

CITY COUNCIL AGENDA

Mayor
Eric Enriquez

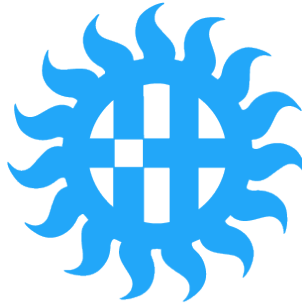
Monday, November 4, 2024 at 1:00 PM

Council Chambers

**CITY HALL
P.O. BOX 20000
LAS CRUCES, NM 88004**

Mayor Pro Tem
Johana Bencomo

Councilors
Cassie McClure
William Mattiace
Becki Graham
Becky Corran
Yvonne Flores



CITY OF LAS CRUCES

**700 N. Main St.
PHONE (575) 541-2067**

If you need an accommodation for a disability to enable you to fully participate in this event please contact us 72 hours before this event at [541-2115/V](tel:541-2115).

CONSENT AGENDA

Minutes and Items on the Consent Agenda Are Considered Routine Items and Will Be Voted on with One Motion Unless a Councilor Requests That a Specific Item Be Removed. There Will Be No Discussion.

Page

1. OPENING CEREMONIES

- 1.1. Pledge of Allegiance - Councilor Graham.
- 1.2. Presentation of Certificates of Appreciation/Proclamations - Councilor Graham.
- 1.3. Jobs of the Week.
- 1.4. Pets of the Week.

2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC SECTION 2-27 (E)(2)

3. PUBLIC PARTICIPATION

4. READ CLOSED MEETING STATEMENT

- 4.1. Read November 4, 2024 Closed Meeting Statement into the record.

5. ACCEPTANCE OF AGENDA

6. CITY COUNCIL MINUTES

- 6.1. Regular City Council Meeting of October 7, 2024.

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7. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

- 7.1. RESOLUTION NO. 25-050: A RESOLUTION ESTABLISHING DATES FOR HOLIDAY OBSERVANCE FOR CITY EMPLOYEES IN 2025. 33 - 40
[Resolution No. 25-050 - Pdf](#)
- 7.2. RESOLUTION NO. 25-051: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF TWO (2) CONTRACTS FOR PAINT AND BODY WORK SERVICES TO A COMBINED TOTAL OF \$550,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-038). 41 - 46
[Resolution No. 25-051 - Pdf](#)
- 7.3. RESOLUTION NO. 25-052: A RESOLUTION AUTHORIZING AN INCREASE IN TWO (2) CONTRACTS FOR LIGHT DUTY AUTOMOBILE AND TRUCK PARTS AND LABOR FOR A COMBINED TOTAL NOT TO EXCEED \$530,000 PLUS NEW MEXICO GROSS RECEIPTS TAX ANNUALLY (PROCUREMENT NO. 19-20-107). 47 - 51
[Resolution No. 25-052 - Pdf](#)
- 7.4. RESOLUTION NO. 25-053: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF FOUR (4) CONTRACTS FOR MEDIUM DUTY VEHICLE PARTS AND LABOR SERVICES TO A COMBINED TOTAL OF \$490,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-131). 52 - 57
[Resolution No. 25-053 - Pdf](#)
- 7.5. RESOLUTION NO. 25-054: A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF EIGHT (8) CONTRACTS FOR HEAVY DUTY VEHICLE PARTS AND LABOR SERVICES TO A COMBINED TOTAL \$1,325,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-132). 58 - 67
[Resolution No. 25-054 - Pdf](#)
- 7.6. RESOLUTION NO. 25-055: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025 BUDGET. 68 - 272
[Resolution No. 25-055 - Pdf](#)

8. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION

- 8.1. RESOLUTION NO. 25-056: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$175,000 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT). 273 - 278
[Resolution No. 25-056 - Pdf](#)
- 8.2. RESOLUTION NO. 25-057: A RESOLUTION AMENDING CONTRACT 20-21-054 AXON LAS CRUCES POLICE DEPARTMENT (LCPD) CAMERAS WITH AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA TO INCREASE THE CONTRACT AMOUNT BY \$446,625.57 279 - 283

FOR BODY CAMERA AND NONLETHAL ELECTRICAL CONDUCTED WEAPONS (TASER) AND DATA STORAGE SERVICES FOR A TOTAL NOT TO EXCEED \$2,324,799.79 PLUS GROSS RECEIPTS TAX.

[Resolution No. 25-057 - Pdf](#)

- 8.3. RESOLUTION NO. 25-058: A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A BUDGET ADJUSTMENT ALLOCATING FUNDS IN THE AMERICAN RESCUE PLAN ACT (ARPA) AND AMEND THE CITY'S ADOPTED FISCAL YEAR 2025 BUDGET. 284 - 288

[Resolution No. 25-058 - Pdf](#)

9. BOARD APPOINTMENTS

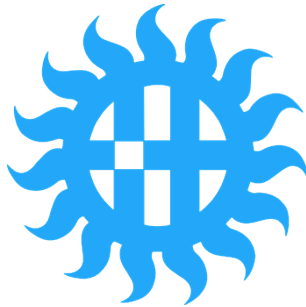
10. NOTICE OF PROPOSED ORDINANCE(S)

- 1) There will be no public discussion.
- 2) A Councilor may ask staff for clarification on the proposed ordinance(s).

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

12. CITY MANAGER REPORT

13. ADJOURNMENT



MINUTES

City Council

Monday, October 7, 2024 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - MAYOR ENRIQUEZ.

1.2 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - MAYOR ENRIQUEZ.

Mayor Enriquez recognized the winners of the Veteran's Parade Poster contest.

Councilor Bencomo presented Teresa Dean with a proclamation for the National 4-H Week.

Councilor Bencomo presented Chantelle Yazzie-Martin with a proclamation for Public Art Month.

Councilor Bencomo presented Gloria Carreras, Colleen Pullen, and Chantelle Yazzie-Martin with a proclamation for Domestic Violence Awareness Week.

Councilor Bencomo presented Fire Chief Jason Smith with a proclamation for Fire Prevention Week.

Councilor Bencomo presented Ellen Saige with a proclamation for Dyslexia Awareness Month.

1.3 JOBS OF THE WEEK.

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Sarah Raney, New Mexico Workforce Connections presented Jobs of the Week.

1.4 PETS OF THE WEEK.

Carol Nielson, Animal Services Center of the Mesilla Valley presented Pets of the Week.

2. CONFLICT OF INTEREST INQUIRY BY MAYOR AS REQUIRED BY LCMC SECTION 2-27 (E)(2)

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Donna Stryker, Member of the Pubic said the Legislative Session in Santa Fe in January 2025 is going to be another important opportunity for the City of Las Cruces. I know that this year we had new council members and new Mayor, and we weren't quite maybe as prepared as we could be, and I would like to ask the council now if they could make a commitment to be committed to this coming Legislative Session in January 2025. It is super important. Thank you to Mayor Pro Tem Bencomo, I understand we have billions of dollars at the state level which is a little scary that they have all that money, and they are not helping us in many, many different ways. I am asking from the help of the council to have a plan of action and for the Legislative Session. I know we all have our pet projects and our passions and our stuff that makes our heart sing but if we could just be open to all of them. Businesses have continued to suffer losses due to vandalism and yet there is a program, and we have asked for the money, and we have submitted it, and we have not had that money forth coming. It is only \$2,000 but that money is important to small businesses and if we could find a way to either get additional funding or an easier way to recoup the thousands of dollars that we have lost to repair businesses to our buildings. We do collect the GRT for the state and city and small businesses is the backbone of not only America but the city and the county. It still feels that somehow though we are the bad guy, and I believe that needs to change. People are leaving New Mexico due to crime, our education system, not being happy with local and state government. We need our businesses to be respected partners in the future of Las Cruces. Mental health, it's the big white elephant in the room that we don't want to talk about. We continue to not receive enough funding to provide facilities and staffing in New Mexico. What is the plan for Southern New Mexico to look at this? We need more police in Las Cruces. There is a current recruitment endeavor right now for the upcoming academy, but we have no permanent site for our academy. In order to attract candidates, it would be very helpful to have a safe and appropriate place for them to train. A city of our size needs an academy. All of us suffer if we do not have adequate police trained and educated. Competency is paramount to addressing the current situation in our state on the release in some case our violent offenders. There is going to be a pilot program address this week here in Las Cruces at the Courts Correction and Justice Committee this week. I am assuming and hoping that some of our councilors are able to be in attendance this week. And will any of you guys speak in January in Santa Fe? And last but not least, Bail Reform, it continues to be a roadblock to law enforcement, judges to help process those most in need of mental

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illness or drug addiction. It needs to be discussed at the state level. Let us know what we can do to help you for a change. I would like to know. Tell me.

