

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 9, 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

- Recognition of Lieutenant Michael E. Lopez retiring after 20 years of service with the City of Las Vegas

VIII. COUNCILORS' REPORTS

IX. CITY MANAGER'S REPORT

X. PRESENTATIONS /POSSIBLE DIRECTION(not to exceed 10-15 minutes)

- Presentation by MainStreet de Las Vegas giving the fourth (4th) quarter fiscal year 2024-25 report.

David Ulibarri
Councilor Ward I

Michael Montoya
Councilor Ward 2

Barbara Casey
Councilor Ward 3

Marvin Martinez
Councilor Ward 4

XI. APPROVAL OF MINUTES (June 18, 2025)

XII. BUSINESS ITEMS

1. Request approval of contract between the City of Las Vegas and MainStreet de Las Vegas for the fiscal year 2025-26.

Lucas Marquez, Community Development Director MainStreet de Las Vegas is a non-profit corporation, whose purpose is to stimulate economic development by protecting and enhancing Las Vegas' historically and culturally significant downtown districts.

2. Request approval of Resolution 25-24 to apply for the FY 25/26 Community Development Block Grant Program (CDBG) and authorize the Mayor and/or City Manager to act as the City's Chief Executive Officer and represent all matters pertaining to the City of Las Vegas' participation in the CDBG Program.

Arnold Lopez, Public Works Director The Council determined that the Hot Springs Street and Drainage Improvements project meets the requirements of the CDBG Program.

3. Request approval to award RFB 2025-26 Great Blocks-phase II to GM Emulsions, LLC in the amount of \$996,049.85 bid lot 1 and bid lot 2, \$1,148,297.51 if funding is available to include NMGR. Total project amount being \$2,144,347.37.

Arnold Lopez, Public Works Director RFB 2025-26 was advertised in the Albuquerque Journal, Optic and City's website. There were two (2) proposers, GM Emulsions and Pacheco Construction & Trucking. GM Emulsions was the low bidder.

4. Request approval of Resolution No. 25-23 A & B to accept the grant offer and apply for a match waiver for the fiscal year 2026 Cooperative Agreement (COOP).

Arnold Lopez, Public Works Director The total awarded amount being \$86,093.00. The City of Las Vegas will be contributing their share of 25% (\$21,523.00) if a match waiver is not granted and the New Mexico Department of Transportation's share being 75% (\$64,570.00) for various streets – Planning, design, construction, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction.

5. Request approval of a salary increase of \$1.50 to the regular hourly rate of pay to all non-bargaining unit employees (excluding At-Will employees) who have successfully completed a 6-month probationary period, to include part-time employees with at least one year of continuous employment with the City of Las Vegas and a \$1.00 increase to their regular hourly rate of pay at their anniversary/annual date of hire. Increase minimum wage to \$16.00 for all current and future employees.

Consuelo Gallegos, HR Representative The overall budget impact for the remainder of FY2025-26 is \$67,000.00.

6. Request Publication of Ordinance No. 25-05 amending Water Ordinance 12-13 and Section 440-6 E. of the municipal code pertaining to water service rates, deposits and service charges.

Travis Martinez, Water Director This ordinance change affects the rates for the cost of obtaining a new water service tap and not the actual water rates.

7. Review and Approval of the contract with American Medical Response (AMR) for ambulance Services.

Steve Spann, Fire Chief The AMR contract will be presented by the County Manager to the County Commission on Monday, July 7, 2025.

8. Request approval of Resolution No. 25-25 adopting an infrastructure Capital Improvement Plan (ICIP).

Robert Archuleta, City Project Consultant

XIII. EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, (H) (5) Collective Bargaining strategy: **Discussion regarding the International Association of Fire Fighters Local 4625 (IAFF) agreement** and Section 10-15-1, (H) (2) Limited personnel matters: **Discussion of a re-organization of various departments.**

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

XIV. EXECUTIVE SESSION ACTION ITEMS

1. Consideration of the International Association of Fire Fighters Local 4625 (IAFF) agreement.

Consuelo Gallegos, HR Representative The City of Las Vegas has completed contract negotiations for FY2026 with the International Association of Fire Fighters Local 4625 (IAFF). Article 17.1 (Fatigue Risk Management) (current language was retained on Article 17.1), Article 27 (Drug and Alcohol Testing), Article 32 (Compensation), Article 36 (Holiday Pay) and Article 39 (Terms of Agreement) were subject of this year's negotiations.

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



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

Meeting Date: July 09, 2025

Date Submitted: June 25, 2025

Department: Police

Item/Topic: Acknowledge the retirement of Lieutenant Michael E. Lopez following 20 years of service with the Las Vegas City Police Department.

Service Record: Lieutenant Lopez's tenure includes roles as Patrol Officer, Police Sergeant, Police Lieutenant, K-9 Handler, Defensive Tactics Instructor, Bike Patrol, Coordinator for the NMDOT TSB Grant, organizer of the LVPOA toy drive, and organizer of the Law Enforcement Torch Run for Las Vegas Police.

Fiscal Impact: This request is for a presentation only, with no direct fiscal impact.

Attachments: "Last Call" template and Appreciation Plaque design for years of service are attached.

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

Approved For Submittal By:

Department Director

Reviewed By:

Finance Director

City Manager

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

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

Continued : _____
Referred To: _____
Denied _____
Other _____

Retired

Police Lieutenant

Michael E. Lopez

*Lieutenant Michael Lopez (Badge #209), this is your last and final call for service for
The City of Las Vegas Police Department.*

Lieutenant Lopez, your professionalism and hard work have had a great impact on the lives of the people who you have strived to protect and serve. It's our hope that the new officers that graduate from the police academy will also strive to follow the good example you've demonstrated during your time here.

On behalf of the Las Vegas Police Department family, and our entire community, citizens across the state of New Mexico, I would like to extend our deepest gratitude for your 20 years of dedicated and selfless service to law enforcement. The Las Vegas Police Department is honored to be able to call you a part of our family and to have had the privilege of having worked alongside such a selfless and dedicated officer.

In your roles as a Patrol Officer, Police Sergeant, Police Lieutenant, K-9 Handler, Defensive Tactics Instructor, Bike Patrol, Organization of LVPOA Toy drive, Organization of the Law Enforcement Torch Run, you have proven that everything is possible with the will, ambition, intestinal fortitude, and desire to achieve and succeed. You, sir, are a role model to, not only the entire law enforcement community, but to all of the young men and women who plan to pursue a future in this career.

Lt. Lopez, as you move into this new chapter in your life, may God's mercy and protection continue to be upon you! Enjoy your time and new adventures to the fullest! We know that you will definitely enjoy your time outdoors, fishing, and hanging out with your children and family.

*From your brothers and sisters in blue; "We've got it from here, sir."
It has been a Privilege, and an Honor to serve alongside you.*

Once Again, thank you for your service, Congratulations, and God Bless You.

*Lt. Michael Lopez, it is with great honor that today,
May 21, 2025, I dispatch your last call for service.*

PD, 209, can you now proceed to your 10-42 to end your tour of duty and call 10-7 for your last and final time..... It is now with enormous pride that we show Lt. Michael E. Lopez, Badge #209, 10-7.

PD Clear at: 1300 hours, on May 21, 2025.

Chief Caleb Marquez#201

Deputy Chief Matias Apodaca #202



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

Meeting Date: July 9, 2025

Date Submitted: June 25, 2025

Department: Community Development

Item/Topic: Request for quarterly presentation by MainStreet de Las Vegas for the fourth (4th) quarter fiscal year 2024-25.

Fiscal Impact: None.

Attachments: None.

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

Approved For Submittal By:

Reviewed By:



Department Director



Finance Director



City Manager

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

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

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

Agreement / Contract
No. 4148-24
City of Las Vegas
Date

PROFESSIONAL SERVICES CONTRACT

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

This Professional Services Contract ("Contract") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter "City") and Mainstreet de Las Vegas (hereinafter "Contractor") on this 16th day of October, 2024.

RECITALS

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

WHEREAS, the City commits financial support through June 30, 2025, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Thirty Thousand Dollars (\$30,000.00). The Thirty Thousand dollars (\$30,000) is payable for the Scope of Work (**Exhibit A**), and

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

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

1. **Term.** This Contract shall be effective from the date it is fully executed through June 30, 2025, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. **Completion Schedule.** Contractor shall complete the tasks identified in the Scope of Work no later than June 30, 2025.
3. **Compensation and Payment Schedule.** The City shall pay Contractor on a timely basis as follows:
 - A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Thirty Thousand Dollars (\$30,000).

B. In support of the implementation of projects and in fulfillment of the biannual MOU executed with New Mexico MainStreet, the City shall provide the following in-kind services to the Contractor during FY25:

- Grant writing/application support for jointly-funded proposals (capital outlay, etc.)
- Staff time to support revitalization efforts such as assisting with district clean-up activities, physical improvement projects, events, etc.
- Equipment and supplies, if available and appropriate
- Continued use of City facilities for meetings

C. Method of Payment: The City shall pay Contractor in three (3) equal installments of \$10,000 on a quarterly basis of each fiscal year. The City shall provide the initial payment with the execution of the contract commencing on October 2024. Thereafter, the Contractor shall provide quarterly reports, to be reviewed by the City Council prior to the subsequent quarterly payments. The quarterly reports shall provide detailed progress reports on the Scope of Work to include percent completion of each task. City shall provide subsequent quarterly payments in October, January and April upon submission of invoices and quarterly reports detailing progress with implementation of project deliverables in the previous quarter.

D. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in written amendment to this Contract executed prior to the additional work being performed.

E. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour (\$50.00) to seventy-five dollars per hour (\$75.00) including gross receipts tax, depending on the experience of the individual providing the requested services. A list of individuals, their qualification, experience and billing rate shall be delivered to the City at the execution of this Agreement.

4. Termination.

A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:

- i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or
- ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract.

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

Governments and/ or their agencies for corporate, income and self-employment taxes required by the law and that the City shall have no liability for payment of such taxes or amounts.

10. Business Insurance Requirements.

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

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

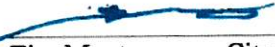
12. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the City, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from his performance under this Contract unless specifically exempted by New Mexico law. Contractor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

13. **Release.** Contractor agrees that upon final payment of the amount due under this Contract, Contractor releases the City from all liabilities, claims and/or obligations whatsoever arising from, or under this Contract.
14. **Non Agency.** Contractor agrees not to purport to bind the City to any obligation not specifically assumed herein by the City, unless the Contractor has expressed written approval and then only within the limits of that expressed authority.
15. **Confidentiality.** Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to any individual or organization without the prior written approval of the City.
16. **Conflict of Interest.** Contractor warrants that it presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest which would conflict with his performance of services under this Contract.
17. **Non Discrimination.** Contractor agrees that he, his employee(s) and or agent(s) shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
18. **Scope of Agreement, Amendment and Severability.** This Contract contains the entire agreement and understanding between the City and Contractor with respect to the subject matter herein and all prior negotiations, writings, agreements and understandings are merged in and are superseded and cancelled by this Agreement. No statement, promise, or inducement made by the City or the Contractor, either written or oral, which is not contained in this Contract, is binding upon the City or Contractor. In the event that any word, phrase, section, portion or other part of this Contract is found and declared by a court of competent jurisdiction to be illegal, unenforceable or void ("Stricken Part"), this Contract shall continue in full force and effect without the Stricken Part.
19. **Applicable law.** This Contract shall be governed by the Laws of the State of New Mexico and the Ordinances, resolution, rules and regulations of the City.
20. **Penalties for violation of law.** The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

21. **Conformance to Laws.** The Contractor shall comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations, now or hereafter enacted or amended, affecting City property or the services rendered under the Contract. Contractor acknowledges that the Procurement Code Section 13- 1- 28 through 13- 1- 199, NMSA 1978, Comp., as amended, imposes civil and criminal penalties for its violation. In addition, Contractor acknowledges that New Mexico criminal statutes impose felony penalties for illegal bribes, or gratuities.
22. **Work Product.** All work and work product produced under this Contract shall be and remain the exclusive property of the City and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation or organization), other than the City, any such work or work product or copies thereof. If applicable, the provisions of Sec. 13- 1- 123(b), NMSA (1978) as amended shall apply. Further, Contractor shall not apply for, in its name or otherwise, any copyright, patent or other property right or exclusive right relating to the City' s work product.
23. **New Mexico Tort Claims Act.** Any liability incurred by the City in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1 through 41-4-30. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provisions of the New Mexico Tort Claims Act.
24. **Third Party Beneficiaries.** By entering into this agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this agreement or seek to enforce this agreement as a third party beneficiary under this agreement.
25. **Copy Effective as Original.** A copy of this Contract shall have the same force and effect as the original.
26. **Notices.** All notices and communications required or permitted under this Agreement shall be in writing and shall be deemed given to, and received by, the receiving party: (i) when hand-delivered to the street address of the receiving party set forth below; (ii) when sent by facsimile transmission to the facsimile number of the receiving party set forth below; (iii) one (1) day after deposit with a national overnight courier addressed to the receiving party at the street address set forth below; or (iv) five (5) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below.

CITY OF LAS VEGAS

Approved By:

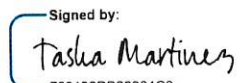

Tim Montgomery, City Manager

Date: 10/16/24

Attest:

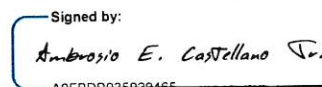

Casandra Fresquez, City Clerk

CONTRACTOR:

Signed by:

723132DB20904C0
Tasha Martinez, President
MainStreet de Las Vegas

Date: October 23, 2024 | 8:09 AM MDT

Approved as to legal sufficiency only

Signed by:

A9FBDD935929465
City Attorney October 23, 2024 | 9:18 AM MDT



Scope of Services: Activities Reflecting Use of City Funds

A. Core Services coordinated by New Mexico Main Street

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

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

8. Prepare and deliver quarterly summary reports to be submitted with invoices and three (3) quarterly presentations to the City Council or designated departmental staff outlining progress with service delivery, implementation of projects, and reporting of district reinvestment statistics/impact measures. As needed, participate in planning/coordination meetings with the City Manager, Community Development Director and other key City staff.

B. Additional Services to be Completed within the 2024-25 Fiscal Year

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

Tasks to be completed as part of the City Contract in FY 2024-25:

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

1. Complete Great Blocks:

Coordinate with the City to complete the Great Blocks Railroad District construction: Assist the City of Las Vegas to complete all phases of the Great Blocks Project in the Historic Railroad District. Provide construction mitigation support via outreach, communications and updates to the residents and businesses. Coordinate a public art project as part of the Railroad Avenue construction.

2. Identifying a Prime Location for the Buffalo Sculpture

Main Street will partner with the City of Las Vegas to determine the most suitable placement for the buffalo sculpture within the Plaza Park area. As outlined in this agreement, a service request will be submitted to request William Powell to assist in identifying the optimal location. Utilizing advanced AI rendering technology, and visual representations to help evaluate various options and select the best possible site for this piece.

3. Complete Vista de Las Vegas City Wide Mural Project:

Continue partnership with the City of Las Vegas, the Las Vegas Arts Council, and Highlands University to complete Vista de Las Vegas, a citywide mural project. Two murals are complete, and a third mural is in progress: Complete the remaining mural by 03/01/2025.

4. Holiday Events:

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

5. New Street Furniture for the Main Street District

Main Street will present the approved application to the City of Las Vegas Design and Review Board and oversee the project if approved.

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

1. Economic Development Reports:

Utilize NMMS reporting tools to track and communicate to the City key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the MSLV district and serve as an information clearing house for this type of information in the community.

2. Complete a Facade Squad in the Railroad District in fiscal year 2024-25

MainStreet will complete a Facade Squad restoration project within the fiscal year. Mainstreet will choose a building, particularly if on Bridge Street, with the advice and at the discretion of the City of Las Vegas.

3. New Mexico Main Street Service Contracts:

In consultation with the City Manager, submit no less than two(2) service requests to the NMMS program in FY 2024-25, to connect technical assistance to support the economic revitalization of the Main Street District. These service requests include economic vitality, promotion, organization, and design. One (1) service request to the NMMS program in FY 2024-25 specifically for Transformation Strategy #2.

**MINUTES OF THE CITY OF LAS VEGAS CITY COUNCIL REGULAR MEETING HELD
ON WEDNESDAY, JUNE 18, 2025 AT 5:30 P.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 5:30 pm.

ROLL CALL

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

Councilor Casey asked for a moment of silence to pray for those who have passed away.

APPROVAL OF AGENDA

Councilor Casey made a motion to approve the agenda as presented. Councilor Martinez seconded the motion.

Councilor Montoya stated he did not receive the information for Business Item #7 until Monday, June 16, 2025 and the revised document until the day of the meeting. Councilor Montoya asked if it was still abiding by the Open Meetings Act.

City Clerk Casandra Fresquez advised yes.

Councilor Montoya asked if the information had to be submitted 72 hours before the meeting was held.

City Clerk Fresquez advised the backup information did not have to be included, just the business item itself.

Councilor Montoya asked if the public had received the revised document of Business Item #7.

City Clerk Fresquez advised no.

Mayor Romero asked if all were in favor. All were in favor.

PUBLIC INPUT

City Clerk Fresquez advised there were 3 individuals that were going to speak on Business Item #1 and that they would speak during the public hearing.

Councilor Montoya made a motion to amend the agenda moving Business Item #7 to Business Item #2. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

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

City Clerk Fresquez advised the motion carried.

MAYOR'S APPOINTMENTS/REPORTS AND RECOGNITIONS/PROCLAMATIONS

Mayor Romero advised Police Chief Caleb Marquez, City Manager Robert A. Anaya and himself had attended a meeting with Governor Michelle Lujan Grisham regarding her concerns from the Town Hall meeting on May 28, 2025. Mayor Romero advised Former Mayor Louie Trujillo and himself were conducting a Riverwalk cleanup in anticipation and preparedness for the 4th of July Fiestas on Friday, June 20, 2025 from 10:00 am - 12:00 pm and encouraged the citizens to join.

COUNCILORS' REPORTS

Councilor Casey advised she had received noise complaints from concerned constituents. Councilor Casey stated the residents who made the complaints were told the Police department did not have a decibel meter to measure how loud the noises were in order to issue a warning or ticket. Councilor Casey asked if the City could allocate money to provide the Police department with decibel meters for officers to do their due diligence.

Councilor Ulibarri asked City Manager Robert A. Anaya if Code Enforcement was informing residents in regards to the maintenance of their yards.

City Manager Anaya stated he had the opportunity to go out into the field on various occasions and asked Community Development Director Lucas Marquez to provide him with a list of Code Enforcement items that were outstanding to tend to the issues and present to the Governing Body what issues Code Enforcement was encountering.

Councilor Montoya recognized Public Works, Streets, and the Parks department for maintaining the streets and parks. Councilor Montoya advised that there were signs missing from Hannah Park, Lincoln Park, and Keys Park.

Councilor Martinez asked if Community Development Director Marquez could inform the residents of the importance of maintaining their yard.

Community Development Director Marquez advised that half of the alleyway was part of the homeowners responsibility including trees, weeds and from behind the curb to the homeowners fence line was also the homeowners responsibility. Community Development Director Marquez advised anything 4 inches and above

Code Enforcement would issue a verbal warning to the homeowner and if the owner did not comply Code Enforcement would issue a citation.

CITY MANAGER'S REPORT

City Manager Anaya stated he wanted to inform the public of the progress that the City of Las Vegas had made regarding the Hermits Peak/Calf Canyon Fire. City Manager Anaya asked Water Director Travis Martinez to give a summary of what the Veolia System was and what it was intended to do.

Water Director Martinez advised the Veolia pre-treatment was an active flow system that was brought in to help remove high ends of turbidity to help the water treatment plant process the water.

City Manager Anaya asked when they received the Veolia System and when it began operating.

Water Director Martinez advised they received the temporary pre-treatment in August and it was being utilized based on the high turbidity levels.

City Manager Anaya asked what the permitting process of the Veolia System was.

Water Director Martinez advised when they received the Veolia System, the City of Las Vegas was awarded a temporary pre-treatment permit. Water Director Martinez further advised the City of Las Vegas was then trying to obtain a permanent permit for the Veolia System due to the City being in contract for 3 years.

City Manager Anaya asked if the City had been issued another temporary permit.

Water Director Martinez stated yes, that the City was in the process of finalizing the contract but was delayed due to questions being raised about the chemicals being utilized that related to operations for full time use.

City Manager Anaya asked Dr. Kerry J. Howe with Howe Water Science, LLC to speak on the Veolia System and speak on what he had been assisting the City of Las Vegas with related to maintaining and supporting the maintenance of the current system.

Dr. Howe stated the reasoning for bringing in the Veolia System was to rid the water of any bacteria, particles, viruses and turbidity from the raw water and make it safe to drink. Dr. Howe advised the level of the turbidity after the Hermits Peak/Calf Canyon Fire and the floods were substantially higher. Dr. Howe advised the Veolia System was brought in early fall and ran through October - November and in December an effort was made to make the permanent application which had taken time due to the New Mexico Environment Department.

City Manager Anaya asked Water Director Martinez to speak on the challenges that existed associated with the water system.

Water Director Martinez advised that with the cascading event that took place of heavy rainfall it caused the dam to overtop. Water Director Martinez advised there was breakage in the levy systems on the Bradner and Peterson Reservoirs. Water Director Martinez advised that the Water Treatment Plant was not able to process water due to high turbidity levels. Water Director Martinez advised the equipment within the Water Treatment Plant was outdated and the department was in the process of making upgrades but was challenged due to low funding.

City Manager Anaya asked if he could speak on the responsibilities the City had under the regulatory responsibility of the Drinking Water Bureau and on how often they met, who was present and what the average running of tests was.

Water Director Martinez advised they were meeting with the Drinking Water Bureau twice a month and would change to once a month due to changes being approved.

City Manager Anaya asked Deborah Sulzer with the Sulzer Group to speak on some of the resources the City had expended and on other projects that needed final submittals.

Ms. Sulzer advised in response to the cascading event that took place in June of 2024 they dewatered the reservoirs, repaired the Taylor Wells that were not functioning at the time, and repaired the pumps at Storrie Lake. Ms. Sulzer advised that all of the claims for the impacts that took place in June 2024 had been submitted to FEMA for full reimbursement. Ms. Sulzer advised the current infrastructure of the City was unstable such as the Water Treatment Plant facility

not being able to withstand the aftermath post wildfire. Ms. Sulzer discussed several other projects and claims that were pending.

City Manager Anaya asked Police Chief Caleb Marquez, Fire Chief Steve Spann, and Community Development Director Lucas Marquez to speak on some of the challenges they were faced with during the event.

Police Chief Marquez stated some of the challenges that they were faced with were putting the emergency plan into place, initiating incoming tankers, development of roads and areas for the incoming tankers, breakage of the levy, preparing logistics for the dam to be drained at a safe rate to ensure preparedness for any future storms, and meeting with the Department of Homeland Security Emergency Management to mitigate all the issues the City was facing during the flooding event. Police Chief Marquez stated it was a rapidly evolving and unstable event for the citizens and the Water Treatment Plant.

Fire Chief Spann advised after the event had taken place the fire crew had attended a swiftwater training along with purchasing new gear to prepare for future disasters. Fire Chief Spann advised the department lost the only resource the department could utilize and had to obtain aerosol suppression devices (fire grenades) that could be thrown into a confined room fire and suppress the fire while saving 90% of the water. Fire Chief Spann stated there were multiple rescues that had taken place including 2 City employees.

Community Development Director Marquez stated it was a dire event that had staff who weren't trained for the event learning new tasks. Community Development Director Marquez advised they were setting up beds for those who were being evacuated, providing food, opening buildings and hauling water while pushing the limits of staff.

Water Director Martinez stated that anything having to do with the Water Treatment Plant was regulated and had undergone over 126 tests per month.

City Manager Anaya asked if Water Director Martinez could speak on how the running average affects the water quality over the course of a year.

Water Director Martinez advised the TOC's conducted quarterly testing and the City was based on the running annual average, which was then based on four

quarters of the year. Water Director Martinez advised the City of Las Vegas had met 2 of the quarters for byproducts and TOC's which was based on the administrative order that was set in place.

City Manager Anaya asked Mayor Romero if he could provide feedback and context due to him having direct contact.

Mayor Romero stated it was important to be transparent with the public and inform them of what issues were being addressed, particularly referring to the Water Treatment Plant. Mayor Romero advised the City was working collaboratively with the Governor's office to progress the Water Treatment Plant to be built and in operation sooner. Mayor Romero stated the City acknowledges the work was not being done quick enough but mentioned he wanted to assure the new water treatment plant being built was going to sustain the City of Las Vegas forever.

Councilor Montoya mentioned he had received feedback regarding the Veolia System not being in operation for some time. Councilor Montoya voiced his concern regarding FEMA not working quickly or diligently enough for the City when it came to reimbursement. Councilor Montoya stated it was unacceptable that the City had spent \$7 million for FEMA not to give the City anything in return.

POLICE CHIEF'S REPORT

Police Chief Caleb Marquez discussed the following:

- Field Operations(patrol)
 - Officer Lucas Lucero took Oath of Office on May 15th
 - Two graduates from New Mexico Law Enforcement Academy
- Communication Division(dispatch)
- Animal Care Center Statistics
- Information Division(records)
- Street Crimes Investigations/Narcotics/Evidence
- Evidence Seized:Agents/Investigators/Officers
- Travel/Training
- Recruiting
- Community Events Attended

- Vacancies

Councilor Casey asked if there was progress on the new animal shelter.

Police Chief Marquez advised they had entered into contract with the Shelter Planners of America and the scope of work was approved. Police Chief Marquez advised he was working with Community Development Director Marquez to obtain property for the new shelter and once completed the plan and design would take place.

Councilor Montoya asked how many Police Officers the Police department had.

Police Chief Marquez advised they had 18 Officers.

Councilor Montoya asked what the hourly rate of a Police Officer was.

Police Chief Marquez advised the pay increased with the previous contract agreement to \$30.00 an hour.

Councilor Montoya asked how many recruitments the department had recently.

Police Chief Marquez advised 3 recruitments.

Councilor Montoya encouraged the citizens of Las Vegas to work for the Police department.

Councilor Ulibarri asked if the incoming calls that were discussed were for Animal Control or for Code Enforcement as well.

Police Chief Marquez advised it was strictly for Animal Control.

Councilor Ulibarri asked what kind of permit the Police department gave to residents that had several animals.

Police Chief Marquez stated there wasn't a specific permit, however they did seek compliance with the residents. Police Chief Marquez stated if issues had occurred they would bring the residents into compliance and the majority would surrender the animal, however if not they would take them to court to surrender the animal.

Councilor Ulibarri stated he was unsure on what Code Enforcement was doing when they approached residents' homes.

Police Chief Marquez advised by Ordinance the residents are allowed to have four animals outside and two animals inside.

Mayor Romero asked if Police Chief Marquez could give a summary on the traps the Police department had been conducting on stray animals.

Police Chief Marquez advised they did selective trapping to bring down the number of strays, and would continue trapping when the number of animals in the Animal Care Center were lower to be able to house the animals. Police Chief Marquez advised there were 32 animals on court hold that were seized and only 32 kennels were available within the shelter.

Councilor Casey advised the Governing Body had passed an Animal Shelter Ordinance the year prior that required permits to be given and suggested advertising it on the website to ensure the public was aware they were in compliance with the Ordinance.

Police Chief Marquez advised that the Police department had received Junior Bill funds and Beatriz Gallegos with the animal shelter was creating pamphlets to hand out to schools for children to give to their parents.

Mayor Romero asked how soon Police Chief Marquez could get an Animal Control Officer to assist Animal Control Officer Leroy Ortega.

Police Chief Marquez advised as soon as the background checks and paperwork were finished he was going to push to get them hired as soon as possible.

FINANCE REPORT

Finance Director Morris Madrid discussed the following:

- General Fund
 - A journal entry would take place in June to distribute the charges the Finance department had for health insurance that was not processed properly through the system.
- Enterprise Fund
 - Water fund was negative \$5 million from the catastrophic event that took place in February 2025.
- Recreation
 - Revenue or expenditure side was not met due to lack of activities.
- Lodgers Tax
 - Slight drop in revenues
- Cannabis Fund
 - Execution of the plan for the acquisition of parks equipment took place and had met requirements.
- Opioid Fund
 - Funds would be carried over to the next fiscal year.
- FEMA
- Cash Report/ Investments
 - Expended \$3 million in revenues in the government investment pool

Councilor Casey asked how the final budget was coming along.

Finance Director Madrid advised he had a report to give that would show previous compensation, increases, current compensation and comments on how and why the compensation was given by position.

Councilor Casey asked if the compensation that certain staff had received was being reflected on their pay checks.

Finance Director Madrid advised yes.

Councilor Casey stated it was not legal to change compensation and mentioned she hoped changes would be made to make the salaries more equitable and justified.

Finance Director Madrid advised he did not have the authority to change staff compensation and it would be difficult to revoke the compensation once granted.

Councilor Casey stated it would be reviewed prior to the final budget being submitted to the Governing Body for approval.

Finance Director Madrid agreed and stated all cash balances must be reconciled completely before the final budget was submitted and if not it would limit the City's expenditures.

Councilor Montoya asked how many vacancies the City had on the list the year prior.

Finance Director Madrid advised an estimate of \$4 million dollars.

Councilor Montoya asked if the vehicles that were purchased for the departments were from vehicle funds or from the general fund.

Finance Director Madrid stated it was proceeds from the mid-year budget adjustment that was intended for building improvements and renovations. Finance Director Madrid mentioned the projects that were taking place were not going to be finished by the end of the fiscal year so the funding was transferred within the same framework as Capital Outlay to acquire the vehicles.

Councilor Montoya asked whose discretion it was.

