


Mayor, Telesfor Benavidez

ATTEST:



Casandra Fresquez, City Clerk



Village Clerk

As to Legal Sufficiency



08/13/2024

City of Las Vegas Attorney



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 07/16/2025

Date Submitted: 07/01/2025

Department: Community Services


Item/Topic: Request to approve a NCNMEDD Non-Metro AAA Title III Federal and State Program Sub-Award for \$929,111.79 from Non-Metro AAA to the City of Las Vegas to provide service(s) to eligible consumers in service areas as identified in the Service Delivery Plan.

Fiscal Impact: The City of Las Vegas will be reimbursed up to \$929,111.79 from Non-Metro AAA to support the provision of the Service Delivery Plan provided under Title IIIC of the Older Americans Act (OAA) for the Las Vegas Senior Center Program.


Attachments: The Grant Agreement between the City of Las Vegas and NCNMEDD Non-Metro Area Agency on Aging.

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


Approved For Submittal By:



Department Director



City Manager



Finance Director

CITY CLERK'S USE ONLY
COUNCIL ACTION TAKEN

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

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

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2025, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and City of Las Vegas, hereinafter referred to as the "Subrecipient Contractor."

The Agency's Older Adults Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act (OAA), as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

1. SCOPE OF SERVICES

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Service Delivery Plan submitted May 2025.
- C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

- E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed **\$929,111.79**. Said aggregate amount is to be derived from the following sources.

1. **\$52,002.10** from Title III-B of the OAA [Assistance Listing Number 93.044].
2. **\$95,074.69** from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
3. **\$68,971.91** from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
4. **\$12,500.00** from Title III-D of the OAA [Assistance Listing Number: 93.043].
5. **\$0** from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
6. **\$700,563.09** from the NMGAA-State/HB-2

- F. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:

1. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.
2. Subrecipient Contractor shall submit timely and accurate information necessary for reimbursement:
 - a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.

- b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.
 - c. Invoicing shall include supporting documentation to validate reported expenses to include general ledger, purchase orders, invoices, and a Detail Summary form provided by the Agency.
 - d. The Subrecipient Contractor shall report local fund expenditures in OAA-SYS on a monthly basis, beginning no later than the October reimbursement cycle. Committed local funds must be 100% expended by June 30, 2026. If Subrecipient Contractor does not expense local fund expenditures as described herein, the Agency reserves the right to deduct said local funds from the Contractor's monthly reimbursement requests.
- 3. Payment for services shall be consistent with all applicable federal and state laws and regulations.
- 4. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
- 5. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.
- 6. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
- 7. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.

8. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
9. The Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
 1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
 3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data shall be recorded daily.
 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
 5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
 6. Submit quarterly program narrative reports and financial reports, to include approved budget, year-to-date expenses, and year-to-date revenue, by the 15th business day of the month following the end of the quarter.
 7. Participate in Agency monitoring and annual compliance assessments.
 8. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient Contractor's financial reports. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
 9. Provide letters from local City or County governments to the Agency committing local funds to Older Adult programs. Any changes in local funds (increases or decreases) will be provided in writing to the Agency.
 10. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.

11. Submit emergency and contingency plans by the date and in the format required by the Agency to address unforeseen circumstances when service delivery is threatened.
12. At a minimum, attend three (3) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
13. Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
14. Subrecipient Contractor employees, officers, or agents shall not solicit nor accept gratuities, gifts, or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES

A. *Americans with Disabilities Act of 1990*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the

agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

- C. *Age Discrimination in Employment Act of 1967*
The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Certification Regarding Lobbying*
The Subrecipient Contractor shall certify annually that no Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the subrecipient contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- G. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.
- H. *Budget Adjustment*
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Any modifications to employee salaries shall require a budget adjustment request. Under no circumstances may a budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.

I. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.

J. *Independent Audit*

The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2025, through June 30, 2026. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.

1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, NSIP, etc.), which facilitates a reconciliation of audited costs to the final report.
3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

K. *Equal Opportunity Compliance*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

L. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature; New

Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

M. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

N. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section 1.D. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

O. *Consumer Feedback.*

The Subrecipient Contractor shall utilize the standardized survey instrument required by the Agency to obtain and evaluate consumer opinions of the quality of services received.

P. *Emergency Preparedness Requirements.*

The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

- a. Subrecipient Contractor shall complete and submit the Agency's Emergency Preparedness and Continuity of Operations Plan annually.
- b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in the format provided by the Agency.

- c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
- d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
- e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
- f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation,

retention, or transfer of all property entitled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of

such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

10. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT

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

16. MERGER

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto, concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or

understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

18. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

19. WORKERS COMPENSATION

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

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

22. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any

services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

23. KEY PERSONNEL

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

24. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

25. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

26. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:

City of Las Vegas

June Tafoya

1700 N Grand Ave

Las Vegas NM 87701

27. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being

furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

28. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

29. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2025.

City of Las Vegas
Legal Name of Subrecipient Contractor

Signature

Robert A. Anaya, City Manager
Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

July 1, 2025
Date

June 30, 2025

To: Subrecipient Contractor

From: Neil Segotta, AAA Director

Re: FY 25-26 Contracts

Attached you will find the FY 25-26 contracts pertaining to your program. Please read, review, and obtain authorized signatures on all documents, and submit via the link provided with the appropriate naming conventions.

Providename.FY26TitleIII

Providename.FY26NSIP

Providename.FY26SEP

Ex. RioArriba.FY26TitleIII.pdf (or .doc)

Monthly Expenditure

An initial payment of 12.5% of State funds will be distributed to those Providers who request, in writing, that they wish to access them. Remember, this initial payment must be accounted for, and expenditures must be allocated to these funds. The written request should be uploaded to the above link to ensure timely processing.

Finally, any outstanding Service Plan documents such as Letter of Commitment of Local Funds and Insurance Certifications must be submitted prior to contract execution in OAA-SYS. These documents may be uploaded to the link above; see FY 26 budget/service plan guidance for naming conventions.

Feel free to contact me at neils@ncnmedd.com or Nancy at nancyam@ncnmedd.com if you have any questions.

Thank you.

Neil



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

Meeting Date: 07/16/2025

Date Submitted: 07/01/2025

Department: Community Services

Item/Topic: Request to approve a NCNMEDD Non-Metro AAA Senior Employment Program Host Agency Sub-Award for \$25,564 from Non-Metro AAA to the City of Las Vegas to host the Senior Employment Program (SEP). The host agency will offer part-time community service assignments to two (2) participants.

Fiscal Impact: The City of Las Vegas will be reimbursed up to \$25,564 from Non-Metro AAA to employ two (2) employees part-time for the Las Vegas Senior Center Program.

Attachments: The Grant Agreement between the City of Las Vegas and NCNMEDD Non-Metro Area Agency on Aging.

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


Approved For Submittal By:



Department Director



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 _____

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

SENIOR EMPLOYMENT PROGRAM HOST AGENCY SUB AWARD

This Agreement is made and entered into this 1st day of July 2025 by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and the City of Las Vegas, hereinafter referred to as the "Host Agency".

IT IS AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK

The Host Agency will administer a State Funded Senior Employment Program following established New Mexico Aging & Long-Term Services Department (ALTSD) and the NCNMEDD Non-Metro AAA Employment Program guidelines, which are incorporated by this reference, and by other policies and procedures relating to the ALTSD Employment Program. The Host Agency will, through this contract, offer part-time community service assignments to persons who are 55 years of age or older, residents of New Mexico, and have a gross family income that meets the income eligibility requirements specified in the Older Americans Act §518 Paragraphs (3) and (4) and 20 CFR Part 641; and have participated in SEP for less than 48 months (4 years) since July 1, 2023. Responsibilities will include:

- A. The Host Agency will hire and maintain individuals enrolled in the State funded Senior Employment Program.
- B. The Host Agency will pay wages/subsidies that are at least the federal, state, or local minimum wage, whichever is higher, for community service assignments. Total hours shall not exceed twenty (20) hours per week, unless previously authorized in writing by the Agency.
- C. The Host Agency shall ensure that all enrollees receive employment-related training and shall:
 - i. Establish an Individual Employment Plan (IEP) for each enrollee.
 - ii. Base the plan on each enrollee's employment goal.
 - iii. Establish steps in the IEP for each enrollee to reach their goal, including training and supportive services.
 - iv. Implement the steps established in the IEP.
 - v. Review and update the IEP at least once per year.
- D. The Host Agency shall provide enrollees with sick, administrative, and holiday leave, a physical examination, and workers' compensation insurance.

- i. Annual Physical Examination: All enrollees are offered a physical examination at no cost at enrollment and each succeeding year. The results are provided only to the enrollee; the Host Agency simply pays the cost. Enrollees who decline physical exams are asked to sign “waivers” of this benefit.
 - ii. Sick Leave: accrued sick leave will not be paid upon exit from the program and will not carry over from one program year to the next. The Host Agency shall maintain a record of hours earned and used.
 - iii. Holiday Leave: If a Host Agency is closed for any holiday on which an enrollee is scheduled to train, the enrollee is to be paid as scheduled. If a Host Agency is open on a holiday, the enrollee is expected to report for training as scheduled. If an enrollee is not scheduled to train on a day that is a holiday, the enrollee will have the day off but will not be paid for the day.
- E. Leave Without Pay:
 - i. An enrollee may be absent from his or her community service assignment for an extended period for health reasons. When his/her accrued sick leave is exhausted, an enrollee may be allowed up to four (4) pay periods (eight weeks) of leave without pay. If the enrollee can return to training within four pay periods, he/she is eligible to return without re-applying.
 - ii. An enrollee may be assigned to a new Host Agency after such an absence, depending upon medical restrictions. If the enrollee is unable to return after eight weeks, he/she will be exited from the program but is eligible to re-apply. Re-application will be processed as if the enrollee were any other applicant, with a new start date. Any accrued leave time will be forfeited.
 - iii. For other reasons: Leave without pay for other reasons may be granted for up to two pay periods (four weeks) with prior approval of both the Host Agency supervisor and Agency Director (Non-Metro AAA).
- F. Administrative Leave: This benefit is granted by the Non-Metro AAA for up to five consecutive days if any of the following occur:
 - i. An enrollee has suffered a traumatic job-related incident and needs respite or treatment.
 - ii. An enrollee poses a threat to him/herself or to others (leave is to be granted immediately and local law enforcement notified).
 - iii. An enrollee is needed to provide aid and relief to a community suffering from a disaster.
 - iv. An enrollee has a scheduled job interview.
 - v. An enrollee is chosen to serve on a jury or as an expert witness in a legal proceeding during regularly scheduled training hours (any payment received for these services must be remitted to the Employment Programs Bureau).

- vi. Special situations, such as a death in the family or similar times when the host agency would normally grant such leave.
- G. The Host Agency agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. The cost of workers' compensation insurance for enrollees is an allowable expense.
- H. The Host Agency will perform all related personnel and payroll functions properly and completely pursuant to generally accepted accounting principles for 2 half-time position(s) during the contract period beginning July 1, 2025.
- I. The Host Agency will maintain individual personnel files for each enrollee, containing at the minimum: a completed and signed Program Intake Form, along with documentation verifying, age, family size, and family income; signed and completed forms identified in the Enrollee Intake Packet which is incorporated by this reference; annual eligibility verification; annual physical exam waiver or invoices; an annual supervisory assessment; signed grievance and appeal procedures; updated task descriptions; an Individual Employment Plan; signed "Acknowledgement of Terms of community Service and Training Agreement; and documentation regarding training received during contract period. Signed time sheets with up to date and correct leave balance information must be maintained for review by the Agency and provided as requested.
- J. The Host Agency will prepare and submit monthly financial and quarterly programmatic reports using formats requested by the Agency. Reports will be due the 5th business day following the end of the preceding month or quarter for which the report is being prepared. Documentation of hours worked and leave accruals by enrollee will be provided each month.
- K. The Host Agency will provide training and assistance to work sites. Training efforts may be coordinated with the Agency.
- L. The Host Agency will provide training, counseling, and other supportive services to each enrollee and will maintain documentation of each activity performed.
- M. The Host Agency will train and supervise enrollees as employees, entitled to all rights, privileges, and responsibilities contained within the Host Agency Personnel Policies except for Health Insurance, Pension Plan Benefits and Unemployment Benefits.
- N. The Host Agency will report all on-the-job accidents by calling the Agency within twenty-four (24) hours. Complete a workers' compensation report of the accident and provide all requested follow-up. Payment and reporting are the responsibility of the Host Agency.
- O. The Host Agency will ensure supervisors and necessary staff, as determined by the Agency, are available for annual on-site assessment and monitoring visits conducted by the Agency.
- P. The Host Agency will establish a work schedule with the enrollee and adhere to that schedule to the extent possible.
- Q. The Host Agency will ensure that enrollee(s) do not donate or volunteer extra hours at work sites unless the volunteer work is substantially different than that required by their subsidized positions. Evidence of assurance will be demonstrated by

- enrollee signature on the "Acknowledgement of Terms of Community Service and Training Agreement".
- R. The Host Agency will provide the enrollee with job-related orientation, day-to-day direct supervision, instruction, training, and supportive services.
 - S. The Host Agency will conduct and document an annual evaluation of the enrollee's job performance.
 - T. The Host Agency shall ensure that enrollees do not engage in political or religious activities on subsidized time.
 - U. The Host Agency will update job descriptions and schedules, at least annually.
 - V. The Host Agency will re-certify the eligibility of the enrollees on an annual basis and submit by April 30, 2026, to the Agency for review and approval.
 - W. The Host Agency will communicate regularly with the enrollee regarding his/her job performance and document such communication in the enrollee's personnel file. Both strengths and deficiencies should be documented.
 - X. The Host Agency will furnish any tools, equipment, and supplies required by the enrollee to perform his/her assignments with the Host Agency.
 - Y. The Host Agency will provide enrollees with a workplace that is safe, pleasant, healthy, and free from drugs and alcohol.
 - Z. The Host Agency will provide time, if necessary, during the enrollee's work schedule to attend enrollee meetings, training, and job interviews.
 - AA. The Host Agency will not displace or replace existing employees with an enrollee by reducing hours, employment benefits, layoffs, or requiring the enrollee to perform the work duties of a person on layoff status.
 - BB. The Host Agency will notify the Agency of any changes that may affect the enrollee's eligibility such as marital status, family size, income, or other employment.
 - CC. The Host Agency will notify the Agency within twenty-four (24) hours of any enrollee resignations, terminations, or vacancies.
 - DD. The Host Agency will cooperate and coordinate with the Agency regarding any Older Worker initiatives including publicity in the community regarding the program, developing waiting lists, or identifying eligible applicants for future placement.
 - EE. The Host Agency will ensure compliance with the New Mexico Caregivers Criminal History Screening Act, as applicable.
 - FF. The Host Agency shall provide grievance and appeal procedures to enrollees at the time of enrollment and with any notice of disciplinary action or program ineligibility. A signed copy of such document will be submitted to the Agency.
 - GG. The Host Agency will ensure that enrollees do not participate in SEP for more than 48 months (four years) starting July 1, 2023, and shall notify enrollees in writing at least 30 days before their durational limit.

To assist the Host Agency, the Agency will:

- A. Provide consultation and technical assistance, as requested by the Host Agency.

- B. Conduct monitoring visits and/or assessment at least once annually for purposes of determining continued enrollee eligibility and Host Agency compliance with required rules and regulations.
- C. Provide training to supervisors and enrollees on the rules and regulations of the program.
- D. Review the re-certification documents of the enrollee on an annual basis, to ensure continued eligibility.
- E. Provide assistance to the Host Agency and enrollee in an effort to obtain unsubsidized employment for said enrollee.
- F. Establish and maintain staff to perform management functions of the program.

2. COMPENSATION AND METHOD OF PAYMENT

The Agency will reimburse the Host Agency an amount not to exceed **\$25,564.00** for the provision of Senior Employment Program host agency services.