Gage Barnett, Member of the Public said I have been a resident in Las Cruces for roughly the past three years and today is October 7, 2024, marking the one-year anniversary of the ongoing genocide taking place in Gaza. I just wanted to remind this council that there is no crime for which the punishment is the death of your children. There is no crime in which the punishment is the death of your neighbors' children. There is no crime in which the punishment ought to be genocide. One hundred and fifty-four days ago on May 6th, this council chose not to hear a resolution condemning the genocide in Gaza and so today I come here to speak once again and remind you that we live in New Mexico, home of the White Sands Missile Range where the weapons used to murder children across the world right now are being manufactured, where they are being tested, where drone pilots are being trained to kill children and to kill journalists who have nothing to do with any of this conflict. I want to remind this group that as we hear proclamations about domestic violence, about fire safety, about dyslexia and education that there is no recourse for the dyslexic children, for the people experiencing fire brought down from the skies upon them in their own homes across the world in Gaza and I want to remind us all that we are living through a genocide and we as New Mexicans are a part of that. We as Americans are a part of that and it is our responsibility to honor those who have been murdered for reasons that are entirely beyond their control.

Trent Scribner, Member of the Public said I have been a resident here for 23 years. I have lived here my whole life. I am here today to remind you and the rest of the good people here that the issue of genocide is not beyond the scope of this council as many people like to say. It is not beyond the scope of the people of this city. In this little folder here, I have 600 pages of the names of Palestinian martyrs, most of them children, elderly people, women. The people killed and this doesn't make up for the totalities and the casualties' that I have got here. The people that are listed here were killed by American bombs, paid for by American money. What is going on in Gaza is not beyond our scope because it happens only with American consent. It only continues with the consent of American people and as such silence is complicit. I would like to take some time to read the names of some of the people killed. Trent read a list of names of the deceased.

Vee Quevedo, Member of the Public said I am a resident of Las Cruces, and I will be continuing with this list of martyrs killed with US weapons, US diplomatic cover, our tax dollars, our complicity, our silence, our inaction. Vee proceeded to continue to read names of the deceased.

Alexander Burning, Member of the Public said I will continue reading the list of some of the estimated hundreds of thousands of Palestinians killed in the past year to a council that voted to take a cease fire resolution off the agenda on May 6th. Alexander continued to read names of the deceased.

Yovani Hernandez, Member of the Public said on May 6th you all voted to remove a ceasefire resolution from Las Cruces City Council's agenda. With your vote you very

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clearly sided with Zionism, with the genocidal state of Israel and their ongoing ethnic cleansing of Palestinians in Gaza, the West Bank and now an escalating war in Lebanon. Today I will take time to read some of the 40,000 names of the men, woman, and children who have been martyred over the past year of genocide. Bear witness and understand that your hands, your titles, and your hearts are stained with the blood of our siblings of Palestine. Yovani continued to read names of the deceased.

Juan Garcia, Member of the Public said in a stunning display of disrespect of the democratic process the Democratic Party of Dona Ana in my opinion forced the will of the people of the 53rd House District. After Hill's primary victory with 58% of the vote and leaving Madrid with 42%, Hill's tragic passing on August 16th should have automatically elevated Madrid as the rightful successor. This is what respect for the voters and common sense would dictate in a true democracy but that is not what happened. Instead, a secretive group of seven unidentified party insiders orchestrated a backroom deal driven by ideological bias they rejected the centrist democrat chosen by the people and handpicked a person that never ran in the primary. This handpicked candidate who received zero votes from the community failed to submit financial disclosure forms on time yet in the eyes of this party elite this glaring lack of accountability means nothing. What matters most to them is ramming their own preferred candidate down the throats of the voter and now they have the audacity to suggest that this subversion of democracy represents "the will of the people". This is a shameful affront. The principles of transparency, accountability, and respect for the voter's voice. The people of the 53rd District deserve better then to have their choice callously disregarded in this manner. Early voting begins on October 8. The stakes this year could not be higher, and the choice is crystal clear. If you want to protect your family, your property, and your values you must act. Do you feel safe with the surge in violent crime? Are you comfortable with your son or daughter making a life altering decision at one of the life terminating/gender alignment centers better known as abortion clinics where babies with no names are terminated? Does the idea of your hard-earned wealth being redistributed sit well with you? Or taking your lawfully owned defensive weapon? These are the consequences of the policies supported by the incumbents. We did not get here by accident. We got here by citizens ignoring what these politicians represent. This election is your chance to make change. Vote for the candidates that will uphold the rule of law, defend your rights and preserve parental rights. Let's secure a safer more prosperous future for ourselves and generations to come. The time to act is starting tomorrow.

Lori English, Member of the Public said I live in the Dona Ana County and in Las Cruces for 24 years and I distinctly resent what just happened about the reading of the names. I am offended as a United States Marine and as a citizen of the United States of having any person or people accused of having blood on their hands for things that are totally out of our control. That statement being made, integrity. This is my statement to the council. Lack of integrity leads to hypocrisy. Lack of truth leads to disrespect and dishonesty. Lack of rules leads to chaos. Lack of laws leads to lawlessness. Lack of standards leads to double standards and what I am getting at is very clearly written in the state concerning placement of political signs. No individual political signs shall exceed 32 square feet in sign area. Political signs may be erected no sooner than 90 days prior to an election and this is from the City Council page.

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Political signs must be removed within 10 days after the election which doesn't always happen. Political signs are prohibited to be placed in clear sight of triangular, in other words obstructing traffic patterns. There is a candidate, maybe even more in this county that is putting up, in fact they are in the state, putting up signs in front of other candidates opposing signs. They are putting up them up on city property. Political signs are only permitted on private property with the permission of the private property owner. I have had to remove two signs from a politician from my personal property that were in opposition to my candidates that I support, and signs are prohibited and this is the important thing, and signs are prohibited from government property, facility roadway medians, sidewalks, telephone or electrical poles or on roadway signs period. Basically, the city needs to take a little tougher stand on this and just not let it go willy-nilly, oh well it just happened. These signs need to be enforced this close to an election which is a very, very impactful election. None of this if it is good for the goose, it is good for the gander. I don't care what party you are if you are violating the city ordinances then you need to be called on it. Your signs need to be removed. You need to stop putting signs up in front of your opposing candidate because you just don't like what they stand for. Any decent politician should go by these rules that the city has imposed. Let's get back to integrity in elections.

Lucas Herndon, Member of the Public said I am a resident of District 2. I have lived in Las Cruces my whole life which is longer than 24 years. I want to thank the folks who read names to remind us of our complicity in the genocide happening in Gaza. I am here today though, and I wish I could stay to speak but like many Las Cruceans, I have work during the day so I can't usually come to these things, but I wanted to speak in support of the Mesilla Valley Community of Hope and encourage the city council to continue supporting that amazing organization. A very brief story, one time I was coming back from Hobbs, from work and just outside of Artesia is a small town called Hope and there was a man with his thumb out right underneath the city sign that said Hope and I thought well you can't pass up a man standing under a sign that says Hope. As it was, he works in carnivals and Alamogordo is home to one of the carnivals that works here in Southern New Mexico, and he is a migrant worker. He is based more or less in Colorado but was coming down to work for the season, but it was still early. He didn't have anywhere to go. We wound up having a really wonderful conversation. He wound up asking if I would not mind bringing him all the way to Las Cruces because he had heard that there was a really amazing facility here in Las Cruces that he could potentially get help in until he could get to Alamogordo when his job was going to start, that was the Community of Hope and from beginning to end that story is about hope. I have heard a lot of messaging from folks in this community recently that I would say is about despair. People have despair at having to see other people experiencing being unhoused. People despair at broken windows or stolen items as if those things have more value than what a person's life is or what they are experiencing. Those are principles and attitudes that are rooted in fear and when we have a resource literally called the Community of Hope that does everything in their power to bring hope to people to get people homes and food and services, that is what we should be focused on, and we have it. I don't know the will of the city council today, I just wanted to speak in support of that because as a resident of this city it is one of the things that I am most proud of that we do for our community and I am proud of that and I have been critical of this council and I have things that I would want us to do better and we are doing a good one here so please support it.

Frank Lopez, Member of the Public said I want to thank you all for the work that you do, for serving on city council and Mayor, Mayor Pro Tem I think your work is not easy. It is very difficult. The sessions that I have attended I have heard harsh comments, critical comments, insults at times. What I want to talk about very briefly today is democracy and political violence. A few weeks ago, I learned that one of our own elected officials received a death threat. I don't know all the circumstances, but I think this is very, very serious but all of us need to ask ourselves if this is happening in our community, what are we doing about it? Research says that elected officials experience all kinds of abuse including insults, threats, and physical attacks and I have seen some in this room. Here are a few statistics regarding threats to elected officials. Since the presidential election in 2016, violence and threats to elected officials has increased exponentially. On a national level 43% of state legislators experience some form of threat, 18% of local elected officials experience some form of threat. Women office holders were three to four times more likely than men to experience abuse targeting their gender. These statistics do not have to be our statistics. When it comes to our community and our city the minute one person receives a death threat, we should all be concerned regardless of our political affiliation and that threat is an affront to all of us and to our democracy. As a former law professor, I often held deep conversations about the US Constitution and what it means. The Constitution is not just a document in Washington DC, it is something we live. One thing is certain threats and violence towards our elected officials tears away at our democracy and that includes the little town of Las Cruces. We cannot let that happen. We all need to ask ourselves what type of community we want for our children. I offer three suggestions, and I specifically call on elected officials, law enforcement, and the general public to consider these three things. First, create a plan of action to prevent and respond to election and politically related violence. Two, monitor and address misinformation. It is well established that misinformation contributes to political violence and third, promote a decorum of peace, integrity, and respect. I know that you have a message up on the screen, I feel we need to do more.