Finance Director Madrid stated it was based on former City Manager Tim Montgomery's initiative and carried over to the former Acting City Managers Lucas Marquez and Caleb Marquez.

City Manager Anaya stated he had signed off on the vehicles and improvements to ensure that the staff and Governing Body had the ability to travel in an appropriate manner. City Manager Anaya mentioned he was informed by Acting City Managers Lucas Marquez and Caleb Marquez that recommendations had been made prior.

Councilor Montoya asked what the balance was of the account.

Finance Director Madrid advised an estimate of \$50,000 remaining.

Councilor Montoya asked if the money could be used to pay for the water from the crisis that had occurred in February.

Finance Director Madrid stated with the approval from the Governing Body yes.

Councilor Montoya asked when the City had received invoices for the water.

Finance Director Madrid advised he had received a statement the week prior.

Councilor Montoya asked how long the City had to pay for the water.

Finance Director Madrid replied 45 days.

Councilor Montoya asked if a project would be constructed and taken back to the Governing Body for approval.

Finance Director Madrid advised no, the Finance department would process the payment and cut the check. Finance Director Madrid stated the liability existed and the authorization was there.

Councilor Montoya asked where the funding would come from.

Finance Director Madrid stated it would have to be pulled from the negative balance from the water fund.

Councilor Montoya asked if it would be an audit finding.

Finance Director Madrid stated he was unsure and it would not mitigate a negative fund balance if there was not one.

City Manager Anaya asked if the City could do a budget adjustment request to avoid a negative balance.

Finance Director Madrid stated that within the fund itself it could not be negative and the budget adjustment would have to be accompanied by interfund loan agreements that would need to be paid back.

Councilor Montoya asked if Finance Director Madrid had received advice on the purchase of the water or if the City had the money.

Finance Director Madrid stated the Finance department had received orders from the former City Manager to establish purchase orders for both bottled water and water to be delivered by tank.

Councilor Montoya asked within 45 days if the bill would be paid.

Finance Director Madrid replied yes.

Councilor Ulibarri asked what happened to the summer fund program.

Finance Director Madrid stated he was unsure if it was in operation the previous year. Finance Director Madrid advised the revenues had not been collected yet due to the program not being in full swing and it would show in the next fiscal year report.

Councilor Ulibarri mentioned the streets needed to be repaired and prioritized before other bigger purchases were made or suggested waiting for other funding to come into place.

Councilor Martinez asked how much the invoice was.

Finance Director Madrid advised an estimate of \$150,000. Finance Director Madrid advised he believed the reason the amount was not paid in full was because it was interest free.

APPROVAL OF MINUTES

Councilor Casey made a motion to approve the minutes from May 28th and June 2, 2025 with minor corrections. Councilor Ulibarri seconded the motion. Mayor Romero asked if all were in favor. All were in favor.

City Clerk Fresquez advised motion carried.

CONSENT AGENDA

City Clerk Fresquez read the Consent Agenda (1-6) into the record as follows:

1. Request approval of a Memorandum of Understanding (MOU) between the County of San Miguel and the City of Las Vegas.
2. Request approval of a Memorandum of Agreement (MOA) Amendment #1 between the County of San Miguel and the City of Las Vegas for ARPA funding.

3. Request approval of a Professional Services Agreement Amendment #1 between the City of Las Vegas and John Arnold (Las Vegas Site) for FY26.
4. Request approval of a Professional Services Agreement Amendment #1 between the City of Las Vegas and Michael A. Demarco (Pecos Site) for FY26.
5. Request approval of a Lease Amendment #1 between the City of Las Vegas and the San Miguel del Bado Land Grant committee governing body.
6. Request approval of Addendum #2 to Contract #3984-23 with Souder Miller & Associates for design services on sewer repairs and replacement projects.

Councilor Casey made a motion to approve the Consent Agenda (1-6). Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Michael Montoya	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	David Ulibarri	Yes

City Clerk Fresquez advised motion carried.

BUSINESS ITEMS

1. Conduct a Public Hearing and consideration to uphold or overturn the Design Review Board & Board of Adjustment's decision to deny the application submitted by Tony and Jeannie Rubin.

Councilor Casey made a motion to enter into a public hearing for Business Item #1. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	David Ulibarri	Yes
Barbara Casey	Yes	Michael Montoya	Yes

City Clerk Fresquez advised motion carried.

City Clerk Fresquez swore in Community Development Director Lucas Marquez, City Planner Scott Zunker, Lawrence Quintana, Esperanza Pacheco, John Little, Lee Einer, Martha Johnson, Mike Sweeney, Tony Rubin and Jeannie Rubin.

Community Development Director Lucas Marquez advised the application was taken to the Design Review Board and was ultimately denied. Community Development Director Marquez advised it was appealed to the Board of Adjustments and was again denied. Community Development Director Marquez advised the house was registered within the Federal Registered Historical District.

Councilor Montoya asked Community Development Director Marquez to provide a summary on who the Federal Registered Historical District oversees, and who put it in place.

Community Development Director Marquez advised SHPO from New Mexico oversaw the Federal Registered Historical District and the City went through their historical advice due to them having the maps and justifications to tell if the home and property was a prominent structure or not.

Councilor Montoya asked when a house was being sold if the real estate agent disclosed such information to the buyers.

Community Development Director Marquez stated he was unsure.

City Planner Scott Zunker stated the Real Estate Agent should, however that part was up to the agent to disclose. City Planner Zunker further stated he brought it to the Board of Realtors attention to take into consideration the City's historic districts, business licenses, and zoning issues.

Lawrence Quintana, a member of the Design Review Board gave a detailed discussion regarding the history of the home stating it was the only home that had an impact on the entire historical nature of the district. Mr. Quintana stated the Design Review Board was built to protect the historical and architectural heritage within the City of Las Vegas. Mr. Quintana advised the proposed structure that was being placed in front of the home did not fit the architectural quality of nature and it affected the lines of the particular district.

Esperanza Pacheco, a member of the Design Review Board, stated that during the previous public hearing that was held regarding the current situation, other alternatives and options were given to the Rubins. Ms. Pacheco advised there are specific rules and regulations when adding to a historical building, stating the materials being utilized must be materials that were already used within the residence. Ms. Pacheco voiced her concern stating she believed the Rubins did not do it intentionally and the Design Review Board wants to work with them knowing they were unaware of the requirements.

John Little who lived on 812 5th Street voiced his opinion regarding the community not appreciating the culture and beauty within the City of Las Vegas. Mr. Little stated the Governing Body was required to preserve the historical architectural structures of the City. Mr. Little stated he did not suggest overstepping the boundaries of the experts who had already denied the application twice.

Lee Einer, a member of the Design Review Board, stated that the construction for the carport had begun without a permit and was shut down by Code Enforcement to follow proper procedure. Mr. Einer stated that when reviewing the blueprints for the carport it was expected to be extended to the sidewalk covering the facade which went against the rules and regulations. Mr. Einer further stated that when the appeal went before the Board of Adjustment the Rubins stated the carport was to protect 2 vehicles from hail damage and the board came to a conclusion that 2 of the 4 vehicles were in a garage that the Design Review Board and Board of Adjustments were not aware of. Mr. Einer advised the Design Review Board had denied the application to preserve the historic figures within the City of Las Vegas.

Martha Johnson who lived on 800 5th Street voiced her opinion regarding the carport stating the pillars would be a hindrance to the neighborhood and history of Las Vegas if it were to be completed.

Mike Sweeney, a member of the Planning & Zoning Commission and Board of Adjustments, stated that the Rubins contractor was licensed in welding and not construction. Mr. Sweeney stated the carport did not fit the historic cultural identity that the district beheld.

Tony Rubin stated that the Board of Adjustments nor the Design Review Board gave them any legal justification as to why the application was denied. Mr. Rubin

stated there was no reference to any guidelines, regulations, ordinances, law or rule of law. Mr. Rubin stated that to date they had not received any written statement regarding reasons based on historic guidelines or standards. Mr. Rubin advised they had received 2 letters from Planning & Zoning Coordinator Charles Ortiz on May 28 and May 29, 2025 stating the application was denied without justification. Mr. Rubin stated the County Assessor and Territorial Title did not have any official records as to when the Rubins home was built.

Jeannie Rubin stated they had a U.S. Constitutional Right to protect their property through the 5th and 14th amendments. Ms. Rubin voiced her opinion stating the Design Review Board and the Board of Adjustments were biased and condescending and was told to live elsewhere and accept a lower standard of living in their neighborhood. Ms. Rubin stated there was a gazebo next door to their home that was not culturally relevant to the area and 2 pre-fabricated carports that were located near the Immaculate Conception Church that were approved. Ms. Rubin stated the standards were different depending on who the resident was. Ms. Rubin stated for the record that when their garage was being built the City had to move the sewer lines, water lines, gas lines and electrical lines that were inspected and approved. Ms. Rubin further stated the contractor had informed them he had a contract with the City and would handle the building permit for them.

Councilor Casey asked Community Development Director Marquez how the other individuals who had carports within the same district obtained a permit.

Community Development Director Marquez stated the projects were not approved through his department and the Design Review Boards main focus was the front yard. Community Development Director Marquez stated that residents should be receiving a permit for any construction being done on their property.

Councilor Casey asked if the carport the Rubins were requesting to build would lower the value of the Rubins property and the properties adjacent to them.

City Planner Zunker stated that the homes in the area where the Rubins live were all set on the same line that the National Historic Registry, Secretary of Interior, and SHPO requested. City Planner Zunker stated if there was a structure that was sticking out before other properties the line of sight would be taken and devalue the properties.

Councilor Casey asked who oversaw the Design Review Board and Board of Adjustments.

Planning & Zoning Coordinator Charles Ortiz advised he did.

Councilor Casey asked if the Rubins had received any documents in writing giving justification as to why their application was denied.

Planning & Zoning Coordinator Ortiz stated they were not given a document in writing but were verbally told at both the Design Review Board meeting and the Board of Adjustments meeting.

Councilor Casey asked why the Rubins had not received a document in writing as to why the application was denied by both boards.

Community Development Director Marquez stated that the department does not provide a reason as to why applications were approved, which was the same process for a denial where no reason was given as to why it was denied. Community Development Director Marquez stated if additional information was needed from the public the meeting minutes could be requested through an IPRA request to correctly build their project.

City Planner Zunker advised during the Design Review Board meeting the members had offered the Rubins alternative suggestions and the Rubins stated it wouldn't work to each one of their suggestions. City Planner Zunker mentioned there was no suggestion the Rubins would accept during the meeting.

Councilor Martinez stated without the project being completed there was no way for them to judge what was being utilized and the outcome of the final structure.

Councilor Montoya asked why proper justification could not be given to the Rubins.

Community Development Director Marquez advised the approval and denials were the same process and justification was never given.

Mayor Romero asked if the letters were sufficient for approval or denial.

Community Development Director Marquez stated the department had followed examples from previous years and stated they had never given justification for approval or denial.

Mayor Romero asked if statements were made during the Board of Adjustments meeting or the Design Review Board meeting as to what the denial was.

Planning & Zoning Coordinator Ortiz advised yes, statements were given as to why the application was denied at both meetings. Planning & Zoning Coordinator Ortiz advised that on the application it offered the applicant an option to amend the application and have the Design Review Board review the application again.

Councilor Montoya voiced his concern regarding the boards not being able to give justification for the denials. Councilor Montoya asked if the suggestions that were given to the Rubins met the guidelines and regulations.

Community Development Director Marquez stated if the Rubins decided to take one of the suggestions they would have to start the process again.

Councilor Montoya asked what were the suggested options that were given to the Rubins.

City Planner Zunker stated he remembered the board members suggesting downsizing the carport, and placing the carport in the backyard and mentioned the Rubins stated it would not work. City Planner Zunker advised one of the reasons the application was denied was because the carport would cover the majority of the property and was not only a part of the historic district but also the City's historic district.

Mayor Romero asked what entity gave the historic district designation to an area of the City.

City Planner Zunker advised the National Historic District which had gone through the National Park Service set up through the Secretary of Interior designated the National Historic Districts and at some point the Governing Body adopted the City of Las Vegas' historic districts. City Planner Zunker advised the City district lies within the national districts. City Planner Zunker advised the National Park Service

were the ones who set up the historic buildings for the national registry that had to be applied for.

Mayor Romero asked if the 200-22 Standards for Review were designated for landmark or district by the Secretary of Interior standards and were those the standards the department was abiding by. Mayor Romero asked if there were standards that the boards and community development had to follow.

City Planner Zunker advised the standards 200-22, pamphlets and other documents were given to both boards and mentioned the Secretary of Interior went more into depth. City Planner Zunker advised yes, and mentioned Planning & Zoning Coordinator Ortiz and himself attended the New Mexico Municipal League of Zoning Officials in Taos weeks prior. City Planner Zunker stated they were persuaded to do research and move forward to enforce the zoning laws.

City Manager Anaya advised the departments operated under the ordinances and advised the Governing Body that he would review the ordinances in communication and coordination with the boards to assure the communication mechanisms were clear.

Jeannie Rubin stated that there were no restrictions regarding putting up a carport within the historic district. Ms. Rubin stated their home was not listed on the historic registry but was listed on the historic district.

Tony Rubin stated that during the Design Review Board meeting there was conversation regarding the steps to construct a carport. Mr. Rubin stated they were going to build the carport pitch high to blend in with the roof and make it shorter so it didn't take away from the line of view.

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

Marvin Martinez	Yes	Barbara Casey	Yes
Michael Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised motion carried.

1. Conduct a Public Hearing and consideration to uphold or overturn the Design Review Board & Board of Adjustment's decision to deny the application submitted by Tony and Jeannie Rubin.

Councilor Casey suggested that Tony and Jeannie Rubin work in partnership with either boards or the Community Development department to obtain a referable idea as to what they can do to meet the rules and regulations for the carport.

Councilor Casey made a motion to deny the application by Tony and Jeannie Rubin with the provision that they work diligently with City staff and board members to construct a project that could be reapplied for. Councilor Martinez seconded the motion.

Councilor Montoya asked if the denial would allow the application to return to the Design Review Board.

Community Development Director Marquez advised no, that the motion was the final decision.

Councilor Montoya asked if he was going to change the process of approvals and denials and let the applicant know why the application was denied.

Community Development Director Marquez stated he was reviewing the ordinance and it stated they must give a reason for the denial of the application not the actual case.

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

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

City Clerk Fresquez advised there was a tie.

Mayor Romero voted yes and broke the tie.

City Clerk Fresquez advised the motion carried.

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

City Manager Anaya read into the record the letter Mayor Romero and himself sent to Governor Michelle Lujan Grisham as follows:

"June 12, 2025

Dear Honorable Governor Michelle Lujan Grisham:

We are writing this letter as a follow up to the town hall meeting of May 28, 2025, and the concerns you and your team raised, to the follow up with use and expenditure of resources associated with the Calf Canyon/Hermit's Peak Fire. We thank you for your work and commitment to help the City of Las Vegas, San Miguel and Mora Counties, and most importantly the thousands of residents and their families devastated by the Calf Canyon/Hermit's Peak Fire caused by human hands.

We respect your role and the immense responsibility it brings articulated in the constitution of the State of New Mexico. We fully and completely acknowledge and accept the reality and the magnitude of the post fire challenges that exist, known and unknown. We appreciate and respect all of the departments and agencies under your direction and accept a collaborative process to achieve shared objectives of recovery in the interest of the citizens of our region.

The Challenges Are Cascading and Compounding

We understand that in order to succeed, we must work across all entities local, State, Federal and private, coordinating and communicating in an organized manner to plan, design and construct projects directly associated with the ever-changing environment we are now part of. The flooding and the devastation that comes with it, along with frustration and anxiety of unpaid claims is an unacceptable reality of life for people now. This reality is due to a fire caused by human hands, under the direction and responsibility of the Federal government. The daily threats we face during this time of year is flooding that will continue to damage our water system and other essential infrastructure necessary for fundamental services essential to life. Yes, we recognize the urgency and the need

to act, but we also acknowledge the reality of making repairs and improvements at the risk that they may be compromised by cascading and compounding events related to the fire. The solution warrants action, but also warrants intentional and constant interface with all parties affected.

It Is About Our People Who Have Suffered and Continue To Suffer

We do our work in the service of the people of the City of Las Vegas. We will partner with San Miguel County to work through our shared challenges of serving our people. We share the responsibility with our neighbors to the North in Mora County and will work collaboratively with them and other stakeholders like New Mexico Highlands University, Luna Community College, Alta Vista Hospital, Acequia Groups, Forest Service, Behavioral Health and any and all people ready to help in the collective interest of the recovery now and for decades to come. It is about the people, devastated by an act of the Federal government caused by human hands!

We Are Committed:

1. To recovery and all it entails; and
2. To work with any and all who are willing to come to the table, stay at the table and work through the challenges; and
3. To transparency and financial accountability; and
4. To serve our residents in accordance with our City Charter; and
5. To clean water and improvements to our system in accordance and compliance with state standards and requirements of the Drinking Water Bureau and other regulatory entities of the state of New Mexico; and
6. To rebuilding our infrastructure across all areas devastated by the fire and the cascading events known and unknown we will face in the coming decades; and

Request

1. **A mutual agreement reflecting our respective roles yours under the constitution of the state of New Mexico, and ours under the constitution and our City Charter;**
2. **A mutual commitment to better coordinate and communicate our efforts; and**

- 3. Continued support from the agencies and resources under your direction; and**
- 4. Your continued support and leadership to hold the federal government accountable for this fire and its after effects caused by human hands.**

Thank you for your leadership, your assistance and your commitment to find solutions in partnership with local governments including the City of Las Vegas and all who were impacted, during uncertain times and challenges ahead.

Respectfully and Sincerely,

David G. Romero, Mayor

Robert A. Anaya, City Manager

Cc. Councilor Pro Tem Marvin Martinez, Councilor Michael Montoya, Councilor David Ulibarri, Councilor Barbara Perea-Casey, U.S. Senator Ben Ray Lujan, U.S. Senator Martin Heinrich, Congresswoman Teresa Leger Fernandez, State Senator Pete Campos, State Representative District-70 Anita Gonzales, State Representative District-40 Joseph Sanchez

Cc. James Kenney NMED Cabinet Secretary, Major General Miguel Aguilar DHSEM, Acting Cabinet Secretary, Ali Rye, DHSEM Deputy Cabinet Secretary, John Rhoderick, Deputy Cabinet Secretary, Jonas Armstrong, General Counsel, Ricky Serna, NMDOT Cabinet Secretary, Walter Adams, NMDOT Chairman, Commissioner (Chairman) Harold Garcia, San Miguel County, Joy Ansley, San Miguel County Manager, Richard Trujillo, Mora County Manager, President Neil Woolf, NMHU, Dr. Harpo Sanchez, Chair NMHU Board of Regents, President Carol Linder, Luna Community College, Helen Ballantyne, CEO of Alta Vista Regional Hospital, Tim Shields, Executive Director of Behavioral Health Institute."

City Manager Anaya asked Dr. Howe to give a summary on his perspective of the City as it related to a recommendation moving forward with the water system.

Dr. Howe stated the June 2024 flood revealed that the planned improvements were based on addressing fire impacts and would not have sufficiently addressed flood impacts. Dr. Howe suggested changes for the wider range of need for changes in process for the new water treatment plant, adding resilience, and the handling of turbidity within the reservoirs. Dr. Howe recommended designing and constructing the improvements to the new water treatment plant and hiring

consultants who specialize in water treatment plants to assure no further issues occur.

City Manager Anaya asked if Dr. Howe recommended the City advancing a request to construct a design build operate option for the City of Las Vegas' water treatment plant.

Dr. Howe stated yes, that it would allow the plan to be directly connected to the plant that was designed and operated. Dr. Howe advised there was a DBO option that would help the operation process of the water treatment plant quicker. Dr. Howe advised the City was in a place where they were ready to begin constructing an RFP for the design build contract.

City Manager Anaya asked IT Manager Leon Trujillo if Contracted City Attorney Geno Zamora would be joining the meeting via zoom.

IT Manager Trujillo advised yes.

City Manager Anaya stated Contracted City Attorney Zamora helped the City with the communications of raising concerns and facilitating amendments to the agreements. City Manager Anaya recommended the City would want to maintain connection and contact throughout the entire process if it was the determining factor for the Council to engage in partnership. City Manager Anaya asked Contracted City Attorney Zamora if he could present a summary of the language that helps assure the engagement, communication, and coordination of the project.

Contracted City Attorney Zamora advised he was able to negotiate language with the State regarding prior coordination with the City and identify the departments that needed different assignments. Contracted City Attorney Zamora advised there was language indicating there would be communication and notification with the City when contractors were seeking employment.

City Manager Anaya asked if Contracted City Attorney Zamora could give a summary on his perspective of the temporary water treatment plant and the permanent water treatment plant.

City Attorney Zamora advised the State had offered to assist the City with a plan, design, procure, construct, test, deliver, and close out a temporary water treatment facility.

City Manager Anaya asked Contracted City Attorney Zamora to speak about the letter from the State with regard to its obligation under the agreement and exhibit A., for the temporary water treatment facility and the permanent water treatment facility and receive FEMA public assistance on behalf of the City and reimburse the natural disaster.

City Attorney Zamora advised the original language could have been read as the City was not eligible to seek reimbursement from FEMA public assistance and negotiated with the State to add language to allow the City to seek reimbursement from FEMA public assistance.

Mayor Romero stated during the Town Hall meeting on May 28th, the City went with good intentions to collaborate with the State. Mayor Romero stated he was pleased to be in partnership with the State to move forward alleviating some of the pressure the City was experiencing to assure a quicker process for a permanent water treatment facility.

Councilor Casey voiced her opinion stating she felt as if the State pressured the City to make a decision quickly based on what they wanted and coerced the City into the agreement. Councilor Casey voiced her concern regarding the language within the agreement and suggested changes be made. Councilor Casey asked what would happen to the contract with the Sulzer Group if the State was requesting all monies from FEMA. Councilor Casey stated she was not prepared to vote on something she did not agree with and wanted the agreement to be finalized and brought back to the Governing Body.

Councilor Martinez asked what the time frame was to return the agreement to the State.

City Manager Anaya stated the time frame was at the will of the collective Governing Body and was determined based on the Mayor and Council's decision.

Councilor Martinez stated there were better benefits being in partnership with the State; however, the City had an obligation to maintain the water within the

community. Councilor Martinez voiced his opinion stating he felt the Governing Body was being forced to agree at a limited time.

Contracted City Attorney Zamora stated it was not unusual language within the agreement and was to assure there was value being traded for value. City Attorney Zamora advised within the contract a listed amount may not be a set amount which would require the language that the City would provide the necessary funds to accomplish the project from the FEMA funds.

City Manager Anaya stated there was high value going into the agreement with the State to assure the proper construction of the water treatment facility. City Manager Anaya stated the decision was ultimately up to the Governing Body to go into agreement with the State.

Councilor Montoya asked where the City stood with the plan and design for the water treatment facility and if there were any engineers or consultants.

Water Director Martinez stated that all of the previous PER's that were being conducted were never finalized. Water Director Martinez advised the production of the PER's and the final draft had all been paid out.

Councilor Montoya asked who had put the PER's on hold.

Water Director Martinez advised it was at the directive of the former City Manager.

Councilor Montoya asked if the former City Manager had given justification as to why they were put on hold.

Water Director Martinez stated it was going based off of what was taking place with the former Utilities director to move forward with PER and other associated projects.

Councilor Montoya asked how long ago it was.

Water Director Martinez stated it was over a year ago between April and May 2024.

Councilor Montoya asked that nothing was being planned or designed for the water treatment plant for over a year.

Water Director Martinez stated he was unaware of the business the former City Manager and the consultants had.

Councilor Montoya asked if the City had any commitments.

Water Director Martinez stated no.

Councilor Montoya asked if Finance Director Madrid had reviewed the MOU agreement between the City and FEMA.

Finance Director Madrid stated he had reviewed the first draft but not any of the subsequent revisions.

Councilor Montoya voiced his concern and suggested changes within the MOU agreement between FEMA and the City of Las Vegas in regards to additional storage tanks being added, interest the City was receiving was not included in the \$98 million, information stated by Governor Michelle Lujan-Grisham about the new water treatment plant facility, and a secondary reservoir at the Montezuma pond for emergencies. Councilor Montoya asked if the State had approved the agreement.

City Manager Anaya stated the agreement was approved by Governor Michelle Lujan Grisham and the individuals who were contained within the agreement.

Councilor Montoya asked within the agreement if the City had to meet with the State once a week.

City Manager Anaya advised the City had to meet with the State once a month regarding the scope of work.

Councilor Casey stated she did not receive the revised agreement until 30 minutes before the meeting started and had no time to review it and was not going to make a motion on something she had not reviewed.

City Manager Anaya stated he took responsibility for the document being given on a late notice.

Councilor Casey stated she preferred emails sent to her personal email due to her not being able to receive others at her home.

City Manager Anaya stated that he would resolve the issue to prevent any future issues.

Mayor Romero advised City Manager Anaya had made every effort to update the Governing Body as the revised edits to the document were given by legal.

City Manager Anaya stated he would go through the agreement page by page and meet with the Governing Body to assure each Councilor understood the contents within the agreement. City Manager Anaya asked Contracted City Attorney Zamora if he would join the meetings with the Governing Body and himself to give his input and perspective on the agreement.

Contracted City Attorney Zamora stated he would be willing to attend the meetings if the Governing Body were able to schedule with him when he was available.

Councilor Martinez recommended conducting a work session within the Governing Body to discuss and review the agreement and then call for a Special meeting.

City Manager Anaya stated he supported Councilor Martinez' recommendation.

Councilor Casey made a motion to table Business Item #1 regarding Consideration and possible action of the State of New Mexico Intergovernmental Agreement with the City of Las Vegas until such time as a finalized copy of the agreement was ready to be distributed to the Council for review. Councilor Montoya seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	Barbara Casey	Yes
Michael Montoya	Yes	David Ulibarri	Yes

City Clerk Fresquez advised the motion carried.

3. Request approval of the Cooperative Marketing Agreement between the City of Las Vegas and the New Mexico Tourism Department for the purpose of a grant acceptance in the amount of \$123,742.

Community Development Director Marquez stated it was the grant that the department had applied for and the City's required match of funds would be in the amount of \$61,871.00. Community Development Director Marquez advised that the first payment would be due on July 10, 2025 in the amount of \$30,935.50. Community Development Director Marquez advised the second payment would be due on December 2, 2025 in the amount of \$30,935.50. Community Development Director Marquez stated he had been in contact with Finance Director Madrid and the monies were already saved and would just need to be approved.

Councilor Montoya made a motion to approve the Cooperative Marketing Agreement between the City of Las Vegas and the New Mexico Tourism Department for the purpose of a grant acceptance in the amount of \$123,742. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael Montoya	Yes
Marvin Martinez	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

4. Request approval to award RFP #2025-29 for assessment and monitoring services for disaster debris and hazard tree removal to GMC Goodwyn Mills Cawood and enter into contract.

Councilor Montoya asked what contractors had bid on the project.

Water Director Martinez stated GMC and Goodwyn Mills.

Councilor Montoya asked where GMC was located.

Water Director Martinez replied GMC was a nationwide contractor.

Councilor Montoya asked how much he estimated the City would spend on the project.

Water Director Martinez stated each disaster that could potentially occur was different and there was no way of telling how much the City would have to spend.

Councilor Montoya asked if the contractors could be utilized to clean the Gallinas River between Mills and Independence.

Mayor Romero stated that there were four contractors through FEMA who had a way of accounting where FEMA would pay out vegetation, rock, boulder and debris which was a significant difference if the City were to utilize them.

Councilor Casey made a motion to approve to award RFP #2025-29 for assessment and monitoring services for disaster debris and hazard tree removal to GMC Goodwyn Mills Cawood and enter into contract. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Marvin Martinez	Yes
Barbara Casey	Yes	Michael Montoya	Yes

City Clerk Fresquez advised the motion carried.

5. Request approval to award RFP #2025-30 for debris removal services for disaster debris and hazard tree removal to Northeastern Construction, Cordova Contracting & Development LLC, Southwest Contracting & Associates LLC and DRC Emergency Services.

Water Director Martinez stated the reasoning for the amount of contractors that were requested was because of the potential assessment that could be done. Water Director Martinez stated he did not want to overwhelm a contractor with the work to be done while having other jobs on the line.

Councilor Casey asked if the contractors were going to be on an as needed basis.

Water Director Martinez advised yes, and the task order that will be conducted would have an exceedance.

Mayor Romero asked if the bonding capacity was a part of the RFP or if there was a minimum bonding capacity.

Water Director Martinez stated yes, the contractors were on call and if the project were to turn into a large-scale project the contractor would be required to pull a bonding out.

Mayor Romero asked what the requirements for the bonding were.

Water Director Martinez advised once the contractor had received the notice to proceed they had 24 hours to respond.

Councilor Montoya asked who DRC Emergency Services were and where they were from.

Water Director Martinez stated the DRC Emergency Services who applied for the project were located out of Galveston, Texas.

Councilor Montoya made a motion to approve to award RFP #2025-30 for debris removal services for disaster debris and hazard tree removal to Northeastern Construction, Cordova Contracting & Development LLC, Southwest Contracting & Associates LLC and DRC Emergency Services. Councilor Casey seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

Marvin Martinez	Yes	David Ulibarri	Yes
Michael Montoya	Yes	Barbara Casey	Yes

City Clerk Fresquez advised the motion carried.

6. Request approval to award a renovation project for restoration of Carnegie Library roof, pillars, plaster walls and ceiling to J3systems through CES, Contract 2023-07-C311-ALL.