- A. Reimbursement Process: The Agency will provide payment for services to the Host Agency as follows:
 - i. The Host Agency shall submit timely and accurate information necessary for reimbursement.
 - ii. The Host Agency shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend this date on a case-by-case basis if the Host Agency reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline until the next reimbursement cycle if within the fiscal year.
 - iii. Invoicing shall include supporting documentation to validate reported expenses to include a completed Senior Employment Program Monthly Detail Report, provided by the Agency and enrollee timesheets.
- B. Payments to the Host Agency may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Host Agency. The Host Agency agrees to hold the Agency harmless against all audit exceptions arising from the Host Agency's violation and shall make restitution to the Agency of such amounts of money due to the Host Agency's non-compliance.
- C. Payments to the Host Agency are encouraged to be made electronically through the Automated Clearing House (ACH) Network.

3. TERM

This Agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless terminated pursuant to Paragraph 4, below.

4. TERMINATION

- A. This Agreement may be terminated by the Agency or Host Agency, with or without cause upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Host Agency, if the Host Agency becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Host Agency or any of its officers, employees or agents endangers enrollees, or if any of its officers, employees, or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Host Agency fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 5, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Host Agency's default or breach of this Agreement.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Host Agency, the Host Agency shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention, or transfer of all property entitled to the Agency and enrollee records generated under this Agreement.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the Agency to the Host Agency. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Host Agency and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Host Agency shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. STATUS OF HOST AGENCY

The Host Agency, its agents, and employees are independent contractors performing services for the Agency and are not employees of the Agency. The Host Agency, its agents, and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Host Agency acknowledges that all sums received hereunder are reportable for income tax purposes.

7. ASSIGNMENT

The Host Agency shall not assign or transfer any interest in this Agreement or assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

8. SUBCONTRACTING

The Host Agency shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations, whatsoever arising from or under this Agreement. The Host Agency agrees not to purport to bind the Agency to any obligation not assumed herein unless the Host Agency has express written authority to do so, and then only within the strict limits of that authority.

10. CONFIDENTIALITY

Any information provided to or developed by the Host Agency in performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Host Agency without the prior written approval of the Agency.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations. Host Agency shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

11. PRODUCT OF SERVICE-COPYRIGHT

All materials developed or acquired by the Host Agency, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Host

Agency, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Host Agency.

12. CONFLICT OF INTEREST

The Host Agency warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under this Agreement. The Host Agency certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. AMENDMENT

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

14. MERGER

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

15. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Host Agency acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. WORKERS' COMPENSATION

The Host Agency agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees and enrollees. If the Host Agency fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the Agency.

18. RECORDS AND FINANCIAL AUDIT

The Host Agency shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Host Agency receives federal funds subject to the Single Audit Act, the Host Agency shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

19. INDEMNIFICATION

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

20. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

21. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

22. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid as follows:

AGENCY:

NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

HOST AGENCY:

City of Las Vegas

June Tafoya

1700 N Grand Ave

Las Vegas NM 87701

23. AUTHORITY

The individual(s) signing this Agreement on behalf of the Host Agency represents and warrants that he or she has the power and authority to bind Host Agency, and that no further action, resolution, or approval from Host Agency is necessary to enter into a binding contract.

24. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2025.

City of Las Vegas

Legal Name of Host Agency

Robert A. Anaya, City Manager

Printed/Typed Name of Signatory

Signature

Date

NCNMEDD Non-Metro Area Agency on Aging

Name of Agency

Monica Abeita-Executive Director

Printed/Typed Name of Signatory

Monica Abeita

Signature

July 1, 2025

Date



CITY OF LAS VEGAS
COUNCIL MEETING AGENDA REQUEST FORM

Meeting Date: 07/16/2025

Date Submitted: 07/01/2025

Department: Community Services

Item/Topic: Request to approve a NCNMEDD Non-Metro AAA Nutrition Service Incentive Program (NSIP) Sub-Award for \$43,822 from Non-Metro AAA to the City of Las Vegas to provide incentivized for the effective delivery of nutritious meals to older individuals.

Fiscal Impact: The City of Las Vegas will be reimbursed up to \$43,822 from Non-Metro AAA to support the provision of congregate and home-delivered meals provided under Title IIIC of the Older Americans Act (OAA) for the Las Vegas Senior Center Program.

Attachments: The Grant Agreement between the City of Las Vegas and NCNMEDD Non-Metro Area Agency on Aging.

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

Approved For Submittal By:



Department Director


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 _____

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

NUTRITION SERVICE INCENTIVE PROGRAM (NSIP) SUB AWARD

This Agreement is made and entered into this 1st day of July 2025, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency" and the City of Las Vegas, hereinafter referred to as the "Subrecipient Contractor."

PURPOSE

The Nutrition Services Incentive Program (NSIP) provides incentives for the effective delivery of nutritious meals to older individuals. NSIP funds allow nutrition programs to increase the number of meals served.

The purpose of this Agreement is to allocate funds in support of the provision of congregate and home delivered meals provided under Title IIIC of the Older Americans Act (OAA). The Subrecipient Contractor must be a recipient of Title III funding or Title III matching funds.

1. SCOPE OF SERVICES

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide service(s) to eligible consumers in the service area as identified in the Service Delivery Plan submitted May 2025.
- C. Targeting: Target populations include persons aged 60 or older and their spouses of any age, Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.
- D. Payment for Services: The total amount payable under this Agreement shall not exceed **\$43,822.00** [Assistance Listing Number: 93.053] for the purchase of foods produced in the United States, for use in senior nutrition programs
- E. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:
 - 1. Subrecipient Contractor shall submit timely and accurate information necessary for

reimbursement:

- a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.
 - b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.
 - c. Invoicing shall include supporting documentation to validate reported expenses to include the Nutrition Services Incentive Program (NSIP) Expense Detail report, provided by the Agency; copies of invoices containing:
 - i. The vendor's name, address, and contact information.
 - ii. Internal transaction number
 - iii. The purchased items with a description of each product along with the corresponding quantity.
 - iv. The price for each item and any applicable discount given and the total amount of the sale items.
 - v. NSIP items must be identified with an "N" or "NSIP" on the invoice.
 - vi. Senior center or meal site to which received the delivery, full name, address, and contact information.
2. Payment for services shall be consistent with all applicable federal and state laws and regulations.
 3. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
 4. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.
 5. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable,

within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

6. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.
7. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
8. Subrecipient Contractor shall track and report all information needed for the State Program Report for Administration for Community Living (ACL) through the Older Americans Act Performance System (OAAPS). Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by OAAPS and state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
 1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
 3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data should be recorded daily.
 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
 5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
 6. Establish procedures to ensure that NSIP funds are used solely for the purchase of United States agriculture commodities and other foods produced in the United States for the use in the senior nutrition program. No imported foods, or food items containing imported products, may be purchased with these funds.
 7. Ensure that NSIP funds are used exclusively for the purchase of food, not meal preparation, and may not be used for administrative costs.

8. Ensure that meals furnished under contractual agreement with food service management companies, caterers, restaurants, or institutions, contain foods or commodities of United States origin; imported foods may not be purchased with these funds.
9. Purchase and use locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the New Mexico Environment Department requirements.
10. Ensure that each meal complies with the most recent Federal and State nutritional guidelines and requirements.
11. Maintain accounting records for NSIP separate and apart from other accounting records maintained for other nutrition funding sources such as Title IIIC-1 and Title IIIC-2.
12. Maintain documented NSIP eligibility for all meals reported. Meal counts, as recorded in the service database, must be accurate, unduplicated and include no meals that do not meet the requirements for NSIP eligibility.
13. Maintain and retain for three (3) years from close of the federal fiscal year to which they pertain, complete and accurate records of all amounts received and disbursed under this Agreement.
14. Allow the Agency to periodically monitor the Subrecipient Contractor's fiscal accountability of NSIP.
15. Ensure eligible consumers are assessed and information recorded in the service database.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. TERM

This Agreement shall begin on July 1, 2025, and terminate on June 30, 2026, unless terminated pursuant to Paragraph 4, below or for any other reason allowed by law.

4. TERMINATION

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least thirty (30) days

prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient

Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

7. ASSIGNMENT

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

8. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

10. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

11. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

12. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements

of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. AMENDMENT

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

14. MERGER

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

15. PENALTIES FOR VIOLATION OF LAW

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. WORKERS COMPENSATION

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

18. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

19. INDEMNIFICATION

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

20. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

21. KEY PERSONNEL

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

22. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:

NCNMEDD Non-Metro AAA
Neil Segotta, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:

City of Las Vegas
June Tafoya, Community Svcs. Director
1700 N Grand Ave
Las Vegas NM 87701

25. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all carried insurance before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

26. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

27. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2025.

City of Las Vegas
Legal Name of Subrecipient Contractor

Signature

Robert A. Anaya, City Manager
Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging

Monica Abeita
Signature

Monica Abeita, Executive Director
Printed/Typed Name of Signatory

July 1, 2025
Date



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

Meeting Date: July 16, 2025

Date Submitted: 07/03/25

Department: Utilities

Item/Topic: Addendum #2 to Contract #3991-23 with Bohannon Huston for water treatment plant facility planning, design and construction. RFP #2023-24 was awarded on 08/03/23 and agreement #3991-23 was signed on 08/03/23. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of the department line item number as needed.

Attachments: Addendum #2, Addendum #1, Contract 3991-23.

Committee Recommendation: This item will be discussed at the August 7, 2025 Utility Advisory Committee 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:



Department Director



City Manager

Reviewed By:



Finance Director

**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 #3991-23
RFP# 2023-24
AWARDED ON: 8/3/2023
BOHANNAN HUSTON

This Addendum entered into this ____ Day of _____, 2025 by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **BOHANNAN HUSTON**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/3/2023 the City and BOHANNAN HUSTON entered into an Agreement/Contract pursuant to a call for RFP in which BOHANNAN HUSTON agreed to provide:

WTP FACILITY PLANNING DESIGN, CONSTRUCTION

WHEREAS, the City and BOHANNAN HUSTON now desire to extend the original Agreement/Contract for an additional year from **8/3/2025 thru: 8/2/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3991-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP FACILITY PLANNING DESIGN, CONSTRUCTION**, 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 8/3/2023 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 8/3/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

BOHANNAN HUSTON

REVIEWED AND APPROVED:

Robert A. Anaya Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

Agreement/Contract
No. **3991-23**
City of Las Vegas
Date

ADDENDUM #1

AGREEMENT/CONTRACT #3991-23

RFP# 2023-24

AWARDED ON: 8/3/2023

BOHANNAN HUSTON

This Addendum entered into this **3rd Day of August, 2023** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **BOHANNAN HUSTON**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/3/2023 the City and BOHANNAN HUSTON entered into an Agreement/Contract pursuant to a call for RFP in which BOHANNAN HUSTON agreed to provide:

WTP FACILITY PLANNING DESIGN, CONSTRUCTION

WHEREAS, the City and BOHANNAN HUSTON now desire to extend the original Agreement/Contract for an additional year from **8/3/2024 thru: 8/2/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #3991-23.


WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP FACILITY PLANNING DESIGN, CONSTRUCTION**, 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 8/3/2023 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 8/3/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:


 06/26/24
Tim Montgomery Date
City Manager

BOHANNAN HUSTON

DocuSigned by:

9FD8078B4B1D4EF

Senior Vice President July 24, 2024 | 8:17 AM PDT
Title Date

ATTEST:

 6/26/24
Casandra Fresquez Date
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND BOHANNAN HUSTON, 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 Bohannon Huston Inc. ("Contractor"), a New Mexico corporation, of 7500 Jefferson St. NE, Albuquerque, New Mexico, 87109, on this 3rd day of August, 2023 ("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 SERVICES:

The Offeror shall perform Water Treatment Plant Facility Planning, Design, & Construction Phase Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. 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:

1. 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.
2. Facilitate meetings with City staff as needed to develop the planning & design of projects as requested by the City Utility Director or designee.
3. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
4. 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.
5. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
6. Provide technical assistance completing environmental reviews.
7. Provide assistance completing applications and obtain funding as needed.

8. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
9. Provide technical assistance on various City projects being performed in-house as required and directed.
10. Provide assessments and reports related to water treatment operations and maintenance as requested.
11. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
12. Provide construction phase engineering services.
13. Provide review of, assessment and approval of submittals and invoices.
14. 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. Prices are subject to change. Contractor must submit rate changes to the City for approval 90 days prior to annual of contract.

E. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all 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: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

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 the City, its elected officials, agents and employees from any and all claims, suits, and causes of action to the proportionate extent such claims, suits, and causes of action are due to his/her negligent performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 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.

“ATTACHMENT “A”

Bohannon Huston, Inc. Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2023-24

**WATER TREATMENT PLANT FACILITY PLANNING, DESIGN AND
CONSTRUCTION PHASE ENGINEERING SERVICES**

RATES FOR SERVICE BROKEN DOWN

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
September 3, 2022

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	\$115	\$130	\$150	\$170	\$195	\$230	\$255
SURVEYOR	\$115	\$130	\$150	\$170	\$195	\$230	\$255
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	\$115	\$130	\$150	\$170	\$195	\$230	\$255
PLANNER Community, Transportation	\$100	\$110	\$130	\$150	\$170	\$200	\$255
GIS PROFESSIONAL Geographic Information Systems	\$95	\$105	\$120	\$135	\$155	\$185	\$215
PROJECT ADMINISTRATOR	\$90	\$110	\$130	\$150	\$170	\$195	\$215
CONSTRUCTION OBSERVER	\$85	\$90	\$95	\$100	\$115	\$135	\$175
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	\$75	\$80	\$90	\$100	\$115	\$130	\$145
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	\$60	\$70	\$80	\$90	\$100	\$130	\$150
ADMINISTRATIVE PROFESSIONAL Clerical Support	\$60	\$70	\$80	\$90	\$100	\$110	\$125

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding - As invoiced at cost of labor and materials

Courier / Delivery Service - As invoiced by provider

Mileage - As published for the IRS Standard Mileage Rate

Per Diem/Travel - Field personnel in accordance with the latest GSA Schedule based on location of service

Office/Professional staff travel costs, meals and lodging will be billed at cost

Survey Equipment Charge - \$28.00/Hour

Survey Material Charge - \$3.00/Hour

GIS Equipment Charge - Rates shall be negotiated based on the requirements of the contract

sUAS Usage Charge - Rates shall be negotiated based on the requirements of the contract

Other Direct Project Expenses - At Cost

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate

Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

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 City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. 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

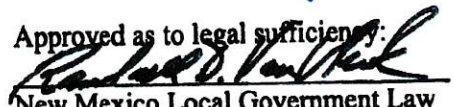
Approved By:


Leo J. Maestas, City Manager


Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


New Mexico Local Government Law

CONTRACTOR:


Signature

Printed Name: Todd Burt, P.E.

Position: Senior Vice President



Approval Form

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

*Reviewed:

Leo Maestas
Leo Maestas, City Manager

7/31/23
Date

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

Date Submitted: 7/28/2023

Department Submitting: Utilities Department

Submitter: Benito Lujan

Documents to be reviewed: Contract for Bohannon Huston, INC for Water Treatment Plant Engineering Services

Deadline: _____

Submitter Comments: _____

☐ Received by Human Resource: _____ Date: _____

City Manager / HR Comments: _____

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

Approved / Disapproved: (Reason for Disapproval): _____

☐ Changes: _____ Date: _____

1

Randall D. Van Vleet
Attorney Review

08.01.2023
Date

Approved / Disapproved: (Reason for Disapproval): _____

2

Finance Director

Date

Approved / Disapproved: (Reason for Disapproval): _____

3

Leo Maestas, City Manager

Date

☐ Received by City Clerk's Office
(Only if being placed on the Agenda)

Date: _____

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



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

Meeting Date: July 16, 2025

Date Submitted: 07/03/25

Department: Utilities

Item/Topic: Addendum #2 to Contract #4003-23 with HDR Engineering Inc. for water treatment planning, design and construction phase engineering services. RFP #2023-24 was awarded on 08/24/23 and agreement #4003-23 was signed on 08/24/23. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of the department line item number as needed.

Attachments: Addendum #2, Addendum #1, Contract 4003-23.