Jorge Aguirre, Member of the Public said the first thing that I want to say is that I had the chance to look at the new sidewalks on North Main and they are very wide, and they make the city look very serious and like we take ourselves seriously and thank you very much for that. Number two, thank you for the people who came and talked about Gaza and reminds of this important topic that we are being complicit in and I am here to request two things I came to with the investment of a car centric infrastructure and prioritize and instead of network protected pedestrian and bicycle ways in conjunction with efficient public transportation. People hate cars and once you notice it you cannot unsee it. Everything is better with cars when cars aren't around. Even car makers only show their new cars on empty roads on adds or the mountains or the desert but not in daily traffic. The speed, the danger, and the noise of car traffic are always among the top concerns of our citizens and cited as one of the top reasons why they oppose economic and population growth of the city and everyone else. Yes, we need more housing, yes, we need more higher density, multi-use spaces, yes, we need a more efficient public transportation system. We need better parks, we need better roads for people who do drive but we also need tax revenue to pay for it and we are not going to do with GRT, and we can do it if we stop subsidizing the automobile

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industry. Many citizens still think that driving is the most effective, efficient form of transportation because that is only because drivers don't pay for the full cost of driving, which includes the use of space to park a vehicle for the majority of the day. When drivers don't pay to park their cars the cost of that parking lot doesn't go away but it gets billed into the cost of everything else including unused parking spaces. Did you know a parking spot costs \$15,000 to \$25,000 each. That includes the cost of housing, development, and retail, everything. So, everyone pays more so that the drivers can have a free parking space everywhere they go at any time. In the US it is estimated that we have about 8 parking spaces per vehicle. That is seven empty parking spaces that we put full of concrete or asphalt just to have it sitting empty most of the time. My request to you is that you introduce parking meters with viable pricing based on the demand. Get rid of parking requirements so that Las Cruces entrepreneurs can expand their restaurants or their businesses without the cap for parking and turn those empty parking lots into tax producing job centers and housing developments. Keeping parking lot subsidies represent a large opportunity cost for the city and for the citizens to bring additional tax revenue through profitable new developments and prime land, businesses, housing developments, apartment complexes, even retail sales tax that could allow us to have the money to pay for better roadways for people who do drive.

William Gilman, Member of the Public said I am a Las Cruces resident, a small businessman in town. I came to talk about the Realize Las Cruces zoning changes that are under proposal. If people have not heard about them, you should take a look. I understand there is a lot of fear and anxiety about that so I wanted to talk about that. The changes to the zoning are going to increase property values across the city. I live in the Copper Stone Apartments, unfortunately. Unfortunately, because of the rampant price gauging in rents that are happening all across the nation and our city. Anytime I want to go anywhere, if I need to go get groceries, if I need to go to a pharmacy, when I need to go do anything, go hang out with friends, or do anything I have to get into a car. We have to stick this baby in a car seat, and she doesn't like it. There are no services that I can walk to in my neighborhood and so people look at this proposal and say oh my God, if businesses could open up just down the street what if a cannabis shop opens up next to me or a brothel or a heroin dispensary? There is a tendency to think about what could go wrong that is like a human nature. The worst-case scenario. Let's talk about what could go right. What if down the street there was the coffee shop. So, you walk down the street to the coffee shop and as you walking you see your neighbors doing the same thing or just being all out and about. You stop to talk to them. It also promotes a sense of community and a sense of neighborliness that makes neighborhoods safer and more valuable. Zillow, if you look on Zillow ever has a thing called walkability rating and bike ability rating and low and behold properties that have higher numbers are generally more valuable. So, I think that is what we should do is think about what goes right with this proposal. What if every time you got out of your car you thought what if I could just walk there. What if I could just put this baby in the stroller and just have a nice leisurely walk instead of having to circumnavigate the globe. So, I encourage people to look into that and think about what could go right with this proposal. I have a little time left which is uncommon. Let me say thank you to the people who came to talk about Gaza. I hear people talking about the babies without names being murdered in abortion clinics but what about the babies with names. This baby is not yet one and I should not have to

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ask people to imagine a bomb going off, but the bombs don't care how cute the baby is.

Dana Hopkins, Member of the Public said I am a resident of District 4. I want to thank our remarkable young folks who spoke out about the genocide in Gaza and I support everything that they had to say but I came here in support and appreciation of Community of Hope and to ask our city council to continue to do as much as we can to support Community of Hope. These are our neighbors and there is so much work to be done. Community of Hope is doing a remarkable job. I am a healthcare client at Amador, so I am around there relatively frequently. I can see how busy they are. I can see how much good work they are doing. It can be seen all over our community. Why anybody would not support this I find it hard to comprehend but I just wanted to be here to speak out and say thank you and please continue to support Community of Hope.

Rick Reynaud, Member of the Public said I am a lifelong Las Cruces resident. I am here to talk about NMSU. There is an article in the News Break, entitled Las Cruces Parents Call for End to NMSU President Search, 19th of September 2024. It is still valid because selected President Ferme and now this is his problem. There is a curious and uneasy dance ongoing today between NMSU and the Las Cruces Parent's Group who fought the Las Cruces Public School Equity Policy JBC in 2021. NMSU has continuously refused to apologize to the parents for their own equity professor's racist tinged email characterizations discovered during this time frame. It was an attack on Las Cruces parents. A racial attack on whites and Hispanics who wouldn't go along with cultural proficiency and the anti-white nonsense. Background on this, in the spring of 2021 Las Cruces parents fought the eventual passage of LCPS policies of JBC Equity. We had successfully stopped policy JBC after it was initially signed in April 2021. The board had to unceremoniously unsign it and start over. What we did find in 2021 was an active civil rights violation factory. Urgently needed help the LCPS administration called in NMSU equity professors department personnel for backup as the restart of the policy process. It is during this time frame in 2021 that we requested email communications of key NMSU personnel including the president provost and regents. Startling emails driven with disdain toward Las Cruces parents were found. We were called racist both Hispanic and Anglo because we wouldn't go along with the cultural proficiency and anti-white nonsense. We sent NMSU regents and leadership an acknowledgement email September 30, 2023, a year ago and again on July 30, 2024, about two months ago. No reaction, no answer. We are asking NMSU for written apology to the Las Cruces parents and specific corrective actions. Acts must include the best institute must revert back to an unbiased history institute instead of a fighting offenses in history institute. Back to the borderland institute, no more best. No DEI, no Agenda 25, no Office of Institutional Equity and all actions done by that office since July 19th to be relitigated. We have letter to be sent to LCPS to be sent soon asking them to rescind policy JBC and all race identity talk forever.

Jim Hurst, Member of the Public said lots of things have been said today and I feel I need to address. First off, Palestine and Israel as far as I can tell if there is a God he gave the same piece of land to two different people groups. It has not worked out well and I don't know if it ever will. Apparently, God was trying to teach them how to live

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together in peace and the whole lesson failed. As far as the best I can tell. I don't know how to solve it. They are going to have to figure it out or they are going to have to go on doing whatever it is they are doing, and I don't know when they will stop. As far as the election nearing talk, we heard from the CCIA. I have tried not to do election hearing talk here, but the democrats are free to choose their own candidate. We had a primary process. The candidate died. The party selected the person or the persons who would make a decision like that in an emergency. This was an emergency. We couldn't plan on the death of our candidate. So, we chose, and I was not one of those who chose but we chose the person we felt John would want and we knew who John would want because John said who he would want and that is our candidate and that is who we are running, and we are going to win.

George Pearson, Member of the Public said I am Vice President of VeloCruces a local bike/ped advocacy organization and also Chair of the MPO Bicycle and Pedestrian Facility Advisory Committee. NMDOT has told us that they will be opening grant applications for the transportation alternative program and recreational trails program in November. The TAP in our RTP Grants have less than a 15% match requirement making this almost free money. Grant applications are open on a two-year cycle. To the best of my knowledge the city has not applied for TAP or RTP monies since before the pandemic. TAP has previously helped fund bicycle facilities on Madrid and Walnut and RTP was awarded to create a trail between the Convention Center and the Main/Idaho intersection. However, with the huge increase in construction costs after the pandemic this trail was cut back to about half. A November call for projects means that the city must move quickly to make grant applications. I am here today to ask that the city take advantage of these almost free monies to help improve active transportation in Las Cruces and a couple of other people that have already spoken about the need for active transportation. Maybe an RTP application to complete the original trail idea from the convention center from Main and Idaho. Maybe a big idea like solving the railroad crossing at the outfall channel. Solve some connecting problems like the Mesilla drain trail through Burn Lake so that you can safely get to Lake Side Drive. I would like to leave it to council and staff to select the projects but please don't let this grant cycle pass by without making an application. These are competitive grants so it is not assured that the city would receive these fundings but without making an application failure is guaranteed. Other speakers are talking about the need for this. Just a general idea, ownership of a car is recognized as costing about \$10,000 a year. Imagine if you have a two-car family. If you could remove one of those cars and then that money could go to the family instead of supporting that car and everything involved with that mode of transportation.