Councilor Casey made a motion to approve a renovation project for restoration of Carnegie Library roof, pillars, plaster walls and ceiling to J3systems through CES, Contract 2023-07-C311-ALL. Councilor Martinez seconded the motion. Mayor Romero asked for roll call. Roll Call Vote was taken and reflected the following:

David Ulibarri	Yes	Michael Montoya	Yes
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

7. Request approval of Resolution No. 25-22, a resolution establishing reasonable notice of City Council Meetings in compliance with the Open Meetings Act (OMA).

City Manager Anaya suggested moving the City Council meetings to different weeks instead of one after another to assure proper documentation was given to members within a reasonable time period.

Councilor Montoya stated he supported City Manager Anaya's response and also suggested it himself in previous meetings.

Councilor Montoya made a motion to approve Resolution No. 25-22, a resolution establishing reasonable notice of City Council Meetings in compliance with the Open Meetings Act (OMA). Councilor Martinez seconded the motion.

Resolution No. 25-22 was presented as follows: *Due to the length of the document, a copy may be obtained from the City of Las Vegas, City Clerk's Office.*

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

David Ulibarri	Yes	Michael Montoya	Yes
Barbara Casey	Yes	Marvin Martinez	Yes

City Clerk Fresquez advised the motion carried.

ADJOURN

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

Meeting adjourned at 10:30 pm.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk



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

Meeting Date: July 9, 2025

Date Submitted: June 25, 2025

Department: Community Development

Item/Topic: Request for approval of contract between the City of las Vegas and MainStreet de Las Vegas for the fiscal year 2025-26.

Fiscal Impact: \$46,000.00 to be paid in four (4) quarterly installments of \$11,500.00 each.

Attachments: Copy of the contract with the scope of work.

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

Date

6/26/25

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

Date Submitted: June 26, 2025

Department Submitting: Community Development

Submitter: Scott Zunker

Documents to be reviewed: Contract between the City of Las Vegas and MainStreet de Las Vegas

Deadline: ASAP, current contract ends June 30, 2025

Submitter Comments:

☐

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

Date

06/27/2025

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

2



Finance Director

Date

6-27-25

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

3


Robert A. Anaya, City Manager

Date

6/27/25

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.***

Professional Services Contract

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

This Professional Services Contract ("Contract") is hereby made and entered into by and between the City of Las Vegas, a New Mexico home-rule municipality (hereinafter " City") and Mainstreet de Las Vegas (hereinafter" Contractor") on this _____ day of July, 2025.

RECITALS

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

WHEREAS, the City commits financial support through June 30, 2026, prorated on a quarterly or project completion basis in an amount during the contract period not to exceed Forty Six Thousand Dollars (\$46,000.00). The Forty Six Thousand Dollars (\$46,000) is payable for the Scope of Work (Exhibit A), and

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

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

1. Term. This Contract shall be effective from the date it is fully executed through June 30, 2026, unless otherwise terminated pursuant to the termination provision herein. This Contract shall not be effective until approved by the City Council and signed by the Mayor or designee.
2. Completion Schedule. Contractor shall complete the tasks identified in the Scope of Work no later than June 30, 2026.
3. Compensation and Payment Schedule. The City shall pay Contractor on a timely basis as follows:
 - A. The City shall pay Contractor for services satisfactorily rendered in an amount not to exceed a total of Forty Six Thousand Dollars (\$46,000).

B. In support of the implementation of projects and in fulfillment of the biannual MOU executed with New Mexico MainStreet, the City shall provide the following in-kind services to the Contractor during FY26:

- Grant Writing/application support for jointly-funded proposals (capital outlay, etc.)
- Staff time to support revitalization efforts such as assisting with district clean-up activities, physical improvement projects, events, etc.
- Equipment and supplies, if available and appropriate
- Continued use of City facilities for meetings

C. Method of Payment: The City shall pay Contractor in Four (4) equal installments of \$11,500 on a quarterly basis of each fiscal year. The City shall provide the initial payment with the execution of the contract commencing on _____, 2025. Thereafter, the Contractor shall provide quarterly reports, to be reviewed by the City Council prior to the subsequent quarterly payments. The quarterly reports shall provide detailed progress reports on the Scope of Work to include percent completion of each task. City shall provide subsequent quarterly payments in October, January and April upon submission of invoices and quarterly reports detailing progress with implementation of project deliverables in the previous quarter.

D. No further amount(s) shall be available under this Contract unless authorized by City Council resolution and embodied in a written amendment to this Contract executed prior to the additional work being performed.

E. Subject to the requirements of Paragraph (C), the City acknowledges that if it requests services outside the Scope of Work, Contractor will bill for these services at rates ranging from fifty dollars per hour (\$50.00) to seventy five dollars per hour (\$75.00) including gross receipts tax, depending on the experience of the individual providing the requested services.

4. Termination.

A. In addition to any other remedy provided by law, the City may terminate this Contract by written notice delivered to the Contractor or his agent in any of the following circumstances:

- i. If the Contractor is in default in the performance of any term, condition or covenant of this Contract, and if the Contractor does not cure the default within five (5) working days after notice, or, if the default is of such nature that it cannot be cured completely within the five (5) day period; or
- ii. If the Contractor fails to furnish a certificate of insurance within the time required by this Contract.

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

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

10. Business Insurance Requirements.

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

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

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

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

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

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

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

CITY OF LAS VEGAS
1700 N. Grand Ave.
Las Vegas, NM 87701
ranaya@lasvegasnm.gov

CONTRACTOR:
P.O. Box 877
Las Vegas, NM 87701
neoiv@yahoo.com

Robert A. Anaya, City Manager

Tasha Martinez, President
MainStreet de Las Vegas


Date: _____

Date: _____

Attest:

Casandra Fresquez, City Clerk

Approved as to legal sufficiency only:



City Attorney



Scope of Services: Activities Reflecting Use of City Funds

A. Core Services coordinated by New Mexico Main Street

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

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

quarterly presentations to the City Council or designated departmental staff outlining progress with service delivery, implementation of projects, and reporting of district reinvestment statistics/impact measures. As needed, participate in planning/coordination meetings with the City Manager, Community Development Director and other key City staff.

B. Additional Services to be Completed within the 2025-26 Fiscal Year

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

Tasks to be completed as part of the City Contract in FY 2025-26:

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

1. Complete Great Blocks Railroad District:

Coordinate with the City to complete the Great Blocks Railroad District construction: Assist the City of Las Vegas to complete all phases of the Great Blocks Project in the Historic Railroad District. Provide construction mitigation support via outreach, communications and updates to the residents and businesses. Coordinate a public art project as part of the Railroad Avenue construction.

2. Installing Buffalo Sculpture in Plaza Park

Main Street will partner with the City of Las Vegas in the oversight and installation of the buffalo sculpture in Plaza Park. Mainstreet Las Vegas will continually offer its resources to complete the project. Utilizing advanced AI rendering technology, and visual representations to help evaluate various options and select the best possible site for this piece.

3. Holiday Events

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

4. Revitalize Arts and Cultural District

Mainstreet Las Vegas will partner with local entities and the City of Las Vegas to reestablish Las Vegas as an Arts and Cultural District. This will include raising the capacity of Mainstreet to function as the administrative entity for the ACD and reform an administrative committee that includes a City official to keep the distinction from the State of New Mexico.

5. Great Blocks Douglas Street:

Coordinate with the City to seek Great Blocks funding support aimed at revitalizing Douglas Street from 7th Street to Grand Ave. to enhance the physical and aesthetic environment of the area.

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

1. Economic Development Reports:

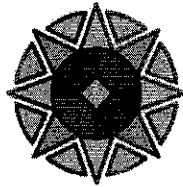
Utilize NMMS reporting tools to track and communicate to the City key statistics of jobs, new businesses, building rehabilitations, and public/private sector investments in the MSLV district and serve as an information clearing house for this type of information in the community.

2. Complete a Facade Squad in the Fiscal Year

MainStreet will complete a Facade Squad restoration project within the fiscal year. Mainstreet will choose a building, particularly if on Bridge Street, with the advice and at the discretion of the City of Las Vegas.

3. New Mexico Main Street Service Contracts:

In consultation with the City Manager, submit no less than two(2) service requests to the NMMS program in FY 2025-26, to connect technical assistance to support the economic revitalization of the Main Street District. These service requests include economic vitality, promotion, organization, and design. One (1) service request to the NMMS program in FY 2025-2026 specifically for Transformation Strategy #2.



Agreement / Contract
No. 4173-25
City of Las Vegas
Date

**NEW MEXICO
MAINSTREET™**
ENGAGE PEOPLE • REBUILD PLACES
REVITALIZE ECONOMIES

Biennial Memorandum of Understanding (MOU)

July 1, 2024 – June 30, 2026

Between

New Mexico MainStreet Program,

The City of Las Vegas, and MainStreet de Las Vegas Arts & Cultural District

The State of New Mexico's Economic Development Department seeks to increase the number of jobs and businesses, sustain and expand existing businesses, mitigate commercial leakage, support local entrepreneurs in start-ups, and improve property values within traditional and historic commercial districts. To that end, it has dedicated resources, professional assistance, and services to partnering municipalities and local MainStreet organizations representing stakeholders within the designated commercial district through the New Mexico MainStreet (NMMS), New Mexico Arts & Cultural Districts (ACD), and New Mexico MainStreet Project-Based Initiative programs which include: Frontier and Rural Communities Initiative (FRCI), Native American Communities Initiative (NACI), and Urban Neighborhood Commercial Corridors (UNCC). The partners of this Biennial Memorandum of Understanding (MOU) agree to dedicate collaborative resources, adopt local economic growth and revitalization tools, and establish economic development funding for operations and program implementation to restore economic vitality within the MainStreet economic redevelopment district.

New Mexico MainStreet is a designated "Main Street America" State Coordinating Program. Main Street America (MSA) is a program of the nonprofit National Main Street Center, Inc. (NMSC), a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department (NMEDD) is licensed and accredited annually to administer the **NMSC's Main Street Approach™** to downtown revitalization. It does this through the development of "Economic Transformation Strategies" that are implemented through comprehensive work in four broad areas known as the **Four Points: Economic Vitality, Design, Promotion, and Organization.**

Through the execution of this biennial MOU, the New Mexico MainStreet program establishes an economic development partnership with local, eligible communities. NMEDD, by New Mexico State Statute (New Mexico MainStreet Act 3-60B-1 to 3-60B-4 NMSA 1978, as amended 2013, and the Arts and Cultural District Act 2007), is authorized to select local partners to participate in the New Mexico MainStreet's program based on the standards and principles set forth by the MSA/NMSC when resources and legislative appropriation allows. Local partners (the local revitalization organization and the local governing body), join their resources (human, social, and financial) to directly support the economic development of the district.

As a Main Street America State Coordinating Program, NMMS provides local MainStreet organizations and their local government partners with resources, training, and technical services that enhance local culture and heritage,

and build the economic vitality of each participating community's downtown, village plaza, town center, courthouse square, historic commercial corridor, or traditional neighborhood business district.

The local government partner (municipal, county, or tribal government) financially supports community economic development work within the dedicated MainStreet district for both operations and program implementation through a service contract with the local, state-designated MainStreet organization. Since the NMMS program and its designation of local partners are established by state statute, and with the understanding that the service contract binds the local MainStreet organization to the implementation of economic development projects which have a fair-market value in exchange for funds received, local government partners remain in compliance with the anti-donation clause of the New Mexico Constitution.

The local MainStreet organization is an economic development organization comprised of district and community stakeholders, whose programs, projects, and activities enhance the local downtown economy and contribute to the quality of life of its citizens. The organization builds local partnerships to leverage resources and buy-in for the revitalization of the district.

This MOU commits partners to the criteria defined in New Mexico MainStreet Program Guidelines (Attachment 1).

This MOU covers a period of two (2) years beginning July 1, 2024. Once fully executed by all parties on the signature page below, it replaces any previous Letters of Agreement, Letter of Understanding, or MOU related to the NMMS program of the NMEDD.

I. PARTICIPATION AND COMMITMENT UNDER THIS MEMORANDUM OF UNDERSTANDING

The local Governing body of the City of Las Vegas and the MainStreet de Las Vegas Arts & Cultural District agree to abide by the eligibility and participation requirements as set forth below. The local governing body's official representative and the steering committee or Board of the local MainStreet program have read and understand the Accreditation requirements of the NMMS Program and the MSA "Accreditation Standards" as set forth in Attachment 1.

II. REQUIREMENTS OF THE LOCAL MAINSTREET ORGANIZATION – MAINSTREET DE LAS VEGAS ARTS & CULTURAL DISTRICT

- A. Provide community economic growth revitalization services to the property and business owners and residents of the district through the Main Street Approach™, and in alignment with the guidelines of the MSA/NMSC and locally-established Economic Transformation Strategies (ETS).
- B. The organization and local government partner have a fully executed Memorandum of Understanding (MOU) with the Economic Development Department.
- C. The organization has a separate annual contract of services with the local government partner(s) (municipality, county, and/or tribal government) to implement community economic development initiatives within the designated MainStreet and/or Arts & Cultural District. The organization must supply NMMS with a copy of the executed service contract annually or whenever service contract is renewed.
- D. Work with the local government partner(s) (municipal, county, or tribal government) to ensure that appropriate financial revitalization tools, created through state statute for economic development (inclusive of any statutory changes), are adopted by the local government partner for the MainStreet District. These tools may include the Local Economic Development Act (LEDA), a Metropolitan Redevelopment Area (MRA), District Master Plan, and/or Cultural Economic Development Plan, and related finance mechanisms, such as Tax Increment Finance District (TIF), a Tax Increment Development District (TIDD) and/or a Business Improvement District (BID).
- E. Maintain compliance with all annual nonprofit registration and reporting requirements of the New Mexico Secretary of State's Corporations Bureau, the New Mexico Attorney General's Office (Charitable Organizations Division) and Internal Revenue Service (IRS). The organization files all compliance and related documents to the NMMS Digital Dashboard.

- F. In partnership with the local government partner(s), maintains the minimum required operating budget relevant to the size of the community, neighborhood or district served (Attachment 1, Table 1 for FY25 & Table 2 for FY26).
- G. If established as an independent nonprofit corporation, the organization must have a Board of Directors with oversight of the organization's performance.
 - 1) The Board of Directors agrees to raise additional funds as needed to meet minimum operation budgets for Affiliate and Accredited organizations per the specifications in Attachment 1, Table 1 for FY25 & Table 2 for FY26.
 - 2) The organization must maintain an adequate budget to support training for staff and Board members in nonprofit management and leadership and ensure staff and Board attendance requirements are met.
- H. Establish three (3) NMMS approved Economic Transformation Strategies (ETS) based on adopted economic development plans for the district, implement the work of the *Main Street Approach*™, and provide evidence of annual progress towards implementation.
 - 1) Economic Transformation Strategies should be developed in consultation with and input from district stakeholders and local government partners.
 - 2) One (1) of the three (3) ETS's should be dedicated to organizational capacity-building activities that directly relate to the organization's/district's specific economic development goals.
 - 3) The organization is required to have a written work plan adopted by the Board of Directors that reflects projects and activities that utilize each of the MainStreet Four Points towards realization of outcomes of the three (3) Economic Transformation Strategies.
- I. Adopt and abide by the following organizational policies as recommended by the IRS and the New Mexico Attorney General's office:
 - 1) Conflict of Interest policy: All members of the Board of Directors or Steering Committee must sign a Conflict-of-Interest Disclosure statement in accordance with the adopted Conflict of Interest policy,
 - 2) Records and Retention and Destruction policy,
 - 3) Whistleblower Protections policy,
 - 4) Fiscal Controls/Financial Management policy, and
 - 5) Non-discrimination/Non-harassment policy.
- J. Upon revision to the local MainStreet organization's operational bylaws and/or amendment of its Articles of Incorporation, the local organization will provide NMMS with updated copies.
- K. Hire an Executive Director to oversee day-to-day operations of the nonprofit (see Attachment 1, Table 1 for FY25 & Table 2 for FY26), to provide outreach and support to the MainStreet District's constituents, attend local and NMMS-produced required meetings and trainings and support the Board and its committees in implementing the goals, projects, and activities outlined in Board-adopted ETS's.
 - 1) The Board of Directors provides the Executive Director with a written job description; an appropriate annual staff work plan based on the organization's annual work plan; and at minimum an annual job performance review.
 - 2) The Board of Directors ensures the Executive Director has an office equipped to conduct the work of the program.
 - 3) The Board of Directors maintains adequate funding for the Executive Director's expenses in building skills knowledge and expertise to assist the organization through the trainings and programs offered by NMMS and Main Street America.
- L. Meet all MSA Accreditation Standards needed to maintain status as a Main Street America Affiliate or Accredited program. Provide evidence of annual compliance with all programmatic requirements of the

NMMS program including legal compliance documents, annual work plans, operating budgets, assessment surveys, progress reporting and adoption of required policies.

M. Meet all requirements for reporting NMMS reinvestment statistics.

- 1) The organization agrees to submit Quarterly Reports to NMMS as established by the state legislature, tracking performance measures for the program. Reports are submitted according to the following schedule:
 1. The First Quarter Report, July 1 through September 30 is due October 1.
 2. The Second Quarter Report, Oct 1 through December 31 is due January 1.
 3. The Third Quarter Report, January 1 through March 31 is due April 1.
 4. The Fourth Quarter Report, April 1 through June 30 is due July 1.
- 2) The organization ensures the timely filing of all other reports and surveys required by Main Street America/National Main Street Center, the State Legislature, the NMEDD, and, as required by local governmental partners.

- N. Staff and Board members must participate in an annual NMMS program review and accreditation process to review organization and staff performance and qualification for Main Street America Accreditation.
- O. Notify NMMS of any changes to contact information for the local program office, Executive Director, Board President, Board Members and Committee Chairs.

III. REQUIREMENTS OF THE LOCAL GOVERNMENT PARTNER – CITY OF LAS VEGAS

The Main Street Approach™ offers community-based revitalization initiatives with a practical, adaptable framework for downtown transformation that is easily tailored to local conditions. The Main Street Approach helps communities get started with revitalization and grows with them over time but also requires a cooperative, working partnership of the public and private sectors to succeed.

With the execution of this MOU, the NMMS program requires each local MainStreet program to have in place a resolution of financial support adopted by the local government stating its support and funding commitment to the local MainStreet organization. A copy of the annual scope of services agreement or service contract should be delivered to the NMMS office as a condition of receiving services or funding from NMMS. Failure to adopt such resolution of financial support, or to provide the required financial resources, may result in the suspension of the services provided by NMMS and designation of the local organization as "inactive."

- A. NMMS requires the local government partner to enter into an annual service contract (or similar procurement mechanism in accordance with local policies and standards) for such financial support based on the adopted District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan and the adopted ETS's, with the local MainStreet organization.
 - a. Contracts should specify the commitment of resources in accordance with the *New Mexico MainStreet Program Guidelines* (minimum funding contributions by the local government partner are described in Attachment 1, Table 1 for FY25 & Table 2 for FY26) and shall include deliverables and/or services relevant to the revitalization of the downtown MainStreet District and/or Arts & Cultural District under the specifications of an adopted Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan for the District(s) and in alignment with the local MainStreet programs selected ETS's.
- B. Coordinate planning and implementation of revitalization projects through designated/appointed liaisons (local government Manager, Administrator, or Planning Director) that can also be involved and provide feedback on the development and adoption of the local MainStreet organization's Economic Transformation Strategies.
- C. Where applicable, adopt appropriate ordinances, tools (LEDA, etc.), plans (District Cultural Economic Development Plan, District Master Plan or Metropolitan Redevelopment Area Plan) and include projects on

local Infrastructure Capital Improvement Plans (ICIP) to support the district revitalization. The local government partner will dedicate economic development funding to priority economic development projects identified in adopted ordinances, tools, and plans, and agrees to administer state and federal funds with the MainStreet organization partner.

- D. Partner in public infrastructure reinvestment in the district by administering funds in a timely manner, coordinating projects, and managing capital outlay or other state or federal funds dedicated to MainStreet revitalization projects.
- E. Assist the MainStreet and/or Arts & Cultural District organization, where applicable, with collection and dissemination of relevant information, plans and statistics that support the district economic revitalization or reporting to the New Mexico State Legislature through the NMMS program.

IV. REQUIREMENTS OF THE NEW MEXICO MAINSTREET PROGRAM

NMMS, in consideration of financial resources established annually through the New Mexico State Legislature, will provide the following services and resources to designated MainStreet communities (inclusive of the local government partner, local MainStreet organization, and businesses/property owners within the MainStreet district):

- A. Through its staff or contractors, provide technical assistance (at no cost to the local program/community) relevant to the *Main Street Approach*™ and other commercial district economic growth, revitalization, and management topics. Each local organization may request services from NMMS, through submission of a Service Request Form to the NMMS Director.
- B. Provide trainings, institutes, workshops, and conferences to support the community revitalization work of organizations and local government partners, and the professional development of local MainStreet Executive Directors and Board Members, including Executive Director State-Certification.
- C. Conduct a MainStreet Program Annual Review & Accreditation Process for the local MainStreet organization, a comprehensive assessment of the program's accomplishments under the Main Street Approach™ with recommendations required of the organization as a State-Designated Revitalization Partner.
- D. Seek, manage, and coordinate public resources (capital outlay, public infrastructure, or other state/federal funds) and partnership grants for the implementation of local revitalization projects.
- E. Supply Main Street America network membership dues and discounted registration fees for training, institutes, workshops, and conferences, as funding is available.

V. SUBLICENSES

Designated Main Street America Affiliate and Accredited Programs must sign an annual sublicensing agreement established by Main Street America and implemented through the NMMS State Coordinating Program. The sublicensing agreements establish guidelines for participation and use of Main Street America Logos and Branding.

VI. MAIN STREET AMERICA ACCREDITATION

Designated New Mexico MainStreet organizations can apply for Main Street America Accreditation on an annual basis during the MainStreet Program Annual Review. Local organizations participating in the Accreditation Process must show successful implementation of their associated Four-Point projects toward the realization of their Economic Transformation Strategies, tracking and submitting their performance measures via Quarterly Reports, submitting all required documents and information on the online Main Street America Accreditation Platform, and meeting the Standards of Performance established by MSA (Attachment 1, Section IV, C).

VII. NONCOMPLIANCE

An organization that is unable to meet its programs requirements, particularly meeting minimum budget and staffing, and does not maintain its agreements with local government, or does not follow the *Main Street Approach*™ may lose its MainStreet designation and access to NMMS services and resources will be suspended. The Economic Development Department may also notify programs of termination of the MOU at the New Mexico MainStreet Director's recommendation. Upon cancellation of the MOU, NMMS will no longer provide services to the organization and local government partner, and they will be ineligible to apply for NMMS funding opportunities. The organization may be further prohibited from using the Main Street America name, a trademark of the National Main Street Center, Inc. Inactive programs must reapply to NMMS for designation through the Project-Based Initiatives and NMMS Accelerator Process.

VIII. AGREEMENT

The parties hereunder do mutually agree that they have read and fully understand the obligations and responsibilities in operating as a partner with the New Mexico Economic Development Department's New Mexico MainStreet program as a MainStreet and/or Arts & Cultural District as stated herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU. The parties further agree to abide by the terms of this MOU, implementing it to the best of their ability, with the assistance of services and resources (when available) provided through the New Mexico MainStreet program, and in accordance with the *Main Street Approach*™ as defined by Main Street America/National Main Street Center.

The local MainStreet organization and/or Arts & Cultural District (if applicable), local government partner and New Mexico MainStreet program hereby mutually agree to support the revitalization of the designated MainStreet and/or Arts & Cultural District under the specifications listed herein and in Attachment 1 (*New Mexico MainStreet Program Guidelines*) accompanying this MOU.

We do hereby sign:

On behalf of the New Mexico MainStreet Program, a program of the New Mexico Economic Development Department:



4/19/2024

Director, New Mexico MainStreet Program

Date

On behalf of the Local MainStreet and Arts & Cultural District Organization:

F Tasha Martinez

10/15/24

President of the MainStreet de Las Vegas Arts & Cultural District

Date

ACD Coordinating Council/Committee/Taskforce Chair/Representative (if applicable) Date

On behalf of the Local Government Partner:

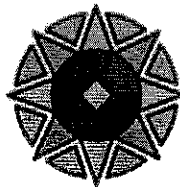


01/15/2025

Mayor/Manager/Representative of the City of Las Vegas

Date

Please enclose the annual resolution of the City Council, County Commission or Tribal Council identifying financial support for the MainStreet organization. Also attach any other working agreements or contracts between the City of Las Vegas and the MainStreet de Las Vegas Arts & Cultural District.



NEW MEXICO MAINSTREET™

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Attachment 1: New Mexico MainStreet Program Guidelines

for July 1, 2024 through June 30, 2026

I. Background

Mission: The New Mexico MainStreet Program fosters economic development in the state by supporting local MainStreet/Arts & Cultural District revitalization organizations and their local government partner in their economic work in downtowns and adjacent neighborhoods. The Program provides resources, education, training, and services for asset-based economic growth that builds local knowledge and skills based on the Main Street Approach™, which preserves and enhances the built environment, supports district businesses and entrepreneur development, and conserves and interprets local culture and heritage resulting in increased economic vitality of each participating local MainStreet district.

New Mexico MainStreet is a designated "Main Street America" State Coordinating Program. Main Street America is a program of the nonprofit National Main Street Center, Inc., a subsidiary of the National Trust for Historic Preservation. The New Mexico Economic Development Department is licensed and accredited annually to administer the MSA/NMSC's **Main Street Approach™** to downtown revitalization. It does so through the development of "Economic Transformation Strategies" that are implemented through comprehensive work in four broad areas known as the **Four Points: Economic Vitality, Design, Promotion, and Organization.**

NMMS is delegated by state statute (Main Street Act, NMSA 1978, 3-60B-1 to 3-60B-4 and the Arts and Cultural District Act, NMSA 1978 15-5A-1 to 15-5A-7 NMSA 1978), and through NMEDD, to assist communities in building capacity in community economic development that creates jobs, supports commercial property owners, mitigates leakage of economic resources, grows businesses, encourages and supports entrepreneurship, benefits the local economy, and raises the quality of life for its residents. The NMMS program was launched in 1984 and accepted its first designated organizations in 1985. NMMS is responsible for coordinating and orchestrating resources, services, and professional technical assistance to its organizations via several programs and initiatives. For more information, visit the NMMS website: www.nmmainstreet.org.

II. New Mexico MainStreet and Main Street America Designations

Local New Mexico MainStreet programs are established as public-private, community economic development partnership programs dedicated to revitalization and economic growth of traditional and/or historic commercial centers. Local programs are tiered, based on local capacity and organizational development, and receive resources, technical assistance, and support from NMMS concurrent with their program designation or authorization.

- A. **New Mexico MainStreet Project-Based Initiatives:** When resources are available to add new MainStreet projects or programs, local communities can enter the NMMS Program by participating in one of NMMS's *Project-Based Initiatives* and follow-up participation/acceptance into the *NMMS Accelerator*. Applications

can be submitted on a rolling basis; however, interested communities should contact NMMS Leadership to discuss potential projects, receive preliminary approval, and then apply to receive support when NMMS has the available resources to support the proposed project.

- 1) **Frontier and Rural Communities Initiative (FRCI):** The MainStreet Act was amended in 2013 by the State Legislature to establish the Frontier Communities Initiative administered by NMMS to provide project-based community economic development support for rural communities. The FRCI supports communities under 50,000 in population. The 12 to 18-month affiliation with NMMS through the Initiative focuses on one economic development project within a traditional or historic village or town center. The FCI is not open to communities that already have a MainStreet or Arts & Cultural District Program. The program focuses not only on the proposed project, but it also seeks to renew and build leadership in community economic development. It requires a group of stakeholders working in partnership with a local governing body, however, it does not require a non-profit board and paid staff as is required of designated MainStreet Programs.
- 2) **Native American Communities Initiative (NACI):** Building off the success of the Frontier/Rural Communities Initiative, the NACI was created in 2019 to provide specific project-based community economic development support to New Mexico's indigenous communities where the preservation of tribal culture and political sovereignty create different challenges and opportunities than working in rural economic development in general. The 12 to 24-month affiliation with NMMS through the Initiative focuses on one economic development project within a pueblo, reservation, or village or town center. The NACI is not open to communities that already have a MainStreet or Arts & Cultural District Program. Like the FRCI, NACI focuses not only on the proposed project, but it also seeks to renew and build leadership in community economic development. It requires a group of stakeholders working in partnership with a tribal governing body, however, it does not require a non-profit board and paid staff as is required of designated MainStreet Programs.
- 3) **Urban Neighborhood Commercial Corridors Initiative (UNCCI):** The UNCC Initiative is a new pilot program of the New Mexico Economic Development Department's MainStreet program aimed at providing project-based community economic development support to urban neighborhood commercial corridors located in cities with more than 50,000 in population that may currently not have the capacity or resources to start or operate a full-fledged MainStreet Program. Like the FNAC and NACI Initiatives, the UNCC requires a group of stakeholders working in partnership with a local governing body, however, it does not require a non-profit board and paid staff as is required of designated MainStreet programs. Selected communities receive NMMS professional services and technical assistance to implement and complete a community economic development project within 12 to 18 months.

- B. New Mexico MainStreet Accelerator:** In 2023, New Mexico MainStreet developed a new pathway for local communities to achieve Main Street designation. Organizations and/or communities interested in becoming a Main Street program must first apply to participate in a NMMS project-based initiative – either a Frontier and Rural Communities Initiative, Native American Communities Initiative, or an Urban Neighborhood Commercial Corridor Communities Initiative. Upon successful completion of a project-based initiative, applicants interested in moving toward MainStreet designation will be invited to submit an application for a second project and development of a Revitalization Action Plan that will include both local priorities and benchmarks established by NMMS to guide the applicants progress toward Main Street designation. Revitalization Action Plans should include actions and projects within each of the four points of the Main Street Approach (Organization, Economic Vitality, Promotion, Design), including actions specific to resource development, such as fundraising/ grantwriting, volunteer recruitment, and securing a MOU/service contract with the local municipality.