Committee Recommendation: This item will be discussed at the August 7, 2025 Utility Advisory Committee 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 #4003-23
RFP# 2023-24
AWARDED ON: 08/24/2023
HDR ENGINEERING, INC

This Addendum entered into this _____ **Day of** _____, **2025** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **HDR ENGINEERING, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/24/2023 the City and HDR ENGINEERING, INC entered into an Agreement/Contract pursuant to a call for RFP in which HDR ENGINEERING, INC agreed to provide:

WTP Facility Planning, Design & Construction Phase Engineering Services

WHEREAS, the City and HDR ENGINEERING, INC now desire to extend the original Agreement/Contract for an additional year from **8/24/2025 thru: 8/23/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4003-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP Facility Planning, Design & Construction Phase Engineering Services**, 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 08/24/2023 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 08/24/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

HDR ENGINEERING, INC

REVIEWED AND APPROVED:

Robert A. Anaya Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 4003-23
City of Las Vegas
Date

ADDENDUM #1

AGREEMENT/CONTRACT #4003-23

RFP# 2023-24

AWARDED ON: 08/24/2023

HDR ENGINEERING, INC

This Addendum entered into this **24TH Day of August, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **HDR ENGINEERING, INC**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/24/2023 the City and HDR ENGINEERING, INC entered into an Agreement/Contract pursuant to a call for RFP in which HDR ENGINEERING, INC agreed to provide:

WTP Facility Planning, Design & Construction Phase Engineering Services

WHEREAS, the City and HDR ENGINEERING, INC now desire to extend the original Agreement/Contract for an additional year from **8/24/2024 thru: 8/23/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4003-23.


WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP Facility Planning, Design & Construction Phase Engineering Services**, 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 08/24/2023 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 08/24/2023 Agreement not inconsistent herewith remain in full force and effect.


CITY OF LAS VEGAS

REVIEWED AND APPROVED:


Tim Montgomery
City Manager

08/12/2024
Date

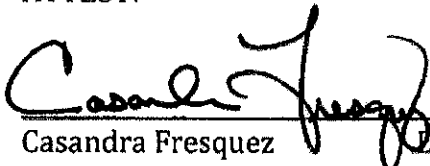
HDR ENGINEERING, INC

Signed by:

B4FBA67B0001421...

Senior Vice President
Title

August 20, 2024 | 11:36 AM MT
Date

ATTEST:


Casandra Fresquez
City Clerk

8/12/24
Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND HDR ENGINEERING, 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 HDR Engineering Inc. ("Contractor"), a Nebraska corporation, of 2155 Louisiana Boulevard NE, Suite 9500, Albuquerque, New Mexico, 87110, on this 24th day of August, 2023 ("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 SERVICES:

The Offeror shall perform Water Treatment Plant Facility Planning, Design, & Construction Phase Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. 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:

1. 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.
2. Facilitate meetings with City staff as needed to develop the planning & design of projects as requested by the City Utility Director or designee.
3. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
4. 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.
5. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
6. Provide technical assistance completing environmental reviews.
7. Provide assistance completing applications and obtain funding as needed.

8. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
9. Provide technical assistance on various City projects being performed in-house as required and directed.
10. Provide assessments and reports related to water treatment operations and maintenance as requested.
11. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
12. Provide construction phase engineering services.
13. Provide review of, assessment and approval of submittals and invoices.
14. 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. Prices are subject to change. Contractor must submit rate changes to the City for approval 90 days prior to annual of contract.

E. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all 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: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

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 the City, its elected officials, agents and employees from any and all claims, suits, and causes of action to the proportionate extent such claims, suits, and causes of action are due to his/her negligent performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 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 City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. 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. Macstas, City Manager

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency:


New Mexico Local Government Law

CONTRACTOR:



Signature

Printed Name: Aaron Meilleur

Position: Senior Vice President

“ATTACHMENT “A”

HDR Engineering, Inc Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2023-24

**WATER TREATMENT PLANT FACILITY PLANNING, DESIGN AND
CONSTRUCTION PHASE ENGINEERING SERVICES**

RATES FOR SERVICE BROKEN DOWN

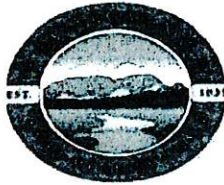


On-Call Staff Resources

CLASSIFICATION	FULLY LOADED HOURLY RATE
Technical Specialist (PhD or Company Officer for Specialty Services)	\$434.00
Project Principal	\$311.00
Staff Engineer	\$105.00
Staff Engineer 1	\$112.00
Staff Engineer 2	\$114.00
Staff Engineer 3	\$142.00
Staff Engineer 4	\$146.00
Project Engineer	\$157.00
Project Engineer 1	\$157.00
Project Engineer 2	\$196.00
Project Engineer 3	\$204.00
Project Engineer 4	\$221.00
Project Engineer 5	\$226.00
Project Engineer 6	\$239.00
Senior Engineer	\$247.00
Senior Engineer 1	\$253.00
Senior Engineer 2	\$259.00
Senior Engineer 3	\$279.00
Senior Engineer 4	\$278.00
Senior Engineer 5	\$285.00
Senior Engineer 6	\$316.00
Senior Engineer 7	\$335.00
Senior Engineer 8	\$356.00
Construction Inspector 1	\$118.00
Construction Inspector 2	\$140.00
Construction Manager	\$220.00
CADD Drafter 1	\$77.00
CADD Drafter 2	\$91.00
CADD Specialist 1	\$151.00
CADD Specialist 2	\$158.00
Staff Administrator 1	\$80.00
Staff Administrator 2	\$109.00
Public Involvement Specialist 1	\$123.00
Public Involvement Specialist 2	\$231.00
Environmental Planner	\$140.00
Environmental Planner 2	\$281.00
Project Architect I	\$202.00
Senior Architect I	\$219.00
Staff Architect 1	\$108.00
Staff Architect 2	\$125.00
Staff Architect 3	\$168.00
Staff Architect 4	\$204.00
Staff Architect 5	\$216.00
Project Admin I	\$80.00
Project Admin II	\$109.00
Project Admin III	\$119.00
Project Admin IV	\$138.00
Project Admin V	\$164.00

Notes:

1. Rates do not include New Mexico Gross Receipts Tax
2. Rates are subject to an annual adjustment of up to 4%
3. Subconsultant fees to be determined on a task order basis and will be invoiced at cost plus 10% mark-up
4. Direct expenses to be invoiced at cost



Approval Form

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

*Reviewed:

Leo Maestas, City Manager

Date

8/10/23

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

Date Submitted: 8/10/2023

Department Submitting: Utilities Department

Submitter: Benito Lujan

Documents to be reviewed: Contract for HDR for Water Treatment Plant Engineering Services

Deadline: _____

Submitter Comments: _____

☐ Received by Human Resource: _____ Date: _____

City Manager / HR Comments: _____

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

Approved / Disapproved: *(Reason for Disapproval):* _____

☐ Changes: _____ Date: _____

1

Richard D. Van Vleet
Attorney Review

08.15.2023

Date

Approved / Disapproved: *(Reason for Disapproval):* _____

2

Finance Director

Date

Approved / Disapproved: *(Reason for Disapproval):* _____

3

Leo Maestas, City Manager

Date

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

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



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

Meeting Date: July 16, 2025

Date Submitted: 07/03/25

Department: Utilities

Item/Topic: Addendum #2 to Contract #4004-23 with Molzen Corbin & Associates for water treatment planning, design and construction phase engineering services. RFP #2023-24 was awarded on 08/24/23 and agreement #4004-23 was signed on 08/24/23. The extended term of this agreement will be for 1 year.

Fiscal Impact: Costs budgeted out of the department line item number as needed.

Attachments: Addendum #2, Addendum #1, Contract 4004-23.

Committee Recommendation: This item will be discussed at the August 7, 2025 Utility Advisory Committee 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 #4004-23
RFP# 2023-24
AWARDED ON: 08/24/2023
MOLZEN CORBIN & ASSOCIATES

This Addendum entered into this **24TH Day of August, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **MOLZEN CORBIN & ASSOCIATES**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/24/2023 the City and MOLZEN CORBIN & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which MOLZEN CORBIN & ASSOCIATES agreed to provide:

WTP Facility Planning, Design & Construction Phase Engineering Services

WHEREAS, the City and MOLZEN CORBIN & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **8/24/2025 thru: 8/23/2026**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4004-23.

WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP Facility Planning, Design & Construction Phase Engineering Services**, 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 08/24/2023 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 08/24/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

MOLZEN CORBIN & ASSOCIATES

REVIEWED AND APPROVED:

Robert A. Anaya Date
City Manager

Title Date

ATTEST:

Casandra Fresquez Date
City Clerk

Agreement / Contract
No. 4004-23
City of Las Vegas
Date

ADDENDUM #1
AGREEMENT/CONTRACT #4004-23
RFP# 2023-24
AWARDED ON: 08/24/2023
MOLZEN CORBIN & ASSOCIATES

This Addendum entered into this **24TH Day of August, 2024** by and between the City of Las Vegas, a municipal corporation, hereinafter termed "City" And **MOLZEN CORBIN & ASSOCIATES**, hereinafter termed "Contractor"

WITNESSETH:

WHEREAS, under date of 8/24/2023 the City and MOLZEN CORBIN & ASSOCIATES entered into an Agreement/Contract pursuant to a call for RFP in which MOLZEN CORBIN & ASSOCIATES agreed to provide:

WTP Facility Planning, Design & Construction Phase Engineering Services

WHEREAS, the City and MOLZEN CORBIN & ASSOCIATES now desire to extend the original Agreement/Contract for an additional year from **8/24/2024 thru: 8/23/2025**.

WHEREAS, City and Contractor have agreed upon original terms/scope of agreement #4004-23.


WHEREAS, City and Contractor agree to the following method of payment: the total amount of compensation **WTP Facility Planning, Design & Construction Phase Engineering Services**, 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:

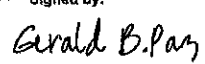
1. This Agreement and the prior agreement dated 08/24/2023 and its Exhibits constitute the entire agreement between the parties thereof; any prior agreement, whether written or oral, antecedent to this agreement shall have any force of effect whatsoever, unless the same is mutually agreed to by the parties 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 08/24/2023 Agreement not inconsistent herewith remain in full force and effect.

CITY OF LAS VEGAS

REVIEWED AND APPROVED:

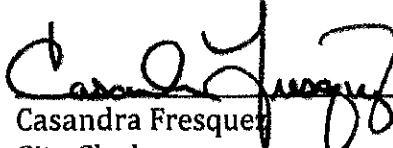
 08/12/2024
Tim Montgomery Date
City Manager

MOLZEN CORBIN & ASSOCIATES

Signed by:

82CEAA1568E418E

Chief Operations Officer, August 19, 2024 | 4:31 PM CT
Title Date

ATTEST:

 8/12/24
Casandra Fresquez Date
City Clerk

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LAS VEGAS
AND MOLZEN CORBIN & ASSOCIATES**

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 Molzen Corbin & Associates ("Contractor"), a New Mexico corporation, of 2701 Miles Road SE, Albuquerque, New Mexico, 87106, on this 24th day of August, 2023 ("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 SERVICES:

The Offeror shall perform Water Treatment Plant Facility Planning, Design, & Construction Phase Engineering Services on an as needed basis, as hereafter stated, for customary and incidental services for the City of Las Vegas. The Contractor shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. 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:

1. 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.
2. Facilitate meetings with City staff as needed to develop the planning & design of projects as requested by the City Utility Director or designee.
3. Complete architectural, structural, mechanical, electrical, plumbing, and civil design services.
4. 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.
5. Prepare and submit construction documents, cost estimates, specifications and schedules for review and approval.
6. Provide technical assistance completing environmental reviews.
7. Provide assistance completing applications and obtain funding as needed.

8. Provide construction observation and inspection on various projects as requested by the City Utility Director or designee.
9. Provide technical assistance on various City projects being performed in-house as required and directed.
10. Provide assessments and reports related to water treatment operations and maintenance as requested.
11. Provide technical information concerning specific projects to designated professional engineers upon request by the City of Las Vegas, and request technical information from specific engineers when authorized to do so by the City of Las Vegas.
12. Provide construction phase engineering services.
13. Provide review of, assessment and approval of submittals and invoices.
14. 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) when applicable.

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

D. Prices are subject to change. Contractor must submit rate changes to the City for approval 90 days prior to annual of contract.

E. Contractor agrees that upon final payment of the amount due under this Agreement, Contractor releases the City from all 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: The Contractor agrees to abide by and perform his duties in accordance with all applicable federal, state, and municipal laws, regulations, and ordinances.

8. STATUS OF CONTRACTOR: The Contractor is an independent contractor.

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 the City, its elected officials, agents and employees from any and all claims, suits, and causes of action to the proportionate extent such claims, suits, and causes of action are due to his/her negligent performance under this Agreement. Contractor further agrees to hold the City harmless from all claims for any injury, damages or death sustained by Contractor, his employees, agents or other representatives while engaged in the performance of this Agreement, including without limitation all third party claims.

20. NEW MEXICO TORT CLAIMS ACT: Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 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 City Manager shall have the final say as to the meaning of this Agreement, including, but not limited to, whether the deliverables were met or duties were fulfilled. 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

Attest:


Cassandra Fresquez, City Clerk

Approved as to legal sufficiency


New Mexico Local Government Law

CONTRACTOR: *Molzen Corbin*


Signature

Printed Name: *Gerald B. Paiz, P.E.*

Position: *Chief Operations Officer*

“ATTACHMENT “A”

Molzen-Corbin & Associates Cost Proposal

CITY OF LAS VEGAS, NEW MEXICO

Opening No. 2023-24

**WATER TREATMENT PLANT FACILITY PLANNING, DESIGN AND
CONSTRUCTION PHASE ENGINEERING SERVICES**

RATES FOR SERVICE BROKEN DOWN

MOLZEN-CORBIN & ASSOCIATES
STANDARD BILLING RATES
AS OF JULY 1, 2023

DEPARTMENT	BILLING CATEGORIES	2023 RATES
<i>Architectural</i>	Senior Principal Architect	\$ 260.00
	Principal Architect	\$ 240.00
	Senior Architect	\$ 200.00
	Project Architect	\$ 160.00
	Registered Architect	\$ 150.00
	Intern Architect 2	\$ 115.00
	Intern Architect 1	\$ 90.00
	Senior Architectural Designer	\$ 135.00
	Architectural Designer I	\$ 130.00
	Planner	\$ 105.00
	Landscape/Irrigation Designer	\$ 105.00
<i>Civil Engineering</i>	Senior Principal Engineer	\$ 260.00
	Principal Engineer	\$ 240.00
	Senior Engineer	\$ 220.00
	Project Engineer	\$ 180.00
	Professional Engineer	\$ 155.00
	Engineering Intern II	\$ 135.00
	Engineering Intern I	\$ 125.00
	Senior Civil Design Specialist	\$ 165.00
	Engineering Design Specialist	\$ 140.00
	Senior Engineering Design Tech	\$ 145.00
	Engineering Design Tech	\$ 110.00
	Associate Engineering Design Tech	\$ 90.00
<i>Electrical Engineering</i>	Senior Principal Engineer	\$ 260.00
	Principal Engineer	\$ 240.00
	Senior Engineer	\$ 200.00
	Project Engineer	\$ 175.00
	Professional Engineer	\$ 155.00
	Engineering Intern II	\$ 135.00
	Engineering Intern I	\$ 120.00
	Engineering Design Specialist	\$ 140.00
	Engineering Design Tech	\$ 110.00
	Associate Engineering Design Tech	\$ 90.00
<i>Mechanical</i>	Senior Mechanical Engineer	\$ 185.00
<i>Water Resource Engineering</i>	Senior Principal Engineer	\$ 260.00
	Principal Engineer	\$ 240.00
	Senior Engineer	\$ 220.00
	Project Engineer	\$ 175.00
	Professional Engineer	\$ 155.00
	Engineering Intern II	\$ 135.00
	Engineering Intern I	\$ 125.00
	Sr. Engineering Design Specialist	\$ 160.00
	Engineering Design Specialist	\$ 135.00
	Engineering Design Tech	\$ 110.00
	O & M Specialist	\$ 110.00
	Associate Engineering Design Tech	\$ 90.00
<i>CADD / Survey</i>	CADD Operator II	\$ 80.00
	CADD Operator I	\$ 70.00
	Survey Technician	\$ 105.00
	Two Person Survey Crew	\$ 210.00
	Two Person GPS Survey Crew	\$ 235.00
	Licensed Surveyor	\$ 220.00
<i>Construction Observation</i>	Senior Observer/Manager	\$ 105.00
	Senior Observer	\$ 100.00
	Observer	\$ 95.00
<i>Administration</i>	Administrative Aide II	\$ 75.00
	Administrative Aide I	\$ 55.00
	Administrative Support	\$ 100.00
	Grants/Technical Administrator	\$ 110.00
	Computer Technician	\$ 120.00
	Senior Technical Writer / Editor	\$ 95.00

Miscellaneous Expenses

Copies	Per Copy	\$0.11
Color Copies	Per 8 1/2 x 11 Copy	\$1.00
Color Copies	Per 11 x 17 Copy	\$2.00
Prints/Plots(24x36)	Per Sheet	\$3.00
Mileage	Per Mile (per IRS)	
Sub-Consultants	Cost x 1.1	



Approval Form

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

*Reviewed:

Leo Maestas, City Manager

Date

8/10/23

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

Date Submitted: 8/10/2023

Department Submitting: Utilities Department

Submitter: Benito Lujan

Documents to be reviewed: Contract for Molzen Corbin for Water Treatment Plant Engineering Services

Deadline: _____

Submitter Comments: _____

☐ Received by Human Resource: _____ Date: _____

City Manager / HR Comments: _____

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

Approved / Disapproved: (Reason for Disapproval): _____

☐ Changes: _____ Date: _____

1

Randall D. Vane Vane
Attorney Review

08.15.2023
Date

Approved / Disapproved: (Reason for Disapproval): _____

2

Finance Director

Date

Approved / Disapproved: (Reason for Disapproval): _____

3

Leo Maestas, City Manager

Date

☐ Received by City Clerk's Office
(Only if being placed on the Agenda)

Date: _____

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



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

Meeting Date: July 16, 2025

Date Submitted: July 7, 2025

Department: Community Development

Item/Topic: Request for approval of MOU between the City of Las Vegas and San Miguel - Mora County Fair Association.