Veteran Chavez, Member of the Public said I am going to talk about what is happening in Gaza. It is unfortunate what is happening there and as I have told you guys before war is hell and I have been in that part of the world serving this great country and I will continue to serve this great country, and I will continue to defend the citizens of Israel and the IDF. Now let's talk about what happened. Who invaded Israel on October 7th? Why did they invade them? What did Israel do to them? It was Hamas, a terrorist organization. They don't talk about the 101 hostages that are still in Gaza right now. They don't talk about the 26,000 missiles, drones and rockets that have been fired at Israel from Hamas, from Hezbollah and from Iran. So, they talk

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about the US funding rockets for Israel and ammunitions, but they don't talk about who is funding Hamas, Hezbollah, Houthi, Iraq. It's Iran. So that is where the buck needs to stop is with Iran. Twenty-five hundred innocent Israelis were killed on October 7th. Six million Jews were killed in the Holocaust. Let's not forget that. That was a genocide. My uncle who died serving in World War II, I had two other uncles that served in World War II, one served in Korea, not to mention other relatives, his unit was one of three units that liberated the Dachau which was one of the Israeli concentration camps in Munich in 1945. So, my family has a long history of serving our country and serving in the military. They read the names of apparently innocent Palestinians that were killed but they don't read the names of the terrorist that attacked the Israelis. Why don't they read those names? And there is no such place as Palestine. It is called Judea Samaria and it is called Gaza. As it says in Genesis, those who bless Israel will be blessed, those who curse Israel will be cursed.

Stephen Conn, Member of the Public said I am a 40-year resident of Las Cruces on and off. I have been here a while. Just three local points I would like to make. One I address this to the council and all attendees here that burglaries are up in the city. My old family house in Las Alturas was hit in late July. The Deputy who took my report said they get calls out there all the time, please I urge you, I put this on Facebook Community Watch. Leave lights on at night, even when you are on vacation leave a vehicle in front of your homes until we get police recruitment up around here. We really have to look out for each other. Tell your neighbors, your kids eyes open for strange vehicles. I don't know what the cause is, the cannabis increase, who knows but it is serious. Point two, I like that I see a sign out there for the youth YMCA, where the old Video 4 use to be. I am glad it is finally going to happen. I am just wondering what other businesses can we get out there to turn El Paseo around? Like a dozen years ago it was kind of a nice main drag and now it's mostly kind of a rundown closing cannabis slum. It is kind of dark and dangerous at night. Is there any way we can just get more anchor businesses there, especially on upper El Paseo towards downtown. It just looks kind of awful. Third point is that sort of speaking to the gentleman talking about walkability in the city. If anyone is interested in approaching me, I am really interested in getting kind of a tree growing initiative in Las Cruces because anyone knows these summers around here, it's not like ten years ago we are getting 103 degree four month straight summers. It is really hard. If we had more trees to eat some carbon, we would be in really good shape. Seriously by Foster, by the Family Clinic you could put up plenty of trees there. If anyone would like to speak to me interested in just planting of trees initiative, we could get something together that would be great.

4. READ CLOSED MEETING STATEMENT

4.1 READ SEPTEMBER 30, 2024 CLOSED MEETING STATEMENT INTO THE RECORD.

The Las Cruces City Council met in closed session and only discussed those limited items as stated in the posted notice:

1. To discuss pending litigation regarding Lopez, Erik v. City of Las Cruces, ET AL.- D-307-CV-2023-00780, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).

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- 2. To discuss pending litigation regarding the City of Las Cruces ET Al v. United States of America, American Linen ET AL, Case 2:17-CV-00809-JCH-GBW, which is closed pursuant to NMSA 1978. Section 10-15-1H(7).
- 3. To discuss pending litigation regarding the Estate of Teresa Gomez, ET AL. v. City of Las Cruces, ET AL 23CV952, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).

4.2 READ OCTOBER 7, 2024 CLOSED MEETING STATEMENT INTO THE RECORD.

The Las Cruces City Council met in closed session and only discussed those limited items as stated in the posted notice to discuss bargaining strategy preliminary to collective bargaining negotiations between the policymaking body and a bargaining unit, which is closed pursuant to NMSA 1978, Section 10-15-1H(5).

5. ACCEPTANCE OF AGENDA

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to accept the agenda as presented with the removal of item 7.1 for discussion.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

6. CITY COUNCIL MINUTES

- 6.1 REGULAR CITY COUNCIL MEETING OF SEPTEMBER 3, 2024.**
- 6.2 WORK SESSION OF SEPTEMBER 9, 2024.**
- 6.3 REGULAR CITY COUNCIL MEETING OF SEPTEMBER 16, 2024.**

7. RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA

- 7.1 RESOLUTION NO. 25-039: A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND JARDIN DE LOS NINOS (JARDIN) FOR THE JARDIN DE LOS NINOS ROOF REPLACEMENT PROJECT AND AMEND THE FY2025 CAPITAL IMPROVEMENTS PROGRAM (CIP).**

Councilor Bencomo asked as I was reading through this, I saw that the total for the project is \$800,000 and correct me if I am wrong from what I read it seems like the project right now has \$528,000?

Raymond Burchfield, Housing and Neighborhood Services Program Specialist said at that time when I did the initial PowerPoint the estimate that I had was \$800,000. We have since got an updated estimate of \$650,000 that I got. That is a rough estimate at this point. With this resolution we will provide \$278,500 in Community Development Block Grant money in conjunction with \$250,000 of State Capital Outlay that they have already procured, and they have request in for further State Capital Outlay. It is a city owned building and that is where we are right now.

Councilor Bencomo asked for the remainder of the cost then what is the plan?

Raymond Burchfield said other than requesting further state funding, so far, the city has not thrown any money in it. It is a city owned building. That is at your discretion but past that I do not know where.

Councilor Bencomo said I appreciate you saying that. I think that it really important. Jardin de Los Ninos is an organization that provides really critical and important work in our community and as you said they are currently in a city owned building. I would hate to put any of that responsibility on their tight budget already, so I hope that is not the plan. I don't know Ikani, our City Manager what the plan is for that, but I think because it is a city owned building. You know that if Jardin de Los Ninos ever left that is still our building so what is the care that we are putting towards it. Especially at a place that cares for children. I know that obviously things are tight, but I would like for us to take some responsibility for the remainder of that. I don't know if we need to do that today, but I just at least wanted to name that.

Councilor Flores asked the amount that is remaining, what is it that this resolution would do if it had remained on the consent agenda?

Raymond Burchfield said this resolution is just to approve the Community Development Block Grant Agreement to approve the CDBG money for this particular project.

Councilor Flores asked this amount is how much?

Raymond Burchfield said \$278,500.

Councilor Flores asked how much is needed to complete the project?

Raymond Burchfield said right now the estimate is \$650,000 total.

Councilor Flores asked what would you do with that \$250,000? Would you invest it? Would you start on the project?

Natalie Green, Housing and Neighborhood Revitalization Administrator said we will work with Jardin to help find the additional resources. CDBG does have a long expenditure period. Our agreement is up to two years. We are working with Public Works right now. So, the project is in design so that we can finalize that total cost and so once we know that we can start to look at some gap financing. I will note that under the lease agreement the replacement and maintenance of the roof is the responsibility of the city. Jardin has done their piece, right? They have secured almost 81% of the funding. So, we will continue to work with them to design the existing budget or look for additional resources. Should we need to reprogram funds we would come back for an action plan. We don't like to reprogram money but that is potential should we not be able to expend these funds within the compliance period required by HUD.

Councilor Flores asked how long will it take for the \$300,000 that would have to be found somewhere?

Natalie Green said depending if the additional source in Capital Outlay it could take anywhere from one to two years, but we would defer to Public Works on their timeline.

Councilor Flores said I think Jardin de Los Ninos is something that we really have to protect and make sure that it continues for those services. I would hate to see it close down because there is a flaw in the building which could be a safety issue. It is the first childcare center that provides holistic services for the entire family, and it is absolutely fabulous. Other childcare centers for profit would institutionalize that we would have very happy children and probably a happy world.

Councilor Mattiace asked when was this roof to be done? Are we behind on the maintenance of this building?

Raymond Burchfield said I know that we have been patching it. The building is over 20 years old. Thing was built late in the 1990's and as far as the schedule for a scheduled replacement I would have to defer to Public Works for that.

Councilor Mattiace said my point is that I come back into the government, and I see a lot of things not maintained. I see our parks not maintained. The recreational fields not maintained. I see buildings not maintained and now another building not maintained. As a city I don't know where we are throwing all the money, but we really should maintain what we have and we should take care of this program and this building. Somehow maybe Ikani, the City Manager, Mayor, and the council could just fast track this and get the roof fixed.

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-039.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8. RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION

8.1 RESOLUTION NO. 25-040: A RESOLUTION APPROVING AN AMENDED SERVICE AGREEMENT BETWEEN THE CITY OF LAS CRUCES (CITY) AND MESILLA VALLEY COMMUNITY OF HOPE (MVCH) FOR THE EXPANSION OF THE HOMELESS OUTREACH PROGRAM AND AUTHORIZING THE CITY MANAGER TO SIGN SAID AGREEMENT ON CITY'S BEHALF.