Upon successful completion of a second project and the development of a Revitalization Action Plan during their participation in a NMMS Project-Based Initiative, the applicant will be eligible to apply for NMMS Accelerator program designation. As a NMMS Accelerator program, the designee will also receive designation as a Main Street America Affiliate program and will embark on achieving the benchmarks established by NMMS and other requirements contained within this document to move them to the next

level. Over a 12-to-18-month timeframe, NMMS will provide guidance and technical assistance throughout the Accelerator to ensure the designee maintains designation as a Main Street America Affiliate when they complete the process. Local communities participating in the Accelerator must demonstrate progress in the implementation of their action plan and secure a commitment from their local government partner to help achieve their economic development goals and pass a resolution of support to provide minimum required funding through a service contract when they complete the process. Upon successful completion of the Accelerator process the organization will begin participating in the Annual MainStreet Program Review & Main Street America Accreditation Process where they will be eligible to receive MSA Accredited status based on their prior 12-month performance and meeting the baseline requirements and six standards of performance established by MSA.

C. Designation as Main Street America Affiliate™ or Accredited™ Program: NMMS, as a licensed and accredited State Coordinating Program, annually awards local Mainstreet programs with a Main Street America Affiliate™ or Main Street America Accredited™ designation based on progress in the prior 12 months toward meeting Main Street America's Performance Requirements and Operating Standards (outlined in Section IV, C of this document).

- 1) **Main Street America Affiliate™** status is for revitalization programs or organizations that have demonstrated a commitment to the comprehensive Main Street Approach™ to District revitalization, have completed the NMMS Accelerator benchmarks, and are building organizational capacity using economic transformation strategies that engage the four points to develop their goals and annual implementation plans. Affiliate Programs are building or re-establishing their operational capacity and their programmatic engagement with demonstrable economic performance toward completing their ETS goals and working to attain Main Street America Accredited designation.
- 2) **Main Street America Accredited™** status is for programs or organizations that demonstrate success in planning, implementing, and measuring successful Economic Transformation Strategies utilizing the Main Street Approach™. Accredited programs have fully engaged Boards, committees or task groups working in all Four Points and a paid Executive Director commensurate with the requirements listed in Table 1 & Table 2 (*Budget and Staffing*) based on the size of the community. Accredited programs establish, monitor, and report rigorous outcome performance measurements and document achievement under all Standards of Performance established by Main Street America.
- 3) **Sublicensing Agreements for Main Street America Affiliate and Accredited programs:**
 - i. New Mexico MainStreet organizations designated as a Main Street America Affiliate or Accredited program must sign an annual sublicensing agreement established by Main Street America and implemented through the NMMS Coordinating Program.
 - ii. The sub-licensing agreements establish guidelines for participation and requisite use of Main Street America Logos and Branding.

D. New Mexico Arts & Cultural Districts Program and Designation: The NM Arts & Cultural Districts Program (ACD), was established by the legislature in 2007 and statutorily attached to New Mexico MainStreet, to assist communities in developing their cultural and creative economy resources to create dynamic and economically vibrant districts. The ACD Program is a joint effort of three state agencies, New Mexico MainStreet, New Mexico Arts Division, and Historic Preservation Division (HPD). The NMMS Director, by statute, serves as the State Coordinator overseeing the ACD program. The New Mexico Arts Commission authorizes new districts, compounds, and institutions based on recommendations from the ACD State Coordinator, and HPD administers the NM State Income Tax Credit for Preservation of Cultural Properties that provides a doubling of the available tax credit when a listed property is located within the boundaries of a State-Authorized ACD.

- 1) **Arts & Cultural District Start-Up Designation:** When state resources allow, municipalities, citizens, designated NMMS programs, or other nonprofit organizations can apply or petition to participate in NMMS's *Creative Economy Jump Start* as the first step toward the *Arts & Cultural District Start-Up Designation*.
 - i. *Creative Economy Jump Start:* The purpose of the *Creative Economy Jump Start* is to work with local Main Street Organizations and non-NMMS communities interested in becoming a NMMS Program to access capacity and identify opportunities with respect to Creative and Cultural Economy work and their potential for designation as a New Mexico State Authorized Arts & Cultural District.
 1. Designated NMMS programs can request to participate in the *Creative Economy Jump Start* by submitting a NMMS Service Request and justification memo outlining the communities creative and cultural assets and potential for designation as a New Mexico State Authorized Arts & Cultural District.
 2. Non-NMMS communities/organizations can apply to participate in the *Creative Economy Jump Start* by applying to NMMS' FRCI, NACI, or UNCCI Project-Based Initiatives.
 - ii. **Start-Up Arts & Cultural District Designation:**
 1. NMMS Organizations that have successfully completed the initial phases of the *Creative Economy Jump Start* and have effectively documented their potential for State Authorized ACD designation can petition NMMS to enter the ACD Start-Up phase to develop strategies to grow their arts, cultural, and creative economy assets.
 2. When resources are available to add new MS programs, non-NMMS communities that have completed the *Creative Economy Jump Start* through their participation in one of the NMMS's Project-Based Initiatives and are interested in becoming a NMMS Program with an ACD Designation can apply for participation in a joint/hybrid NMMS Accelerator/ACD Start-Up Process.
 3. ACD Start-Up's must complete the ACD Start-Up Performance Benchmarks that includes organizational, financial, planning, and image development modules that build local capacity, develops local arts and cultural assets, and help develop a cohesive and well-recognized Arts & Cultural district with a high concentration of cultural facilities and programs that serve as the main anchors of economic and destination development. A comprehensive outline of the Start-Up process and list of benchmarks is available for download at www.nmmainstreet.org/resource.
- 2) **State-Authorized Arts & Cultural District Designation:** MainStreet Programs that have completed the ACD Start-Up benchmarks, established arts and cultural assets and programing, have a developed, cohesive, easily recognizable District, and have an adopted Cultural Economic Development Plan can petition the NMMS Director/ACD Coordinator and NM Arts Commission for designation as a State-Authorized Arts & Cultural District. State Authorization:
 - i. Enables the doubling of the state's historic tax credits (up to \$50,000) for rehabilitation of eligible historic commercial properties listed on the State Register of cultural properties within the district's boundary.
 - ii. Enables local MS/ACD program to apply for NMMS Capital Outlay Public Infrastructure projects identified in the adopted Cultural Economic Development Plan.
 - iii. Enables access to NMMS technical assistance to implement arts, cultural, and creative economy projects in the district.
 - iv. Ensures the local ACD district will be included in Statewide branding and marketing of the Districts as an arts and cultural destination.

- v. Through municipal adoption of the Local Economic Development Act (LEDA), qualifying entities under the "cultural facilities" definition can apply for local and state LEDA funds for public/private economic development projects prioritized in the ACD Cultural Economic Development Plan, Master Plan, and/or MRA Plan.
- 3) Start-Up and State-Authorized Arts & Cultural District (ACD) designations are attached to a local MainStreet organization designated by New Mexico MainStreet as an Accredited or Affiliate Main Street America program. These Arts & Cultural Districts are administered by an ACD Coordinating Council that is responsible for developing and implementing Creative Economy projects and activities in the Arts & Cultural District. The ACD Coordinating Council operates under the local MainStreet organizations structure as a Standing Committee or Taskforce and are subject to the policies and procedures of the host organization.

E. MainStreet programs with Start-Up or State-Authorized Arts & Cultural District (ACD): In addition to NMMS and National Main Street Operations and Performance Standards (see Section IV. Performance Requirements and Operating Standards), programs with a Start-Up or State-Authorized ACD designation must also meet the following guidelines:

- 1) The organization shall meet all the statutory obligations of the Arts & Cultural District Act (2007).
- 2) The organization shall meet all policy requirements established by the State ACD Council:
 - i. Quarterly/Semi-Annual Reporting
 - ii. Creative economy benchmarks and performance measures
- 3) The organization shall have or will work with their local government partner to complete an ACD Cultural Economic Development Plan adopted by the local governing body.
- 4) MainStreet programs having chosen and received Start-Up or State Authorized ACD designation shall add or dedicate at least one of their ETS's to ACD/creative economy work.
 - i. The ACD Cultural Economic Development Plan will help guide the development of ACD ETS to grow the District's Cultural Economy.
 - ii. Goals of the ETS shall be integrated into the annual work plan and budget of the MainStreet organization.
- 5) Establish and maintain a standing ACD Coordinating Council (Committee or Taskforce) dedicated to implementing ACD/creative economy work:
 - i. The ACD Coordinating Council should include artists, artist organizations, and cultural and creative entrepreneurs.
 - ii. The MainStreet Board is responsible for ensuring adequate staffing, resourcing or support to the ACD Coordinating Council.
 - iii. With the support of staff, the ACD Coordinating Council shall prioritize and implement projects in the Board-adopted ETS's, and in line with the Cultural Economic Development Plan adopted by local government.
 - iv. The Coordinating Council shall contribute to and participate in the annual performance or accreditation reviews conducted by NMMS.
 - v. Please see *"Policy Establishing Guidelines for the ACD Coordinating Council in State-Authorized Arts & Cultural Districts"* for more detailed information.
- 6) ACD staff (and, when possible, ACD Coordinating Council members) shall participate in in NMMS trainings, conferences, and institutes.

III. Economic Transformation Strategies and Community Revitalization

The local MainStreet organization is required to establish and implement three (3) NMMS-approved Economic Transformation Strategies (ETS) for the district based on a market analysis and adopted economic development plans. The local MainStreet organization is expected to engage NMMS, their local government partner, and district stakeholders in the process of developing and adopting their ETS. Of the three ETS, one should be dedicated to organizational capacity building ("Capacity Building Strategy") and is not directly related to specific economic development goals. An annual work plan is developed based on the three (3) ETS. All work in the Main Street Approach™ and Four-Points (Organization, Design, Promotion, and Economic Vitality), should directly support outcomes established under the ETS strategies. Work teams, task forces or committees are established to implement projects that advance each strategy.

The focus of the MainStreet Program Annual Review & Accreditation Process for each local organization will be based on the positive outcomes of the Board and staff in meeting performance metrics in the annual work plan related to each ETS strategy and the engagement of each of the Four Points by the organization in meeting each strategy.

ETS strategies should be concrete, specifically defined, and achievable with the existing resources of the local organization. Local resources include volunteers established as committees/taskforces/work teams, funding, and adopted revitalization and redevelopment tools necessary for successful completion of each of the annual strategies. Requests for NMMS services, resources and support are available to help achieve these annual economic development strategies.

A. Annual strategies are expected to be informed/guided by:

1) For Main Street America Affiliate or Accredited programs, or State Authorized Arts & Cultural Districts:

- i. Input from district stakeholders and local government partners, and District Master Plans, Metropolitan Redevelopment Area Plans, District Cultural Economic Development Plans, and/or Comprehensive Economic Plans adopted by the local government partner.

2) For communities engaged in the New Mexico MainStreet Accelerator or Arts & Cultural District Start-Up:

- i. Input from district stakeholders and local government partners, NMMS Accelerator benchmarks, and related Action Plan or Creative Economy Jump Start Plan
- ii. Other Accelerator or Start-Up benchmarks established by NMMS

- B. Based on designation of the local **MainStreet and/or Arts & Cultural District** organization as a Main Street America Affiliate™, Main Street America Accredited™ program, NMMS will provide professional assistance and support through the Main Street Four-Point Approach® tied to ETS's and annual work plans via a service request form submitted to NMMS. NMMS will work with the local governing body and the local organization to identify and apply for funding for planning and infrastructure/capital investments within the district identified as priority projects in adopted plans. Priority is given to those MainStreet projects on the Infrastructure Capital Improvement Plans; additional bonus points on competitive applications may also be considered.

IV. Performance Requirements and Operating Standards

A. Requirements for Local MainStreet Organizations

Maintaining a Main Street America Affiliate or Accredited Program enables access to additional specialized technical support, incentive programs, and resources, and serves as a pre-requisite to apply for MainStreet Public Infrastructure funds and operations/project funding through NMMS Partners (MFA, NMFA, FundIt, and other federal, state and foundation grantors partnering with NMMS). Maintaining a Main Street America Accredited program also ensures access to scholarships and grants from the New Mexico Resiliency Alliance (NMRA) and it's funding partners.

New Mexico MainStreet maintains a digital dashboard (www.nmmainstreet.org/dashboard/login.php) to track annual compliance filings and monitor progress toward State Certification and National Accreditation. Main Street America also has a Main Street Accreditation web-based platform (<https://mainstreetreporting.org/login>). Local MainStreet organizations are responsible for uploading compliance and other required filings on both platforms on an annual basis.

A local MainStreet organization designated by NMMS of the NMEDD must meet or exceed the following requirements to maintain its designation:

- 1) **MOU:** The organization has a fully executed Memorandum of Understanding with the Economic Development Department and Local Government Partner.
- 2) **Scope of Services Contract/MOU/LOA with Local Government Partner:** It is required that the local MainStreet organization have a separate annual contract for services with the local government partner to do community economic development work within the designated district, outlining expectations of the local government partner, and clearly defined deliverables for its financial support of the local MainStreet organization. The organization must provide NMMS with a copy of the executed agreement annually.
- 3) **Resolution of Support and Funding by the Local Government Partner** (City Council, County or Tribal Commission). Each MainStreet and/or Arts & Cultural District program must have in place a biennial MOU with NMEDD's NMMS program and the local governing body, along with an annual/biennial resolution adopted by the local government partner for the term of the MOU stating its support and funding commitment to the local MainStreet organization. If the resolution is for only the first year of this MOU, then a new resolution by the governing body will need to be approved and delivered to NMMS prior to services from NMMS continuing into the second year of the two-year MOU cycle. Failure to adopt such resolution of financial support, or to provide the operational resources to sustain the Public-Private Partnership, may result in the suspension of the services provided by NMMS. The annual funding commitment required of the local government partner is described in Table 1 for FY25 and Table 2 for FY26 below.
- 4) The MainStreet organization is also required to engage in fundraising and resource development activities needed to meet the minimum operational budget requirements for a Main Street America Program (Table 1).

Table 1: FY2025 (July 2024 – June 2025) budget and staffing requirements for New Mexico MainStreet/Main Street America organizations.

	<i>Rural Community</i>	<i>Small Community</i>	<i>Mid-Size Community or Commercial Neighborhood</i>	<i>Large Community or Urban Program</i>
Population	< 5,000	5,001 - 15,000	15,001 - 50,000	> 50,000
Min. Operating Budget for Main Street America Affiliate program	\$25,000	\$45,000	\$60,000	\$100,000+
Min. Operating Budget for Main Street America Accredited Program	\$40,000	\$60,000		\$100,000+
Required Contribution to local MainStreet program by Local Gov't Partner	\$20,000	\$35,000	\$40,000	\$60,000
Executive Director Staffing Requirement, MainStreet America Affiliate (hrs/wk)	20	30		
Executive Director Staffing Requirement, Main Street	20	40		

America Accredited program (hrs/wk)		
NMMS Accelerator and ACD Start-Up process Designate	\$20,000 from local government; no staffing requirement	

*Note: operating at minimum budget/staffing benchmarks is usually not adequate to advance Four Point projects.

Table 2: FY2026 (July 2025 – June 2026) budget and staffing requirements for New Mexico MainStreet/Main Street America organizations.

	<i>Rural Community</i>	<i>Small Community</i>	<i>Mid-Size Community or Commercial Neighborhood</i>	<i>Large Community or Urban Program</i>
Population	< 5,000	5,001 - 15,000	15,001 - 50,000	> 50,000
Min. Operating Budget for Main Street America Affiliate program	\$25,000	\$45,000	\$60,000	\$100,000+
Min. Operating Budget for Main Street America Accredited Program	\$40,000	\$60,000		\$100,000+
Required Contribution to local MainStreet program by Local Gov't Partner	\$26,000	\$46,000	\$52,000	\$79,000
Executive Director Staffing Requirement, MainStreet America Affiliate (hrs/wk)	20	30		
Executive Director Staffing Requirement, Main Street America Accredited program (hrs/wk)	20	40		
NMMS Accelerator and ACD Start-Up process Designate	\$20,000 from local government; no staffing requirement			

B. Participation Requirements for Local MainStreet/ACD Organizations

The MainStreet/Arts & Cultural District Executive Director and/or appropriate staff should attend NMMS Conferences and Institute training as established by the State Coordinating Program to build their skills and knowledge.

1) Requirements for Executive Directors:

- i. The Executive Director must attend the annual NMMS Conference and NMMS Institute.
- ii. The Executive Director must complete the *NMMS Executive Director Boot Camp and Certification Program* where they will receive one-time training in MainStreet Fundamentals.
 - Executive Directors wishing to substitute equivalent training courses, or to receive a waiver for previously-attended trainings, must obtain prior written approval from NMMS and proper documentation must be provided when courses are completed.

- iii. An Executive Director must attend a Main Street America's national "Main Street Now" conference within the first two years of employment and at least once every four years to keep up-to-date on the accomplishments and innovations of other MainStreet leaders nationally.
 - The organization, through reimbursement or other schedule of payment, assumes the costs of the Executive Director's participation in all required trainings.

2) Board President/Board Members:

- i. The local organization Board President is expected to attend one of the following each year: NMMS Conference, NMMS Institute, or national Main Street Now Conference.
- ii. The Board President and other Board members shall attend any required Board member trainings established by NMMS.

C. Main Street America Standards of Performance

- 1) *Main Street America Accreditation:* Consideration for Accreditation by the Main Street America applies only to those local MainStreet organizations implementing their Economic Transformation Strategies, tracking and fulfilling performance measures, and meeting the MSA/NMSC Standards of Performance, listed below. A comprehensive listing of the indicators and scoring process is available for download at www.nmmainstreet.org/resource.
 1. Broad-based Community Commitment
 2. Inclusive Leadership & Organizational Capacity
 3. Diverse and Sustainable Funding
 4. Strategy-Driven Programming
 5. Preservation-Based Economic Development
 6. Demonstrated Impact & Result

V. Resources Provided by New Mexico MainStreet:

NMMS is funded through the New Mexico State Legislature and provides a variety of resources to designated communities including access to professional technical assistance, economic growth and revitalization supports, networking, and education as described in the following pages:

A. Technical Assistance Services

Through its staff or contractors, NMMS will provide technical assistance (at no cost to local program/community) in a variety of subject areas relevant to the Main Street Approach™ to downtown revitalization, an organization's "Economic Transformation Strategies, and their work in the Four Points: Economic Vitality, Design, Promotion, and Organization. Each local organization may request on-site, email, and/or telephone consultation(s) from NMMS. Access to Technical Assistance is initiated through submission of a Service Request Form to the NMMS Director/ACD Coordinator. Upon receiving the service request, the NMMS Director/ACD Coordinator will assign the appropriate Revitalization Specialist(s) to coordinate, design, and delivery of services, on-site visits and/or other communications. Service request forms, along with descriptions of available services are available online at: nmmainstreet.org/resource/programs/.

Technical Assistance services include, but are not limited to:

- Organization: Organizational development consultants provide facilitation in strategic planning, visioning and mission statements, work plan development, resource development, leadership and volunteer

development, succession planning, nonprofit management, committee training, staff training, and continuous quality improvement of the program.

- **Marketing and Promotion:** Promotion, Marketing and Graphic Design specialists offer assistance with image development and branding, marketing strategies, logo design, promotional and collateral materials development, event planning, visual merchandising, media relationships, online/social media, publicity and advertising.
- **Economic Vitality:** Economists, business, and property development specialists provide technical assistance and training in market analysis, business strengthening and recruitment, real estate development, economic development incentives, revitalization financing tools, placemaking, and program progress and impacts monitoring.
- **Architectural and Design Services:** Architects and Planners provide conceptual design services for façade improvements, floor plans, parking, landscape, signage and interior improvements.
 - a. **Design Intensives:** Specialized, local volunteer-driven, on-site design intensives are offered by the NMMS Design Team through application (when available) to the MainStreet Placemaking, and MainStreet Façade Squad, and other architectural restoration.
- **Planning and Historic Preservation:** Planners and design professionals provide assistance in placemaking, historic preservation, community-based planning processes, streetscape design, vehicular and pedestrian circulation enhancements, parks, way-finding design, district master planning, metropolitan redevelopment plans, urban planning, and zoning.
- **Arts & Cultural/Creative Economy Resources Development:** Cultural Resource consultants, in partnership with staff and consultants from New Mexico Arts, offer technical assistance and services related to protection, development and promotion of arts and cultural resources, cultural facilities and historic properties to enhance the local creative economy supporting cultural entrepreneurs, creative enterprises and industries.

B. Other Resources

New Mexico MainStreet provides a variety of resources and partnerships to assist local communities and organizations with the revitalization of their traditional or historic commercial district. These include:

- **Trainings, Workshops, Conferences, and Institutes:** Annually, NMMS identifies opportunities for intermediate and advanced-level trainings in specific areas of the Main Street Four-Point Approach® to strengthen and build skills for organizational and municipal leaders and partnering organizations.
 - *Annual NMMS Conference and NMMS Institute*
 - Managing the MainStreet/ACD Nonprofit Corporation training
 - Multi-part series on Grant Writing and Nonprofit Fundraising for local MainStreet leaders
 - *Online trainings:* NMMS provides webinars, videos or other online training opportunities to build capacity of staff, community leaders and organization volunteers in support of the district economic growth and revitalization.
- **NMMS Executive Director Boot Camp and Certification Program:** Executive Directors who successfully complete the Boot Camp and other required trainings shall automatically qualify as a State-Certified Executive Director.
- **Marketing:** NMMS and NMEDD provide statewide marketing opportunities for local MainStreet organizations/districts, initiatives and activities through its websites (www.goNM.biz, www.nmmainstreet.org, www.offtheroadnm.org), social media platforms, e-newsletters, and *Choose MainStreet* marketing campaign.

- *Information and Networking:* Through regular email, list serves, mailings, websites and meetings, NMMS provides timely notice on grant and partnership opportunities, guidance on innovative revitalization tools and techniques, and helps with addressing the multiple challenges that arise during the day-to-day course of each local organization's MainStreet efforts.
- *MainStreet Program Annual Review & Accreditation Process Accreditation Process:* Accreditation by the Main Street America recognizes achievement under the Standards of Performance established by the Main Street America/National Main Street Center, Inc. NMMS conducts an annual accreditation review – a comprehensive assessment of the program's accomplishments under the Main Street Approach® for the previous calendar year. Participation in the Accreditation review is required and the NMMS Director prepares recommendations for Main Street America based on the performance of the previous 12 months. Main Street America Accreditation is also contingent upon meeting all compliance requirements listed in preceding sections.
- *Main Street America/National Main Street Network Membership:* The state program pays each local organization's annual network membership fee to the MSA. Membership benefits include the monthly *Main Street News*, discounted conference and workshop registration fees, access to members-only informational resources on the NMSC website, and member rates on publications.
 - Main Street America Conference – Main Street Now: Annually, NMMS provides discounted basic registration for Main Street America Affiliate and Accredited programs to help each Executive Director attend the Main Street Now conference. Local organizations meeting all annual performance standards for Main Street America Accredited programs are also provided one (1) additional discounted basic registration to the NMSC conference for a member of the Board of Directors when funding is available.
- *MainStreet Public Infrastructure Funding:* MainStreet America Affiliate, MainStreet America Accredited, and State Authorized Arts & Cultural District programs are eligible to apply for NMMS Capital Outlay Public Infrastructure funding for priority pedestrian safety upgrades and infrastructure improvements within designated MainStreet Districts
 - NMEDD works with the State Legislature and Governor to appropriate Public Infrastructure funds, which are then awarded on a competitive basis with particular emphasis on construction-ready projects and organizational commitment to leverage such funds for direct economic growth and private sector reinvestment.
- *MainStreet Partnership Grants and Resources:* NMMS works closely with several other state agencies including the Tourism Department, Historic Preservation Division, New Mexico Arts Division, and the Department of Transportation as well as other statewide partnering organizations that share a common vision including the New Mexico Coalition of MainStreet Communities (NMCMS) and the New Mexico Resiliency Alliance (NMRA).
 - The State Coordinating Program also works with statewide nonprofit and corporate funding partner organizations that provide funding opportunities to local MainStreet/ACD programs to access and coordinate resources for district economic development and revitalization projects.

CITY OF LAS VEGAS, NEW MEXICO
Resolution No. 25-01

**A RESOLUTION TO ENTER INTO BIENNIAL MOU WITH NEW MEXICO
MAINSTREET AND BIENNIAL SERVICE AGREEMENT**

WHEREAS, the City of Las Vegas ("City") and New Mexico Mainstreet ("Mainstreet") desire to enter into the Biennial Memorandum of Understanding for July 1, 2024 to June 30, 2026 ("MOU"); and

WHEREAS, one of the requirements of the MOU is the City's approving and adopting of a resolution of financial support in an amount not less than \$35,000.00 in the form of a service contract between the City and Mainstreet whereby Mainstreet shall perform certain services related to the City's economic development and revitalization of the City's downtown MainStreet district.

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 agrees to enter into the MOU with Mainstreet.

PASSED, APPROVED, AND ADOPTED this 15th day of January, 2025.



David Romero, Mayor

ATTEST: 

Cassandra Fresquez, City Clerk



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

Meeting Date: 7/9/25

Date Submitted: 6/27/25

Department: Public Works

Item/Topic: Request approval of resolution 25-24 to apply for the FY 25/26 Community Development Block Grant Program (CDBG) and authorize the Mayor and/or the City Manager to act as the City's Chief Executive Officer and represent all matters pertaining to the City of Las Vegas's participation in the CDBG Program.

Fiscal Impact: None

Attachments: Resolution 25-24

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

RESOLUTION NO. 25-24

Exhibit H

A RESOLUTION OF THE COUNCIL OF CITY OF LAS VEGAS, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE MAYOR AND/OR CITY MANAGER TO ACT AS THE CITY OF LAS VEGAS'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY OF LAS VEGAS'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the need exists within City of Las Vegas for neighborhood improvement projects in several low and moderate income neighborhoods, and the City of Las Vegas desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood improvement projects; and

WHEREAS, the Council has held 5 public hearings for public input and comment on June 2, June 3rd and July 8th during the application process; and

WHEREAS, the Council finds that there is a significant need to undertake the Hot Springs Street and Drainage Improvements to provide adequate services to the community; and

WHEREAS, the Council determines that the Hot Springs Street and Drainage Improvements project meets the requirements of the Community Development Block Grant Program.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, that

1. The City of Las Vegas is hereby authorized to prepare and submit a Community Development Block Grant application to the New Mexico Department of Finance and Administration for the Hot Springs Street and Drainage Improvements Project;
2. That the Council directs and designates the Mayor and/or City Manager as the City of Las Vegas's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City of Las Vegas's participation in the New Mexico Community Development Block Grant Program.
3. The City of Las Vegas officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.

4. City of Las Vegas is requesting \$ TBD and the City of Las Vegas will contribute a match of \$ 0.00 for the Hot Springs Street and Drainage Improvements.

Exhibit H

PASSED, ADOPTED AND APPROVED this _____ day of _____, 20____.

Signature, Chief Elected Official

City of Las Vegas
Applicant Entity

Name (Typed or Printed)

Title

Date



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

Meeting Date: July 9, 2025

Date Submitted: 6/24/25

Department: Public Works

Item/Topic: Award RFB 2025-26 Great Blocks-phase II to GM Emulsions, LLC in the amount of \$996,049.85 bid lot 1 and bid lot 2 \$1,148,297.51 if funding is available to include NMGR. Total project amount being \$2,144,347.37.

Advertised May 22, 2025 (Albuquerque Journal, Optic and City's Website)

Opening date June 12, 2025

Number of bidders: 2

GM Emulsions

\$996,049.85 Bid lot 1

\$1,148,297.51 Bid lot 2

Pacheco Construction & Trucking

\$1,069,581.96 Bid lot 1

\$1,090,136.70 Bid lot2

Fiscal Impact: Securing funding to award both bid lots.

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 _____



June 17, 2025

Mr. Robert Anaya
City of Las Vegas
1700 North Grand Avenue
Las Vegas, New Mexico 87701

**RE: Great Blocks – Phase II Capital Appropriation Project
Bid Tabulation & Recommendation of Award**

Dear Mr. Anaya:

We have tabulated the bids received at the bid opening conducted on June 12, 2025, at 2:00 PM for the above-referenced project. The attached bid tabulation indicates that the lowest apparent bidder is GM Emulsion, LLC.

We have consulted the website of the New Mexico Regulation & Licensing Department, Construction Industries Division, and verified that GM Emulsion, LLC has an active New Mexico Contractors License Number 370602 which does not expire until June 30, 2026. They currently hold GA01, GS08, GF01, GF02, GF03, GF04, GF05, GF07, GF08, GF09, GA98, and GB98 license classifications. Based on our review of the description of each license classification, it appears that GM Emulsion, LLC has the proper licensure to accomplish the scope of work outlined for this contract. We have also verified that GM Emulsion, LLC has a current and active Public Works Minimum Wage Rate Act Registration Number of #002461320120530 as per the NM Department of Labor Website. Their bonding company, Western Surety Company, has an active license to conduct business within New Mexico.

Based on their lowest responsive bid and the information verified above, we recommend that Bid #1 be awarded to GM Emulsion, LLC in the amount of \$ \$996,049.85, inclusive of NMGRT. If the City has sufficient funding, we recommend that both bid lots be awarded to GM Emulsions in the total amount of \$2,144,347.37.

If you have any questions or need any additional information, please feel free to contact our office.

Sincerely,

MILLER ENGINEERING CONSULTANTS, INC.