Fiscal Impact: NONE

Attachments: Copy of the MOU.

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 _____



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

*Reviewed: 

Robert A. Anaya, City Manager

7/1/25
Date

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

Date Submitted: July 1, 2025

Department Submitting: Community Development Submitter: Scott Zunker

Documents to be reviewed: Updated MOU between the City of Las Vegas and San Miguel - Mora County Fair Association

Deadline: ASAP, we would like this to be on the July 16, 2025 Council Meeting

Submitter Comments: The Fair this year is the week of August 6 -10, 2025

☐ Received by CM - Office Mgr/HR: _____ Date: _____

City Manager / HR Comments: _____


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

Approved / Disapproved: (Reason for Disapproval): _____

Changes: _____

Date: _____

1


Attorney Review

07/02/2025

Date

Approved / Disapproved: (Reason for Disapproval): _____

2



Finance Director

Date

7-7-25

Approved / Disapproved: (Reason for Disapproval): _____

3


Robert A. Anaya, City Manager

Date

7/1/25

Received by City Clerk's Office

Date: _____

(Only if being placed on the Agenda)

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

MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN MIGUEL/MORA FAIR BOARD ASSOCIATION
AND THE CITY OF LAS VEGAS

THIS MEMORANDUM OF AGREEMENT (hereinafter, "MOU") entered on this _____ day of _____, 2025, by and between the SAN MIGUEL/MORA FAIR BOARD ASSOCIATION (hereinafter, "Fair Board"), and the CITY OF LAS VEGAS (hereinafter, "City") collectively referred to as the "Parties."

In the spirit of cooperation, mutual respect and service to our constituencies, this MOU commemorates the Parties' mutual intent to work together to provide continued access to City- owned property within the County Fairgrounds facility.

RECITALS AND PURPOSE

WHEREAS, San Miguel County owns property situate off State Road 65 north of the City of Las Vegas and identified as Tract B-1 consisting of 7.311 acres, more or less, and Tract A-2 consisting of 2.095 acres, more or less, situated within Projected Section B, Township 16 North, Range 16 East, NMPM, San Miguel County, New Mexico as shown on plat of survey prepared by Winston & Associates and recorded in the office of the San Miguel County Clerk in Book 34, Page 44; commonly known as the County Fairgrounds Facility; and

WHEREAS, San Miguel County utilizes this acreage for the purpose of constructing and maintaining buildings and facilities to be used by County residents for various indoor and outdoor activities that contribute to the development of local youth while providing opportunity for recreation and competition at all levels; and

WHEREAS, additional land is required to provide for adequate parking for patrons during events at the County Fairgrounds Facility; and;

WHEREAS, the City owns certain property within the boundaries of the County Fairgrounds Facility; and

WHEREAS, the City is willing to make certain property (Tract A) as described below, available for parking of motorized vehicles, overnight RV parking and concerts during events at the County Fairgrounds:

Tract A:

A tract of land designated Tract A on Winston and Associates, Inc., plat number 88117, prepared for the City of Las Vegas. Said tract being located within the City of Las Vegas, San Miguel. Said tract being more particularly described as follows:

Beginning at the New Mexico State "South Mesa" Triangulation Station, hence $87^{\circ}12'05''W$, a distance of 6,341.94 feet to a capped $5/8''$ rebar set at the E'ly most corner and True Point of Beginning of this tract.

Thence, along said City of Las Vegas property and State Armory Board property $N89^{\circ}07'15''W$, a distance of 94.28 feet to a capped $5/8''$ rebar set; $N89^{\circ}10'15''W$, a distance of 3,446.06 feet to a $1/2''$ capped rebar found in place.

Thence, along said Carol Craig Property, $N61^{\circ}46'08''E$ a distance of 1,305.63 feet to a capped $5/8''$ rebar set.

Thence, along said tract B, the following courses: $12^{\circ}51'05''E$ a distance of 379.01 feet to a capped rebar set,

Thence, $N55^{\circ}00'04''E$, a distance of 1,309.47 feet to a capped $5/8''$ rebar set at the N'ly most corner of the tract.

Thence, along the W'ly ROW line of State Road 65, the following courses: $32^{\circ}48'53''E$ a distance of 279.25 feet to a capped $5/8''$ rebar set.

Thence, $N57^{\circ}11'07''E$ a distance of 18.56 feet to a capped $5/8''$ rebar set.

Thence, $31^{\circ}58'09''E$, a distance of 775.62 feet to a 2" pipe found in place.

Thence, $39^{\circ}43'16''E$, a distance of 5095.67 feet to the True Point of Beginning of this tract.

Said tract containing 46.32 acres more or less.

WHEREAS, the expectations of each party are delineated by this MOU and are described below in the Agreement part of this MOU,

AGREEMENT

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Memorandum of Understanding, the Parties agree as follows:

1. DUTIES OF THE PARTIES:

The Parties shall perform the following services in good faith and fair dealing with one another.

A. City of Las Vegas Duties:

i. The City will provide access to Tract A, as described above to the Fair Board for use as motorized vehicle parking, overnight RV parking and concerts during Fair Board activities.

ii. The City shall provide that tract A is free from buildings or other structures or impediments that would impair the ability of the Fair Board to use Tract A as a vehicle parking facility, overnight RV parking facility and concerts facility.

B. The Fair Board's Duties:

- i. The Fair Board agrees as in kind service to keep and maintain the previously described Tract A in safe, orderly and sanitary condition.
- ii. The Fair Board will not be required to maintain, repair or rebuild, or make any alterations or replacements of any nature or description to the above described Tract A.
- iii. The Fair Board agrees as in kind service they will keep the above described Tract A in good condition and repair.
- iv. The Fair Board agrees that it will surrender the above described Tract A, in good order and condition, ordinary wear and tear excepted, at the conclusion of each Fair Board activity wherein the above described Tract A is used or occupied by patrons of the Fair Board.

2. TERM

This MOU shall continue in full force and effect unless terminated by either of the Parties in accordance with section 3 below.

3. TERMINATION, BREACH, AND REMEDIES

This MOU may be terminated for convenience by either of the Parties upon 30 days notice being given to the other Party.

4. AMENDMENT

This MOU shall not be altered, changed, or amended except by an instrument in writing executed by the parties hereto.

5. ENTIRE AGREEMENT

This MOU constitutes the entire understanding between the Parties and any modification or additional obligation assumed by either party in connection with this MOU shall be binding only if evidenced by a written document signed by each party or an authorized representative of each party.

6. GOVERNING LAW

The Laws of the State of New Mexico and venue shall be fixed in the Fourth Judicial District, San Miguel County, New Mexico.

7. WAIVER

No waiver by any Party of any term, covenant, condition or agreement contained herein, shall be deemed as a waiver of any other term, covenant, condition or agreement, nor a

waiver of breach thereof deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this MOU.

8. HOLD HARMLESS AND INDEMNIFY

The Fair Board shall hold harmless and indemnify the City, its, officers, employees, agents and attorneys from all claims, liabilities, obligations, losses, and the like, asserted by any third parties arising from or caused by the Fair Board's negligence, misrepresentation, fraud, or any other acts of professional malpractice. This indemnity and hold harmless agreement shall include reimbursement of all attorney fees, costs and expenses incurred by City, its officers, employees, agents, and attorneys in defending any such action.

9. SEVERABILITY

In case any one or more of the provisions contained in this MOU or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired.

10. SUCCESSORS IN INTEREST

This MOU shall be binding upon the Parties and their successors, assignees, and licensees.

11. COUNTERPARTS

This MOU may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one and the same instrument. Faxed or emailed signatures shall be given the same force and effect under this MOU as original signatures.

12. SECTION HEADINGS

The section headings in this MOU are inserted for convenience and are not intended to indicate completely or accurately the contents of the sections they introduce and shall have no bearing on the construction of the sections they introduce.

CITY OF LAS VEGAS

APPROVED:

ROBERT A. ANAYA
CITY MANAGER

DATE

SAN MIGUEL/MORA FAIR BOARD ASSOCIATION

APPROVED:

NAME: _____

DATE

TITLE: _____



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

Meeting Date: July 16, 2025

Date Submitted: 07/07/25

Department: Utilities

Item/Topic: Award RFP #2025-28 to Stagg Liuzza for professional legal service for special PFAS Litigation Council and enter into contract.

Advertised: May 23, 2025 Las Vegas Optic, Albuquerque Journal and City Website

Proposal Opening: July 2, 2025

Number of Proposers: 2 – Stag Liuzza and Spencer Fane.

Fiscal Impact: Costs budgeted through City funding out of the department line item number as needed.

Attachments: Original proposal, addendum #1, proposal opening sheet, proposals received, scoring matrix and proposed contract.

Committee Recommendation: This item will be discussed at the August 7, 2025 Utility Committee Advisory 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:

T. Mhz. by S. Manig

Department Director
Robert A. Anaya

Robert A. Anaya, City Manager

Reviewed By:

[Signature]

Finance Director

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

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

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



REQUEST FOR PROPOSALS

RFP: 2025-28

Professional Legal Service for Special PFAS Litigation Counsel

RFP Issue Date: May 23, 2025

PROPOSAL DUE: June 20, 2025 @ 2:00pm

Submission: 1 Original and 5 copies of Proposal

Submission Method: Proposals must be submitted by mail or delivered to the Clerk's Office

Casandra Fresquez, City Clerk:
City of Las Vegas
1700 North Grand Avenue
Las Vegas, NM 87701

Contact for Questions:

For inquiries regarding this RFP, contact:
Theresa Cordova, Chief Procurement Officer
1700 North Grand Ave, Las Vegas, NM 87701
(505) 454-1401(Ext. 1106)

REQUEST FOR PROPOSALS

The City of Las Vegas, New Mexico will open Sealed Proposals at 2: 00 pm, June 20, 2025, at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; ON THE FOLLOWING:

Professional Legal Service for Special PFAS Litigation Counsel


Proposal Forms and Specifications may be obtained from the following location: City Clerk's office at 1700 N GRAND AVE, LAS VEGAS, NM 87701

Mailed proposals should be addressed to the City Clerk, 1700 N. Grand Ave., Las Vegas, New Mexico 87701; with the envelope marked **Professional Legal Service for Special PFAS Litigation Counsel No. 2025-28**; on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the Offeror to see that their proposal is delivered to the City Clerk by the date and time set for the proposal request. If the mail or delivery of proposal request is delayed beyond the opening date and time, proposal thus delayed will not be considered. Proposals will be reviewed at a later date with possible negotiations to follow.

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

CITY OF LAS VEGAS,


Acting City Manager


Casandra Fresquez, City Clerk


Morris Madrid, Finance Director


Theresa Cordova, Chief Procurement Officer

Opening No. 2025-28

Date Issued: 05/23/2025

Published: Las Vegas Optic, 2025

Albuquerque Journal, 2025

www.lasvegasnm.gov, 2025

TABLE OF CONTENTS

A.	PURPOSE OF THIS REQUEST FOR PROPOSALS.....	5
B.	BACKGROUND INFORMATION	5
C.	SCOPE OF PROCUREMENT.....	5
D.	PROCUREMENT MANAGER	5
E.	DEFINITION OF TERMINOLOGY	5
F.	PROCUREMENT WEBSITE	8
II. CONDITIONS GOVERNING THE PROCUREMENT		10
A.	SEQUENCE OF EVENTS.....	10
B.	EXPLANATION OF EVENTS	10
1.	Issuance of RFP.....	10
2.	Acknowledgement of Receipt.....	10
3.	Pre-Proposal Conference	Error! Bookmark not defined.
4.	Deadline to Submit Written Questions.....	11
5.	Response to Written Questions	11
6.	Organization References Due	Error! Bookmark not defined.
7.	Submission of Proposal.....	11
8.	Proposal Evaluation.....	11
9.	Selection of Finalists	12
10.	Best and Final Offers.....	Error! Bookmark not defined.
11.	Oral Presentations	Error! Bookmark not defined.
12.	Finalize Contractual Agreements.....	12
13.	Contract Awards	12
14.	Protest Deadline	12
C.	GENERAL REQUIREMENTS.....	13
1.	Acceptance of Conditions Governing the Procurement.....	13
2.	Incurring Cost	13
3.	Prime Consultant Responsibility	13
4.	Sub-Consultants/Consent	13
5.	Amended Proposals.....	13
6.	Offeror's Rights to Withdraw Proposal	13
7.	Proposal Offer Firm	13
8.	Disclosure of Proposal Contents	14
9.	No Obligation	14
10.	Termination	14
11.	Sufficient Appropriation.....	14
12.	Legal Review	14
13.	Governing Law	15
14.	Basis for Proposal	15
15.	Contract Terms and Conditions	15
16.	Offeror's Terms and Conditions	15
17.	Contract Deviations	16
18.	Offeror Qualifications	16
19.	Right to Waive Minor Irregularities.....	16
20.	Change in Consultant Representatives	16
21.	Notice of Penalties	16
22.	City Rights	16
23.	Right to Publish.....	16
24.	Ownership of Proposals	16
25.	Confidentiality	17
26.	Electronic mail address required	17
27.	Use of Electronic Versions of this RFP.....	17

28.	New Mexico Employees Health Coverage	17
29.	Campaign Contribution Disclosure Form (Appendix B).....	17
30.	Letter of Transmittal (Appendix D)	18
31.	Debarment Certification (Appendix G)	18
32.	New Mexico Preferences	20
III. RESPONSE FORMAT AND ORGANIZATION		20
A.	NUMBER OF RESPONSES	20
B.	NUMBER OF COPIES	20
C.	PROPOSAL FORMAT	21
1.	Proposal Content and Organization	21
IV. SPECIFICATIONS		22
A.	SCOPE OF WORK.....	22
B.	TECHNICAL SPECIFICATIONS	22
1.	Specialized Competence of Firm.....	22
2.	Past Record of Performance	22
3.	Capacity & Capability of Firm	23
4.	Understanding the Required Services and Quality Assurance.....	23
5.	Proximity to or Familiarity with the Affected Areas	23
6.	Amount of Work that will be done in New Mexico.....	23
C.	BUSINESS SPECIFICATIONS	23
1.	Letter of Transmittal Form	23
2.	Non-Collusion Affidavit.....	23
3.	Debarment Certification.....	24
4.	Campaign Contribution Disclosure Form.....	24
5.	New Mexico Preferences	24
6.	Cost Proposal or Fee Schedule.....	24
V. EVALUATION		24
A.	EVALUATION POINT SUMMARY	24
B.	EVALUATION FACTORS	25
B.1	Criteria 1	25
B.2	Criteria 2	25
B.3	Criteria 3	25
B.4	Criteria 4	25
B.5	Criteria 5	25
B.6	Criteria 6	25
C.1	Letter of Transmittal (Appendix D)	25
C.2	Debarment Certification (Appendix G).....	25
C.3	Non-Collusion Affidavit (Appendix H).....	25
C.4	Campaign Contribution Disclosure Form (Appendix B).....	25
C.	EVALUATION PROCESS	25
APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM		27
APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM.....		28
APPENDIX C – PROFESSIONAL SERVICES AGREEMENT		30
APPENDIX D – LETTER OF TRANSMITTAL FORM		45
APPENDIX E – ORGANIZATIONAL REFERENCE QUESTIONNAIRE		47
APPENDIX F – DETAILED SCOPE OF WORK.....		48
APPENDIX G – DEBARMENT CERTIFICATION.....		49
APPENDIX H – NON-COLLUSION AFFIDAVIT.....		50
EXHIBIT A - PROPOSAL SUBMITTAL EXAMPLE (NOTE: THIS IS ONLY AN EXAMPLE)		51

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The City of Las Vegas is requesting sealed qualification-based proposals for the procurement of Professional Legal Services for Special PFAS Litigation Counsel. The award shall be made to the responsible offeror whose proposal is most advantageous to the City of Las Vegas (City), taking into consideration the evaluation factors set forth in this RFP.