Isaac Holguin, Housing Development Specialist gave the overhead presentation.

Councilor McClure asked can we get a detail on long term outcomes by some of the

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people who are going to be engaged in these services and also what the team is going to look like when this kind of comes into fruition?

Nicole Martinez, Director of Mesilla Valley Community of Hope said the outcomes in the city grant started and we were already doing this with the program, we already have the team. So, it is four people, they are all here. The goals that we have for this program are basic street outreach like if you look it up in terms of where it is being practiced throughout the US it is to provide referrals, option for shelter, ties to housing, hygiene, safety, education and so that is what the goal is. Our team is going out and engaging with at least 100 people. You can tell that just within this first quarter that we have already engaged with 128. Last year was two-hundred and something because we had 2 people going out partnering with law enforcement. This really was spurred collaboratively between the City of Las Cruces and Community of Hope. We would often get calls from city councilors saying hey there is somebody off of Telshor can you please go up and outreach to them? Do they know about Community of Hope? Do they know how to get food? The people who are working at Community of Hope are not just expendable like that. Like if someone were tied to a certain program, are they Veteran? Are they enrolled in this housing program? Like we had said we would really love to be able to just respond to a flexible service provider and so it was built in in tandem with Mano y Mano as well and also to go out and do outreach with people so also part of the goals is to offer those referrals and education and hopefully into tenancy of Camp Hope until they can get housing as we are trying to go from unsanctioned encampments around the community. We feel like those outcomes are still to provide a service to a certain number of people and to make sure we are letting people know about the resources at Community of Hope. Many of them we do bring over to Community of Hope. Some may not be appropriate during that particular time, but we continue to provide outreach in terms of staff is doing coordinated assessments there. Getting them enrolled and on to that housing waiting list out in the field as well. Right now, during the summer it is just some basic safety life and death things. We were handing out waters and things like that so in really inclement weather and we will continue to do that into the winter as well.

Councilor McClure asked in terms of the day shelter what it looks like, is there in a way if somebody comes to you as an emergency need, what flexibility do you have in being able to offer something for that evening or something that meets that kind of immediate?

Nicole Martinez said if someone shows up at the shelter, they can access the basic services there. If they need to take a shower, use the restroom, get water, do laundry. They can do those immediately. Accessing housing takes quite some time. Our housing list is really long and also there is a waiting list for Camp Hope. It just depends on what our tenancy looks like at the time, but it can be quite some time until they can get overnight shelter. In those cases, we are referring to our partner across the street, the Mission to see if they have vacancies there but it can be in terms of overnight that can take some time. Again, it depends on the grants. Certain grants allow us to do certain things for certain populations. Overall, the emergency overnight is limited.

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Councilor McClure asked primarily when you have to address sort of detox situation, where do you kind of send them right now?

Nicole Martinez said if somebody is asking for detox, in fact we had that happen recently and somebody on the labor team approached the supervisor and asked for help and wanted to get some assistance. I can't remember the name of the referral we made but we got him in there. So, we will immediately start calling around and figure out where we can place somebody. Looking at things like do they need to go the ER first, can they go straight into services? Is Amador Health Services an appropriate place for them? They are a recovery team. We will just start calling around and access those resources and I just heard, and I had just heard the after of that they were so proud that they got somebody into detox today and that was great. So, making sure that is also an extension of that referral process.

Councilor Mattiace asked how much of the funding will go to Mano y Mano of what you are receiving today?

Nicole Martinez said from my understanding this is just for the outreach team. So, it does not go to Mano y Mano.

Councilor Mattiace asked you had mentioned it but it will not help the Mano y Mano program?

Nicole Martinez said financially no but they do go out together. Mano y Mano has its own funding budget from the City of Las Cruces. So, they do receive their own funding. This is just for the outreach team. So, if Mano y Mano is picking up an encampment, then we have outreach team working with the people there.

Councilor Mattiace asked I hear that you are participating/collaborating with the LIGHT Program with the Fire Department?

Nicole Martinez said, when necessary, we do that. Often times the LIGHT Team is initiated if it is through 911 calls or sometimes our staff is just responding to people. Maybe it has not escalated to that point and if it does and then yes, we are actually or definitely relying on our partners at the Fire Department, LIGHT Team. A lot of times we work with the LCPD Community Outreach Safety Officers and the Codes Officers as well if we are going around town to provide outreach to people.

Councilor Mattiace asked maybe you could share with me, I noticed the numbers they seem to be increasing, an increase in the unhoused? Are you finding that to be true or is it decreasing?

Nicole Martinez said we have seen an increase in numbers. I think that there a quite a few things happening. Data shows that when you have places where you have rents rising and you have low vacancy rates which the city of Las Cruces does you are going to have more unhoused people. Also, we have been providing a lot more services than we did before. We have had some funding boosts. Like we didn't have an outreach team before, now we have an outreach team. We didn't have certain

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grants that were part of Opioid Settlement Funding, rental assistance. We also really expanded our Mano y Mano outreach team and so we have way more people coming to Community of Hope asking for help. Before we were saying no way more times than we were able to say yes now. Helping people with income, helping people get housing, helping people get shelter and so we are absorbing those numbers as to before we weren't because we didn't have the services necessary, we didn't have them at the capacity that we needed.

Councilor Mattiace said I know that I have requested that you have a full day with me on a tour to go through everything you do, Camp Hope, and I hope that comes up pretty soon. I am waiting for your call but are you happy and satisfied with Camp Hope? There is acreage right next to Community of Hope, the city owns it, five or six acres. Why don't we jump to a better idea you know with private enterprise? I have seen it in different cities where they have mobile units, small little 800/1000 square foot homes. Have we even put that out there that we could make it look better, kinder and have better control over it? Or are we just going to continue year after year of just being satisfied with Camp Hope?

Nicole Martinez said I wish we didn't have to have Camp Hope. I wish everyone had housing, but I think that it has been successful in sheltering people, keeping people safe, keeping people close to infrastructure, to bathrooms, to trashcans, to housing, to all the services that they need, and we have done it in a way that has been compassionate and affordable. It has also been a model, I don't know if you have picked up a paper lately and orderly and cleanliness. Again, I would really like for you to come visit Camp Hope.

Councilor Mattiace said I spend a lot of time down there because my daughter works at the clinic, Lauren Mattiace, she is at the Amador Clinic. Her opinion is important to me being a nurse practitioner, she thinks it could be better and so maybe we can make it better. I am willing to make things as to where there is results. Councilor Cassie had a good point, in other words we are missing some things like emergency shelters. Maybe a triage center. Maybe we need shelters to be open to take care of the ones who have mental issues. It seems we just keep doing things half fast and I would just like to do it fully.

Nicole Martinez said if I could just finish the housing piece. We are doing just 50 units of affordable housing, so we do feel that Camp Hope is one piece of the continuum of caring for people who are living outside. Housing is our goal. So, if we could get Amador Crossing built. It is 50 units that will go right there. There is still room to even add more. Maybe mobile units would be something applicable in the future but we know that it won't house as many people as an apartment complex will and right now we have a real shortage as we all know so we would love to get the biggest bang for our buck and so we do have plans to do more but again Camp Hope has been a shining star I think and like I said it has kept people really safe and that is what we will continue to do until we have enough housing to absorb everyone.

Councilor Mattiace asked I know you serve on a board, correct? You were in Dallas, Texas, I believe with Mr. Curry?

Nicole Martinez said I do. I serve on the Federal Home Loan Bank of Dallas Affordable Housing Advisory Committee and New Mexico Housing Trust Fund Committee which I just missed my meeting today.

Councilor Mattiace said I was just thinking if we could spend some time with private enterprise people like Steve Lohman who is building some shelters for the Mescalero's at the reservation and it seems that he got 40 or 50 units done at a cost of a million dollars, \$1.4 million and \$4 million I think was the total amount. Are there any opportunities that we could get more bang for the bucks?

Nicole Martinez said I think there is always opportunity, and we will continue to look for that.

Councilor Bencomo said I just want to read a little bit, something from the Santa Fe New Mexican and I am happy to send you some links to everybody but it is important to get news from lots of places not just Facebook Community Watch and so I wanted to just read this from the Santa Fe New Mexican. This says, Becky Guterrez lived on the streets for several months before a spot opened up at Camp Hope more than a year ago. She said she became homeless when, "everything went wrong with my finances all at once". She appreciates the camp for the sense of security it gives her. She is one of several residents who said they prefer being in the camp to being on the streets. It is safer here than out there Guterrez said. It can get scary, said Diana Torino. You don't want to be on the street at all, Torino and her dog Tesha were at Camp Hope for the second time after she left the rental property amid disputes with her landlord. She didn't mind being back. It is pleasant she said. It is a good steppingstone to moving forward again. They got rules and that is fine. Follow the rules and everything is okay. I just wanted to read that because I think it is so important that we sort of zoom out from the misinformation and the disinformation that often exists on social media and sometimes we get emails and we like oh this must be true. Some of the real data comes from asking people who get services at Community of Hope and who live at Camp Hope. That kind of qualitative data also matters. It matters deeply actually for how then we come here and invest in these kinds of resources like Jardin de Los Ninos who also supports homeless and nearly homeless children and families and so I just want to express the gratitude to all of you. I am proud to continue to support programs like the outreach team so thank you.