Verlyn A. Miller, P.E.
President

VAM:vam

Enclosures: Bid Tabulation & Supporting Data

Xc: Mr. Arnold Lopez, Public Works Director
Mr. Danny Gurule, Public Works Manager

BID TABULATION
Great Blocks – Phase II Capital Appropriation Project
City of Las Vegas, New Mexico
BID OPENING: June 12, 2025 @ 2:00PM

Bid Lot #1					Engineers Estimate		GM Emulsion		Pacheco Construction & Trucking	
SEQ NO.	NMDOT ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	203000	Unclassified Excavation	CY	800	\$ 30.00	\$ 24,000.00	\$ 20.00	\$ 16,000.00	\$ 13.00	\$ 10,400.00
2	207000	Subgrade Preparation - 12" with Geogrid	SY	2,200	\$ 12.00	\$ 26,400.00	\$ 15.00	\$ 33,000.00	\$ 21.00	\$ 46,200.00
3	303160	Base Course - 6"	SY	2,200	\$ 28.00	\$ 61,600.00	\$ 18.00	\$ 39,600.00	\$ 35.00	\$ 77,000.00
4	418000	Minor Paving - 3-1/2"	SY	2,200	\$ 55.00	\$ 121,000.00	\$ 55.00	\$ 121,000.00	\$ 52.00	\$ 114,400.00
5	601000	Removal of Structures and Obstructions	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
6	601110	Removal of Surfacing	SY	2,200	\$ 12.00	\$ 26,400.00	\$ 5.00	\$ 11,000.00	\$ 25.00	\$ 55,000.00
7	603270	SWPPP Plan Preparation	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00
8	603280	SWPPP Management & Maintenance	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
9	606004	Concrete Sidewalks 4"	SY	350	\$ 100.00	\$ 35,000.00	\$ 140.00	\$ 49,000.00	\$ 125.00	\$ 43,750.00
10	606008	Concrete Sidewalks 6"	SY	200	\$ 110.00	\$ 22,000.00	\$ 180.00	\$ 32,000.00	\$ 180.00	\$ 36,000.00
11	606404	Conc. Med Pmnt. 4" (Color and Paint)	SY	120	\$ 188.00	\$ 22,560.00	\$ 140.00	\$ 16,800.00	\$ 225.00	\$ 27,000.00
12	606424	Concrete Vertical Curb & Gutter Type B - 8"x24"	LF	350	\$ 60.00	\$ 21,000.00	\$ 150.00	\$ 52,500.00	\$ 75.00	\$ 26,250.00
13		Concrete Rollover Curb & Gutter Type B - 6"x24"	LF	150	\$ 60.00	\$ 9,000.00	\$ 150.00	\$ 22,500.00	\$ 75.00	\$ 11,250.00
14	618000	Traffic Control Management	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 10,000.00	\$ 10,000.00
15	621000	Mobilization	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 220,000.00	\$ 220,000.00
16		Sidewalk Culvert & Concrete Channel	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00	\$ 9,500.00	\$ 9,500.00
17	663865	Adjust Valve Box to Grade	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
18	663885	Adjust Water Meter to Grade	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
19		Adjust Manhole to Grade	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
20		Utility Relocation Allowance	Allow	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
21		Laboratory Testing Allowance	Allow	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
22		Park Benches & Trash Receptacles	Allow	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
23		Street Lights	EA	7	\$ 35,000.00	\$ 245,000.00	\$ 27,000.00	\$ 189,000.00	\$ 21,000.00	\$ 147,000.00
24	701000	Panel Signs	SF	9	\$ 35.00	\$ 315.00	\$ 125.00	\$ 1,125.00	\$ 150.00	\$ 1,350.00
25	701100	Steel Post and Base Post for Aluminum Panel Signs	LF	10	\$ 25.00	\$ 250.00	\$ 300.00	\$ 3,000.00	\$ 100.00	\$ 1,000.00
26	702810	Traffic Control Devices for Construction	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
27	704000	Retroreflectorized Painted Markings 4"	LF	5,200	\$ 2.00	\$ 10,400.00	\$ 5.00	\$ 26,000.00	\$ 2.00	\$ 10,400.00
28	704004	Retroreflectorized Painted Markings 12"	LF	200	\$ 4.00	\$ 800.00	\$ 15.00	\$ 3,000.00	\$ 4.00	\$ 800.00
29	801000	Construction Staking By the Contractor	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 32,000.00	\$ 32,000.00
SUBTOTAL						\$ 870,386.00		\$ 921,026.00		\$ 989,000.00
NMORT @ 8.1458%						\$ 70,888.19		\$ 75,024.85		\$ 80,561.96
TOTAL						\$ 941,263.19		\$ 996,049.85		\$ 1,069,561.96

Bid Lot #2

SEQ NO.	NMDOT ITEM NO.	DESCRIPTION	UNIT	QTY	Engineers Estimate		GM Emulsion		Pacheco Construction & Trucking	
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	203000	Unclassified Excavation	CY	760	\$ 30.00	\$ 22,800.00	\$ 20.00	\$ 15,200.00	\$ 13.00	\$ 9,880.00
2	207000	Subgrade Preparation - 12" with Geogrid	SY	2,050	\$ 12.00	\$ 24,600.00	\$ 15.00	\$ 30,750.00	\$ 21.00	\$ 43,050.00
3	303180	Base Course - 6"	SY	2,050	\$ 28.00	\$ 57,400.00	\$ 18.00	\$ 36,900.00	\$ 36.00	\$ 73,800.00
4	416000	Minor Paving - 3-1/2"	SY	2,050	\$ 55.00	\$ 112,750.00	\$ 55.00	\$ 112,750.00	\$ 62.00	\$ 127,100.00
5	451060	Concrete Pavement - 6"	SY	180	\$ 100.00	\$ 18,000.00	\$ 240.00	\$ 43,200.00	\$ 175.00	\$ 31,500.00
6	670182	12" Storm Drain Culvert Pipe	LF	100	\$ 250.00	\$ 25,000.00	\$ 85.00	\$ 8,500.00	\$ 175.00	\$ 17,500.00
7	601000	Removal of Structures and Obstructions	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
8	601110	Removal of Surfacing	SY	2,050	\$ 12.00	\$ 24,600.00	\$ 5.00	\$ 10,250.00	\$ 25.00	\$ 51,250.00
9	603280	SWPPP Management & Maintenance	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,500.00	\$ 4,500.00
10	608004	Concrete Sidewalks 4"	SY	800	\$ 100.00	\$ 80,000.00	\$ 140.00	\$ 112,000.00	\$ 125.00	\$ 100,000.00
11	608006	Concrete Sidewalks 6"	SY	300	\$ 110.00	\$ 33,000.00	\$ 180.00	\$ 54,000.00	\$ 180.00	\$ 54,000.00
12	608404	Conc. Med Pymt. 4" (Color and Petr)	SY	450	\$ 185.00	\$ 83,250.00	\$ 140.00	\$ 63,000.00	\$ 225.00	\$ 101,250.00
13	608424	Concrete Vertical Curb & Gutter Type B - 6"x24"	LF	850	\$ 60.00	\$ 51,000.00	\$ 160.00	\$ 136,000.00	\$ 75.00	\$ 63,750.00
14		Concrete Rollover Curb & Gutter Type B - 6"x24"	LF	175	\$ 60.00	\$ 10,500.00	\$ 160.00	\$ 28,000.00	\$ 75.00	\$ 13,125.00
15	618000	Traffic Control Management	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 60,000.00	\$ 60,000.00	\$ 5,000.00	\$ 5,000.00
16	623392	Curb Inlet Single Type C 0' TO 4'	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 25,000.00	\$ 50,000.00	\$ 25,000.00	\$ 50,000.00
17		Sidewalk Culvert & Concrete Channel	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 9,500.00	\$ 9,500.00
18	663856	Adjust Valve Box to Grade	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00
19	663866	Adjust Water Meter to Grade	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00
20		Adjust Manhole to Grade	EA	3	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00	\$ 3,500.00	\$ 10,500.00
21		Utility Relocation Allowance	Allow	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
22		Laboratory Testing Allowance	Allow	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
23		Park Benches & Trash Receptacles	Allow	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
24		Street Lights	EA	7	\$ 35,000.00	\$ 245,000.00	\$ 27,000.00	\$ 189,000.00	\$ 21,000.00	\$ 147,000.00
25	701000	Panel Signs	SF	9	\$ 36.00	\$ 324.00	\$ 125.00	\$ 1,125.00	\$ 150.00	\$ 1,350.00
26	701100	Steel Post and Base Post for Aluminum Panel Signs	LF	10	\$ 25.00	\$ 250.00	\$ 300.00	\$ 3,000.00	\$ 100.00	\$ 1,000.00
27	702810	Traffic Control Devices for Construction	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,000.00	\$ 8,000.00
28	704000	Retroreflectorized Painted Markings 4"	LF	3,600	\$ 2.00	\$ 7,200.00	\$ 5.00	\$ 18,000.00	\$ 2.00	\$ 7,200.00
29	704004	Retroreflectorized Painted Markings 12"	LF	100	\$ 4.00	\$ 400.00	\$ 18.00	\$ 1,800.00	\$ 10.00	\$ 1,000.00
30	704006	Retroreflectorized Painted Markings 24"	LF	26	\$ 8.00	\$ 208.00	\$ 30.00	\$ 780.00	\$ 25.00	\$ 650.00
31	801000	Construction Staking By the Contractor	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 38,000.00	\$ 38,000.00
SUBTOTAL						\$ 977,478.00		\$ 1,061,806.00		\$ 1,008,025.00
NMGR @ 8.1458%						\$ 79,623.00		\$ 86,492.51		\$ 82,111.70
TOTAL						\$ 1,057,096.00		\$ 1,148,297.51		\$ 1,090,136.70

Total Bid Lot #1 and #2

	\$ 2,144,347.37	\$ 2,159,698.66
resident 8%	\$ 171,547.79	\$ 172,775.89
	\$ 1,972,799.58	\$ 1,986,922.77

I hereby certify that the above figures are the same as those submitted in the bid proposals except for corrected items marked with an ("()"), if applicable. Corrections based on Unit Price per Specifications

u e i 6/17/25

Verlyn A. Miller P.E.





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

Meeting Date: July 9, 2025

Date Submitted: 06/24/25

Department: Public Works

Item/Topic: Request approval of Resolution No. 25-23 A & B to accept the grant offer and apply for a match waiver for the fiscal year 2026 Cooperative Agreement (COOP). The total awarded amount being \$86,093.0. The City of Las Vegas will be contributing their share of 25% (\$21,523.00) if a match waiver is not granted and the New Mexico Department of Transportation's share being 75% (\$64,570.00) for Various Streets – Planning, design, construction, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction.

Fiscal Impact: Budgeting matching funds in the amount of \$21,523.00 if a match waiver is not awarded.

Attachments: Resolution No. 25-23 A & B.

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

Approved For Submittal By:



Department Director

Reviewed By:



Finance Director



City Manager

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

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

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

RESOLUTION

25-23 B

City of Las Vegas

PARTICIPATION IN MUNICIPAL ARTERIAL PROGRAM (MAP) ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Las Vegas and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the Department and the Public Entity agree to waive the Local Entity's 25% matching share.

WHEREAS, the total cost of the project will be \$86,093.00 to be funded in proportional share by the parties hereto as follows:

a) Department shall fund the Project from the following Programs:

Transportation Project Fund	75%	\$64,570.00
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Match Waiver Program	25%	\$21,523.00
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b) City of Las Vegas's required proportional matching share of 25% is \$21,523.00 or Waived

TOTAL PROJECT COST IS \$86,093.00

City of Las Vegas shall pay all costs, which exceed the total amount of \$86,093.00

Now therefore, be it resolved in official session that City of Las Vegas determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2026 and the City of Las Vegas 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 the written agreement.

NOW therefore, be it resolved by the City of Las Vegas to enter into a Cooperative Agreement Control Number HW2L400725 with the New Mexico Department of Transportation for fiscal year 2026 for Various City Streets- Planning, design, construction, reconstruction, pavement rehabilitation, drainage improvements and miscellaneous construction within the control of the City of Las Vegas in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

Contract No. _____
Vendor No. 0000054343
Control No. HW2L400725

**LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Las Vegas** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L400725, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Eighty Six Thousand Ninety Three Dollars and No Cents (\$86,093)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2026 Local Government Road Fund</u>	\$64,570	\$21,523	\$86,093
For the purpose stated above in Section 1.			
			Total Project Cost \$86,093

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction,**

and Cost form, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2026**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.

d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, 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 limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues,

workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

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 is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Las Vegas

By: _____

Date: _____

Title: _____

Attest: _____
City of Las Vegas Clerk or Designee

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state
that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

[illegible]

EXHIBIT C
City of Las Vegas RESOLUTION
25-23 A

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **City of Las Vegas** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$86,093** to be funded in proportional share by the parties hereto as follows:

CN L400725 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2026 Local Government Road Fund</u>	\$64,570	\$21,523	\$86,093
Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction			

WHEREAS, the **City of Las Vegas** shall pay all costs, which exceed the total project cost of **\$86,093**.

NOW THEREFORE, be it resolved in official session that **City of Las Vegas** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2026** and the **City of Las Vegas** 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 the written agreement.
- c. The agent of the **City of Las Vegas**, _____ (name or title), shall have signature authority to bind the **City of Las Vegas** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Las Vegas** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Las Vegas** to enter into Cooperative Agreement for Project Control Number **L400725** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2026** for **Various City Streets - Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous construction** within the control of **City of Las Vegas** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE _____

(PRINTED NAME, POSITION)

DATE _____

(PRINTED NAME, POSITION)

DATE _____



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

Meeting Date: July 9, 2025

Date Submitted: 6/24/2025

Department: Human Resource

Item/Topic: Request approval of a salary increase of \$1.50 to the regular hourly rate of pay to all non-bargaining unit employees (excluding At-Will employees) who have successfully completed a 6-month probationary period, to include part-time employees with at least one year of continuous employment with the City of Las Vegas and a \$1.00 increase to their regular hourly rate of pay at their anniversary/annual date of hire. Increase minimum wage to \$16.00 for all current and future employees.

Fiscal Impact: The overall budget impact for the remainder of Fiscal Year 2025-26 is \$67,000.00.

Attachments: None.

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

Approved For Submittal By:

Reviewed By:

Consuelo Rungis, HR Representative
Department Director

[Signature]
Finance Director

[Signature]
City Manager

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

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

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



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

Meeting Date: July 9, 2025

Date Submitted: 07/27/25

Department: Utilities

Item/Topic: Publication of Ordinance No. 25-05 amending water ordinance 12-13 and section 440-6 E. of the municipal code pertaining to water service rates, deposits and service charges. This ordinance change affects the rates for the cost of obtaining a new water service tap and not the actual water rates.

Fiscal Impact: None

Attachments: Ordinance 25-05 redlined, section 440-6 E. of the municipal code, costs of service to install a new water tap.

Committee Recommendation: This item was discussed at the June 4, 2025 Utility Advisory Committee Meeting. They provided their recommendation for approval.

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



Robert A. Anaya, 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 _____

WATER ORDINANCE #25-05
AMENDING ORDINANCE #12-13
SECTION 440-6 E. – WATER RATES, DEPOSITS AND SERVICE CHARGES
AN ORDINANCE AMENDING SECTION 440-6 E. WATER RATES, DEPOSITS AND
SERVICE CHARGES OF THE CITY OF LAS VEGAS WATER ORDINANCE

WHEREAS, the present section amends the Water rates, deposits and service charges;

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF LAS VEGAS, NEW MEXICO, THAT SECTION 440-6 E. OF THE WATER ORDINANCE BE AMENDED AS FOLLOWS:

E. Service connection.

(1) Unit charges for service connections, including service line and meter setting, shall be paid by the customer to the City as follows:

<u>Meter Size</u>	<u>Charge</u>
<u>(inches)</u>	
<u>3/4" single setting</u>	<u>\$460</u>
<u>3/4" double setting</u>	<u>\$560</u>
<u>1</u>	<u>\$500</u>
<u>2</u>	<u>\$1,000</u>
<u>4</u>	<u>\$6,000</u>
<u>6</u>	<u>\$8,000</u>
<u>8</u>	<u>\$15,000</u>

3/4" Single Setting New Service: \$2,165.50

3/4" Double Setting New Service: \$2,865.50

1" New Service: \$2,444.00

2" New Service: \$4,284.00

4" New Service: \$9,345.50

6" New Service: \$11,950.26

8" New Service: \$18,000.00

Outside City Limits: \$1,200.00

Main Line Extension: Cost per foot pending on material prices, minimum 6" water main, and fire suppression equipment every 500 feet.

(Costs based on Material Cost at the moment of Purchase)

Water Deposits (Owner): \$100.00

Water Deposits (Renter): \$200.00

(2) Street cut and repair charges and boring costs shall be additional based upon amount of work performed as and assessed by the Water Department as follows:-

Concrete Cut: \$30.00 a square foot

Concrete Cost: \$240.00 a cubic yard

Asphalt Cut: \$30.00 a square foot

Asphalt Repair: \$150.00 a ton

F. Water utility revenue reserve balance.

(1) The rates for water service contained in Subsections **A** and **B** include the establishment of a five-percent revenue reserve for the benefit of the Water Utility. At the end of each fiscal year, the Director shall determine the status of the water utility revenue reserve balance. The balance shall be the amounts collected through the water utility revenue reserve fee since its inception through the recently completed fiscal year minus amounts expended from the revenue reserve for the same historical time period.

(2) In the event that the water utility revenue reserve balance exceeds 10% of the most recent past fiscal year's revenue, the City Manager may order a reduction of the rates for water service by dividing each rate by 1.05. Conversely, should the City's water utility revenue reserve balance for the most recent past fiscal year result in a balance of less than 5% of that fiscal year's revenue, the City Manager may order an increase in the rates for water service by multiplying each rate by 1.05. The water utility revenue reserve balance shall be used solely for meeting the needs of the City's Water Utility unless diversion of water revenue reserve balance funds to some other use within the City's operations are authorized by affirmative vote of the governing body.

G. Automatic rate adjustment. Annual automatic adjustments to the rates and charges of the Water Utility may be made through application of the Consumer Price Index (CPI-U) which is maintained by the U.S. government. Adjustments shall be authorized by the City Manager only after examination of the financial performance of the Utility during the past fiscal year.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2025.

Mayor David Romero

ATTEST:

Casandra Fresquez, City Clerk

REVIEWED AND APPROVED AS TO LEGAL SUFFICIENCY ONLY

City Attorney



Approval Form

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

*Reviewed:

Robert A. Anaya, City Manager

6/9/25
Date

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

Date Submitted: 06/06/25

Department Submitting: Utilities

Submitter: Travis Martinez

Documents to be reviewed: WATER ORDINANCE #25-05 AMENDING ORDINANCE #12-13
SECTION 440-6 E. - WATER RATES, DEPOSITS AND SERVICE CHARGES AN
ORDINANCE AMENDING SECTION 440-6 E. WATER RATES, DEPOSITS AND SERVICE
CHARGES OF THE CITY OF LAS VEGAS WATER ORDINANCE

Deadline: ASAP

Submitter Comments: This ordinance will increase the prices of water service connections to ensure City
installation costs of materials and labor are covered by the customer requesting the service.

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: _____

ACA
Attorney Review

6-10-2025
Date

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

Finance Director

Date

Approved / Disapproved: (Reason for Disapproval): _____

Robert A. Anaya, City Manager

Date

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.*

Chapter 440. Water Service and Operations

§ 440-6. Water rates, deposits and service charges.

[Amended 6-13-1996 by Ord. No. 84-26; 9-21-2005 by Ord. No. 05-17]

- A. Monthly water base charges for utility customers.
[Amended 9-28-2012 by Ord. No. 12-13]

		Base Charge			
Meter Size (inches)		2013	2014	2015	2016
Inside City					
Residential					
5/8		\$15.00	\$16.10	\$17.30	\$18.50
1		\$34.80	\$39.00	\$39.50	\$40.10
Small commercial					
5/8		\$33.70	\$33.70	\$33.70	\$33.70
Large commercial					
1		\$170.00	\$170.00	\$170.00	\$170.00
1 1/2		\$246.00	\$246.00	\$246.00	\$246.00
2		\$340.00	\$340.00	\$340.00	\$340.00
3		\$450.00	\$450.00	\$450.00	\$450.00
4		\$510.00	\$510.00	\$510.00	\$510.00
6		\$870.00	\$1,120.00	\$1,150.00	\$1,180.00
8		\$1,040.00	\$1,280.00	\$1,310.00	\$1,340.00
Outside City					
Residential					
5/8		\$22.50	\$24.20	\$26.00	\$27.80
1		\$52.20	\$58.50	\$59.30	\$60.20
Small commercial					
5/8		\$50.60	\$50.60	\$50.60	\$50.60
Large commercial					
1		\$255.00	\$255.00	\$255.00	\$255.00
1 1/2		\$369.00	\$369.00	\$369.00	\$369.00
2		\$510.00	\$510.00	\$510.00	\$510.00
3		\$675.00	\$675.00	\$675.00	\$675.00

Meter Size (inches)	Base Charge			
	2013	2014	2015	2016
4	\$765.00	\$765.00	\$765.00	\$765.00
6	\$1,305.00	\$1,680.00	\$1,725.00	\$1,770.00
8	\$1,560.00	\$1,920.00	\$1,965.00	\$2,010.00

NOTES:

*Rate table does not include applicable state and federal taxes and fees.

- B. Monthly water volume charges for utility customers.
[Amended 9-28-2012 by Ord. No. 12-13]

Monthly Volume	Volume Charge (per gallon)			
	2013	2014	2015	2016
Inside City				
Residential				
First 2,000 gallons	\$0.00103	\$0.00194	\$0.00234	\$0.00286
Next 4,000 gallons	\$0.00232	\$0.00437	\$0.00527	\$0.00644
Next 4,000 gallons	\$0.00522	\$0.00984	\$0.01186	\$0.01449
Over 10,000 gallons	\$0.01305	\$0.02460	\$0.02965	\$0.03623
Commercial				
Winter	\$0.00374	\$0.00599	\$0.00603	\$0.00606
Summer	\$0.00468	\$0.00749	\$0.00754	\$0.00758
Outside City				
Residential				
First 2,000 gallons	\$0.00154	\$0.00291	\$0.00351	\$0.00429
Next 4,000 gallons	\$0.00348	\$0.00655	\$0.00790	\$0.00966
Next 4,000 gallons	\$0.00783	\$0.01476	\$0.01779	\$0.02173
Over 10,000 gallons	\$0.01957	\$0.03690	\$0.04447	\$0.05434
Commercial				
Winter	\$0.00561	\$0.00898	\$0.00904	\$0.00909
Summer	\$0.00702	\$0.01123	\$0.01131	\$0.01137

NOTES:

*Rate table does not include applicable state and federal taxes and fees.

**Winter rates are applicable to commercial usage during the November through April billing periods. Summer rates are applicable to usage during the May through October billing periods.

C. Deposits.

- (1) The customer shall deposit with the City of Las Vegas a service deposit which will be based on the following schedule:
[Amended 7-15-2009 by Ord. No. 09-09]
 - (a) Residential customer: \$100.
 - (b) Rental customer: \$200.
 - (c) Commercial and industrial customer: Nonresidential customers will pay two times the highest bill for the service location during the previous 12 months when the location was occupied by previous owner or tenant.
- (2) Such deposit shall be subject to appropriation by the City of Las Vegas for purposes of applying the same or as much thereof as may be necessary to the payment of delinquent water service accounts or charges due by the City.
- (3) Upon completion of a twelve-month period in which each water service bill, during such period was paid in full prior to the delinquent date, then the deposit will either be refunded or credited the customer account.
- (4) The City Manager may waive or defer a water deposit if a complete investigation has revealed:
 - (a) That the person requesting such waiver or deferral has been a residential customer whose account has not been delinquent in the past; or
 - (b) That such customer for some reasonable cause cannot financially pay the full amount of the deposit in which case City Manager may defer the deposit for a period not to exceed three months; or
 - (c) That the customer has been a long-standing business person in the community and that such customer's business has not had a delinquent utility account within the last two years; or
 - (d) That such customer, if a rental customer, has established his service history at other locations for a period of at least two years and has not been delinquent during this period; or
 - (e) That a residential customer who has not been delinquent within the last two years is willing to place the rental customer's account under such residential customer's name; or
 - (f) That such customer has transferred service from one location in the water system to another if such customer's account has not been more than 60 days past due more than one time in the past year before such transfer.

(5) Refunds.

- (a) Current customers. Each March, no earlier than the 10th of the month, customers who have water deposits will be evaluated as to eligibility for a deposit refund or credit to account.
- (b) Criteria for refund or credit of the deposit amount:
 - [1] Individual or business must have been a customer on the City water system for the past 12 consecutive months minimum.
 - [2] Customer must have no delinquent accounts with the City utility service as of March 10.
- (6) Change in service location. Customers transferring service from one location in the water system to another and who have had the deposit refunded as per Subsection C(3) will not be required to place a deposit for the new service location.
- (7) Change in deposit amount. Based on experience in the operation of the system, the deposit may be raised or lowered from time to time by the City Council by the adoption of a resolution prescribing new rates of deposit.

D. Service charges.

- (1) A service charge of \$13.68 per hour per man with a minimum charge of \$13.68 shall be charged to the customer for any of the following:
 - (a) Cut-in water service (includes cut-in as a result of delinquent payment).
 - (b) Cut-out of water service (includes cutoff as a result of a delinquent payment) or request by customer to cut off of service.
 - (c) Setting of meter (result of customer matter on existing service).
 - (d) Pulling of meter (result of customer matter).
 - (e) Processing of a request for service.
- (2) If there are reasonable grounds to believe that a meter or service has been tampered with, including unauthorized turn on of meter, unauthorized taps in the service or main lines, and unauthorized adjustment or change of meter index, the meter shall be removed and a one-hundred-dollar charge for meter removal will be assessed against the customer whose service has been tampered with, and said charge will be required to be paid prior to service again being provided to the customer at any address within the City's water service area.

E. Service connection.

- (1) Unit charges for service connections, including service line and meter setting, shall be paid by the customer to the City as follows:

Meter Size	
(inches)	Charge
3/4 single setting	\$460
3/4 double setting	\$560
1	\$500

Meter Size

(inches)	Charge
2	\$1,000
4	\$6,000
6	\$8,000
8	\$15,000

- (2) Street cut and repair charges and boring costs shall be additional based upon amount of work performed as assessed by the Water Department.

F. Water utility revenue reserve balance.

- (1) The rates for water service contained in Subsections **A** and **B** include the establishment of a five-percent revenue reserve for the benefit of the Water Utility. At the end of each fiscal year, the Director shall determine the status of the water utility revenue reserve balance. The balance shall be the amounts collected through the water utility revenue reserve fee since its inception through the recently completed fiscal year minus amounts expended from the revenue reserve for the same historical time period.
- (2) In the event that the water utility revenue reserve balance exceeds 10% of the most recent past fiscal year's revenue, the City Manager may order a reduction of the rates for water service by dividing each rate by 1.05. Conversely, should the City's water utility revenue reserve balance for the most recent past fiscal year result in a balance of less than 5% of that fiscal year's revenue, the City Manager may order an increase in the rates for water service by multiplying each rate by 1.05. The water utility revenue reserve balance shall be used solely for meeting the needs of the City's Water Utility unless diversion of water revenue reserve balance funds to some other use within the City's operations are authorized by affirmative vote of the governing body.

G. Automatic rate adjustment. Annual automatic adjustments to the rates and charges of the Water Utility may be made through application of the Consumer Price Index (CPI-U) which is maintained by the U.S. government. Adjustments shall be authorized by the City Manager only after examination of the financial performance of the Utility during the past fiscal year.



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

Meeting Date: July 9, 2025

Date Submitted: 07/01/2025

Department: Fire Department

Item/Topic: Review and Approval of AMR Contract for Ambulance Services. Contract is presented by County Manager to County Commission on Monday July 7, 2025.

Fiscal Impact:\$849,474.72

Attachments:AMR Contract

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

Approved For Submittal By:

Reviewed By:


Department Director


Finance Director


City Manager

City Attorney (Approved as to Form)

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

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

Referred To: _____

Continued To: _____

Denied _____
Other _____

CONTRACT FOR EMERGENCY AMBULANCE SERVICES

This Contract made and entered into this ____ day of _____, 2025, by and between the County of San Miguel and the City of Las Vegas New Mexico, hereinafter referred to as ("The Agencies") with American Medical Response Ambulance Service, Inc. ("AMR"), hereinafter referred to as "Provider." The parties here determine that the Provider has the expertise to provide the services stipulated under Article 1, "Services to be provided" and incorporated Attachments, "Attachment A" Scope of Work, and "Attachment B" HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

Agencies understand that this Agreement is conditioned upon the New Mexico Public Regulation Commission's ("PRC") approval of a Certificate of Necessity ("CON") for Provider for San Miguel County and the City of Las Vegas, New Mexico. In the event the PRC does not grant Provider a CON over the Agencies, this Agreement shall be null and void. The agencies agree to reasonably support Provider's application to amend its authority in support thereof. Notwithstanding anything to the contrary, the services performed under this Agreement shall not commence unless and until Provider has regulatory authority to proceed.

ARTICLE 1. SERVICES TO BE PROVIDED:

As a condition of the funding described in Article 4, below, the Provider agrees that it will implement, in all respects, the activities outlined in the "SCOPE OF WORK," attached hereto as "Attachment A." The Provider agrees to make no decrease in these services described in this Contract and all incorporated Attachments without first submitting a written request to the Agencies obtaining prior written approval of the proposed change. In addition, the Provider shall:

1. REQUIRED MEETINGS

Attend quarterly meetings as scheduled by the Agencies to discuss any and all issues which have occurred during the response quarter. In order to facilitate collaboration, attendance at quarterly meetings is mandatory. The Agencies may schedule additional meetings as deemed necessary.