B. BACKGROUND INFORMATION

The City seeks to retain legal services for the purpose of providing legal services related to the filing of a civil action and/or claims in the pending settlements for recovery of costs associated with damages to the public drinking water system and/or public wastewater system against potential Defendants who manufactured, marketed, distributed, and/or sold per- and polyfluoroalkyl substances ("PFAS") and aqueous film-forming foam ("AFFF"), in multiple product liability multi-district litigation actions.

C. SCOPE OF PROCUREMENT

The City is conducting a single-award RFP for Professional Legal Service for Special PFAS Litigation Counsel. It is anticipated that the award under this RFP will result in a Professional Services Contract for an initial term of one-year with the option to renew for up to three (3) additional one-year terms/length of project.

D. CHIEF PROCUREMENT OFFICER

The City has assigned a Chief Procurement Officer who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name:	Theresa Cordova, Chief Procurement Officer
Address:	1700 North Grand Ave, Las Vegas, NM 87701
Telephone:	(505) 454-1401(Ext. 1106)
Email:	tcordova@lasvegasm.gov

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Chief Procurement Officer. Offerors may contact **ONLY** the Chief Procurement Officer regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the City. **Protests of the solicitation or award must be delivered by mail to the Chief Procurement Officer.** The Chief Procurement Officer shall act as a Protest Manager as pursuant to NMSA 1978, § 13-1-172. **ONLY** protests delivered directly to the Chief Procurement Officer in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule, and this Request for Proposals. Emailed protests will not be considered as properly submitted.

E. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

"City" means the City of Las Vegas sponsoring the Procurement action.

"Authorized Purchaser" means an individual authorized by a Participating Entity to place orders against this contract.

"Award" means the final execution of the contract document.

"Business Hours" means 8:00 AM through 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

"CLV" means the City of Las Vegas

"Close of Business" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

"Confidential" means confidential financial information concerning offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

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

"Contractor" means any business having a contract with a state Village or local public body.

"Determination" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" the terms "may", "can", "should", "preferably", or "prefers" to identify a desirable or discretionary item or factor.

"Electronic Version/Copy" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a USB flash drive. The electronic version/copy can NOT be emailed.

"Evaluation Committee" means a body appointed to perform the evaluation of Offerors' proposals.

"Evaluation Committee Report" means a report prepared by the Chief Procurement Officer and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

"Finalist" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for Consultant personnel, as well as Sub-Consultant personnel if appropriate.

"Mandatory" – the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal.

"Minor Technical Irregularities" means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.

"Multiple Source Award" means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.

"Offeror" is any person, corporation, or partnership who chooses to submit a proposal.

"Price Agreement" means a definite quantity contract or indefinite quantity contract which requires the Consultant to furnish items of tangible personal property, services or construction to a state, city or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.

"Chief Procurement Officer" means any person or designee authorized by a state City or local public body to enter into or administer contracts and make written determinations with respect thereto.

"Procuring City" means all City of Las Vegas agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to entertain procurements.

"Project" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved, and project acceptance is given by the project executive sponsor.

"Redacted" means a version/copy of the proposal with the information considered confidential as defined by NMAC 1.4.1.45 and defined herein and outlined in Section II.C.8 of this RFP blacked out BUT NOT omitted or removed.

"Request for Proposals (RFP)" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Offeror" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

"Responsive Offer" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Sealed” means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in the Offeror’s proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT WEBSITE

The procurement website is available. Offerors are encouraged to review the material contained on the procurement website by selecting the link for the procurement you are interested in. The website contains information such as the electronic version of RFP, Plans, Addendums and Technical Memos.

<https://www.lasvegasnm.gov/copy-of-emergency-purchases>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Chief Procurement Officer will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates - Time Frames
1. Issue RFP	Agency	05/23/2025
2. Acknowledgement Receipt Form (Appendix A)	Potential Offerors	06/06/2025
3. Deadline to submit Questions	Potential Offerors	06/09/2025
4. Response to Written Questions	Chief Procurement Officer	06/12/2025
<i>5. Submission of Proposal</i>	<i>Potential Offerors</i>	<i>06/20/2025</i>
6. Proposal Evaluation	Evaluation Committee	06/23/2025
7. Selection of Finalists	Evaluation Committee	06/24/2025
8. Finalize Contractual Agreements	Finalist Offerors	07/09/2025
9. Contract Awards	Finalist Offerors	07/28/2025
10. Protest Deadline	Offerors/Agency	08/18/2025

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in Section II. A., above.

1. Issuance of RFP

This RFP is being issued on behalf of the City of Las Vegas on the date proposed in Section II. A.

2. Acknowledgement of Receipt

Potential Offerors should deliver the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Chief Procurement Officer by the date and time proposed in Section II. A.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form shall constitute a

presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Chief Procurement Officer as to the intent or clarity of this RFP on the date and at the time proposed in Section II. A. All written questions must be addressed to the Chief Procurement Officer as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

4. Response to Written Questions

Responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in II.B.2 before the deadline. Additional copies will be posted to: <https://www.lasvegasnm.gov/copy-of-emergency-purchases>

5. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CHIEF PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN THE DATE AND TIME PROPOSED IN SECTION II. A. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Chief Procurement Officer at the address listed in Section I, Paragraph D2. Proposals must be sealed and labeled on the outside of the package with the title and number of this RFP to clearly indicate that they are in response to this advertisement. Proposals submitted by facsimile or other electronic means will not be accepted. (See Exhibit A Proposal Submittal Example)

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City signature on the contract(s) resulting from the procurement has been obtained.

6. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Chief Procurement Officer may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

7. Selection of Finalists

The Evaluation Committee will select, and the Chief Procurement Officer will notify the finalist Offerors as per schedule Section II. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined at this time, if applicable.

8. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the City. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the City reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

9. Contract Awards

After reviewing the Evaluation Committee Report and the signed contractual agreement, the City Procurement office will award as per the schedule in Section II. A., Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the City.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the City and taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate City approval.

10. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day.

Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Theresa Cordova, Chief Procurement Officer
City of Las Vegas
1700 North Grand Ave
Las Vegas, NM 87701

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V. of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Consultant Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime Consultant is solely responsible for fulfillment of all requirements of the contractual agreement with the City which may derive from this RFP. The City entering into a contractual agreement with a vendor will make payments to only the prime Consultant.

4. Sub-Consultants/Consent

The use of Sub-Consultants is allowed. The prime Consultant shall be wholly responsible for the entire performance of the contractual agreement whether or not Sub-Consultants are used. Additionally, the prime Consultant must receive approval in writing from the City before any Sub-Consultant is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City personnel will not merge, collate, or assemble proposal materials.

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Chief Procurement Officer and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the City. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- a. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
 - b. Confidential data is restricted to:
 1. confidential financial information concerning the Offeror's organization,
 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 3. PLEASE NOTE: The price of products offered, or the cost of services proposed shall not be designated as proprietary or confidential information.
- B. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the City shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

9. No Obligation

This RFP in no manner obligates the City to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the City determines such action to be in the best interest of the City.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the Consultant. The City's decision as to whether sufficient appropriations and authorizations are available will be accepted by the Consultant as final.

12. Legal Review

The City requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Chief Procurement Officer.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied, in writing, by the City through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the City and Consultant will follow the format specified by the City and contain the terms and conditions set forth in the Sample Contract Appendix C. However, the City reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions set forth in the RFP Sample Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language.

General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the City. Please see Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Consultant Representatives

The City reserves the right to require a change in Consultant representatives if the assigned representative(s) is (are) not, in the opinion of the city, adequately meeting the needs of the City.

21. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. City Rights

The City, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and Consultants must secure from the City written approval prior to the release of any information that pertains to the potential work, or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the City.

25. Confidentiality

Any confidential information provided to, or developed by, the Consultant in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the City.

The Consultant(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the City, the Offeror acknowledges that the version maintained by the City shall govern. Please refer to: <https://www.lasvegasnm.gov/copy-of-emergency-purchases>.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Consultant and City exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state or City.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form (Appendix B)

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Mayor and City

Councilors or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal (Appendix D)

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal MUST:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify Sub-Consultants (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. Explicitly indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. Explicitly indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in paragraph 2 above.

31. Debarment Certification (Appendix G)

A. Any prospective Consultant and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with the City for professional services, tangible personal property, services or construction agrees to disclose whether the Consultant, or any principal of the Consultant's company:

1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state New Mexico or local public body;
2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;

4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal, state, or local public body.
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Consultant shall provide immediate written notice to the City Chief Procurement Officer or other party to this Agreement if, at any time during the term of this Agreement, the Consultant learns that the Consultant's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Consultant's responsibility and ability to perform under this Agreement. Failure of the Consultant to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Consultant is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Consultant must provide immediate written notice to the City Chief Procurement Officer or other party to this Agreement. If it is later determined that the Consultant knowingly rendered an erroneous disclosure, in addition to other remedies available to the Governing Body, the City Manager may terminate the involved contract for cause. Still further the City Chief Procurement Officer or the City's Finance Director may suspend or debar the Consultant from

eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City Chief Procurement Officer or the City's Finance Director.

32. New Mexico Preferences

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors must include a copy of their preference certificate with their proposal. Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue.

<http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

A. New Mexico Resident Business or Native American Resident Business Preference

A copy of the certification must accompany your proposal.

B. New Mexico Resident Veterans Business or Native American Resident Veteran Business Preference

A copy of the certification must accompany your proposal.

The City shall not award a business both a resident business preference and a resident veteran business preference.

The New Mexico Preferences shall not apply when the expenditure for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

(See Exhibit A. Proposal Submittal Example)

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors shall deliver:

- 1. Technical Proposals** – One (1) ORIGINAL, four (5) HARD COPIES, and one (1) electronic copy of the proposal; ORIGINAL and COPY shall be in separate labeled binders. **The electronic version/copy can NOT be emailed.**

- Proposals containing confidential information **must** be submitted as two separate binders:

- **Unredacted** version for evaluation purposes

- **Redacted** version (information blacked out and not omitted or removed) for the public file

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e. One (1) **unredacted** USB drive, one (1) **redacted** USB drive). The **electronic version can NOT be emailed.**

The original, hard copy and electronic copy information **must** be identical. In the event of a conflict between versions of the submitted proposal, the Original hard copy shall govern.

2. **Cost Proposal or Fee Schedule** - The cost proposal must be submitted in a separate binder and clearly labeled "Cost Proposal or "Fee Schedule." Only one original version is needed.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Response Format and Organization**, may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals:

1. **Proposal Content and Organization**

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. (See Exhibit A: Proposal Submittal Example)

Technical Proposal

- A. Signed Letter of Transmittal (Appendix D)
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications
 1. Specialized Competence of Firm
 2. Past Record of Performance
 3. Capacity & Capability of Firm
 4. Understanding the Required Services and Quality Assurance
 5. Proximity to or Familiarity with the Affected Areas
 6. Amount of Work that will be done in New Mexico
 7. Signed Campaign Contribution Form (Appendix B)
 8. Debarment Certification (Appendix G)

- 9. Non-Collusion Affidavit (Appendix H)
- 10. New Mexico Preferences (If Applicable)
- G. Other Supporting Material (If applicable)

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. SCOPE OF WORK

A detailed scope of work has been attached as Appendix F.

B. TECHNICAL SPECIFICATIONS

1. Specialized Competence of Firm

- Summarize the respondent's unique qualifications in providing legal services including brief history of the firm, size, structure and areas of practice.
- Complete resumes for three (3) qualified attorneys designated by the firm at City will select one of the three as the point of contact or lead attorney if the firm is selected.
- Provide information on certifications or licenses, educational institution conferring law degree and year of degree, professional background and professional associations.
- Provide information about the range of services offered and available support staff.
- Affirmatively state that all assigned attorneys are licensed and in good standing.

2. Past Record of Performance

- Provide experience advising local and county governments in damages recovery in PFAS and AFFF multiple product liability multi-district litigation actions.
- Provide experience with litigation related to damages recovery in PFAS and AFFF multiple product liability multi-district litigation actions.
- Provide examples of expertise in the civil aspects of municipal law.
- Provide at least three (3) professional references for the firm, preferably from municipal clients similar to the City: including the names, addresses, and telephone numbers, email addresses
- Provide at least three (3) professional references including the names, addresses, and telephone numbers, email addresses, for each of the three (3) qualified

attorneys designated by the firm, from which the City will select one of the three as the point of contact or lead attorney.

3. Capacity & Capability of Firm

- Provide information on the following to demonstrate the respondent's availability and capacity to provide timely legal services.
- Provide a statement describing how the respondent proposes to provide damages recovery representation services to the City. Address issues such as office location, accessibility to City's governing body, staff, governing body meeting attendance, and other meetings including any virtual meetings that may be required. Counsel must be available by phone, video conference, fax, cell phone, and email.
- Provide documentation of workload capacity commensurate with the level of service required by the City.
- Provide information about the respondent's availability and capability to perform on short notice and to ensure a timely response and completion based on the City's schedules and deadlines.

4. Understanding the Required Services and Quality Assurance

- Provide a list of all local agencies or clients the respondent now represents which may cause a potential conflict of interest with the City
- Describe how the respondent protects client confidentiality. This applies to all information and communications, including electronic communications, unless available to the public through a public records request and otherwise not subject to specific exemption.
- Describe the respondent's intended approach to communicate with the City regarding progress reports, status reports, recommendations, status of opinions, etc.

5. Proximity to or Familiarity with the Affected Areas

- Offerors must provide a summary of their understanding of the Services required.
- Offerors should demonstrate their knowledge of the City of Las Vegas and surrounding area and the unique challenges that the area faces.

6. Amount of Work that will be done in New Mexico

- Offerors must provide a summary of the amount of work that will be completed in New Mexico.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form (See Appendix D). The form **must** be completed and must be signed by the person authorized to obligate the company.

2. Non-Collusion Affidavit

The Offeror's proposal **must** be accompanied by the completed and notarized Non-Collusion Affidavit (See Appendix H).

3. Debarment Certification

The Offeror's proposal must be accompanied by the completed and signed Debarment Certification form (See Appendix G).

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See Appendix B).

5. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. New Mexico Resident Business or Native American Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Points for a New Mexico Business is 8%.

B. New Mexico Resident Veterans Business or Native American Resident Business Preference

If the Offeror has provided a copy of their Preference Certificate the Preference Point is 10%.

6. Cost Proposal or Fee Schedule

The offeror's proposal must be accompanied by the completed Cost Proposal or Fee Schedule.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Factors – correspond to section IV.B and IV C	Points Available
B. Technical Specifications	
1. Specialized Competence of Firm	20
2. Past Record of Performance	20
3. Capacity & Capability of Firm	20
4. Understanding the Required Services and Quality Assurance	20
5. Proximity to or Familiarity with the Affected Areas	10
6. Amount of Work that will be done in New Mexico	10
C. Business Specifications	
1. Letter of Transmittal (Appendix D)	Pass/Fail
2. Debarment Certification (Appendix G)	Pass/Fail
3. Non-Collusion Affidavit (Appendix H)	Pass/Fail

4. Campaign Contribution Disclosure Form (Appendix B)	Pass/Fail
5.A. New Mexico Resident Business Preference	8
5.B. New Mexico Resident Veterans Business Preference	10
TOTAL POSSIBLE POINTS	110 points

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

Technical Specifications

B.1 Criteria 1

Points will be awarded based on Specialized Competence of Firm.