Veteran Chavez, Member of the Public said as Mr. Mattiace was saying, he makes a good point about these mobile units. We have plenty of those units in Iraq and we lived in those units, and they were actually pretty good. The only problem with that is that they weren't good when missiles and rockets came in and it affected us. We had community showers and so it worked pretty good. In Afghanistan we had connexes. We had two story connexes. So, you had the bottom floor, we had two people per connex and then up on the second level we had like two people. We had like 30 connexes and that was what, 60 people? And we used AC units, heating and cooling units that they used on top, and they worked good. So, if there is an issue with space in those five acres you can put some mobile units and stuff there. Now it is going to cost. I don't know if it is better to use permanent housing versus this but for temporary

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it would work pretty good. I don't know how much those mobile units cost but you go to Cosco and I think they sell these little homes for \$4,000 to \$5,000 so it is something to think about.

Gage Barnett, Member of the Public said I live here in Las Cruces. I want to speak in support of Community of Hope and the work that they do, and I think the outreach program is one of the most important things that this organization does and I think the more staff they have on it the better and the reason for that is that Las Cruces being here in Southern New Mexico we have incredibly unpredictable weather, we have incredibly strong heat waves. It is a dangerous place to not have access to shelter and what the outreach team does is they go to places where people may not have access to those services otherwise and they can bring them in. They can get them water, they can get them those showers. I moved here about three years ago in the fall of 2021 and when I first moved here, I was coming in as a student and was having a hard time securing housing. I was a young person. I didn't have much of a credit history. I ended up spending my first week in New Mexico living in a tent with everything I owned in the back of my car up at Leasburg Dam State Park and that was terrifying. I had a pretty good tent, and I was a camper, an avid outdoorsman at the time. I knew my way around navigating the environment and I still really struggled and that was for week and that was a week knowing that I would have a place to go at the end and so what the outreach team does is they take people who don't have access to that kind of hope, and they give them that security. They bring them in. They get them the resources that they need. I volunteer for an overdose prevention hotline and one of the things that we really struggle with when we communicate with people is that they want to get services, and they can't because they don't know where they are. They don't know where those services are. They don't have access to internet. Las Cruces is a place that doesn't have 24/7 facilities that are open to the public right? If you are stuck in the middle of the night and you don't have a place to go you don't have a way to get access to Wi-Fi, you don't have a way to access to a place to charge your phone. Las Cruces is a place where you need to have these services, and I think what Community of Hope is doing is they are providing exactly that. They are providing that hope for people. They are bringing people in. They are helping them do the things they need. Get access to the services they need, that they want. The most important thing that we as a community can do for our unhoused folks is no matter what the circumstances are that led them to the position that they are in, it is our responsibility to bring them back to let them know that they are part of our family, no matter what their situation is, no matter what their story is and Community of Hope is doing that. This increase in funding will help us bring our community back together. It will help bring those folks who we need to wrap our arms around them, and it breaks my heart to know that there are people who don't have access to these services when they are right there. It breaks my heart to know that there are services that we know how to provide but we don't have the funding for them. I strongly support this resolution because it will help our community, and it will help the people that we love.

Trent Scribner, Member of the Public said I come here in part to support the resolution for the Community of Hope. As someone who works with the elderly people. I am a caregiver now. I work with elderly people, VA clients especially who are bordering homeless. Las Cruces has had the highest rise percentage wise in the country of rent

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in 2023 and so a lot of people are going to be removed from their homes and the outreach is especially important because older people don't know where to go for these services and so I think it is a really good place to put the money. A lot of the time with my older clients I will spend time trying to help them find services I know are available because I have the benefit of being out here and talking to people but they don't and so giving them the funds that they need to meet people where they are at and tell them what is good is critical, I think.

Yvette Guterrez, Member of the Public said I have been working at the Community of Hope for almost a full three years now doing outreach. I think the work we do is really important, and I love that I get to advocate for a lot of clients and I kind of wanted to share one of my client's stories who I have not talked about in a while, but he was experiencing homelessness and all he really needed was an advocate. He had social security, he was able to get a place, but he didn't have the money because he needed an advocate to go with him to the social security office. That is really all he needed and once we figured out all of his financial situation, we were able to then get him housed and he passed away shortly because he had a lot of health problems. So, I definitely believe in the work that we do because he is the first client I have lost. He was in a very vulnerable state and had that not happened before he passed away where we can get him housed it would have broke my heart way more and knowing that this is just one person it is kind of a lot of all of our clients. Whether they have money or income or not. I think it is important work that we get to do, and I really love this job.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-040.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8.2 RESOLUTION NO. 25-041: A RESOLUTION APPROVING THE EAST MESA PUBLIC RECREATION COMPLEX PUBLIC ART PROJECT.

Ceci Vasconcellos, Public Art Coordinator gave the overhead presentation.

Councilor Flores asked in terms of the location of this artwork, did you specify exactly where that would be?

Ceci Vasconcellos said this is a proposed art sculpture area here. It is in the 10-acre park that is part of the complex.

Councilor Flores asked it is on the northwest if you are looking are looking at the complex?

Ceci Vasconcellos said yes. This is one of the ball fields right here, Camino Coyote.

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-041.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8.3 RESOLUTION NO. 25-042: A RESOLUTION APPROVING THE FIRE STATION 1 AND 6 PUBLIC ART PROJECTS.

Ceci Vasconcellos, Public Art Coordinator gave the overhead presentation.

Councilor Corran said I really loved these presentations by these artists and especially Trevor, he was the last one, I think. We all really liked him, and he was super nervous in his presentation so I am really glad that he got called back for this and I am happy that I will be driving by this everyday so thank you for carrying that through and the committee's work. I didn't even know that was the plan so that is fabulous, so I am excited about it.

Councilor Flores asked did you mention where the money comes from just in case? I don't think you did, how the money is received by the Art Board and all that sort of stuff.

Ceci Vasconcellos said I touched on it. So, per the 2% ordinance anytime we have a GO Bond cycle and the community votes for GO Bonds we do get an automatic 2% that is allocated to public art for those projects or the ones that qualify. So that is how these projects are being funded through the generosity of the community really because they voted on them.

Councilor Flores said I think that art is very important to our lives but given the economic situation our country sees, especially our state, our city, I don't want people to think that we are spending money on things that aren't important and frankly I think it was art that made a lot of people survive the Holocaust. I want to thank the City Art Board, the Quality of Life Director, Carol Brey and Rebecca Slaughter back there who is always hiding but anyways I want to thank you all for your work and your dedication and your expertise.

Ceci Vasconcellos said we do have one GO Bond project that will be coming up. I believe we will be doing that in Councilor Mattiace's district so stay tuned for that.

Councilor Johana Bencomo moved, seconded by Councilor Becki Graham, to Approve Resolution No. 25-042.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becki Graham
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8.4 RESOLUTION NO. 25-043: A RESOLUTION THAT THE CITY OF LAS CRUCES STANDS IN OPPOSITION TO THE LITIGATION POSITION OF THE UNITED STATES IN THE CASE OF TEXAS V. NEW MEXICO &

COLORADO, ORIGINAL, NO. 141.

Adrienne Widmer, Utilities Director gave the overhead presentation.

Councilor Bencomo said I don't have any questions and honestly quite frankly reassure my colleagues up here and the community that we have an incredible leader in Adrienne. She has been a really fierce advocate for our water and for the city of Las Cruces. Try every which way to schedule a one to one with the Attorney General until he said yes and I really do want everyone to know that we have a really fierce advocate on our side and I just wanted to say that publicly Adrienne because I am just in awe of you about just how you are handling this whole situation which frankly is really scary and really thinking about like our future, water is everything and I am excited that we are working closely with the Attorney General. I am excited that we have someone like Secretary Deb Holland in that kind position to really listen to our needs as a state.

Councilor Flores asked this is consistent with our attorneys when they met with us right?

Adrienne Widmer said correct. I worked closely with Legal to go over this to make sure I am capturing all of the information that we wanted to make sure that the Attorney General knows about us so that we can pass that on to the Secretary for the Department of the Interior to actually say this is how this is actually going to affect us. We are only using 7% of all the ground water and we return 45% of water that we pump back to the Rio Grande so our effect to the system is minimal.

Councilor Flores asked the proposal is horrible in that regard? Not the opposition, the thing that was presented at that meeting? At the presentation in terms of what the court held we were definitely short sided. We weren't getting our fair share and that is very clear.

Adrienne Widmer said to the Supreme Court we had gone, and New Mexico, Texas, and Colorado had agreed upon a consent decree, the Special Master concurred with that. He took it to the Supreme Court. The Supreme Court took that, the United States were in opposition of that because they want to get in the middle of it and the Supreme Court sided with the United States to get in the middle of it. So as part of that the United States is professing that everything needs to go back to 1938.

Councilor Flores asked what do you think the outcome will be given the United States is a litigant in this?

Adrienne Widmer said I have no idea, but we are going to continue to move forward to try to do the best we can for the citizens, the businesses, and industry of Las Cruces. We will fight to the end.