2. RECORDS RETENTION

Maintain records of the clients served, as specified by the Agencies, including information about whether the clients have insurance (Medicaid, Medicare, health, auto etc.), are insured or uninsured and their residency status, gender, age, community location, average age. Such records will be kept by the Provider and will be held available for review by the Agency. Information will be provided without any violation of HIPAA laws or other confidential laws in effect, within the service area.

3. HIPAA COMPLIANCE

The Provider agrees to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA") in the event the Provider receives patient records or information (Protected Health Information as defined by HIPAA). In particular, the Provider agrees to comply with the provisions set forth in "Attachment B" regarding such Protected Health Information. The Provider's obligations under this sub-part shall survive the expiration or termination of this Contract regardless of the reason for such termination.

4. ACTIVITY REPORTS

Submit quarterly activity reports, including demographic data, incident reports and an annual audit report on call volume, to the Agencies during the quarterly meetings. The Agencies may require additional information as deemed necessary and agreeable by the parties, including an income statement that substantially conforms to the form in Exhibit E for 911 and interfacility transports, as well as numbers of 911 calls and interfacility transports.

5. MONITORING

The Provider shall allow the Agencies staff to observe Provider's activities, interview the population served, allow records evaluation and shall provide requested information through the annual audit period for the Agencies (generally up to four months into the following Fiscal Year).

6. COMPLIANCE

The Provider agrees to comply with all applicable Federal and State Laws, Regulations and Orders. The Provider shall also be bound to observe all Ordinances, Resolutions, rules and regulations currently in effect or to become effective in the future to the extent that they do not conflict with the autonomy of the Provider as expressed in this Contract. The Provider shall notify the Agencies, as soon as possible, in writing of any incidents occurring while performing any Ambulance Services that may raise liability issues.

7. EXCLUSIVE OPERATING AREA

Agencies hereby grant Provider the exclusive right to provide the services within the County of San Miguel and the City of Las Vegas, excluding the Conchas area which will be serviced by the County (the "Service Area"). Agencies shall require City PSAP, DPS PSAP and the Santa Fe Regional Communication Center to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area ("Communications Centers") to direct such calls to Provider in accordance with the dispatch protocols agreed upon by Provider and Agencies ("Dispatch Protocols"). Agencies shall not permit any other provider of ambulance services to respond to medical calls within the Service Area requiring emergency dispatch, as defined in 42 CFR Section 414.605 and/or in the Dispatch Protocols ("Emergency Calls"), regardless of whether such calls are placed through the 911 system or to a seven digit number. Agencies shall require that all such Emergency Calls, including those received on seven-digit numbers, be

routed to Provider as provided in the Dispatch Protocols. This section shall further extend to non-emergent inter-facility transports within the Service Area.

The Agencies understand that the Provider should be available for Mutual Aid with certain areas, such as Conchas (which is San Miguel County), Mora or Eastern Santa Fe County. Mutual Aid, in the Agencies' opinion, is for 'life or limb' intercepts, when a higher level of care is required to provide the best possible chance of survival and recovery for the patient. Mutual Aid shouldn't be abused by these areas for reasons of convenience.

ARTICLE 2. PERIOD OF PERFORMANCE:

The period of performance of this Contract shall be from the date Ambulance Services begins service with the intent to continue for two(2) years, with the possibility of renewal for an additional two (2) years, after a performance evaluation, for a total of four (4) years, in accordance with the State of New Mexico procurement requirements and contingent on funding for the term of this contract.

ARTICLE 3. PLACE OF PERFORMANCE:

The Provider shall perform the required services in the City of Las Vegas and throughout San Miguel County or any other location(s) approved by the Agencies.

The Provider shall actively take measures to become knowledgeable with Agencies street names and locations along with county addressing in the incorporated municipalities of Las Vegas and Pecos, as well as surrounding areas, including but not limited to New Mexico State Highway 3, Tecolote, Tecolotito, Pandaries, Sapello, Trementina and all regions within the boundaries of San Miguel County. As part of the subsidy, the County of San Miguel shall provide an ambulance station and two ambulances in the western part of San Miguel County, as well as property to house an ambulance station and AMR owned ambulances in the Las Vegas area to house Provider's ambulances and personnel for the duration of this Agreement.

ARTICLE 4. REQUIRED NUMBER OF AMBULANCE UNITS:

The Provider must maintain an adequate response plan for the City of Las Vegas and County of San Miguel. It should consist of a minimum daily staffing level of four (4) dedicated ambulances for the indicated response areas at all times and one (1) EMT-Paramedic Shift Supervisor, not assigned to an ambulance unit. Three of the units are to be stationed in the Las Vegas area with the fourth unit stationed in the western portion of the County within five (5) miles of Pecos in a County owned building. All four units will be full twenty four hour units. At least one of these ambulance units in each response area shall have 4x4 driving capabilities. The Provider agrees to staff the third (3rd) Las Vegas ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and nonemergency/inter-facility transports. All ambulances shall be staffed in accordance with New Mexico regulations; however, Provider shall ensure each ambulance is staffed at a minimum with either one (1) licensed EMT-Intermediate or one (1) EMT-Paramedic and one (1) licensed New Mexico EMT-Basic. Only one (1) of the Las Vegas trucks shall be staffed with an EMT-Intermediate per shift; the other two (2) shall be staffed with an EMT-Paramedic, unless otherwise agreed to by the parties based on unforeseen circumstances.

The Agencies understand that the PRC has granted a waiver (Case No.21-00296-TR-M) to allow one (1) licensed provider on an ambulance and in the patient compartment, which would allow the other provider to be unlicensed. The Agencies acknowledge the challenges of staffing licensed personnel, and are amenable to an unlicensed provider only when licensed providers are not available to keep an ambulance in service, and only as a member of a crew with an EMT-Paramedic. The unlicensed provider must be enrolled in an EMT-Basic class and have signed an agreement to become NM State licensed within a year of date of hire. If at any time the PRC revokes this waiver, the Agencies will no longer allow this staffing arrangement.

The Agencies shall be sent copies of monthly schedules, including staffing and licensure levels, per ambulance. In addition, the Provider shall advise the City of Las Vegas PD Dispatch as well as NMSP Dispatch which units are in service and what the staffing levels are, daily. This shall be done each morning, after shift change.

A procedure for non-emergency, non-911 responses (inter-facility transports, in-town transfers and airport transfers) shall be established that will not interfere with the emergency staffing levels. The Agencies and Provider shall develop this procedure jointly, and share with the local hospital. Non-emergency response requests should be answered by providers dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so as not to deplete emergency services in San Miguel County, stable non-emergency transports that are leaving from the City of Las Vegas to other points and places outside of the County, should be strategically intercepted by other units when available. For non-emergency transportation services within San Miguel County, local available ambulances will conduct such transports, provided that units are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

In cases when a non-emergency transport is needed for patients to points outside of San Miguel County, the provider shall assign a unit to perform this task so long as there are at least two ambulances available in the system. Additionally, if the transport is deemed an emergency to another facility outside the County, the Provider, when necessary, shall dispatch a local ambulance who will intercept with another unit in order to minimize the San Miguel Emergency System.

The three (3) ambulance units in the Las Vegas area shall be responsible for response in the following areas: City of Las Vegas, northern San Miguel County, Eastern San Miguel County to Corazon Hill on NM State Highway 104, Southern San Miguel County, and Western San Miguel County to NM State Highway 3. The one (1) ambulance unit in the Pecos area shall be responsible for response in Western San Miguel County, including the communities on NM State Highway 3 and the Village of Pecos. In times of response overload, ambulance units can and should overlap response areas, as per required need. Attachment D shall be a color-coded map identifying coverage.

Should any or all of the four (4) Ambulance units available for service within response area become unserviceable; the Provider agrees to replace the unit(s) with a fully equipped and operational unit(s) within two (2) hours of unserviceability.

All ambulances used to provide shall be licensed and equipped with all supplies and equipment required by State law and by Agencies policies and procedures agreed upon by Provider and shall be maintained in good working order in accordance with Provider's maintenance policies and procedures.

ARTICLE 5. COST AND PAYMENT:

The total amount paid by Agencies to Provider under the Contract for the period of performance specified above shall not exceed the amount specified below and be funded annually by the Agencies for the term covered by this Contract. Payment to the Provider shall be made in the course of the Contract period of performance in:

- Twelve (12) equal monthly installments per calendar year
- Contract amount: \$1,400,000 (One million, four hundred thousand dollars), excluding Gross Receipts Tax, per calendar year. Provider may annually request an increase to the Agencies of the greater of (i) 3% or (ii) the percentage increase in the Medical CPI during the most recent 12 month period for which published figures are available from the U.S. Department of Labor. "Medical CPI" as used above shall mean the medical care consumer price index (consisting of medical care commodities and medical care services) for national All Urban Consumers (CPI-U), or the most comparable successor index if such index is discontinued.
- Gross Receipts Tax shall be in addition to any subsidy and shall separately be invoiced monthly by AMR and payable within 30 days of receipt of invoice.

The Provider shall agree to provide courtesy care to County and City first responders who are "on-duty" while working on an incident. Courtesy care may include but not be limited to evaluation, oxygen or rehab services. The Agencies agree that the Provider should pursue payment from insurance, Worker's Comp (if applicable), or VFIS (if applicable) if expenses are incurred during courtesy care, but agrees not to pursue payment of the balance by the individual assisting with the incident in partial consideration for the Agency subsidy.

The Provider also agrees to provide transport of San Miguel County Detention Center inmates in emergent situations to the nearest appropriate hospital. If the inmate has insurance, the Provider shall bill the insurance. If the inmate doesn't have insurance, the Provider agrees to bill the Agencies at the greater of the Medicaid rate, or 35% of the standard charges, in partial consideration for the Agency subsidy.

ARTICLE 6. NOTICE: Any notices made pursuant to this Contract shall be sent to:

FOR THE AGENCIES:

San Miguel County
Joy Ansley, County Manager
500 W. National, Ste. 201
Las Vegas, NM 87701
505-425-9333
jansley@co.sanmiguel.nm.us

FOR THE PROVIDER:

AMR
Joaquin Graham, Regional Director
3201 University Blvd. SE, Ste. 105
Albuquerque, NM 87106
575-640-6521
Joaquin.Graham@gmr.net

City of Las Vegas

Robert Anaya, City Manager

1700 N. Grand Ave.

Las Vegas, NM 87701

505-454-1401

ranaya@lasvegasnm.gov

ARTICLE 7. ASSIGNMENT OF CLAIMS:

The Provider shall not assign nor delegate any interest in this Contract or transfer any interest or for money due or to become due under this Contract, without the written consent of the County and the City.

ARTICLE 8. HOLD HARMLESS:

The Provider shall hold harmless, indemnify and defend the Agencies and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs, and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider's negligence or intentional acts, errors or omissions in the Provider's performance under this Contract. The Provider's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the Contract, for negligence, acts, error or omissions to act occurring during the term of this Contract.

To the extent allowable under law, including the Anti-Donation Clause, Article IX, Section 14 of the State of New Mexico Constitution, Agencies shall indemnify, defend and hold Provider, and its employees and agents harmless against any claims, liability, losses or damages (collectively "Claims"), incurred by the Provider which arise from any breach of this Agreement or any negligent, intentional or other tortious act or failure to act of the Agencies related to the performance of this Agreement. This provision shall survive the termination of this Agreement. The Provider agrees to promptly notify the Agencies of any Claim against it which it expects to give rise to a duty of indemnity by the Agencies.

ARTICLE 9. INSURANCE:

For the duration of the Contract and until all work specified in the Contract is completed, the Provider shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated herein, and as required by the Public Regulation Commission of New Mexico. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance (and/or Endorsement), signed by the insurance agent for the Provider and returned to the Agencies, which Certificate or Endorsement shall include evidence of the right of the Agencies to notice of non-payment or and notice of cancellation, with this signed Contract. If for any reason, any cancellation or non-renewal occurs in the

insurance coverage during the course of the Contract, Provider shall give City thirty (30) days written notice of such change.

1. The insurance policy (policies) shall be written and the certificates(s), returned with this Contract, shall reflect that:

a. All insurance required is in effect.

b. The Agencies are an additional insured on the Provider's general liability policy, if required, with respect to activities under the Contract and shall include evidence of the right to notice of non-payment or and notice of cancellation to the each of the Agencies.

c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

d. For auto and general liability policies only, the insurance afforded therein shall be primary insurance and any insurance or self-insurance of the Agencies shall be excess and not contributor insurance.

e. Waiver of subrogation on workers compensation in favor of the Agencies.

2. Provider shall obtain insurance of the types described below from an insurer with an A.M. Best rating of not less than A-VII. Provider must return any required insurance documents, including declarations page with limits stated below, with this signed Contract in order to place it into effect.

ARTICLE 10. RESPONSE TIME:

The Provider will use best efforts to respond within 7 minutes, 90% of the time. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more units are committed to the same standby at any time. For purposes of determining response times, an exemption shall be granted when the Agencies Management Team determines that a response time failure was substantially caused by one of the following circumstances:

Incorrect or inaccurate dispatch information;

Material change in dispatch location;

Disrupted voice or radio transmissions not caused by the Provider's error, negligence, or inadequate maintenance;

Scheduled or unscheduled CAD failure;

Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)

Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);

Periods of unusual system overload, defined as:

greater than two simultaneous or overlapping emergency / urgent responses within the City/County; or
greater than four simultaneous or overlapping emergency / urgent responses within the City/County and mutual aid areas; or

Two responses dispatched within ten (10) minutes of one another

Severe weather conditions which impair visibility or create significant unsafe driving conditions;

Organized labor actions outside of the Provider's organization which intentionally delay response times or impair service delivery capabilities;

Delays caused by a facility being unable to receive a patient; or

A reasonable decision by the Provider representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advice by a public safety official;

Any delay caused by unusual circumstances that the Provider can reasonably document, which will be reviewed by the Agencies Management Team on a case by case basis and accepted or rejected by the City & County Manager following a recommendation from the Management Team.

Response Times:

Provider's response time for requests for emergency medical services shall be dispatched by the local PSAP, and shall meet the following performance standards:

a. Provider's response times shall be calculated on a monthly basis for reporting purposes to determine compliance using percentile response time measurements. Response times for months with low call volume (less than 100 calls per month) shall be calculated once the Provider has responded to 100 calls in a given month.

b. Provider shall use best efforts to meet a response time for Services in the Primary Service Area of 7 minutes.

Reporting and Calculating Response Compliance:

Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the Agencies Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the Provider including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

Penalties: No penalties shall be imposed as a result of any failure by Provider to meet the performance standards herein.

COMPLIANCE STANDARDS:

The Provider must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, and of the local Agencies in the performance of its duties under this Contract, including the standards of the National Integrated Incident Management System. The Agencies may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this Article. The Provider shall not enter into any Mutual Assistance Agreement without the written approval of the Agreement by the Governing Bodies.

ARTICLE 11. TERMINATION OF CONTRACT.

The initial contract of FY 2023/2024, based on this Contract can be extended for two (2) two (2) year periods upon approval of the Agencies and Provider. The Agencies may refuse to review or extend the contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of contract termination, the Provider shall be reimbursed for completed work that is approved by both the Agencies. In no event shall the dollar amount exceed the amount of the Contract. The Agencies are responsible for payment to Provider for any and all services actually rendered by Provider under this Contract. Provider may terminate this Agreement with or without cause on two hundred seventy (270) days written notice to Agencies.

ARTICLE 12. NO AUTHORITY TO BIND AGENCIES.

The Provider agrees not to purport to bind the Agencies to any obligation not assumed herein by the Agencies unless the Provider has express written authority from, the City & County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 13. CONFLICT OF INTEREST.

The Provider warrants that it presently has no interest, and shall not acquire any interest during the term of this Contract, which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the Agencies and appropriate action acceptable to the Agencies shall be taken. The Provider's failure to inform the Agencies of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the Agencies.

ARTICLE 14. INDEPENDENT CONTRACTOR.

Nothing in this Contract is intended or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Provider as an agent, representative or employee of the Agencies for any purpose or any manner whatsoever. The Provider and its employees shall not accrue leave, retirement, insurance or any other benefits afforded to employees of the Agencies. Provider's employees, servants, agents, or representatives are not and shall not be deemed employees of the Agencies and shall not bind either agency in any respect.

ARTICLE 15. PROCUREMENT CODE:

The Procurement Code, 13-1-1 through 13-1-199, NMSA 1978, as well as the Agencies Procurement Code Resolution No. 12-24 imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE 16. AMENDMENTS:

This Contract shall not be altered, changed or amended except by written instrument signed by both parties.

ARTICLE 17. SOVEREIGN IMMUNITY:

By entering into this Contract ,the Agencies and its "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any defense, or any limitations of liability pursuant to law. No provision of this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE 18. WAIVER:

Any waiver of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Agencies from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by Law.

ARTICLE 19. MERGER OR PRIOR AGREEMENTS:

This Contract incorporates all the conditions, agreements and understanding of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 20. PARAGRAPH HEADINGS:

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 21. THIRD PARTY BENEFICIARY:

It is agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Contract.

ARTICLE 22. PERSONAL LIABILITY:

No elected or appointed official, employee, servant, agent or law enforcement officer of the Agencies shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility

ARTICLE 23. GOVERNING LAW:

This Contract shall be construed in agreement with the laws of the State of New Mexico with venue set in 4th Judicial District Court, New Mexico. The Provider shall also comply with all applicable federal and local laws, ordinances, and the rules and regulations of the Agencies. Arbitration will not be used in case of disputes. Mediation is encouraged before litigation.

ARTICLE 24. BINDING EFFECT OF AGREEMENT:

Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors to the Contracting parties.

ARTICLE 25. SEVERABILITY:

If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if either party can no longer carry out the purpose of the Contract, the Contract is voidable and no damages shall accrue to either party.

ARTICLE 26. NON-APPROPRIATION:

The Agencies' obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments. If the Agencies do not appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Provider. The Agencies determination that sufficient funds have not been appropriated is firm, binding and is not subject to review.

ARTICLE 27. SUBCONTRACTING:

Provider may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by Provider to insure adequate coverage throughout the Service Area. (All such mutual aid agreements and subcontracts shall be subject to Agencies' written approval; which approval

shall not be unreasonably withheld.) All subcontractors ("Subcontractors") shall meet the applicable requirements of this Agreement.

ARTICLE 28. NOTICE TO PROCEED:

It is expressly understood that this Contract is not binding upon the Agencies until approved and signed by the City & County Manager, and further, that the Provider is not to proceed with its obligations under the Contract until the Provider has received a fully signed copy of the Contract.

ARTICLE 29. DUPLICATE ORIGINALS:

This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

ARTICLE 30. COMPLIANCE WITH GOVERNING LAW:

This Contract shall be construed in agreement with the Laws of the State of New Mexico. The Provider shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Provider shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Provider shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended {20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)}, which prohibit discrimination on the basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 31. CUSTOMER SERVICE STANDARDS:

Provider agrees to establish and maintain Customer Service Standards that assure equal treatment, with dignity and respect, of all customers and/or patients. Provider shall make available to both Agencies, its Customer Service Standards and Customer Service Inquiry Process.

ARTICLE 32. AGENCIES FIRST RESPONDER OBLIGATIONS

In performing First Responder Services, Agencies shall comply with the following requirements: Agencies shall require its fire service first responder medical personnel ("First Responder Personnel") to work collaboratively with Provider Personnel. In the event First Responder Personnel arrive at an incident scene prior to Provider, event First Responder Personnel shall assume temporary medical

control of the scene until Provider's arrival, at which point Provider shall assume medical control unless on scene event First Responder Personnel hold a higher licensure or certification than on scene Provider Personnel.

Provider shall be entitled to include, in its charges to patients and third-party payers, charges for services performed or supplies utilized by event First Responder Personnel.

In consideration of the foregoing, Provider shall, without charge, restock the disposable medical supplies agreed upon by the parties when utilized by Agency personnel in treating patients transported by Provider.

Agencies shall assure and certify in writing to Provider prior to the effective date hereof, and on an annual basis thereafter, in a format acceptable to Provider, that none of its First Responder Personnel providing patient care are "Ineligible Persons". Ineligible Persons shall include any individual who: (1) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (2) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320aies-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Agency shall ensure that all First Responder Personnel are not Ineligible Persons, by implementing the following screening requirements:

Agencies shall screen such persons against the Exclusion Lists within thirty days of the effective date hereof and annually thereafter.

As part of the hiring process for any new First Responder Personnel hired after the effective date hereof, Agencies shall require such persons to disclose whether they are an Ineligible Person and shall screen them against the Exclusion Lists.

Agencies shall implement a policy requiring all first responder personnel to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

"Exclusion Lists" include: (i) the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://oig.hhs.gov>); and (ii) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>).

Agencies shall cooperate with Provider in performing quality improvement activities in accordance with policies and procedures agreed upon by the parties.

ARTICLE 33.

This Contract award is made as a result of a Request for Proposals issued by the Agencies pursuant to the requirements of the New Mexico Procurement Code, Section 13-1-1 through 13-1-199, *et seq.*, NMSA 1978, as well as the Agencies Procurement Code Resolution 12-24 relating to the procurement of professional services.

ARTICLE 34.

This Contract including all attachments was approved in open public session by the Governing Body of the San Miguel County Commission on _____, 2025 and the City of Las Vegas City Council on _____, 2025 when both public entities authorized their County & City Manager to execute the Contract.

Effective Date: _____

SAN MIGUEL COUNTY

CITY OF LAS VEGAS

Joy Ansley
County Manager
San Miguel County

Robert A. Anaya
City Manager
City of Las Vegas

Louanna Ortega
County Clerk
San Miguel County

Casandra Fresquez
City Clerk
City of Las Vegas

Approved as to Form & Legal Sufficiency

Ambrosio Castellano
San Miguel County Attorney

Geno Zamora
City of Las Vegas Attorney

American Medical Response Ambulance Service, Inc.

Glenn Kasprzyk
Regional President

ATTACHMENT A

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICES SCOPE OF SERVICES

STATEMENT OF NEED AND OVERVIEW OF PROVIDER MISSION

American Medical Response Ambulance services provides advanced life support (ALS) services (EMT-Paramedic or EMT-Intermediate level) emergency medical services and non-emergency transport to the residents of contracted entities. When staffing ambulances, only one (1) EMT-Intermediate ambulance shall be in operation in each area, the others must be EMT-Paramedic ambulances.

INCORPORATED AS ITS SCOPE OF WORK, PROVIDER SHALL:

1. GENERAL AGREEMENTS: Provider shall:

1.1. Provide for effective and efficient medical transport and related services for the residents of the City of Las Vegas and County of San Miguel.

1.2. Comply with stipulations and agreements embodied in RFP #2023-001, the Provider's proposal to RFP #2023-001 which are incorporated by reference in their entirety and made part of this Contract.

1.3. Provide emergency and non-emergency non-ambulatory medical transport services and related EMS care within the specified area, and shall coordinate the provision of services with other medical and emergency provider within San Miguel County.

1.4. Notify the Agencies six (6) months in advance of the end of the existing Contract period of its intent to exercise its right to refuse to continue the Contract and provide documentation of financial inability.

1.5. Staff all ambulance service vehicles that respond to emergencies with a minimum of one State licensed paramedic or one State licensed intermediate EMT. In the event of system overloads, emergency ambulances may be staffed by two state licensed EMT basics or higher certification. A system overload shall be defined as any incident or coinciding incidents that stress the response system beyond their capabilities.

1.6. Compile, maintain, and make available for inspection and audit upon request by the contracted Agencies or any agency of the State of New Mexico, all records relating to the services to be provided under this Contract for a period of seven (7) years.

1.7. Ensure that ambulances that respond to emergency calls meet the minimal requirements of the latest edition of the Department of Transportation's KKK specifications.

1.8. Ensure that ambulances are not used for personal errands or any other non-business function(s) when it could hinder patient care.

1.9. Be the sole operator of the ambulance service denoted in this Contract, and ambulance operations including ambulance maintenance and patient transport. It shall provide the necessary staffing, life support systems and mobile communications equipment as necessary for the proper functioning of the ambulance service.

1.10. Shall be solely entitled to perform, and responsible for performing, billing of patients and third-party payers for Services provided hereunder. Agencies shall not bill or permit any other party to bill patients or third-party payers, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an emergency call. Provider's Rates shall be in accordance with the State of New Mexico rate tariff.

1.12. Be strictly accountable for all receipts and disbursements as the administrator under this Contract. The medical accounting records relating to operation of the ambulance service shall be made available to the Agencies for inspection at the end of the Provider's fiscal year.

2. ANNUAL REVIEW:

A formal annual review will be conducted in which the Provider and the Agencies will discuss performance, challenges, successes and any other items deemed relevant to Provider's timely and professional delivery of emergency transport services to the residents.

3. COMPLIANCE WITH LAWS AND REGULATIONS: Provider shall:

4.1. Comply with State and Federal laws, including Medicare and Medicaid Laws and Regulations. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b), as amended. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S. Section 1320a-7b), as amended.

4.2. In addition to compliance standards detailed in the Contract, comply with all laws, regulations, and policies of the State of New Mexico, the County of San Miguel, and the City of Las Vegas in the performance of its duties under this Contract including the standards of the National Integrated Incident Management System. The Agencies may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this scope of work.

4.3. Obtain the written approval from the Agencies prior to entering into any Mutual Assistance Agreement.

4. RECORDS MAINTENANCE AND RETENTION:

Provider shall maintain, retain and make available to the Agencies and/or its designees, upon request, records of the following for a period of seven (7) years from date of service.

5.1. All patients/clients served including, whenever available, information about whether or not the patients/clients are insured or uninsured and their County/City residency status, gender, age, ethnicity and residency location within the service area.

5.2. Billing and medical records for all Indigent eligible patients.

5. EMPLOYEE WAGE AND BENEFIT SCALE:

Provider shall maintain employee wage and benefit scales and related information contained in the RFP as a minimum contractual commitment.

7. RESPONSE TIMES:

Provider shall reach emergency response calls within the city limits in seven (7) minutes or less. Response to County areas shall reflect a twenty (20) minute maximum response time depending on area.

8. PROBLEM RESOLUTION:

All problems and issues between Agencies and Provider, with reference to contractual requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, Attachment C.

9. SCENE MANAGEMENT:

All scenes shall be managed using the San Miguel County Standard Incident Command Structure (ICS).

INSURANCE REQUIREMENTS FOR THIS PROVIDER, AS REFERENCED BY THE CONTRACT, ARTICLE 8, INCLUDE:

1. Automobile liability.

Automobile liability insurance covering Provider's owned, non- owned, hired and leased vehicles with limits not less than \$1,000,000 per occurrence.

2. Commercial, General Liability.

Commercial general liability insurance shall cover liability arising from products and completed operations, premises, contractual liability, personal injury and advertising injury covering bodily injury and property damage, with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate limit.

3. Professional Liability.

Provider shall maintain professional liability insurance covering bodily injury, with a limit of not less than \$1,000,000 per occurrence and 3,000,000 in the aggregate.

4 Worker's Compensation.

Provider shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes; and employer's liability insurance with a limit of not less than \$100,000.

5. Claims Made.

In the event the company elects to obtain insurance required under this Agreement on a "claims made" basis, then such coverage shall be renewed or continued without lapse.

6. Certificates of Insurance.

Upon request, Provider shall furnish the Agencies with Certificate(s) of Insurance issued by Provider's insurer as evidence that the coverage is: 1) placed with reasonably acceptable insurers; 2) detailed on the Certificates as specified in this Contract; and 3) is in full force and effect on the commencement date of service. Provider shall also furnish updated Certificates as policies are renewed.

7. Additional Insured.

The insurance coverage required hereunder, except worker's compensation and professional liability, shall name the Agencies, its employees and officers, as additional insured's.

8. Notice of Cancellation.

Provider shall immediately notify the Agencies in writing, of Provider's cancellation of its insurance coverage.

9. Supplemental Insurance.

During the term of this Contract, Agencies, in their reasonable discretion, may require Provider to obtain additional coverage or increase the amount of any insurance Provider carries to the extent the coverage is reasonably and commercially available to Provider (Supplemental Coverage"). In such event, Agencies shall pay to Provider the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Provider's duty to obtain such Supplemental Coverage.

10. Market Fluctuations.

The Agencies acknowledge that, from time to time, insurance market fluctuations may increase the premiums Provider may pay in order to secure the coverage required under this Contract. In the event that the premiums increase during the term of the Contract, the Agencies agree to consider in good faith the Provider's request for an equitable adjustment in Provider rates to cover the increased cost.

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA Business Associate Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the City of Las Vegas and County of San Miguel hereinafter referred to as "The Agencies" or "Business Associate" and AMR, hereinafter referred to as "Provider" or "Covered Entity" and is an attachment to a services agreement wherein Provider shall provide services to the Agencies.

RECITALS:

WHEREAS, the services agreement may require the disclosure by the Covered Entity to Business Associate of certain Protected Health Information (as defined in 45 CFR 164.501 of the HIPAA Privacy Rule); and

WHEREAS, Business Associate and the Covered Entity are required to enter into a business associate agreement pursuant to the requirements as set forth in the HIPAA Privacy Rule, Title 45 Code of Federal Regulations ("CFR"), Parts 160 and 164; and

WHEREAS, in performing these services, Provider will submit, receive, create or access certain Protected Health Information ("PHI") of participants and beneficiaries covered under the services agreement and accordingly is a "Business Associate" as defined in the Privacy Rule; and

WHEREAS, the Provider is a "Covered Entity" within the meaning of the Privacy Rule; and

WHEREAS, the parties desire to enter into this agreement to comply with the provisions in the Privacy Rule requiring a Business Associate to provide adequate assurances to a Covered Entity with respect to the confidentiality of PHI.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164, Subparts A and E.

1.1. "Business Associate" shall mean the City of Las Vegas and the County of San Miguel.

1.2. "Covered Entity" shall mean the Provider, "AMR."