B.2 Criteria 2

Points will be awarded based upon Past Record of Performance

B.3 Criteria 3

Points will be awarded based upon Capacity & Capability of Firm.

B.4 Criteria 4

Points will be awarded based upon Understanding the Required Services and Quality Assurance.

B.5 Criteria 5

Points will be awarded based on the Proximity to or Familiarity with the Affected Areas.

B.6 Criteria 6

Points will be awarded based on the Amount of Work that will be done in New Mexico.

Business Specifications

C.1 Letter of Transmittal (Appendix D)

Pass/Fail only. No points assigned.

C.2. Debarment Certification (Appendix G)

Pass/Fail only. No points assigned.

C.3. Non-Collusion Affidavit (Appendix H)

Pass/Fail only. No points assigned.

C.4. Campaign Contribution Disclosure Form (Appendix B)

Pass/Fail only. No points assigned.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Chief Procurement Officer may contact the Offeror for clarification of the response as specified in Section II. B.7.
3. The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.
4. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the City taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A – ACKNOWLEDGEMENT OF RECEIPT FORM

RFP #2025-28 Professional Legal Service for Special PFAS Litigation Counsel

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that they have received a complete copy, beginning with the title page and table of contents, and ending with APPENDIX H.

The acknowledgement of receipt shall be signed and returned to the Chief Procurement Officer no later than date proposed in Section II. A. in the advertised RFP. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposal.

City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701
E-mail: tcordova@lasvegasnm.gov

APPENDIX B – CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state City or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state City or local public body. This form must be filled in even if the contract qualifies as a small purchase or a sole source contract. The prospective Consultant must disclose whether they, a family member or a representative of the prospective Consultant has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the Consultant submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the Consultant signs the contract, if the aggregate total of contributions given by the prospective Consultant, a family member or a representative of the prospective Consultant to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state City or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective Consultant, a family member of the prospective Consultant, or a representative of the prospective Consultant gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective Consultant fails to submit a fully completed disclosure statement pursuant to the law.

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

The following definitions apply:

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

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Consultant: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s):

Nature of Contribution(s): _____

Purpose of Contribution(s): _____

(Attach extra pages if necessary)

Signature

Date

Title (position)

—OR—

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

Signature

Date

Title (Position)

APPENDIX C – PROFESSIONAL SERVICES AGREEMENT

(Blank to next page)

**PROFESSIONAL SERVICES AGREEMENT FOR
Professional Legal Service for Special PFAS Litigation Counsel**

THIS Agreement ("Agreement") is made by and between the City of Las Vegas, hereinafter referred to as the "Procuring Agency", and XXXXXXXXXX, hereinafter referred to as the "Consultant" and collectively the "Parties".

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

City of Las Vegas
Department: Finance
ATTN: Chief Procurement Officer
Street: 1700 North Grand Ave.
City, State, Zip: Las Vegas, NM 87701
Phone: 505-454-1401 Ext. 1106
Email: tcordova@lasvegasnm.gov

Consultant
ATTN:
Title: President
Street: 123 Main Street
City, State, Zip: Any Town, XX 99999
Phone: XXX/XXX-XXXX
Email: xxxx@xxxx.com

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et. seq.* and Procurement Code Regulations, NMAC 1.4.1 *et. seq.* the Consultant has held itself out as an entity with the ability to provide the required services to implement the Scope of Work as contained herein and the Procuring Agency has selected the Consultant as the offeror most advantageous to the State of New Mexico; and

WHEREAS, all terms and conditions of the RFP #2025-011P Professional Legal Service for Special PFAS Litigation Counsel and the Consultant's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- A. "Business Hours" means 8:00 AM to 5:00 PM Local Time.
- B. "Procuring Agency" means any state agency or local body that enters into an Agreement to procure products or services.
- C. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended only through a written amendment signed by all required signatories and with the prior approval of the Agreement Administrator, if any. New products and services beyond those in the original procurement (whether RFP or ITB) shall not be added to the Products and Services Schedule.
- D. "RFP" means Request for Proposals as defined in statute and rule.

E. "RPR" means Resident Project Representative.

F. "You" and "your" refers to (Consultant Name). "We," "us" or "our" refers to the City of Las Vegas.

2. Scope of Work

The Consultant shall perform the work as outlined in Exhibit A, attached hereto and incorporated herein by reference.

3. Compensation

A. Compensation Schedule. The Procuring Agency shall pay the Consultant based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less retainage, if any, as identified in paragraph D of this Clause.

B. Payment. The total compensation under this Agreement shall not exceed approved task order dollar amounts including New Mexico gross receipts tax. **This amount is a maximum and not a guarantee that the work assigned to be performed by Consultant under this Agreement shall equal the amount stated herein.** The Parties do not intend for the Consultant to continue to provide Services without compensation when the total compensation amount is reached. Consultant is responsible for notifying the Procuring Agency when the Services provided under this Agreement reach the total compensation amount. In no event will the Consultant be paid for Services provided in excess of the total compensation amount without this Agreement being amended in writing prior to services, in excess of the total compensation amount being provided.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and Acceptance of a detailed, certified Payment Invoice. Payment will be made to the Consultant's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Consultant within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices **MUST BE** received by the Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such a date **WILL NOT BE PAID.**

C. Taxes. The Consultant shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Consultant by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONSULTANT BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Consultant's sole responsibility and should be reported under the Consultant's Federal and State tax identification number(s).

Consultant and any and all Sub-Consultants shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Consultant. Consultant shall require all Sub-Consultants to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Not Applicable. The Parties agree there is no retainage.

E. Performance Bond. Not Applicable. The Parties agree there is no Performance Bond.

4. Term

This agreement shall be effective XXXXXX, XXX, 20XX through XXX XX, 20XX, unless terminated pursuant to this Agreement's Termination Clause or Appropriations Clause. The Procuring Agency reserves the right to renew the Agreement through a written amendment signed by all required signatories, but in any case, the Agreement shall not exceed the total number of years allowed pursuant to NMSA 1978, § 13-1-150.

5. Termination

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Consultant may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Consultant written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Consultant shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Consultant's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Consultant of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Consultant (i) if the Consultant becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Consultant is suspended or debarred by the City of Las Vega; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Consultant's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Consultant shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

6. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Council for the City of Las Vegas for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Council, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Consultant. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Consultant and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Consultant shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Consultant

The Consultant and its agents and employees are independent Consultants performing professional or general services for the Procuring Agency and are not employees of the City of Las Vegas. The Consultant and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City of Las Vegas as a result of this Agreement. The Consultant acknowledges that all sums received hereunder are reportable by the Consultant for tax purposes, including without limitation, self-employment and business income tax. The Consultant agrees not to purport to bind the City of Las Vegas unless the Consultant has express written authority to do so, and then only within the strict limits of that authority.

8. Conflict of Interest; Governmental Conduct Act

A. The Consultant represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance, or services required under the Agreement.

B. The Consultant further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Consultant specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Consultant does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Consultant is not a public officer or employee of the City; (ii) the Consultant is not a member of the family of a public officer or employee of the City; (iii) the Consultant is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Consultant is a public officer or employee of the City, a

member of the family of a public officer or employee of the City, or a business in which a public officer or employee of the City or the family of a public officer or employee of the City has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Consultant is not, and has not been represented by, a person who has been a public officer or employee of the City within the preceding year and whose official act directly resulted in this Agreement and (ii) the Consultant is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the City whose official act, while in City employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Consultant is not a councilor; (ii) the Consultant is not a member of a councilor's family; (iii) the Consultant is not a business in which a councilor or a councilor's family has a substantial interest; or (iv) if the Consultant is a councilor, a member of a councilor's family, or a business in which a councilor or a councilor's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Consultant has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement, or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Consultant has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Consultant's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Consultant shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Consultant learns that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Consultant's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. Merger

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

11. Penalties for violation of law

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. Equal Opportunity Compliance

The Consultant agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Consultant assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Consultant is found not to be in compliance with these requirements during the life of this Agreement, Consultant agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation

The Consultant agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Consultant fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

14. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a Lincoln County court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Consultant acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. Records and Financial Audit

The Consultant shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments

16. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

18. Non-Collusion

In signing this Agreement, the Consultant certifies the Consultant has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Purchasing Agency.

19. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

20. Headings

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

21. Default/Breach

In case of Default and/or Breach by the Consultant, for any reason whatsoever, the Procuring Agency may procure the goods or Services from another source and hold the Consultant responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency may also seek all other remedies under the terms of this Agreement and under law or equity.

22. Equitable Remedies

Consultant acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Consultant consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

23. New Mexico Employees Health Coverage

A. If Consultant has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Consultant certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Consultant and the State exceed \$250,000 dollars.

B. Consultant agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Consultant agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com/>.

24. Employee Pay Equity Reporting

Consultant agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this Agreement, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. If Consultant has (250) or more employees Consultant must complete and submit the PE250 form on the annual anniversary of the initial report submittal for agreements up to one (1) year in duration. For agreements that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Consultant also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual agreement anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the Agreement, whichever comes first. Should Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Consultant also agrees to levy this requirement on any Sub-Consultant(s) performing more than 10% of the dollar value of this Agreement if said Sub-Consultant(s) meets, or grows to meet, the stated employee size thresholds during the term of the Agreement. Consultant further agrees that, should one or more Sub-Consultant not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Consultant will submit the required report, for each such Sub-Consultant, within ninety (90)

days) of that Sub-Consultant meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such Sub-Consultant, shall be due on the annual anniversary of the initial report submittal. Consultant shall submit the required form(s) to the City of Las Vegas Purchasing Department, and other departments as may be determined, on behalf of the applicable Sub-Consultant(s) in accordance with the schedule contained in this Clause. Consultant acknowledges that this Sub-Consultant requirement applies even though Consultant itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Agreement was procured pursuant to a solicitation, and if Consultant has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

25. Indemnification

The Consultant shall defend, indemnify and hold harmless the Procuring Agency from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Consultant, its officers, employees, servants, Sub-Consultants, or agents resulting in injury or damage to persons or property during the time when the Consultant or any officer, agent, employee, servant or Sub-Consultant thereof has performed or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Consultant or any officer, agent, employee, servant or Sub-Consultant under this Agreement is brought against the Consultant, the Consultant shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency by certified mail.

26. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Consultant fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Consultant liable for any excess cost occasioned by the City due to the Consultant's default. The Consultant shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Consultant; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of Sub-Consultants due to any of the above, unless the City shall determine that the supplies or services to be furnished by the Sub-Consultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. Assignment

The Consultant shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

28. Subcontracting

The Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Consultant from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

29. Inspection of Plant

The Procuring Agency that is a party to this Agreement may inspect, at any reasonable time during Consultant's regular business hours and upon prior written notice, the Consultant's plant or place of business, or any Sub-Consultant's plant or place of business, which is related to the performance of this Agreement.

30. Commercial Warranty

The Consultant agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Consultant gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other Clause of this Agreement or order. Consultant agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. Condition of Proposed Items

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

32. Release

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. Confidentiality

Any Confidential Information provided to the Consultant by the Procuring Agency or, developed by the Consultant based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Consultant shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) business days of such termination. Consultant acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

34. Consultant Personnel

A. Key Personnel. Consultant's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those

individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Consultant Staff Name(s)]

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Consultant's personnel assigned to the Project is reduced for any reason, Consultant shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Consultant shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Consultant shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Consultant's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

35. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Consultant's best and final offer; and (3) the Consultant's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Consultant's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Consultant's response to the request for proposals.

36. Inspection

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Consultant's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

37. Inspection of Services

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Consultant shall provide and maintain an inspection system acceptable to the Procuring Agency covering the services under this Agreement. Complete records of all inspection work performed by the Consultant shall be maintained and made available to the Procuring Agency during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The Procuring Agency has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Procuring Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Consultant's performance.

D. If the Procuring Agency performs inspections or tests on the premises of the Consultant or a Sub-Consultant, the Consultant shall furnish, and shall require Sub-Consultants to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services does not conform with the requirements of this Agreement, the Procuring Agency may require the Consultant to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Procuring Agency may:

(1) require the Consultant to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Consultant fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Procuring Agency may:

(1) by Agreement or otherwise, perform the services and charge to the Consultant any cost incurred by the Procuring Agency that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

38. Contract Provisions

Per Federal Requirements of 44 CFR § 13.36, this contract entered between the City of Las Vegas (Owner) and (Consultant), unless otherwise specified in the above-mentioned sections, shall be in full compliance with the following paragraph (i) of 44 CFR § 13.36. Owner and Consultant understand that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

A. Administrative, contractual, or legal remedies in instances where Consultants violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.

B. Termination for cause and for convenience by the grantee or subgrantee including the

manner by which it will be affected and the basis for settlement.

- C. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- D. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- E. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).
- F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- G. Notice of awarding agency requirements and regulations pertaining to reporting.
- H. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or undersuch contract.
- I. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- J. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- K. Financial and administrative records for all projects receiving only federal funds shall be retained for a minimum period of three (3) years following the date of the receipt of the final payment of federal funds. Financial and administrative records for all projects that received state funding shall be retained for a minimum period of six (6) years following the receipt of the final payment of state funds. During the period of record retention, the sub-grant may be audited, and the applicant agrees to make their records available to auditors upon request from DHSEM.
- L. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- M. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. Prime Consultant must be in compliance with (2 C.F.R. § 200.319) in regards to hiring Sub-Consultants.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE VILLAGE PARTIES OF THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

39. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Consultant shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City of Las Vegas as additional insured.

- A. Workers Compensation (including accident and disease coverage) at the statutory limit.
Employers' liability: \$100,000.
- B. Errors and Omission Insurance: Contractor agrees to maintain, during the term of the Agreement, Errors and Omission Insurance with a minimum of One Million Dollars (\$1,000,000.00) coverage per occurrence and Three Million Dollars (\$3,000,000.00) aggregate.
- C. Consultant shall maintain the above insurance for the term of this Agreement and name the City of Las Vegas as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Consultant. Such a certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

40. Arbitration

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

IN WITNESS WHEREOF, the parties have executed this Agreement. The effective date is the date of approval by the City of Las Vegas out hereinafter.

SIGNATURES:

City of Las Vegas:

Consultant:

David Romero, Mayor

Consultant, Title

Date: _____

Date: _____

ATTEST: _____
Casandra Fresquez, City Clerk

APPENDIX D – LETTER OF TRANSMITTAL FORM

RFP#: 2025-28 Professional Legal Service for Special PFAS Litigation Counsel

Offeror Name: _____ **FEIN#** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Consultants (Select one)

_____ No Sub-Consultants will be used in the performance of any resultant contract OR

_____ The following Sub-Consultants will be used in the performance of any resultant contract:

(Attach extra sheets, as needed)

6. Please describe any relationship with any entity (other than Sub-Consultants listed in (5) above) which will be used in the performance of any resultant contract.

(Attach extra sheets, as needed)

7. _____ On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C.1.
- _____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- _____ I acknowledge receipt of any and all amendments to this RFP.

Authorized Signature

(Must be signed by the person identified in Item #2, above.)

Date

APPENDIX E – ORGANIZATIONAL REFERENCE QUESTIONNAIRE

RFP#: 2025-28 Professional Legal Service for Special PFAS Litigation Counsel

RESERVED

APPENDIX F – DETAILED SCOPE OF WORK

RFP# 2025-028 Professional Legal Service for Special PFAS Litigation Counsel

The Offeror shall perform Professional Legal Services for Special PFAS Litigation Counsel on an as needed basis, as hereafter stated, for customary and incidental services for the Municipality. The Offeror shall fully and timely provide all deliverables described herein in strict accordance with the terms, covenants, and conditions of the Contract. The agreement term will be for one year with the option for renewal for 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 Governing Body.