Councilor Flores said I want to thank you for all of your work. I can't recall exactly what the problems were. How the US got involved. This is the Rio Grande water that flows and provides water for New Mexico and Texas and Mexico I think too. I agree with Mayor Pro Tem Bencomo that you have done a heck of a job here and I really,

really appreciate it.

Councilor Mattiace asked who else is joining us in the litigation, New Mexico State University, Dona Ana County?

Adrienne Widmer said there are other amici. We have the State of New Mexico, the City of Las Cruces, other amici include the city of Albuquerque, NMSU, CRUA, and New Mexico Power, they are the ones that has like the affton plant, I can't remember the name of them, but they are the ones who have the electric plant down there. They use water for cooling.

Councilor Becki Graham moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-043.

RESULT:	Carried
MOVER:	Councilor Becki Graham
SECONDER:	Councilor Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8.5 RESOLUTION NO. 25-044: A RESOLUTION DETERMINING THE CONDEMNATION OF A PORTION OF THAT PARCEL KNOWN AS 2240 EAST LOHMAN, LAS CRUCES, NEW MEXICO WILL SERVE THE PUBLIC INTEREST; AUTHORIZING THE EXERCISE OF THE POWER OF EMINENT DOMAIN TO CONDEMN SUCH PROPERTY FOR A PUBLIC PURPOSE; AUTHORIZING CITY STAFF TO ACCOMPLISH ALL DEEDS NECESSARY TO CARRY OUT THE PURPOSE OF THIS RESOLUTION.

Adrienne Widmer, Utilities Director gave the overhead presentation.

Councilor Corran said New Mexico heavily restricts eminent domain. We cannot take land unless it is directly necessary for distribution of utilities is the only really place that I think we can claim eminent domain with any kind of sort of reasoning behind it. So, I just say this for the public. We have never used eminent domain in any of the times that I have been here. This is something that is extraordinarily unusual circumstances and related to something that we have to remediate in our city so I just wanted to put that out there. This is not something that any of us take lightly or without seriousness and it does sound like we have made pretty serious efforts to try to remediate this in any other way possible so but just as a note eminent domain is not something that we are liberally using in any context I don't think on city council or as a city so I appreciate the judiciousness in which you are approaching this.

Councilor Flores asked the eminent domain issue will be contested in court?

Adrienne Widmer said if we need to, we will go to court. We are really hoping that if something gets filed, they will just say okay, okay just pay us and get in there and do your work. Obviously if they do not then the paperwork will be filed, and we have to do it within a certain time frame so that we can get right of entry in order to meet schedules related to the sampling schedule.

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Councilor Flores asked in terms of our attorneys who are representing us in this case they would hopefully set forth how the power of eminent domain would probably serve our purpose? It would be favorable to us and hopefully we can omit or skip going to trial on this and there would be a settlement. It is a privately owned business that has control for that water well?

Adrienne Widmer said that is correct. It is privately owned by a corporation in California.

Councilor Mattiace said I just want to take this time to thank Councilor Corran. I am not an advocate of eminent domain either. I really appreciated that explanation and see if you have to go forward.

Councilor Johana Bencomo moved, seconded by Councilor Becky Corran, to Approve Resolution No. 25-044.

RESULT:	Carried
MOVER:	Councilor Johana Bencomo
SECONDER:	Councilor Becky Corran
AYES:	Mayor Eric Enriquez, Councilor Cassie McClure, Councilor William Mattiace, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

9. BOARD APPOINTMENTS

9.1

None.

10. NOTICE OF PROPOSED ORDINANCE(S)

- 1) There will be no public discussion.
- 2) A Councilor may ask staff for clarification on the proposed ordinance(s).

10.1 COUNCIL BILL NO. 25-014; ORDINANCE NO. 3085: AN ORDINANCE REPEALING AND REPLACING CHAPTER 38, ARTICLE V, SECTION 38-46, LAS CRUCES INNOVATION AND INDUSTRIAL PARK OVERLAY ZONE DISTRICT, OF THE CITY OF LAS CRUCES MUNICIPAL CODE (LCMC) IN ITS ENTIRETY. SUBMITTED BY THE CITY OF LAS CRUCES (CASE ZCA-24-01).

Council agreed to bring it forward.

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11.1 COUNCILOR MCCLURE

I am actually really glad that we pulled the Jardin de Los Ninos off the consent agenda. I just want to share that was one of the best tours I have taken probably a couple of months ago because I had seen my role in trying to find as much information about what I feel is our holistic system of different services that the city provides, nonprofits provide, what are we doing? They graciously took me in. They showed me the kiddos that they are working with and waved to me. On one hand broke my heart and on the other hand making me feel that we actually do a lot for some of the most vulnerable populations, and we can't do it without the partners we

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have already. There are a lot of things that are hindered due to state regulations there. There are a lot of things we have gaps in and so looking at some of the things last week Councilor Graham and I went to Gospel Rescue Mission, and we had asked them, what are your challenges? That is always something I am always curious about. They said well we have detox when we have when people are in active substance abuse it is hard for us to work with that and so I am hopeful that there is a Las Cruces Recovery Center that is starting and having an open house this week, PEAK is getting back on board with critical care and I am curious to see how we can do an emergency shelter. Where can we put people? Especially with some of the Supreme Court challenges that we are going to face at some point. I have spoken to other council members to see what that would look like for us but I am also not a big fan of reworking the wheel and Gospel Rescue is working on a kitchen/cold weather shelter and I would like to propose we look at helping fund that because we could work on reinventing the wheel but also we can continue to support or back our partners we have today with Mesilla Valley Community of Hope. I agree to that we have to be advocates in larger ways and a lot of people can't do it alone and it is our partnerships that make this happen. I am hoping we can look at that. I had some information that I passed to the Mayor but I think I sent it to Christine and I will see if we can pass it to the entire board then too.

11.2 COUNCILOR MATTIACE

I would like to again support Councilor Cassie on that support for Gospel Rescue Mission. I think that would be a great partner to support.

11.3 COUNCILOR GRAHAM

As noted, a couple of times during public comment earlier, early voting starts tomorrow. So, I want to encourage everyone. I think a great first stop is [NMVote.org](https://nmvote.org), download your sample ballot because even as someone who is perhaps almost too plugged in politically when I look at my sample ballot something surprises me. As you are doing your research I just want to continue to suggest some of our local resources, KRWG, the Las Cruces Bulletin, and the League of Women Voters of Southern New Mexico are three great places that have some in depth coverage on local candidates, their positions, KRWG Candidate Forums have started and they also have a series of recordings on their election center space on their website where it is kind of recorded statements from candidates who may not be close enough in the region to come in for candidate forums but you can still get some more information.

11.4 COUNCILOR CORRAN

Last week I met someone who is new to Las Cruces, and she talked about going to I think the Museum of Science. I just wanted to give a shout out to the Quality of Life and museum folks, but she really talked about the bilingual information cards at our museums and was basically shocked. She said that her mom was monolingual Spanish speaker and was coming to town and so she couldn't wait to take her to the City of Las Cruces museums. She has never lived anywhere where that was the case so thank you for that. It is seen and appreciated by community folks.

I also wanted to thank all of the city folks who showed up for Southern New Mexico Pride. Visit Las Cruces who we had the lucky fortune to walk with, the Fire Department, LCPD giving out popcorn and making it a really safe environment for

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folks including Lieutenant Wiitala who I know has really worked hard to make sure that PRIDE is a great event. ASCMV had dogs. I hope they all got adopted. PRIDE was a really fun event. It was bigger than it has ever been in the past and I expected it will keep growing thanks to all of the city departments and folks. Everyone that was there it was a really great event. So, thank you for doing that.

I also wanted to give a quick update I went to Lincoln, Nebraska for the EPA Local Government Advisory Council a few weeks ago which I am appointed to as a function of my work here and representing Southern New Mexico and all of New Mexico. First, New Mexico was represented by Secretary of Agriculture Jeff Witte who had been the longest serving local government advisory council member in the committee's history and he just cycled off this last time, so I just wanted to give a little shout of gratitude for him because he really helped our state's needs be presented about as part of conversation about PFOS. Gratitude to Secretary Witte for also helping orient me to the committee and I will be sharing all of these things with the city departments primarily, Utilities, Adrienne gets a lot of these from me, but we gave inputs on the EPA's Community Action Road Map to address accumulative impacts in overburdened communities. Basically, the environmental justice framework that helps communities engage in a process to understand how they can remediate environmental injustices of the past. We also gave input to the water system restructuring assessment rule which sounds really bureaucratic but actually what happens when a small rural water system goes awry and how bigger water systems might be influenced by that and might be engaged in some restructuring as it relates to that. I am not saying that that is necessarily a thing that is happening here, but we did give inputs to what the hopes would be if the EPA created the rules around, or when the EPA creates the rules around that restructuring. And we also found out about a whole bunch of funding resources, loans, grants, other technical support resources for Brownfield as we have here, outdoor recreation, a whole bunch of really cool funding resources that I will also be sharing with city staff as I go through all the materials that I have and can share that back to folks. I am really grateful to be able to participate in those conversations. I do think that the EPA administration listens, I hope they listen to our inputs when we give them and to these upcoming rules.