1.3. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 154.501.

1.4. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.02(g).

1.5. "Individually identifiable health information" shall have the same meaning as the term "individually identifiable health information" in 45 CFR 160.103. Specifically, "Individually identifiable health information" shall mean information that is a subset of health information, including demographic information collected from an individual, and: 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and i) that identifies the individual, or ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.6. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.7. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Specifically, "protected health information" shall mean individually identifiable health information that is: 1) transmitted by electronic media; 2) maintained in electronic media; or 3) transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in: 1) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 D.S.C. §1232g; 2) records described at 20 D.S.C. §1232g(a)(5)(B)(iv); and 3) employment records held by a Covered Entity in its role as an employer.

1.8. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

1.9. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

2.1. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

2.2. Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information, other than as provided in this Agreement.

2.3. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4. Business Associate shall report to the Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement and about which Business Associate becomes aware.

2.5. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.

2.6. Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner to be designated by the Covered Entity, to Protected Health Information in a Designated Record Set (if applicable) to the Covered Entity or, if directed otherwise by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.7. Business Associate shall make any amendment(s) to Protected Health Information in a designated Record Set (if applicable) that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner to be designated by the Covered Entity.

2.8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from or created or received by business associate on behalf of the Covered Entity available to the Department of Health and Human Services in accordance with 45 CFR 160.31 o (c) for the purposes of determining Covered Entity' compliance with the Privacy Rule.

2.9. Business Associate shall document all disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

2.10. Business Associate shall provide to the Covered Entity or to an Individual, in the time and manner to be designated by the Covered entity, information collected in accordance with subparagraph 2.9 of this Section, to permit the Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Specific use and disclosure provisions:

3.1. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to the Covered Entity as relating to the health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(0)(1).

4. OBLIGATIONS OF COVERED ENTITY.

Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions:

4.1. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.2. Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practice of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.52, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. TERM AND TERMINATION.

5.1. Term. The Term of this Agreement shall be effective as of the date hereof and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or, if it is not feasible to return or destroy all Protected Health

Information that Business Associate maintains in any form, the protections of this Agreement shall be extended to such Protected Health Information in accordance with the termination provisions in this Article 5.

5.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by the Business Associate, Covered Entity shall either: i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Agreement if Business Associate does not cure the breach or end the violation within a time that shall be designated by the Covered Entity, or ii) immediately terminate this Agreement and the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or iii) if neither termination nor cure are feasible, Covered Entity shall report violation to the Secretary.

5.3. Effect of Termination.

5.3.1. Except as provided in subparagraph 5.3.2., upon termination of this Agreement or the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction not feasible, for so long as the Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS.

6.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

6.2. Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule and HIPAA.

6.3. Survival. The respective rights and obligations of the Business Associate under Section 5.3 in this Agreement shall survive the termination of this Agreement and the Agreement.

6.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

ATTACHMENT C

PROBLEM RESOLUTION PROCEDURE

Objective

1. To provide Agencies and Provider with a means to identify and resolve issues as they rise.
2. To institute a workable procedure for resolving issues which are not resolved on the individual basis.

Introduction

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness of all parties and thoroughness of investigation of all facts must be applied in all cases.

Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

Step I

Upon identification of a situation requiring application of this problem clearance procedure, those individual's directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step II of this procedure be applied.

Step II

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If, however the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of the meeting should be to resolve this issue so that it does not recur. Resolutions may address related area of training, policy revision and/or policy development, etc.

Step III

Those issues not resolved through Steps I or II of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps I and II. Situations of this significance will be forwarded to the COO, City and County Manager or other agency identified representative(s).

The designated representative from: each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter are prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the City and County Manager shall determine a resolution. The City and County Manager shall have the authority in determining such resolution to require any corrective action, within reason. Such resolution shall be delivered to Provider in writing and shall include the timelines under which any corrective action shall occur.

Types of Problems

- Conflicts in the field (medical and other)
- Non-compliance with designated care guidelines Destination concerns (wrong one, wrong type)
- Mode of transport (air, ground, police, POV)
- Dispatch of resources (wrong one, wrong type)

ATTACHMENT D
RESPONSE MAP

ATTACHMENT E

Consolidated Statement of Operations and Comprehensive Income(Loss)

(Unaudited, Amounts in thousands)

	Year
Revenue	\$
Operating Expenses:	
Employee wages, benefits and taxes	
Maintenance, fuel and other direct expenses	
Insurance expense	
Other operating expenses	
Depreciation and amortization	
Total operating expenses	
Operating income	
Management fee expense	
Net income (loss) before income taxes	
Income tax (benefit) expense ⁽¹⁾	-
Net income (loss)	

⁽¹⁾ Certain tax provision items are recorded at the Parent company level

**CONTRACT FOR EMERGENCY
AMBULANCE SERVICES**Agreement / Contract
No. 3983-23
City of Las Vegas
Date

This Contract made and entered into this 14 day of July, 2023, by and between the County of San Miguel and the City of Las Vegas New Mexico, hereinafter referred to as ("The Agencies") with American Medical Response Ambulance Service, Inc. ("AMR"), hereinafter referred to as "Provider." The parties here determine that the Provider has the expertise to provide the services stipulated under Article 1, "Services to be provided" and incorporated Attachments, "Attachment A" Scope of Work, and "Attachment B" HIPAA Business Associate Agreement.

Therefore, the parties do agree as follows:

Agencies understand that this Agreement is conditioned upon the New Mexico Public Regulation Commission's ("PRC") approval of a Certificate of Necessity ("CON") for Provider for San Miguel County and the City of Las Vegas, New Mexico. In the event the PRC does not grant Provider a CON over the Agencies, this Agreement shall be null and void. The agencies agree to reasonably support Provider's application to amend its authority in support thereof. Notwithstanding anything to the contrary, the services performed under this Agreement shall not commence unless and until Provider has regulatory authority to proceed.

ARTICLE 1. SERVICES TO BE PROVIDED:

As a condition of the funding described in Article 4, below, the Provider agrees that it will implement, in all respects, the activities outlined in the "SCOPE OF WORK," attached hereto as "Attachment A." The Provider agrees to make no decrease in these services described in this Contract and all incorporated Attachments without first submitting a written request to the Agencies obtaining prior written approval of the proposed change. In addition, the Provider shall:

1. REQUIRED MEETINGS

Attend quarterly meetings as scheduled by the Agencies to discuss any and all issues which have occurred during the response quarter. In order to facilitate collaboration, attendance at quarterly meetings is mandatory. The Agencies may schedule additional meetings as deemed necessary.

2. RECORDS RETENTION

Maintain records of the clients served, as specified by the Agencies, including information about whether the clients have insurance (Medicaid, Medicare, health, auto etc.), are insured or uninsured and their residency status, gender, age, community location, average age. Such records will be kept by the Provider and will be held available for review by the Agency. Information will be provided without any violation of HIPAA laws or other confidential laws in effect, within the service area.

3. HIPAA COMPLIANCE

The Provider agrees to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, related regulations, as amended ("HIPAA") in the event the Provider receives patient records or information (Protected Health Information as defined by HIPAA). In particular, the Provider agrees to comply with the provisions set forth in "Attachment B" regarding such Protected Health Information. The Provider's obligations under this sub-part shall survive the expiration or termination of this Contract regardless of the reason for such termination.

4. ACTIVITY REPORTS

Submit quarterly activity reports, including demographic data, incident reports and an annual audit report on call volume, to the Agencies during the quarterly meetings. The Agencies may require additional information as deemed necessary and agreeable by the parties, including an income statement that substantially conforms to the form in Exhibit E for 911 and inter-facility transports, as well as numbers of 911 calls and inter-facility transports.

5. MONITORING

The Provider shall allow the Agencies staff to observe Provider's activities, interview the population served, allow records evaluation and shall provide requested information through the annual audit period for the Agencies (generally up to four months into the following Fiscal Year).

6. COMPLIANCE

The Provider agrees to comply with all applicable Federal and State Laws, Regulations and Orders. The Provider shall also be bound to observe all Ordinances, Resolutions, rules and regulations currently in effect or to become effective in the future to the extent that they do not conflict with the autonomy of the Provider as expressed in this Contract. The Provider shall notify the Agencies, as soon as possible, in writing of any incidents occurring while performing any Ambulance Services that may raise liability issues.

7. EXCLUSIVE OPERATING AREA

Agencies hereby grant Provider the exclusive right to provide the services within the County of San Miguel and the City of Las Vegas, excluding the Conchas area which will be serviced by the County (the "Service Area"). Agencies shall require City PSAP, DPS PSAP and the Santa Fe Regional Communication Center to receive emergency medical calls and/or to dispatch emergency ambulances within the Service Area ("Communications Centers") to direct such calls to Provider in accordance with the dispatch protocols agreed upon by Provider and Agencies ("Dispatch Protocols"). Agencies shall not permit any other provider of ambulance services to respond to medical calls within the Service Area requiring emergency dispatch, as defined in 42 CFR Section 414.605 and/or in the Dispatch Protocols ("Emergency Calls"), regardless of whether such calls are placed through the 911 system or to a seven digit number. Agencies shall

require that all such Emergency Calls, including those received on seven-digit numbers, be routed to Provider as provided in the Dispatch Protocols. This section shall further extend to non-emergent inter-facility transports within the Service Area.

The Agencies understand that the Provider should be available for Mutual Aid with certain areas, such as Conchas (which is San Miguel County), Mora or Eastern Santa Fe County. Mutual Aid, in the Agencies' opinion, is for 'life or limb' intercepts, when a higher level of care is required to provide the best possible chance of survival and recovery for the patient. Mutual Aid shouldn't be abused by these areas for reasons of convenience.

ARTICLE 2. PERIOD OF PERFORMANCE:

The period of performance of this Contract shall be from the date Ambulance Services begins service with the intent to continue for two (2) years, with the possibility of renewal for an additional two (2) years, after a performance evaluation, for a total of four (4) years, in accordance with the State of New Mexico procurement requirements and contingent on funding for the term of this contract.

ARTICLE 3. PLACE OF PERFORMANCE:

The Provider shall perform the required services in the City of Las Vegas and throughout San Miguel County or any other location(s) approved by the Agencies.

The Provider shall actively take measures to become knowledgeable with Agencies street names and locations along with county addressing in the incorporated municipalities of Las Vegas and Pecos, as well as surrounding areas, including but not limited to New Mexico State Highway 3, Tecolote, Tecolotito, Pandaries, Sapello, Trementina and all regions within the boundaries of San Miguel County. As part of the subsidy, the County of San Miguel shall provide an ambulance station and two ambulances in the western part of San Miguel County, as well as property to house an ambulance station and AMR owned ambulances in the Las Vegas area to house Provider's ambulances and personnel for the duration of this Agreement.

ARTICLE 4. REQUIRED NUMBER OF AMBULANCE UNITS:

The Provider must maintain an adequate response plan for the City of Las Vegas and County of San Miguel. It should consist of a minimum daily staffing level of four (4) dedicated ambulances for the indicated response areas at all times and one (1) EMT-Paramedic Shift Supervisor, not assigned to an ambulance unit. Three of the units are to be stationed in the Las Vegas area with the fourth unit stationed in the western portion of the County within five (5) miles of Pecos in a County owned building. All four units will be full twenty four hour units. At least one of these ambulance units in each response area shall have 4x4 driving capabilities. The Provider agrees to staff the third (3rd) Las Vegas ambulance for the purpose of being utilized as a combination unit that responds to both emergency 911 and nonemergency/inter-facility transports. All ambulances shall be staffed in accordance with New Mexico regulations; however, Provider shall ensure each ambulance is staffed at a minimum with either one (1) licensed EMT-Intermediate or one (1) EMT-Paramedic and one (1) licensed New Mexico EMT-Basic. Only one (1) of the Las Vegas trucks shall be staffed with an EMT-

Intermediate per shift; the other two (2) shall be staffed with an EMT-Paramedic, unless otherwise agreed to by the parties based on unforeseen circumstances.

The Agencies understand that the PRC has granted a waiver (Case No.21-00296-TR-M) to allow one (1) licensed provider on an ambulance and in the patient compartment, which would allow the other provider to be unlicensed. The Agencies acknowledge the challenges of staffing licensed personnel, and are amenable to an unlicensed provider only when licensed providers are not available to keep an ambulance in service, and only as a member of a crew with an EMT-Paramedic. The unlicensed provider must be enrolled in an EMT-Basic class and have signed an agreement to become NM State licensed within a year of date of hire. If at any time the PRC revokes this waiver, the Agencies will no longer allow this staffing arrangement.

The Agencies shall be sent copies of monthly schedules, including staffing and licensure levels, per ambulance. In addition, the Provider shall advise the City of Las Vegas PD Dispatch as well as NMSP Dispatch which units are in service and what the staffing levels are, daily. This shall be done each morning, after shift change.

A procedure for non-emergency, non-911 responses (inter-facility transports, in-town transfers and airport transfers) shall be established that will not interfere with the emergency staffing levels. The Agencies and Provider shall develop this procedure jointly, and share with the local hospital. Non-emergency response requests should be answered by providers dispatch center, and reviewed for the appropriate dispatch of ambulance crews. When possible, so as not to deplete emergency services in San Miguel County, stable non-emergency transports that are leaving from the City of Las Vegas to other points and places outside of the County, should be strategically intercepted by other units when available. For non-emergency transportation services within San Miguel County, local available ambulances will conduct such transports, provided that units are available, and do not deplete services. At no time during the non-emergency transport should emergency staffing levels be impacted.

In cases when a non-emergency transport is needed for patients to points outside of San Miguel County, the provider shall assign a unit to perform this task so long as there are at least two ambulances available in the system. Additionally, if the transport is deemed an emergency to another facility outside the County, the Provider, when necessary, shall dispatch a local ambulance who will intercept with another unit in order to minimize the San Miguel Emergency System.

The three (3) ambulance units in the Las Vegas area shall be responsible for response in the following areas: City of Las Vegas, northern San Miguel County, Eastern San Miguel County to Corazon Hill on NM State Highway 104, Southern San Miguel County, and Western San Miguel County to NM State Highway 3. The one (1) ambulance unit in the Pecos area shall be responsible for response in Western San Miguel County, including the communities on NM State Highway 3 and the Village of Pecos. In times of response overload, ambulance units can and should overlap response areas, as per required need. Attachment D shall be a color-coded map identifying coverage.

Should any or all of the four (4) Ambulance units available for service within response area become unserviceable; the Provider agrees to replace the unit(s) with a fully equipped and operational unit(s) within two (2) hours of unserviceability.

All ambulances used to provide shall be licensed and equipped with all supplies and equipment required by State law and by Agencies policies and procedures agreed upon by Provider and shall be maintained in good working order in accordance with Provider's maintenance policies and procedures.

ARTICLE 5. COST AND PAYMENT:

The total amount paid by Agencies to Provider under the Contract for the period of performance specified above shall not exceed the amount specified below and be funded annually by the Agencies for the term covered by this Contract. Payment to the Provider shall be made in the course of the Contract period of performance in:

- Twelve (12) equal monthly installments per calendar year
- Contract amount: \$1,400,000 (One million, four hundred thousand dollars), excluding Gross Receipts Tax, per calendar year. Provider may annually request an increase to the Agencies of the greater of (i) 3% or (ii) the percentage increase in the Medical CPI during the most recent 12 month period for which published figures are available from the U.S. Department of Labor. "Medical CPI" as used above shall mean the medical care consumer price index (consisting of medical care commodities and medical care services) for national All Urban Consumers (CPI-U), or the most comparable successor index if such index is discontinued.
- Gross Receipts Tax shall be in addition to any subsidy and shall separately invoiced monthly by AMR and payable within 30 days of receipt of invoice.

The Provider shall agree to provide courtesy care to County and City first responders who are "on-duty" while working on an incident. Courtesy care may include but not be limited to evaluation, oxygen or rehab services. The Agencies agree that the Provider should pursue payment from insurance, Worker's Comp (if applicable), or VFIS (if applicable) if expenses are incurred during courtesy care, but agrees not to pursue payment of the balance by the individual assisting with the incident in partial consideration for the Agency subsidy.

The Provider also agrees to provide transport of San Miguel County Detention Center inmates in emergent situations to the nearest appropriate hospital. If the inmate has insurance, the Provider shall bill the insurance. If the inmate doesn't have insurance, the Provider agrees to bill the Agencies at the greater of the Medicaid rate, or 35% of the standard charges, in partial consideration for the Agency subsidy.

ARTICLE 6. NOTICE: Any notices made pursuant to this Contract shall be sent to:

FOR THE AGENCIES:

San Miguel County
Joy Ansley, County Manager
500 W. National, Ste. 201
Las Vegas, NM 87701
505-425-9333
jansley@co.sanmiguel.nm.us

FOR THE PROVIDER:

AMR
Joaquin Graham, Regional Director
3201 University Blvd. SE, Ste. 105
Albuquerque, NM 87106
575-640-6521
Joaquin.Graham@gmr.net

City of Las Vegas
Leo Maestas, City Manager
1700 N. Grand Ave.
Las Vegas, NM 87701
505-454-1401
hmaestas@lasvegasnm.gov

ARTICLE 7. ASSIGNMENT OF CLAIMS:

The Provider shall not assign nor delegate any interest in this Contract or transfer any interest or for money due or to become due under this Contract, without the written consent of the County and the City.

ARTICLE 8. HOLD HARMLESS:

The Provider shall hold harmless, indemnify and defend the Agencies and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, fees of attorneys, costs, and/or actions of any kind and nature whether from death, bodily injury or damage to property resulting from or related to the Provider's negligence or intentional acts, errors or omissions in the Provider's performance under this Contract. The Provider's agreement to hold harmless, indemnify and defend shall not be affected nor terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of the Contract, for negligence, acts, error or omissions to act occurring during the term of this Contract.

To the extent allowable under law, including the Anti-Donation Clause, Article IX, Section 14 of the State of New Mexico Constitution, Agencies shall indemnify, defend and hold Provider, and its employees and agents harmless against any claims, liability, losses or damages (collectively "Claims"), incurred by the Provider which arise from any breach of this Agreement or any negligent, intentional or other tortious act or failure to act of the Agencies related to the performance of this Agreement. This provision shall survive the termination of this Agreement. The Provider agrees to promptly notify the Agencies of any Claim against it which it expects to give rise to a duty of indemnity by the Agencies.

ARTICLE 9. INSURANCE:

For the duration of the Contract and until all work specified in the Contract is completed, the Provider shall maintain in effect all insurance as required below and comply with all limits, terms and conditions stipulated herein, and as required by the Public Regulation Commission of New Mexico. Evidence of such insurance shall consist of a completed copy of the Certificate of Insurance (and/or Endorsement), signed by the insurance agent for the Provider and returned to the Agencies, which Certificate or Endorsement shall include evidence of the right of the Agencies to notice of non-payment or and notice of cancellation, with this signed Contract. If for any reason, any cancellation or non-renewal occurs in the

insurance coverage during the course of the Contract, Provider shall give City thirty (30) days written notice of such change.

1. The insurance policy (policies) shall be written and the certificates(s), returned with this Contract, shall reflect that:

- a. All insurance required is in effect.
- b. The Agencies are an additional insured on the Provider's general liability policy, if required, with respect to activities under the Contract and shall include evidence of the right to notice of non-payment or and notice of cancellation to the each of the Agencies.
- c. The insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.
- d. For auto and general liability policies only, the insurance afforded therein shall be primary insurance and any insurance or self-insurance of the Agencies shall be excess and not contributor insurance.
- e. Waiver of subrogation on workers compensation in favor of the Agencies.

2. Provider shall obtain insurance of the types described below from an insurer with an A.M. Best rating of not less than A-VII. Provider must return any required insurance documents, including declarations page with limits stated below, with this signed Contract in order to place it into effect.

ARTICLE 10. RESPONSE TIME:

The Provider will use best efforts to respond within 7 minutes, 90% of the time. Where more than one ambulance is sent in response to the same incident, the response time shall be calculated from the first dispatch to the first arrival on the scene. In the first hour of standby coverage ordered by the Incident Commander from any public safety agency, late responses caused by the need for standby coverage may be exempt from compliance standards. Further, the Incident Commander may suspend the response time requirements system-wide for the duration of the standby if two or more simultaneous standby events occur or two or more units are committed to the same standby at any time. For purposes of determining response times, an exemption shall be granted when the Agencies Management Team determines that a response time failure was substantially caused by one of the following circumstances:

- Incorrect or inaccurate dispatch information;
- Material change in dispatch location;
- Disrupted voice or radio transmissions not caused by the Provider's error, negligence, or inadequate maintenance;
- Scheduled or unscheduled CAD failure;
- Delays caused by traffic secondary to the incident or other unavoidable traffic delays (including road construction, trains, etc.)

- Inadequacy of one or more infrastructure elements in the area of response (such as condition of roadway, lack of road signs or addressing, lighting);
- Periods of unusual system overload, defined as:
 - greater than two simultaneous or overlapping emergency / urgent responses within the City/County; or
 - greater than four simultaneous or overlapping emergency / urgent responses within the City/County and mutual aid areas; or
 - Two responses dispatched within ten (10) minutes of one another
 - Severe weather conditions which impair visibility or create significant unsafe driving conditions;
 - Organized labor actions outside of the Provider's organization which intentionally delay response times or impair service delivery capabilities;
 - Delays caused by a facility being unable to receive a patient; or
 - A reasonable decision by the Provider representative to reduce a call initially dispatched as emergency to a non-emergency response based upon advice by a public safety official;
 - Any delay caused by unusual circumstances that the Provider can reasonably document, which will be reviewed by the Agencies Management Team on a case by case basis and accepted or rejected by the City & County Manager following a recommendation from the Management Team.

Response Times:

Provider's response time for requests for emergency medical services shall be dispatched by the local PSAP, and shall meet the following performance standards:

- a. Provider's response times shall be calculated on a monthly basis for reporting purposes to determine compliance using percentile response time measurements. Response times for months with low call volume (less than 100 calls per month) shall be calculated once the Provider has responded to 100 calls in a given month.
- b. Provider shall use best efforts to meet a response time for Services in the Primary Service Area of 7 minutes.

Reporting and Calculating Response Compliance:

Emergency response times and compliance percentages shall be calculated at the conclusion of each calendar month and reported to the Agencies Management Team at the next regular meeting. All time values shall be reported using a 24-hour clock, including hour, minute and second values. Exceptions to this will be considered if such data is unavailable due to communications system failure. Compliance values will be reported in whole number percentages with decimal values of .5 or more being rounded up and values of less than .5 rounded down. Response times for emergency calls shall be calculated from the time of dispatch by the approved ambulance dispatch agency, to the time of arrival on-scene of a first responder who is an agent of the Provider including but not limited to the arrival of an appropriately staffed medical transport unit. Any response by a first responder without medical transport capability must be followed by the arrival of a medical transport unit within the maximum individual response time applicable for the zone, unless within that time the initial responder has made a

reasonable medical determination that transport will not be necessary and has reported that determination to the approved ambulance dispatch agency.

Penalties: No penalties shall be imposed as a result of any failure by Provider to meet the performance standards herein.

COMPLIANCE STANDARDS:

The Provider must comply with all laws, regulations, ordinances, and policies of the State of New Mexico, and of the local Agencies in the performance of its duties under this Contract, including the standards of the National Integrated Incident Management System. The Agencies may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this Article. The Provider shall not enter into any Mutual Assistance Agreement without the written approval of the Agreement by the Governing Bodies.

ARTICLE 11. TERMINATION OF CONTRACT.

The initial contract of FY 2023/2024, based on this Contract can be extended for two (2) two (2) year periods upon approval of the Agencies and Provider. The Agencies may refuse to review or extend the contract at their discretion, for any reason including unsatisfactory performance by the Provider, or unavailability of funds as provided under Article 26. Upon completion of the first year of the contract the current rate of pay may be renegotiated for the following year.

In the event of contract termination, the Provider shall be reimbursed for completed work that is approved by both the Agencies. In no event shall the dollar amount exceed the amount of the Contract. The Agencies are responsible for payment to Provider for any and all services actually rendered by Provider under this Contract. Provider may terminate this Agreement with or without cause on two hundred seventy (270) days written notice to Agencies.

ARTICLE 12. NO AUTHORITY TO BIND AGENCIES.

The Provider agrees not to purport to bind the Agencies to any obligation not assumed herein by the Agencies unless the Provider has express written authority from, the City & County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 13. CONFLICT OF INTEREST.

The Provider warrants that it presently has no interest, and shall not acquire any interest during the term of this Contract, which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall be brought to the attention of the Agencies and appropriate action acceptable to the Agencies shall be taken. The Provider's failure to inform the Agencies of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the Agencies.

ARTICLE 14. INDEPENDENT CONTRACTOR.

Nothing in this Contract is intended or should be construed in any way, to create or establish a partnership relationship between the parties or to establish the Provider as an agent, representative or employee of the Agencies for any purpose or any manner whatsoever. The Provider and its employees shall not accrue leave, retirement, insurance or any other benefits afforded to employees of the Agencies. Provider's employees, servants, agents, or representatives are not and shall not be deemed employees of the Agencies and shall not bind either agency in any respect.

ARTICLE 15. PROCUREMENT CODE:

The Procurement Code, 13-1-1 through 13-1-199, NMSA 1978, as well as the Agencies Procurement Code Resolution No. 12-24 imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE 16. AMENDMENTS:

This Contract shall not be altered, changed or amended except by written instrument signed by both parties.

ARTICLE 17. SOVEREIGN IMMUNITY:

By entering into this Contract, the Agencies and its "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any defense, or any limitations of liability pursuant to law. No provision of this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

ARTICLE 18. WAIVER:

Any waiver of any breach of any covenant, term, condition or agreement in this Contract to be kept and performed by the Provider shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Agencies from declaring a default for any succeeding breach either of the same covenant, term, condition or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by Law.

ARTICLE 19. MERGER OR PRIOR AGREEMENTS:

This Contract incorporates all the conditions, agreements and understanding of the parties concerning the subject matter of this Agreement. All such conditions, understandings and agreements have been merged into this written Contract. No prior condition, agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.

ARTICLE 20. PARAGRAPH HEADINGS:

Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 21. THIRD PARTY BENEFICIARY:

It is agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create on behalf of the public or any member thereof the status of third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit based upon this Contract.

ARTICLE 22. PERSONAL LIABILITY:

No elected or appointed official, employee, servant, agent or law enforcement officer of the Agencies shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility

ARTICLE 23. GOVERNING LAW:

This Contract shall be construed in agreement with the laws of the State of New Mexico with venue set in 4th Judicial District Court, New Mexico. The Provider shall also comply with all applicable federal and local laws, ordinances, and the rules and regulations of the Agencies. Arbitration will not be used in case of disputes. Mediation is encouraged before litigation.

ARTICLE 24. BINDING EFFECT OF AGREEMENT:

Both parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, and successors to the Contracting parties.

ARTICLE 25. SEVERABILITY:

If any clause or provision of the Contract is held to be illegal, invalid or unenforceable, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either party can no longer reasonably perform pursuant to the remaining Contract terms, or if either party can no longer carry out the purpose of the Contract, the Contract is voidable and no damages shall accrue to either party.

ARTICLE 26. NON-APPROPRIATION:

The Agencies' obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments. If the Agencies do not appropriate funds for the continuation of this Contract, this Contract will terminate upon written notice of that effect to the Provider. The Agencies determination that sufficient funds have not been appropriated is firm, binding and is not subject to review.

ARTICLE 27. SUBCONTRACTING:

Provider may enter into subcontracts and mutual aid agreements with licensed ambulance providers, as deemed necessary by Provider to insure adequate coverage throughout the Service Area. (All such

mutual aid agreements and subcontracts shall be subject to Agencies' written approval; which approval shall not be unreasonably withheld.) All subcontractors ("Subcontractors") shall meet the applicable requirements of this Agreement.

ARTICLE 28. NOTICE TO PROCEED:

It is expressly understood that this Contract is not binding upon the Agencies until approved and signed by the City & County Manager, and further, that the Provider is not to proceed with its obligations under the Contract until the Provider has received a fully signed copy of the Contract.

ARTICLE 29. DUPLICATE ORIGINALS:

This document shall be executed in no less than three (3) counterparts, each of which shall be deemed an original.

ARTICLE 30. COMPLIANCE WITH GOVERNING LAW:

This Contract shall be construed in agreement with the Laws of the State of New Mexico. The Provider shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Provider shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990 regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Provider shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended {20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)}, which prohibit discrimination on the basis of handicaps; the Age Discrimination in Employment Act; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 31. CUSTOMER SERVICE STANDARDS:

Provider agrees to establish and maintain Customer Service Standards that assure equal treatment, with dignity and respect, of all customers and/or patients. Provider shall make available to both Agencies, its Customer Service Standards and Customer Service Inquiry Process.

ARTICLE 32. AGENCIES FIRST RESPONDER OBLIGATIONS

In performing First Responder Services, Agencies shall comply with the following requirements: Agencies shall require its fire service first responder medical personnel ("First Responder Personnel") to work collaboratively with Provider Personnel. In the event First Responder Personnel arrive at an

incident scene prior to Provider, event First Responder Personnel shall assume temporary medical control of the scene until Provider's arrival, at which point Provider shall assume medical control unless on scene event First Responder Personnel hold a higher licensure or certification than on scene Provider Personnel.

Provider shall be entitled to include, in its charges to patients and third-party payers, charges for services performed or supplies utilized by event First Responder Personnel.

In consideration of the foregoing, Provider shall, without charge, restock the disposable medical supplies agreed upon by the parties when utilized by Agency personnel in treating patients transported by Provider.