The Offeror is hereby notified that this request for proposals and Contract may result in a price agreement that may be relied upon and utilized by similarly situated local governmental entities pursuant to NMSA 1978, § 13-1-129 and the New Mexico Procurement Code.

The duties of the offeror shall include but are not limited to the following services and requirements:

- a) Legal assistance, support, and representation as determined by the City in connection with recovery of costs associated with PFAS and AFFF damages to the public drinking water system and/or public wastewater system.
- b) Identify, quantify, and conduct necessary testing relating to identifying the financial impact of the City's direct, indirect, and intangible losses associated with PFAS and AFFF damages to the public drinking water system and/or public wastewater system.
- c) Support the development, filing, and negotiation of claims relating to PFAS and AFFF multiple product liability multi-district litigation actions.
- d) Engage in mediation and/or arbitration as required.
- e) If necessary and appropriate, develop and/or bring a legal action relating to PFAS and AFFF damages to the public drinking water system and/or public wastewater system.
- f) Brief City officials and City Administrators and/or the City Attorney and/or the governing body on all matters related to this Scope of Work.
- g) Provide copies of all claims and/or litigation correspondence and pleadings produced and received in connection with litigation on behalf of the City and give timely written notice to the City on all pleadings, dispositive motions, rulings, hearings, trials, mediations, settlement negotiations and any other legal events relevant to this Scope of Work.
- h) Refrain from making any settlement or compromise of any nature of any of the City's claims without the City's prior approval. The City has the absolute right to accept or reject any settlement or compromise.

APPENDIX G – DEBARMENT CERTIFICATION

RFP# 2025-28 Professional Legal Service for Special PFAS Litigation Counsel

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of all had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of award. Under 18USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Typed Name & Title of Authorized Representative

Date

Signature of Authorized Representative

APPENDIX H – NON-COLLUSION AFFIDAVIT

RFP# 2025-28 Professional Legal Service for Special PFAS Litigation Counsel

STATE OF _____)
COUNTY OF _____) SS

_____, being first duly sworn, deposes and says:

That he/she is _____ of _____
who submits herewith to the City of Las Vegas, a proposal/bid:

That all statement of fact in such proposal/bid are true;

That said proposal/bid was not made in the interest of or on behalf of any undisclosed person,
partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with
anyone attempted to induce action prejudicial to the interest of City of Las Vegas, or any bidder
of anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal/bid, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals/bids;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal/bid price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of their proposal/bid price, or of that of anyone else;
4. Did not directly or indirectly, submit his proposal/bid price or any breakdown thereof, or the contest thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except that City of Las Vegas, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: _____

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

Notary Public: _____

My commission expires: _____



City of Las Vegas

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

Mayor David Romero

ADDENDUM NO.1

REQUEST FOR BIDS OPENING #2025-28

PROFFESIONAL LEGAL SERVICE FOR SPECIAL PFAS LIGITIGATION COUNCIL

THE FOLLOWING REVISIONS, ADDITIONS AND/OR CLARIFICATIONS SHALL FORM A PART OF THE CONTRACT DOCUMENTS ANT) EACH BIDDER SHALL INDICATE ON THEIR BID THE RECEIPT OF THIS NUMBERED AMENDMENT. REVISIONS, ADDITIONS, AND/OR CLARIFICATIONS ARE AS FOLLOWS:

This Amendment No. 1 Contains: - The full RFP with all necessary paperwork.
- Twenty Day Time Extension

All Proposals must be delivered to the City Clerk's office by 2:00pm, Wednesday July 2, 2025

ADDENDUM MAY BE OBTAINED FROM THE CITY OF LAS VEGAS CITY CLERK'S OFFICE AT 1700 North Grand Avenue., LAS VEGAS, NEW MEXICO 87701, CITY WEB PAGE: www.lasvegasnm.gov, BY WRITING TO 1700 North Grand Avenue OR BY CALLING 505-454-1401. ALL OTHER PROVISIONS OR THE R.F.P. DOCUMENTS REMAING UNCHANGED.

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

CITY OF LAS VEGAS
BID OPENING

DATE: 2-Jul-25

OPENING NO.: 2025-28

TIME: 2:00 PM

LOCATION: City Council Chambers
1700 N. Grand Ave.
Las Vegas, NM 87701

ITEM(S): Professional Legal Service for Special PFAS Litigation Counsel

RECEIVED FROM:

NO Signed Transmittal Form.

AMOUNT PER ITEM: BID BOND:

AFFIDAVIT
NOTARIZED

CAMPAIGN
CONTRIBUTION

1	Spencer Fane				✓	✓
2	(Optiz & Zamora)				✓	✓
3	Stag Livzra LLC					
4						
5						
6						
7						
8						

COMPANY REPRESENTATIVE

COMPANY NAME

1	Chastity Curran	CLV
2	Donna Ch	CLV
3	Aeliana Htenm	CLV PM
4	Unique Dragon	CLV Pm
5		
6		

(use other side of form when full)

ORIGINAL PROPOSALS TAKEN BY:

SUBMITTED BY:

Aeliana Htenm
DATE: 7.2.25

DATE: _____



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

Meeting Date: July 16, 2025

Date Submitted: 7/11/25

Department: Public Works

Item Topic: approval of Resolution 25-26, to apply for and accept a grant offer in the amount of \$1,116,526.00 by the Federal Aviation Administration (FAA) and the New Mexico Department of Transportation Aviation Division. FAA share being \$1,060,700.00(95%), NMDOT Aviation Division share being \$44,661.00(4%) and City share being \$11,165.00(1%) for the installation of a High Game Fence at the City of Las Vegas Municipal Airport.

Fiscal Impact: Budgeting of City matching funds in the amount of \$11,165.00 (1%).

Attachments: Resolution 25-26, and grant agreement.

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

Approved for submittal by:

Reviewed by:



Department Director



City Manager



Finance Director

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 _____

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 25-26

A RESOLUTION TO APPLY FOR AND ACCEPT A GRANT OFFER ADMINISTERED BY THE FEDERAL AVIATION ADMINISTRATION (FAA) AND THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) AVIATION DIVISION FOR THE CITY OF LAS VEGAS MUNICIPAL AIRPORT HIGH GAME FENCING.

WHEREAS, the City of Las Vegas ("City") will apply for a grant offer administered by FAA and NMDOT Aviation Division for the installation of a High Game Fencing at our City Municipal Airport;

WHEREAS, the total requested amount of the Grant is \$1,116,536.00, with the FAA share being \$1,060,700.00 (95%) NMDOT share being \$44,661.00 (4%) and City's share being \$11,165.00 (1%) of the Grant offer;

WHEREAS, the City shall pay all costs, which exceed the total amount of \$1,116,536.00;

WHEREAS, the Grants will be used directly for the installation of the Game Fencing at the City of Las Vegas Municipal Airport upon the issuance of a Grant offer; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas that the recitals are incorporated herein by reference and the Governing Body hereby accepts the grant offer and agrees to contribute the City's portion, and to use the grant for the High Game Fencing at the City of Las Vegas Municipal Airport and, which will be administered by Federal Aviation Administration and the New Mexico Department of Transportation Aviation Division.

PASSED, APPROVED AND ADOPTED this _____ day of July 2025.

David Romero, Mayor

ATTEST:

Casandra Fresquez, City Clerk

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____		
* 3. Date Received: _____		4. Applicant Identifier: _____
5a. Federal Entity Identifier: 3-35-0025		5b. Federal Award Identifier: _____
State Use Only:		
6. Date Received by State: _____		7. State Application Identifier: LVS
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Las Vegas, New Mexico		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 85-60005624		* c. UET: R15QJ5B1EAL1
d. Address:		
* Street1: 1700N. Grand Ave.		
Street2: _____		
* City: Las Vegas		
County/Parish: _____		
* State: NM: New Mexico		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 87701		
e. Organizational Unit:		
Department Name: _____		Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mr.		* First Name: Daniel
Middle Name: _____		
* Last Name: Gurule		
Suffix: _____		
Title: Public Works Manager		
Organizational Affiliation: _____		
* Telephone Number: 505 652 8750		Fax Number: _____
* Email: dgurule@lasvegasmn.gov		

Application for Federal Assistance SF-424																																	
16. Congressional Districts Of: <div style="display: flex; justify-content: space-between;"> <div>* a. Applicant: <input style="width: 100px;" type="text" value="3"/></div> <div>* b. Program/Project: <input style="width: 100px;" type="text" value="3"/></div> </div>																																	
Attach an additional list of Program/Project Congressional Districts if needed. <div style="display: flex; align-items: center;"> <input style="width: 200px; height: 20px;" type="text"/> <div style="margin-left: 10px;"> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/> </div> </div>																																	
17. Proposed Project: <div style="display: flex; justify-content: space-between;"> <div>* a. Start Date: <input style="width: 100px;" type="text" value="10/01/2025"/></div> <div>* b. End Date: <input style="width: 100px;" type="text" value="06/30/2026"/></div> </div>																																	
18. Estimated Funding (\$): <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 20%;">* a. Federal</td> <td style="text-align: right;">1,060,700.00</td> </tr> <tr> <td>* b. Applicant</td> <td style="text-align: right;">11,165.00</td> </tr> <tr> <td>* c. State</td> <td style="text-align: right;">44,661.00</td> </tr> <tr> <td>* d. Local</td> <td style="text-align: right;"></td> </tr> <tr> <td>* e. Other</td> <td style="text-align: right;"></td> </tr> <tr> <td>* f. Program Income</td> <td style="text-align: right;"></td> </tr> <tr> <td>* g. TOTAL</td> <td style="text-align: right;">1,116,526.00</td> </tr> </table>		* a. Federal	1,060,700.00	* b. Applicant	11,165.00	* c. State	44,661.00	* d. Local		* e. Other		* f. Program Income		* g. TOTAL	1,116,526.00																		
* a. Federal	1,060,700.00																																
* b. Applicant	11,165.00																																
* c. State	44,661.00																																
* d. Local																																	
* e. Other																																	
* f. Program Income																																	
* g. TOTAL	1,116,526.00																																
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process? <div style="margin-top: 5px;"> <input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input style="width: 100px;" type="text"/> </div> <div style="margin-top: 5px;"> <input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. </div> <div style="margin-top: 5px;"> <input type="checkbox"/> c. Program is not covered by E.O. 12372. </div>																																	
* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.) <div style="margin-top: 5px;"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No </div> <div style="margin-top: 5px;"> If "Yes", provide explanation and attach: <input style="width: 200px;" type="text"/> <div style="margin-left: 10px;"> <input type="button" value="Add Attachment"/> <input type="button" value="Delete Attachment"/> <input type="button" value="View Attachment"/> </div> </div>																																	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001) <div style="margin-top: 5px;"> <input checked="" type="checkbox"/> ** I AGREE </div> <div style="margin-top: 10px; font-size: small;"> ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions. </div>																																	
Authorized Representative: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <td style="width: 15%;">Prefix:</td> <td style="width: 20%;"><input style="width: 100%;" type="text" value="Mr."/></td> <td style="width: 15%;">* First Name:</td> <td style="width: 50%;"><input style="width: 95%;" type="text" value="Robert"/></td> </tr> <tr> <td>Middle Name:</td> <td colspan="3"><input style="width: 95%;" type="text" value="A"/></td> </tr> <tr> <td>* Last Name:</td> <td colspan="3"><input style="width: 95%;" type="text" value="Anaya"/></td> </tr> <tr> <td>Suffix:</td> <td colspan="3"><input style="width: 100%;" type="text"/></td> </tr> <tr> <td>* Title:</td> <td colspan="3"><input style="width: 95%;" type="text" value="City Manager"/></td> </tr> <tr> <td>* Telephone Number:</td> <td><input style="width: 150px;" type="text" value="505 454 1401"/></td> <td>Fax Number:</td> <td><input style="width: 150px;" type="text"/></td> </tr> <tr> <td>* Email:</td> <td colspan="3"><input style="width: 500px;" type="text" value="ranaya@lasvegasnm.gov"/></td> </tr> <tr> <td>* Signature of Authorized Representative:</td> <td colspan="2" style="height: 40px; vertical-align: bottom;"><div style="border: 1px solid black; width: 100%; height: 100%; background-color: #cccccc;"></div></td> <td>* Date Signed: <input style="width: 100px;" type="text"/></td> </tr> </table>		Prefix:	<input style="width: 100%;" type="text" value="Mr."/>	* First Name:	<input style="width: 95%;" type="text" value="Robert"/>	Middle Name:	<input style="width: 95%;" type="text" value="A"/>			* Last Name:	<input style="width: 95%;" type="text" value="Anaya"/>			Suffix:	<input style="width: 100%;" type="text"/>			* Title:	<input style="width: 95%;" type="text" value="City Manager"/>			* Telephone Number:	<input style="width: 150px;" type="text" value="505 454 1401"/>	Fax Number:	<input style="width: 150px;" type="text"/>	* Email:	<input style="width: 500px;" type="text" value="ranaya@lasvegasnm.gov"/>			* Signature of Authorized Representative:	<div style="border: 1px solid black; width: 100%; height: 100%; background-color: #cccccc;"></div>		* Date Signed: <input style="width: 100px;" type="text"/>
Prefix:	<input style="width: 100%;" type="text" value="Mr."/>	* First Name:	<input style="width: 95%;" type="text" value="Robert"/>																														
Middle Name:	<input style="width: 95%;" type="text" value="A"/>																																
* Last Name:	<input style="width: 95%;" type="text" value="Anaya"/>																																
Suffix:	<input style="width: 100%;" type="text"/>																																
* Title:	<input style="width: 95%;" type="text" value="City Manager"/>																																
* Telephone Number:	<input style="width: 150px;" type="text" value="505 454 1401"/>	Fax Number:	<input style="width: 150px;" type="text"/>																														
* Email:	<input style="width: 500px;" type="text" value="ranaya@lasvegasnm.gov"/>																																
* Signature of Authorized Representative:	<div style="border: 1px solid black; width: 100%; height: 100%; background-color: #cccccc;"></div>		* Date Signed: <input style="width: 100px;" type="text"/>																														

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to _____ on _____	% as approved by _____ (the Cognizant Agency) (Date) (2 CFR part 200, appendix VII).
Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

Airspace and Land Use Zoning

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes - Airport Advisory Committee (Public Meetings discussions)

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Yes - Airport Advisory Committee (Public Meetings discussions)

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Fee simple - no encumbrances

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

N/A

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Assistance Listing Number:
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			1,116,526
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 1,116,526
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			1,116,526
17. Less: Ineligible Exclusions (Section C, line 23 g.)			0
18. Subtotal (Lines 16 through 17)			\$ 1,116,526
19. Federal Share requested of Line 18			1,060,700
20. Grantee share			55,826
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			

SECTION C – EXCLUSIONS

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	11,165
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain);	
h. TOTAL - Grantee share	\$ 11,165
25. Other Shares	Amount
a. State	44,661
b. Other	
c. TOTAL - Other Shares	\$ 44,661
26. TOTAL NON-FEDERAL FINANCING	

SECTION E - REMARKS

(Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Construct Game Fence
AIRPORT: Las Vegas Municipal (LVS)
1. Objective: Replace existing barb wire fence with game fence to deter game access to the airfield. Recent increase with large mammal presence at the airport is a safety issue and construction of high game fence will help prevent large animal incursion onto the airfield.
2. Benefits Anticipated: Mitigate a safety hazard and help prevent large animal crossing into the airfield and mitigate recent rise in game animal presence around the airport.
3. Approach: (See approved Scope of Work in Final Application) Prepared design and environmental documentation in accordance with FAA grant and environmental requirements. Prepared bidding documents, bid, and construct the project.
4. Geographic Location: Las Vegas Municipal Airport, Las Vegas, NM, San Miguel County
5. If Applicable, Provide Additional Information: Two aircraft/elk incidents recorded summer 2024 with considerable damage to aircraft. No reported injuries to persons.
6. Sponsor's Representative: (Include address & telephone number) Daniel Gurule dgurule@lasvegasmn.gov Public Works 1700 N. Grand Ave. Las Vegas, NM 87701

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

*** 12. Funding Opportunity Number:**

*** Title:**

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

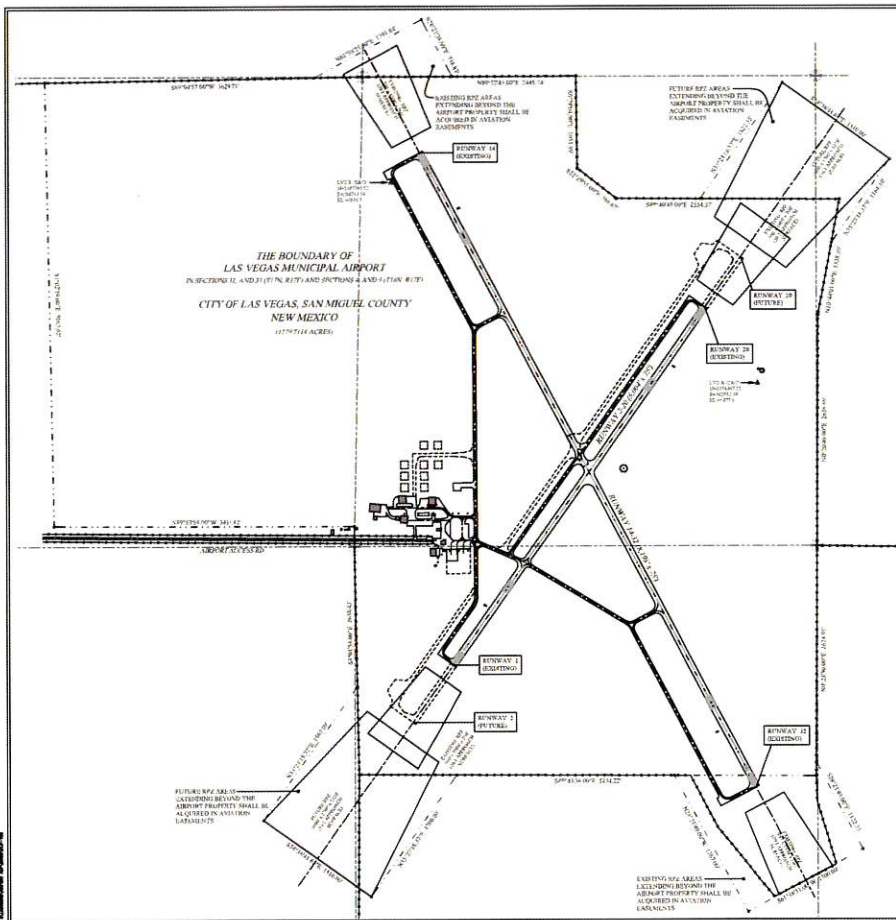
Construct high game fence.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments



- NOTES**
1. PAYMENT OF FILING AND REGISTRATION CHARGES COVERING PLATERS FOR AIRPORT PROPERTY FROM UNITED STATES GOVERNMENT (2014) NORTH AMERICAN SYSTEM OF THE PLATERS
 2. NO UNPUBLISHED ZONING REGULATIONS ARE IN PLACE TO PROTECT THE AIRPORT FROM UNDESIRABLE DEVELOPMENT
 3. ANY CONSIDERABLE OR ELEVATIONS THAT MAY BE SHOWN ARE SHOWN, NOTED AND NOTED PLANS, EAST ZONE 1'S FOOT
 4. EXISTING AND FUTURE AIR AREAS FUTURE AREAS BEYOND THE AIRPORT PROPERTY SHALL BE ACQUIRED IN AVIATION EASEMENTS

LEGEND

--- EXISTING AIRPORT PROPERTY LINE

--- LAND TRACT

LAND ACQUISITION TABLE

Tract	Date of Title	Recording Information	Type of Ownership	PLA Grant
Tract 1	July 14, 1938	22,125, 14	Ownership Deed	1/4
Tract 2	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 3	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 4	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 5	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 6	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 7	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 8	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 9	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 10	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 11	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 12	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 13	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 14	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 15	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 16	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 17	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 18	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 19	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 20	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 21	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 22	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 23	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 24	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 25	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 26	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 27	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 28	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 29	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 30	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 31	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 32	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 33	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 34	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 35	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 36	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 37	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 38	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 39	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 40	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 41	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 42	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 43	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 44	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 45	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 46	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 47	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 48	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 49	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 50	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 51	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 52	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 53	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 54	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 55	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 56	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 57	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 58	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 59	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 60	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 61	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 62	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 63	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 64	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 65	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 66	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 67	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 68	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 69	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 70	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 71	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 72	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 73	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 74	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 75	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 76	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 77	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 78	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 79	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 80	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 81	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 82	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 83	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 84	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 85	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 86	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 87	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 88	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 89	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 90	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 91	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 92	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 93	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 94	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 95	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 96	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 97	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 98	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 99	December 11, 1940	22,125, 14	Ownership Deed	1/4
Tract 100	December 11, 1940	22,125, 14	Ownership Deed	1/4

SIGNATURE APPROVALS

FEDERAL AVIATION ADMINISTRATION		AIRPORT APPROVAL	
SIGNATURE	DATE	SIGNATURE	DATE



MOLZENCORBIN
2011 Molzen Corbin, Inc.
Arlington, Texas 76010 817-666-6666
1000 2nd Street, Suite 100
Arlington, Texas 76010 817-666-6666

PRELIMINARY NOT FOR CONSTRUCTION

EXHIBIT "A" AIRPORT PROPERTY MAP

AIRPORT LAYOUT PLAN
LAS VEGAS MUNICIPAL AIRPORT (LVS)
CITY OF LAS VEGAS, NM

PLATE 9

9/9



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

Meeting Date: July 16, 2025

Date Submitted: 7/11/25

Department: Public Works

Item/Topic: Award RFB 2025-31, High Game Fencing at the City of Las Vegas Municipal Airport in the amount of \$1,113,950.41 to include NMGRT, to Apache Construction Co Inc. Valley Fence Co.

Advertised June 6, 2025 (Albuquerque Journal, Optic and City's Website)

Opening date June 25, 2025

Number of bidders: 4

Apache Construction Co. dba Valley Fence Co.	\$1,113,950.41
Perimeter Ironworks Fence & Block, LLC (disqualified)	\$ 970,418.22
L&J Construction, Inc	\$1,509,634.26
Pluma, LLC	\$1,543,337.33

Fiscal Impact: applying our match in the amount of \$11,165.00.

Attachments: Engineers award recommendation, bid tabulation.


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 _____

MOLZENCORBIN

July 11, 2025

Mr. Daniel Gurule
Public Works Manager
City of Las Vegas
1700 N. Grand Avenue
Las Vegas, New Mexico 87704

**RE: City of Las Vegas – High Game Fence
City Bid Opening 2025-31
Evaluation of Bids**

LVG180-18

Dear Mr. Gurule:

Bids were opened for the above-referenced project on June 25, 2025. The following Bids were read by the City:

Bidder	Base Bid
Perimeter Ironworks, Fence & Block, LLC	\$ 897,324.00
Apache Construction Co., Inc. dba Valley Fence Co.	\$ 1,030,045.00
L&J Construction, Inc.	\$ 1,395,925.00
Pluma, LLC	\$ 1,427,089.48

A Bid Summary is enclosed along with the Bid Tabulation. As noted in the summary, Perimeter Ironworks, Fence & Block, LLC did not submit a completed Certification of Bidder Regarding Buy American Requirements (BA-1 through BA-4) with their Bid submittal as required.

A fifth bid submittal was received by the City from NorthEastern Construction Co. The bid was not read by the City due to the Bidder Information Form was not notarized.

The apparent low responsible Bidder for the project is Apache Construction Co., Inc. dba Valley Fence Co. (Valley Fence Co.).

We have reviewed the documents as follows:

- Valley Fence Co. Bid Proposal was signed by Mr. Paul J. Chavez, President, an individual duly authorized to bind the company.
- Valley Fence Co. is a licensed contractor in the State of New Mexico, License No. 29229, with License Classifications GA98, GB98 and GF98. We have verified this information with PSI License Management (<http://public.psiexams.com/search.jsp>).

Mr. Daniel Gurule
July 11, 2025
Page 2

- The New Mexico Department of Workforce Solutions listed Registration No. 0009220060701, for this company (www.dws.state.nm.us/dws-pubwage.html#Reg).

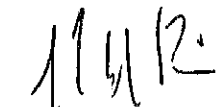
Along with the signed Bid Proposal form, Valley Fence Co.. submitted the following:

- Bid Bond in the amount of 5% of the Bid with Power of Attorney. The surety for the Bid Bond is Western Surety Company, NAICS No. 13188, with the underwriting limitation of \$146,804,000.00. They are listed on Federal Circular 570 and licensed to do business in the State of New Mexico. We have verified this information with the United States Department of the Treasury's Listing of Sureties Approved to Conduct Business in the State of New Mexico (www.fns.treas.gov/c570).
- Bidder Information Form.
- Campaign Contribution Disclosure Form
- Non-Collusion Affidavit.
- Subcontractor's Fair Practices Act Compliance
- Certification of Bidder Regarding Equal Employment Opportunity
- Certification of Nonsegregated Facilities
- Certification of Bidder Regarding Buy American Requirements DBE Certification
- Disadvantaged Business Enterprise (DBE) Utilization

Based on the information before us, Apache Construction Co., Inc. dba Valley Fence Co. has submitted the lowest responsive, responsible Bid. We recommend that if a Contract is awarded for this Work, it is awarded to Apache Construction Co., Inc. dba Valley Fence Co. for the Base Bid total of \$1,030,045.00, excluding New Mexico Gross Receipts Tax (NMGR), This project is subject to partial funding by the Federal Aviation Administration and the New Mexico Department of Transportation Aviation Division. We further recommend that the award be contingent upon the City receiving grant funding.

Sincerely,

MOLZEN CORBIN



John M. Provine, P.E.
Vice President

JMP
Enclosures

BID EVALUATION SUMMARY

PROJECT: Las Vegas Regional Airport High Game Fence City 2025-31
 BID DATE: June 25, 2025

OWNER: City of Las Vegas
 ENGINEER: Molzen-Corbin & Associates

	Perimeter Ironworks, Fence & Block, LLC	Apache Construction Co., Inc. dba Valley Fence Co.	L&J Construction, Inc.	Pluma, LLC
Bid Signed?	Yes	Yes	Yes	Yes
Bid bond provided?	Yes	Yes	Yes	Yes
Addendum #1 and 2 acknowledged?	Yes	Yes	Yes	Yes
Contractor's License No noted in Bid	415716	29229	87924	387286
NMDWFS Registration No.	229911691862024	0007220050701	002344620111028	1755520150602
SAM.gov	No matches found for Perimeter- Compass is registered	Yes- they are registered	Yes- they are registered	Record validated, but not registered in SAM
Verification of Contractor's License and Classifications per NM Construction Industries	GA98, GF98	GA98, GB98, GF98	GB98	GB98, EE98
Subcontractors listed in Bid	Compass Engineering & Construction Services, LLC	None	No sub listing included	RLC Services dba Lynn's Landscape & Fencing, AWP Safety, SAMES
Are subcontractors registered with NMDWFS	Yes	N/A	N/A	Yes
Verification of Bid Bond http://www.fms.treas.gov/c570/	Westfield Insurance Company NAIC# 24112 with the underwriting limitation of \$120,702,000.00	Western Surety Company NAIC# 13188 with the underwriting limitation of \$146,804,000.00	Granite RE, Inc. NAIC# 26310 with the underwriting limitation of \$5,863,000.00	The Gray Casualty and Surety Company NAIC# 10671 with the underwriting limitation of \$11,641,000.00
Campaign Contribution Disclosure Form	Yes	Yes	Yes	Yes
Buy America Compliance	No	Yes	Yes	Yes
Non-Collusion Affidavit	Yes	Yes	Yes	Yes
Certification regarding EEO	Yes	Yes	No	Yes
Certification of Nonsegregated Facilities	Yes	Yes	Yes	Yes
DBE List of Quoters, DBE-1	No DBE's listed	Yes- they are a DBE	No	Yes- they are a DBE
Letter of Intent	Statement incl on good faith effort	Yes	No	No
Total Base (w/o NMGR1)	\$897,324.00	\$1,030,045.00	\$1,395,925.00	\$1,427,089.48
Total Base (w/NMGR1)	\$970,418.22	\$1,113,950.41	\$1,509,634.26	\$1,543,337.33
Bid Amount Correct?	Yes	Yes	Yes	Yes

NOTE: Verification with New Mexico Construction Industries and the New Mexico Department of Workforce Solutions website

Bid Tabulation
Las Vegas Municipal Airport
High Game Fence
City Bid Opening 2025-31
Bid Opening June 25, 2025 2:00 pm

ITEM No.	SPEC No.	DESCRIPTION	UNIT	EST QTY.	Engineer's Estimate		PERIMETER IRONWORKS, FENCE & BLOCK, LLC		APACHE CONSTRUCTION CO., INC. dba VALLEY FENCE CO.		L&J CONSTRUCTION, INC.		PLUMA, LLC	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	P-101	Mobilization	LS	1	\$25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 325,478.56	\$ 325,478.56
2	P-605	Airport Safety and Security, Complete	LS	1	\$10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 21,750.00	\$ 21,750.00	\$ 9,500.00	\$ 9,500.00	\$ 72,327.76	\$ 72,327.76
3	Spec. Prov.	Temporary Air and Water Pollution, Soil erosion, and Siltation Control, Complete (SWPPP)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 18,500.00	\$ 18,500.00	\$ 25,000.00	\$ 25,000.00	\$ 34,772.96	\$ 34,772.96
4	Dwg	Existing Fence Removal, Complete	LF	1,500	\$ 1.50	\$ 2,250.00	\$ 10.00	\$ 15,000.00	\$ 3.77	\$ 5,655.00	\$ 3.75	\$ 5,625.00	\$ 9.41	\$ 14,115.00
5	F-164	8' Game Fence with Steel Posts, Complete in Place	LF	28,200	\$ 40.00	\$ 1,128,000.00	\$ 27.50	\$ 775,500.00	\$ 27.95	\$ 788,190.00	\$ 45.00	\$ 1,269,000.00	\$ 52.64	\$ 920,448.00
6	260526	Ground Rods, Complete in Place	EA	57	\$ 75.00	\$ 4,275.00	\$ 350.00	\$ 19,950.00	\$ 1,375.00	\$ 78,375.00	\$ 150.00	\$ 8,550.00	\$ 82.35	\$ 4,693.95
7	Dwgs	Warning Signs, Complete in Place	EA	150	\$ 56.00	\$ 8,400.00	\$ 180.00	\$ 27,000.00	\$ 277.00	\$ 41,550.00	\$ 15.00	\$ 2,250.00	\$ 97.36	\$ 14,604.00
8	F-164	Gate, Complete in Place	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 6,100.00	\$ 12,200.00	\$ 2,525.00	\$ 5,050.00	\$ 3,500.00	\$ 7,000.00	\$ 1,489.27	\$ 2,978.54
9		Construction Staking	LS	1	\$15,000.00	\$ 15,000.00	\$ 7,174.00	\$ 7,174.00	\$ 23,475.00	\$ 23,475.00	\$ 11,500.00	\$ 11,500.00	\$ 30,170.71	\$ 30,170.71
10		Contractor Quality Control Testing	Allow	1	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
Subtotal Bid Items Nos. 1-10:						\$ 1,209,525.00		\$ 897,324.00		\$ 1,030,045.00		\$ 1,395,925.00		\$ 1,427,089.48
NMGRT @ 8.1458%						\$ 98,525.49		\$ 73,094.22		\$ 83,905.41		\$ 113,709.26		\$ 116,247.85
Base Bid Total: Line a) Subtotal plus Line b) NMGRT:						\$ 1,308,050.49		\$ 970,418.22		\$ 1,113,950.41		\$ 1,509,634.26		\$ 1,543,337.33

I hereby certify that the above figures are the same as those submitted in the Bid Proposals except for corrected items marked with an (**)

John M. Province, P.E.



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

Meeting Date: July 16, 2025

Date Submitted: 7/10/25

Department: Executive

Item: Update by Stevie Nichols with Ortiz & Zamora, Attorneys at Law, LLC on the After Action review/investigation of the February water incident.

Fiscal Impact:

Attachments:

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

Approved For Submittal By:
Mayor David Romero

Reviewed By:

Finance Director



City Manager

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

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

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