Agencies shall assure and certify in writing to Provider prior to the effective date hereof, and on an annual basis thereafter, in a format acceptable to Provider, that none of its First Responder Personnel providing patient care are "Ineligible Persons". Ineligible Persons shall include any individual who: (1) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or nonprocurement programs; or (2) has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320aies-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. Agency shall ensure that all First Responder Personnel are not Ineligible Persons, by implementing the following screening requirements:

Agencies shall screen such persons against the Exclusion Lists within thirty days of the effective date hereof and annually thereafter.

As part of the hiring process for any new First Responder Personnel hired after the effective date hereof, Agencies shall require such persons to disclose whether they are an Ineligible Person and shall screen them against the Exclusion Lists.

Agencies shall implement a policy requiring all first responder personnel to disclose immediately any debarment, exclusion, suspension, or other event that makes that person an Ineligible Person.

"Exclusion Lists" include: (i) the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://oig.hhs.gov>); and (ii) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://epls.arnet.gov>).

Agencies shall cooperate with Provider in performing quality improvement activities in accordance with policies and procedures agreed upon by the parties.

ARTICLE 33.

This Contract award is made as a result of a Request for Proposals issued by the Agencies pursuant to the requirements of the New Mexico Procurement Code, Section 13-1-1 through 13-1-199, *et seq.*, NMSA 1978, as well as the Agencies Procurement Code Resolution 12-24 relating to the procurement of professional services.

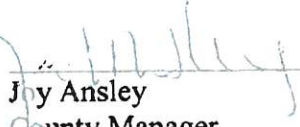
ARTICLE 34.


This Contract including all attachments was approved in open public session by the Governing Body of the San Miguel County Commission on June 19, 2023 and the City of Las Vegas City Council on July 12th, 2023 when both public entities authorized their County & City Manager to execute the Contract.


Effective Date: _____


SAN MIGUEL COUNTY

CITY OF LAS VEGAS


Joy Ansley
County Manager
San Miguel County



Leo J. Maestas
City Manager
City of Las Vegas


Geraldine E. Gutierrez
County Clerk
San Miguel County

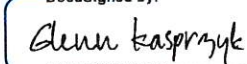

Casandra Fresquez
City Clerk
City of Las Vegas

Approved as to Form & Legal Sufficiency


H. Chico Gallegos
San Miguel County Attorney

DocuSigned by:

108BF31DE2FA474
Randall Van Vleck
City of Las Vegas Attorney

American Medical Response Ambulance Service, Inc.

DocuSigned by:

401B7361377747D...
Glenn Kasprzyk
Regional President

ATTACHMENT A

AMERICAN MEDICAL RESPONSE AMBULANCE SERVICES SCOPE OF SERVICES

STATEMENT OF NEED AND OVERVIEW OF PROVIDER MISSION

American Medical Response Ambulance services provides advanced life support (ALS) services (EMT-Paramedic or EMT-Intermediate level) emergency medical services and non-emergency transport to the residents of contracted entities. When staffing ambulances, only one (1) EMT-Intermediate ambulance shall be in operation in each area, the others must be EMT-Paramedic ambulances.

INCORPORATED AS ITS SCOPE OF WORK, PROVIDER SHALL:

1. GENERAL AGREEMENTS: Provider shall:

1.1. Provide for effective and efficient medical transport and related services for the residents of the City of Las Vegas and County of San Miguel.

1.2. Comply with stipulations and agreements embodied in RFP #2023-001, the Provider's proposal to RFP #2023-001 which are incorporated by reference in their entirety and made part of this Contract.

1.3. Provide emergency and non-emergency non-ambulatory medical transport services and related EMS care within the specified area, and shall coordinate the provision of services with other medical and emergency provider within San Miguel County.

1.4. Notify the Agencies six (6) months in advance of the end of the existing Contract period of its intent to exercise its right to refuse to continue the Contract and provide documentation of financial inability.

1.5. Staff all ambulance service vehicles that respond to emergencies with a minimum of one State licensed paramedic or one State licensed intermediate EMT. In the event of system overloads, emergency ambulances may be staffed by two state licensed EMT basics or higher certification. A system overload shall be defined as any incident or coinciding incidents that stress the response system beyond their capabilities.

1.6. Compile, maintain, and make available for inspection and audit upon request by the contracted Agencies or any agency of the State of New Mexico, all records relating to the services to be provided under this Contract for a period of seven (7) years.

1.7. Ensure that ambulances that respond to emergency calls meet the minimal requirements of the latest edition of the Department of Transportation's KKK specifications.

1.8. Ensure that ambulances are not used for personal errands or any other non-business function(s) when it could hinder patient care.

1.9. Be the sole operator of the ambulance service denoted in this Contract, and ambulance operations including ambulance maintenance and patient transport. It shall provide the necessary staffing, life support systems and mobile communications equipment as necessary for the proper functioning of the ambulance service.

1.10. Shall be solely entitled to perform, and responsible for performing, billing of patients and third-party payers for Services provided hereunder. Agencies shall not bill or permit any other party to bill patients or third-party payers, for EMS, including but not limited to transport, first response or dispatch services provided in connection with an emergency call. Provider's Rates shall be in accordance with the State of New Mexico rate tariff.

1.12. Be strictly accountable for all receipts and disbursements as the administrator under this Contract. The medical accounting records relating to operation of the ambulance service shall be made available to the Agencies for inspection at the end of the Provider's fiscal year.

2. ANNUAL REVIEW:

A formal annual review will be conducted in which the Provider and the Agencies will discuss performance, challenges, successes and any other items deemed relevant to Provider's timely and professional delivery of emergency transport services to the residents.

3. COMPLIANCE WITH LAWS AND REGULATIONS: Provider shall:

4.1. Comply with State and Federal laws, including Medicare and Medicaid Laws and Regulations. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S.C. Section 1320a-7b), as amended. The parties expressly agree that nothing contained in this Contract shall require either party to knowingly or intentionally conduct itself in a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs (42 U.S. Section 1320a-7b), as amended.

4.2. In addition to compliance standards detailed in the Contract, comply with all laws, regulations, and policies of the State of New Mexico, the County of San Miguel, and the City of Las Vegas in the performance of its duties under this Contract including the standards of the National Integrated Incident Management System. The Agencies may require the Provider's personnel to participate in training activities related to the performance of the Provider's obligations under this Contract, including but not limited to training addressing compliance as required under this scope of work.

4.3. Obtain the written approval from the Agencies prior to entering into any Mutual Assistance Agreement.

4. RECORDS MAINTENANCE AND RETENTION:

Provider shall maintain, retain and make available to the Agencies and/or its designees, upon request, records of the following for a period of seven (7) years from date of service.

5.1. All patients/clients served including, whenever available, information about whether or not the patients/clients are insured or uninsured and their County/City residency status, gender, age, ethnicity and residency location within the service area.

5.2. Billing and medical records for all Indigent eligible patients.

5. EMPLOYEE WAGE AND BENEFIT SCALE:

Provider shall maintain employee wage and benefit scales and related information contained in the RFP as a minimum contractual commitment.

7. RESPONSE TIMES:

Provider shall reach emergency response calls within the city limits in seven (7) minutes or less. Response to County areas shall reflect a twenty (20) minute maximum response time depending on area.

8. PROBLEM RESOLUTION:

All problems and issues between Agencies and Provider, with reference to contractual requirements or operational concerns, shall be handled promptly utilizing the Problem Resolution Procedure, Attachment C.

9. SCENE MANAGEMENT:

All scenes shall be managed using the San Miguel County Standard Incident Command Structure (ICS).

INSURANCE REQUIREMENTS FOR THIS PROVIDER, AS REFERENCED BY THE CONTRACT, ARTICLE 8, INCLUDE:

1. Automobile liability.

Automobile liability insurance covering Provider's owned, non- owned, hired and leased vehicles with limits not less than \$1,000,000 per occurrence.

2. Commercial, General Liability.

Commercial general liability insurance shall cover liability arising from products and completed operations, premises, contractual liability, personal injury and advertising injury covering bodily injury

and property damage, with a limit of not less than \$1,000,000 for each occurrence and \$3,000,000 aggregate limit.

3. Professional Liability.

Provider shall maintain professional liability insurance covering bodily injury, with a limit of not less than \$1,000,000 per occurrence and 3,000,000 in the aggregate.

4 Worker's Compensation.

Provider shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes; and employer's liability insurance with a limit of not less than \$100,000.

5. Claims Made.

In the event the company elects to obtain insurance required under this Agreement on a "claims made" basis, then such coverage shall be renewed or continued without lapse.

6. Certificates of Insurance.

Upon request, Provider shall furnish the Agencies with Certificates(s) of Insurance issued by Provider's insurer as evidence that the coverage is: 1) placed with reasonably acceptable insurers; 2) detailed on the Certificates as specified in this Contract; and 3) is in full force and effect on the commencement date of service. Provider shall also furnish updated Certificates as policies are renewed.

7. Additional Insured.

The insurance coverage required hereunder, except worker's compensation and professional liability, shall name the Agencies, its employees and officers, as additional insured's.

8. Notice of Cancellation.

Provider shall immediately notify the Agencies in writing, of Provider's cancellation of its insurance coverage.

9. Supplemental Insurance.

During the term of this Contract, Agencies, in their reasonable discretion, may require Provider to obtain additional coverage or increase the amount of any insurance Provider carries to the extent the coverage is reasonably and commercially available to Provider (Supplemental Coverage"). In such event, Agencies shall pay to Provider the extra cost of the Supplemental Coverage. Such appropriation and payment of funds shall be a condition precedent to Provider's duty to obtain such Supplemental Coverage.

10. Market Fluctuations.

The Agencies acknowledge that, from time to time, insurance market fluctuations may increase the premiums Provider may pay in order to secure the coverage required under this Contract. In the event that the premiums increase during the term of the Contract, the Agencies agree to consider in good faith the Provider's request for an equitable adjustment in Provider rates to cover the increased cost.

ATTACHMENT B

HIPAA BUSINESS ASSOCIATE AGREEMENT

THIS HIPAA Business Associate Agreement, hereinafter referred to as the "Agreement," is made and entered into by and between the City of Las Vegas and County of San Miguel hereinafter referred to as "The Agencies" or "Business Associate" and AMR, hereinafter referred to as "Provider" or "Covered Entity" and is an attachment to a services agreement wherein Provider shall provide services to the Agencies.

RECITALS:

WHEREAS, the services agreement may require the disclosure by the Covered Entity to Business Associate of certain Protected Health Information (as defined in 45 CFR 164.501 of the HIPAA Privacy Rule); and

WHEREAS, Business Associate and the Covered Entity are required to enter into a business associate agreement pursuant to the requirements as set forth in the HIPAA Privacy Rule, Title 45 Code of Federal Regulations ("CFR"), Parts 160 and 164; and

WHEREAS, in performing these services, Provider will submit, receive, create or access certain Protected Health Information ("PHI") of participants and beneficiaries covered under the services agreement and accordingly is a "Business Associate" as defined in the Privacy Rule; and

WHEREAS, the Provider is a "Covered Entity" within the meaning of the Privacy Rule; and

WHEREAS, the parties desire to enter into this agreement to comply with the provisions in the Privacy Rule requiring a Business Associate to provide adequate assurances to a Covered Entity with respect to the confidentiality of PHI.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, 45 CFR Parts 160 and 164, Subparts A and E.

1.1. "Business Associate" shall mean the City of Las Vegas and the County of San Miguel.

1.2. "Covered Entity" shall mean the Provider, "AMR."

1.3. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR 154.501.

1.4. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.02(g).

1.5. "Individually identifiable health information" shall have the same meaning as the term "individually identifiable health information" in 45 CFR 160.103. Specifically, "Individually identifiable health information" shall mean information that is a subset of health information, including demographic information collected from an individual, and: 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) relates to the past, present, or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present, or future payment for the provision of healthcare to an individual; and i) that identifies the individual, or ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.6. "Privacy Rules" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

1.7. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Specifically, "protected health information" shall mean individually identifiable health information that is: 1) transmitted by electronic media; 2) maintained in electronic media; or 3) transmitted or maintained in any other form or medium.

Protected health information excludes individually identifiable health information in: 1) education records covered by the Family Educational Rights and Privacy Act, as amended, 20 D.S.C. §1232g; 2) records described at 20 D.S.C. §1232g(a)(5)(B)(iv); and 3) employment records held by a Covered Entity in its role as an employer.

1.8. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

1.9. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

2.1. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

2.2. Business Associate shall use appropriate safeguards to prevent the use or disclosure of Protected Health Information, other than as provided in this Agreement.

2.3. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.4. Business Associate shall report to the Covered Entity any use or disclosure of Protected Health Information not provided for by this Agreement and about which Business Associate becomes aware.

2.5. Business Associate shall ensure that any agent, including a subcontractor, to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such Protected Health Information.

2.6. Business Associate shall provide access, at the request of the Covered Entity, and in the time and manner to be designated by the Covered Entity, to Protected Health Information in a Designated Record Set (if applicable) to the Covered Entity or, if directed otherwise by the Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.7. Business Associate shall make any amendment(s) to Protected Health Information in a designated Record Set (if applicable) that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an Individual, and in the time and manner to be designated by the Covered Entity.

2.8. Business Associate shall make its internal practices, books and records relating to the use and disclosure of the Protected Health Information received from or created or received by business associate on behalf of the Covered Entity available to the Department of Health and Human Services in accordance with 45 CFR 160.31 o (c) for the purposes of determining Covered Entity' compliance with the Privacy Rule.

2.9. Business Associate shall document all disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

2.10. Business Associate shall provide to the Covered Entity or to an Individual, in the time and manner to be designated by the Covered entity, information collected in accordance with subparagraph 2.9 of this Section, to permit the Covered Entity to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

3. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE.

Specific use and disclosure provisions:

3.1. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.2. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide data aggregation services to the Covered Entity as relating to the health care operations of the Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

3.4. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(0)(1).

4. OBLIGATIONS OF COVERED ENTITY.

Provisions for Covered Entity to inform Business Associate of Privacy Practices and Restrictions:

4.1. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.2. Covered Entity shall notify Business Associate of any limitations(s) in its notice of privacy practice of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.52, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. TERM AND TERMINATION.

5.1. Term. The Term of this Agreement shall be effective as of the date hereof and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to the Covered Entity, or, if it is not feasible to return or destroy all Protected Health

Information that Business Associate maintains in any form, the protections of this Agreement shall be extended to such Protected Health Information in accordance with the termination provisions in this Article 5.

5.2. Termination for Cause. Upon Covered Entity's knowledge of a material breach by the Business Associate, Covered Entity shall either: i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Agreement if Business Associate does not cure the breach or end the violation within a time that shall be designated by the Covered Entity, or ii) immediately terminate this Agreement and the Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or iii) if neither termination nor cure are feasible, Covered Entity shall report violation to the Secretary.

5.3. Effect of Termination.

5.3.1. Except as provided in subparagraph 5.3.2., upon termination of this Agreement or the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from the Covered Entity, or created or received by Business Associate on behalf of the Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5.3.2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction not feasible, for so long as the Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS.

6.1. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

6.2. Amendment. The parties agree to take such action as may be necessary to amend this Agreement from time to time to comply with the requirements of the Privacy Rule and HIPAA.

6.3. Survival. The respective rights and obligations of the Business Associate under Section 5.3 in this Agreement shall survive the termination of this Agreement and the Agreement.

6.4. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

ATTACHMENT C

PROBLEM RESOLUTION PROCEDURE

Objective

1. To provide Agencies and Provider with a means to identify and resolve issues as they rise.
2. To institute a workable procedure for resolving issues which are not resolved on the individual basis.

Introduction

The majority of issues arising from disagreements in patient management with the ambulance provider can and should be dealt with on an individual basis with those individuals directly involved in the issue. A philosophy of fairness of all parties and thoroughness of investigation of all facts must be applied in all cases.

Some issues may not lend themselves to determination between the involved individuals and may require a progressive process involving management for ultimate resolution. The following paragraphs outline the steps for problem clearance.

Step I

Upon identification of a situation requiring application of this problem clearance procedure, those individual's directly involved should attempt to resolve the issue immediately on a private one-on-one basis. If a resolution is mutually agreed upon, this procedure need not be carried further. Should either party involved in the issue prefer not to attempt resolution, if repeated cases occur, or if at any time the discussion on the matter becomes unproductive, attempts for initial resolution should be halted and Step II of this procedure be applied.

Step II

If initial resolution via a one-on-one basis for whatever reason is not possible, parties involved in the issue should present their concerns in writing with available facts to their agency's designated representative who can work to resolve the issue. These representatives from each agency should then interview the individuals from their agency directly involved in the issue to determine all facts. This should be done separately within 14 calendar days following written notification of the incident at issue. After the facts are gathered from the person being interviewed, the representatives from each agency should meet in a timely manner and discuss the issue. If the facts confirm that the situation requiring correction did occur, justifying the assembly of all parties to resolve the matter, then such a meeting shall be scheduled. If, however the matter can be resolved between the agency representatives, then the assembly of parties involved is not necessary.

If a need to assemble the parties involved persists, this should be done as soon as possible following the actual incident. The meeting shall involve only those parties directly involved in the incident and shall be held in private.

The objective of the meeting should be to resolve this issue so that it does not recur. Resolutions may address related area of training, policy revision and/or policy development, etc.

Step III

Those issues not resolved through Steps I or II of this procedure shall be submitted in writing to each agency representative. Issues of this magnitude may include, but are not limited to, problems with contracted service, failure to comply with contract, or timely corrective action of situations discussed in Steps I and II. Situations of this significance will be forwarded to the COO, City and County Manager or other agency identified representative(s).

The designated representative from: each party may be permitted access to documentation and other investigative materials from previous attempts for resolution. Once adequate information and/or evidence on the matter are prepared, a meeting with those parties directly involved must be held in private. Following a thorough investigation and at the conclusion of the meeting, the parties shall attempt a mutually agreed upon resolution. If an agreement is not reached, the City and County Manager shall determine a resolution. The City and County Manager shall have the authority in determining such resolution to require any corrective action, within reason. Such resolution shall be delivered to Provider in writing and shall include the timelines under which any corrective action shall occur.

Types of Problems

- Conflicts in the field (medical and other)
- Non-compliance with designated care guidelines Destination concerns (wrong one, wrong type)
- Mode of transport (air, ground, police, POV)
- Dispatch of resources (wrong one, wrong type)

ATTACHMENT D
RESPONSE MAP

ATTACHMENT E**Consolidated Statement of Operations and Comprehensive Income (Loss)**
(Unaudited, Amounts in thousands)

	Year
Revenue	\$
Operating Expenses:	
Employee wages, benefits and taxes	
Maintenance, fuel and other direct expenses	
Insurance expense	
Other operating expenses	
Depreciation and amortization	
Total operating expenses	_____
Operating income	_____
Management fee expense	
Net income (loss) before income taxes	_____
Income tax (benefit) expense ⁽¹⁾	_____
Net income (loss)	=====

⁽¹⁾ Certain tax provision items are recorded at the Parent company level



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

Date Submitted: 7/2/25

Meeting Date: July 9, 2025

Department: Executive

Item/Topic: Request approval of Resolution No. 25-25 adopting an infrastructure Capital Improvement Plan (ICIP).

Fiscal Impact:

Attachments: Resolution No. 25-25 and Current ICIP Plan

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:

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 _____

**CITY OF LAS VEGAS, CITY COUNCIL
RESOLUTION 25-25**

**A RESOLUTION ADOPTING THE FY 2027-2031 INFRASTRUCTURE CAPITAL
IMPROVEMENT PLAN (ICIP)**

WHEREAS, the City of Las Vegas recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE Governing Body of the City of Las Vegas, New Mexico that:

1. The City of Las Vegas has adopted the attached FY 2027-2031 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.
3. This Resolution supersedes Resolution No. 24-18

PASSED, APPROVED and ADOPTED by the governing body on this 9th Day of July, 2025.

David G. Romero, Mayor

Attest:

Casandra Fresquez, City Clerk

Infrastructure Capital Improvement Plan FY 2027-2031

Las Vegas Project Summary

											Total Project Cost	Amount Not Yet Funded	Phases?
ID	Year	Rank	Project Title	Category	Funded to date	2027	2028	2029	2030	2031			
27840	2027	001	Peterson Dam Rehabilitation	Water - Water Supply	9,600,000	7,000,000	6,000,000	0	0	0	22,600,000	13,000,000	Yes
42181	2027	002	New City Hall and Administrative Building	Facilities - Administrative Facilities	0	5,000,000	0	0	0	0	5,000,000	5,000,000	Yes
35814	2027	003	Aging Water Line Infrastructure	Water - Water Supply	400,000	655,837	758,000	310,833	267,900	242,000	2,634,570	2,234,570	No
37557	2027	004	Roadway Maintenance Asphalt Equip	Equipment - Other	0	100,000	500,000	0	0	0	600,000	600,000	No
38624	2027	005	Fire Station/Training Facility	Facilities - Fire Facilities	0	5,000,000	4,000,000	1,000,000	0	0	10,000,000	10,000,000	Yes
38987	2027	006	Commerce Street Road Improvements	Transportation - Highways/Roads/Bridges	0	750,000	4,250,000	0	0	0	5,000,000	5,000,000	Yes
40862	2027	007	Las Vegas Film Museum	Facilities - Museums	0	2,000,000	0	0	0	0	2,000,000	2,000,000	No
25808	2027	008	Old City Hall Reconstruction	Facilities - Administrative Facilities	100,000	1,300,000	0	0	0	0	1,400,000	1,300,000	Yes
38512	2027	009	South Pacific Road Improvements	Transportation - Highways/Roads/Bridges	0	700,000	4,500,000	0	0	0	5,200,000	5,200,000	Yes
13921	2027	010	Dee Bibb Industrial Park Infrastructure Improv	Transportation - Highways/Roads/Bridges	450,000	175,000	175,000	0	0	0	800,000	350,000	Yes
40874	2027	011	Dahlia Street Road Improvements	Transportation - Highways/Roads/Bridges	0	500,000	0	0	0	0	500,000	500,000	No
42175	2027	012	Animal Shelter Facility	Facilities - Administrative Facilities	0	2,000,000	0	0	0	0	2,000,000	2,000,000	Yes
9790	2027	013	Replacement of Solid Waste Heavy Equip	Other - Solid Waste	0	250,000	250,000	250,000	250,000	0	1,000,000	1,000,000	Yes
37923	2027	014	Rodriguez Sports Complex Improvements	Facilities - Other	3,500,000	675,000	4,206,250	4,206,250	4,206,250	706,250	17,500,000	14,000,000	Yes

Infrastructure Capital Improvement Plan FY 2027-2031

38524	2027	015	El Creston Circle Improvements	Transportation - Highways/Roads/Bridges	0	360,000	2,400,000	0	0	0	2,760,000	2,760,000	Yes
18959	2027	016	Riverwalk Improvements	Other - Other	448,000	844,250	844,250	844,250	516,250	0	3,497,000	3,049,000	Yes
37403	2027	017	8th Street Extension Waterline	Water - Other	100,000	900,000	500,000	0	0	0	1,500,000	1,400,000	Yes
40872	2027	018	Keen Street Road Improvements	Transportation - Highways/Roads/Bridges	0	400,000	0	0	0	0	400,000	400,000	No
42177	2027	019	Lutheran and Collins Street Repairs	Transportation - Highways/Roads/Bridges	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes
42178	2027	020	8th Street Road Improvements	Transportation - Highways/Roads/Bridges	0	5,000,000	0	0	0	0	5,000,000	5,000,000	Yes
35089	2027	021	Mountain View Drive Road Improvements	Transportation - Highways/Roads/Bridges	100,000	345,000	600,000	600,000	700,000	723,000	3,068,000	2,968,000	Yes
10733	2027	022	Mainstreet Corridor Improvement Project	Transportation - Highways/Roads/Bridges	0	1,325,000	1,650,000	1,000,000	700,000	700,000	5,375,000	5,375,000	Yes
40873	2027	023	West Valencia Street Improvements	Transportation - Highways/Roads/Bridges	0	400,000	0	0	0	0	400,000	400,000	No
42180	2027	024	Litherland Property Improvements	Facilities - Other	0	500,000	0	0	0	0	500,000	500,000	Yes

Number of projects: 24

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	14,698,000	37,180,088	30,633,500	8,211,333	6,640,400	2,371,250	99,734,568	85,036,568

Infrastructure Capital Improvement Plan FY 2027-2031

Las Vegas Project Summary

ID	Year	Rank	Project Title	Category	Funded	2027	2028	2029	2030	2031	Total	Amount	Phases?
					to date						Project Cost	Not Yet Funded	
27840	2026	001	Peterson Dam Rehabilitation	Water - Water Supply	9,600,000	7,000,000	6,000,000	0	0	0	22,600,000	13,000,000	Yes
42181	2026	002	New City Hall and Administrative Building	Facilities - Administrative Facilities	0	5,000,000	0	0	0	0	5,000,000	5,000,000	Yes
35814	2026	003	Aging Water Line Infrastructure	Water - Water Supply	400,000	655,837	758,000	310,833	267,900	242,000	2,634,570	2,234,570	No
37557	2026	004	Roadway Maintenance Asphalt Equip	Equipment - Other	0	100,000	500,000	0	0	0	600,000	600,000	No
38624	2026	005	Fire Station/Training Facility	Facilities - Fire Facilities	0	5,000,000	4,000,000	1,000,000	0	0	10,000,000	10,000,000	Yes
38987	2026	006	Commerce Street Road Improvements	Transportation - Highways/Roads/Bridges	0	750,000	4,250,000	0	0	0	5,000,000	5,000,000	Yes
27819	2026	007	Mobile Data Communication	Equipment - Public Safety Equipment	0	1,200,000	0	0	0	0	1,200,000	1,200,000	No
40862	2026	008	Las Vegas Film Museum	Facilities - Museums	0	2,000,000	0	0	0	0	2,000,000	2,000,000	No
25808	2026	009	Old City Hall Reconstruction	Facilities - Administrative Facilities	100,000	1,300,000	0	0	0	0	1,400,000	1,300,000	Yes
38512	2026	010	South Pacific Road Improvements	Transportation - Highways/Roads/Bridges	0	700,000	4,500,000	0	0	0	5,200,000	5,200,000	Yes
13921	2026	011	Dee Bibb Industrial Park Infrastructure Improv	Transportation - Highways/Roads/Bridges	450,000	175,000	175,000	0	0	0	800,000	350,000	Yes
40874	2026	012	Dahlia Street Road Improvements	Transportation - Highways/Roads/Bridges	0	500,000	0	0	0	0	500,000	500,000	No
42175	2026	013	Animal Shelter Facility	Facilities - Administrative Facilities	0	2,000,000	0	0	0	0	2,000,000	2,000,000	Yes
9790	2026	014	Replacement of Solid Waste Heavy Equip	Other - Solid Waste	0	250,000	250,000	250,000	250,000	0	1,000,000	1,000,000	Yes

Infrastructure Capital Improvement Plan FY 2027-2031

37923	2026	015	Rodriguez Sports Complex Improvements	Facilities - Other	3,500,000	675,000	4,206,250	4,206,250	4,206,250	706,250	17,500,000	14,000,000	Yes
38524	2026	016	El Creston Circle Improvements	Transportation - Highways/Roads/Bridges	0	360,000	2,400,000	0	0	0	2,760,000	2,760,000	Yes
18959	2026	017	Riverwalk Improvements	Other - Other	448,000	844,250	844,250	844,250	516,250	0	3,497,000	3,049,000	Yes
37403	2026	018	8th Street Extension Waterline	Water - Other	100,000	900,000	500,000	0	0	0	1,500,000	1,400,000	Yes
38990	2026	019	Parkview Rd Road Improvements	Transportation - Highways/Roads/Bridges	0	172,500	1,000,000	0	0	0	1,172,500	1,172,500	Yes
40872	2026	020	Keen Street Road Improvements	Transportation - Highways/Roads/Bridges	0	400,000	0	0	0	0	400,000	400,000	No
42177	2026	021	Lutheran and Collins Street Repairs	Transportation - Highways/Roads/Bridges	0	1,000,000	0	0	0	0	1,000,000	1,000,000	Yes
42178	2026	022	8th Street Road Improvments	Transportation - Highways/Roads/Bridges	0	5,000,000	0	0	0	0	5,000,000	5,000,000	Yes
35089	2026	023	Mountain View Drive Road Improvements	Transportation - Highways/Roads/Bridges	100,000	345,000	600,000	600,000	700,000	723,000	3,068,000	2,968,000	Yes
10733	2026	024	Mainstreet Corridor Improvement Project	Transportation - Highways/Roads/Bridges	0	1,325,000	1,650,000	1,000,000	700,000	700,000	5,375,000	5,375,000	Yes
40873	2026	025	West Valencia Street Improvements	Transportation - Highways/Roads/Bridges	0	400,000	0	0	0	0	400,000	400,000	No
42180	2026	026	Litherland Property Improvements	Facilities - Other	0	500,000	0	0	0	0	500,000	500,000	Yes

Number of projects: 26

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	14,698,000	38,552,584	31,633,500	8,211,333	6,640,400	2,371,250	102,107,064	87,409,064



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

Meeting Date: July 9, 2025

Date Submitted: 6/27/25

Department: Human Resource

Item/Topic: Discussion and consideration to approve the International Association of Fire Fighters Local 4625 (IAFF) Agreement. The City of Las Vegas has completed contract negotiations for FY26 with the International Association of Fire Fighters Local 4625 (IAFF). Article 17.1 (Fatigue Risk Management) (current language was retained on Article 17.1), Article 27 (Drug and Alcohol Testing), Article 32 (Compensation), Article 36 (Holiday Pay) and Article 39 (Terms of Agreement) were subject of this year's negotiations.

Fiscal Impact: Estimated impact for the remainder of the fiscal year is \$ 87,000.00

Attachments: Collective Bargaining Agreement (redlined & final) and signed proposals for Sections 17.1, 27, 32, 36 and 39.

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:

Connie Puleo - HR Representative

Department Director

[Signature]

Finance Director

[Signature]

City Manager

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

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

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