I also wanted to just mention that we are having the Peachtree Canyon Affordable Housing Complex groundbreaking on Thursday morning. I am really excited, 144 units in District 5. It will be beautiful, so I am really looking forward to that happening on Thursday morning. Thank you to Natalie and the team for really making that which is a public/private partnership. A lot of different funding mechanisms were used as a part of that. The county is chipping in, the state is chipping in, and it is going to be 144 units that will be affordable for 40 years. So, something that we can all be very proud of as it comes to fruition and the last part is the big slides which everyone is really sad about. I have been hearing a lot about the big slides which are gone because they were hazardous apparently. I will just say that people my size apparently were just shooting out the bottom and being injured. The Parks & Rec have been working really hard on fixing up the Pacific Loop Park and there will be something to replace those slides that is probably a little safer. I think it will have a pretty fun value for most people who aren't willing to risk life and limb in a very steep and speedy slide. It is up and coming and you will see new things coming up in there. I do want to thank Parks & Rec. They did put up fencing around the pickleball/other things courts and that

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really helps for folks playing there to not be constantly losing their balls. The park is a work in progress, and I hope folks will bear with me, but it is coming along, and I appreciate Parks & Rec on working on making that park the best it can be for everyone.

11.5 COUNCILOR FLORES

None.

11.6 COUNCILOR BENCOMO

Before we move forward exploring any conversation regarding Gospel Rescue to note for me anyway that I think it is important that we talk about anti-discriminatory policies that the city has and believes in. You know the city does not discriminate against folks in our community before they receive any services based on immigration status, English proficiency, religious affiliation, disability and Gospel Rescue Mission would have to come to the table around following those policies. I think that is an important note to make. Additionally, we just have to remain steadfast as to what we truly need is more permanent supportive housing. I think that if we continue to explore temporary shelters, the goal is never to expand temporary shelters really it is to minimize them. Minimize them because we have permanent supportive housing, and I just want us to remain focused on the goal ultimately. If staff begins to explore any of those suggestions.

I also wanted to thank anybody who had anything to do with organizing the PRIDE event this last weekend. It was a lot of fun. I really love that event and participating in it and really standing with folks in the LGBTQ+ community and everything that PRIDE stands for.

I also wanted to thank Catrina and Andres my intern for the event they helped organize in the Branding Iron Circle neighborhood, the trash clean up. Thank you, Catrina, I don't know what I would do without you.

Lastly, I hope I am not stealing this from Ikani but I do think it is important that I note that the Legislative Committee Courts, Corrections and Justice Committee with all of its legislators is here this week October 9th and 10th at Stan Fulton Athletic Center, Villa Nueva Victory Club. On Wednesday they will be discussing a lot of criminal justice reform things. Our very own Chief Story will be on a panel at noon on Wednesday and later that afternoon at three there is a Housing and Public Safety Solutions panel with Nicole Martinez and other folks. Then on Thursday actually the agenda includes a lot of health care equity conversations including closed executive session update on Memorial Medical Center to the legislature from the AG staff. Then later that afternoon there is a lot of conversation around private equity and health care that I think is pertinent to the conversation we are currently having around our hospital.

11.7 MAYOR ENRIQUEZ

Thank you, Councilor McClure, for bringing that up. As we heard today from the outreach team it is evident that there are more needs and services and issues that we need address. We will explore all of those and look at in every aspect for the betterment of the community. I just wanted to share and thank Visit Las Cruces and

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also Senator Steinborn. They brought the Outdoor Economic Conference here to Las Cruces. It was a great event. A lot of energy, a lot of enthusiasm. People from all over the state and other states came to participate. With that I also want to thank Parks & Rec, a shout out. We just had the Whole Enchilada Softball Tournament this past weekend, 252 teams came in, represented by 17 states. Even the umpires from all over states, the players, the teams bring a lot of GRT to our community. It is actually the largest softball tournament in the nation, so it is great that we still have that here in Las Cruces and it is still going.

A shout out to our homebuilders. I also participated in the groundbreaking of the Casa for a Cause. This is where home builders build a house and then donate all the proceeds from the sale of that house to our nonprofit organizations and with that, they are also sponsoring the Build my Future which will be this Thursday at Field of Dreams and that will be taking place from 8 a.m. to 3 p.m.

What took place this week with healthcare, I was asked to speak at the Burrell College for National Latino Physician Day. It was pretty impressive to see the future and what Burrell College is doing as a whole but what it does for our health care in this community and to see the youth and the energy and enthusiasm in their health care and what they want to do for this community. It is great to see.

MountainView held a ribbon cutting for a brand-new MRI machine that they have just purchased. It was twenty years old, and they came up with a new one and so that is great for our health care and our community as far as early diagnosis and things that can help with the future for health care. That is great that our hospitals are moving in that direction to better our community with health care.

For me, I will share this news with council that have been elected as a Chair for the Mayor's Caucus through the New Mexico Municipal League so that will be starting out a lot of conversations with mayors throughout New Mexico so we can start moving that as far as legislative needs. Whether there is laws or policies or Capital Outlay as a whole for New Mexico to go to the New Mexico Municipal League. So, I think somebody made a comment earlier on will we be there in Santa Fe, yes and I personally am participating by being elected the new Chair for the Mayor's Caucus.

12. CITY MANAGER REPORT

12.1 IKANI TAUMOEPEAU

We had a comment of whether we were being intentional with our legislative session that is upcoming and I just wanted to share with the public that it has always been our goal as a city to be as intentional and strategic as possible for preparation of legislative sessions. Last year and the previous years we have had several meetings with legislators and representatives of those who can make it similar to this year. We have initiated especially in a very tough year there is elections happening for our representatives and senators, but we are grateful for those who have accepted our meeting this year to meet with them. We had several representatives and senators make the time to meet with us and we actually had one just a few days ago. They came here to City Hall and talked about strategy, and so I just wanted to share that

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with the public and make it known that we are being international to this year in being strategic in build those relationships.

Just a timeline for you all here at city council, October 24th we will have a meeting internally. Where right now we have our P&I group looking at all the projects right now. They will present it to us internally before it comes to you in a Work Session. It will come to you in a

Work Session November 12th and there not only the projects but you will also hear policy items, policy items. Policy item that will come to you are the septic system. The septic system, they are funded but it is the connection to the septic system and there is a tweak that we are requesting of the anti-donation tweak and that is one of the things we are requesting and will bring forward to you on November 12th Work Session. Additionally, IPRA legislation which touches the heart of our City Clerk, Christine and all the clerks around and many of us. That is one of the things that we will be taking and if there is anything else that you would like to bring up at the Work Session that is when you will receive the projects that we have ranked and prioritized internally and that is when you can also make tweaks and modify what you would really like to see there and then December 3rd is the council resolution and legislative priorities, that is when it is solidified there. Again, the dates are October 24th is when we see it internally, November 12th is a Work Session, December 3rd you will finalize everything that you see there. And then there was a discussion for the roof project, appreciate council sharing sentiment for Jardin de Los Ninos roof project. There is a gap funding of about \$125,000 to \$150,000. It looks like there is consensus here to bring it forward to a budget adjustment. I just want to let you know we will bring that at the next appropriate budget adjustment to get that funded so thank you for sharing in that and then you can approve it in the next council meeting that that is presented to you.

The 2024 Las Cruces Air Expo is October 19th, October 20th at the Las Cruces International Airport. Activities are 10 a.m. to 4 p.m. on both days. There will be aerial performers, air racing, STEM activities, food vendors and more. Last year we had about 7,000 throughout the event. This is a huge event, there is a lot so plan on it and again the addition of air racing that is a big one. There is an expansion of aerial events and there is an expansion into air racing. Last year for those who don't know there was just a demonstration for air racing but there wasn't an actual air racing event. This year the air racers are coming in. About twenty pilots or so are coming in for this multi day event.

Visit Las Cruces is teaming up with NMSU Land American Programs to celebrate Latinx Heritage month with two events. Cumbia lessons on October 10th and Baila Las Cruces on the Plaza and then an opportunity to show off your new dance moves on October 16th with Sonido Cachumbo live at the Corbett Outdoor Stage. Both events are free and open to everyone.

Parks & Rec's Spooky Splash Night movie at Las Cruces Natatorium on Friday, October 11th at 7 p.m., The Addams Family, rated PG. The cost of admission is one nonperishable food item per person. All ages are welcome. Proper swim wear is required.

In Community Development the Veteran’s Day Parade will be held November 9th, 2024, 11 a.m. beginning at Lohman and Main Street. The Veteran's Day Parade Poster Contest winner was announced. We appreciate all the students at LCPS and those that participated. This year’s parade grand marshals have been selected from the city and county first responders, they are Veterans. The Grand Marshal will be presented to the Mayor and City Council at your meeting October 21st at proclamations and recognitions. There is one grand marshal from each branch of the military service, Army, Air Force, Navy, Marines, and Coast Guard.

Last announcement is that the city’s development has surpassed 2023, last year’s activity level and there are three months remaining for the 2024. Projections are that 2024 development permit valuations will exceed 2023 permit valuations by approximately 15%.

13. ADJOURNMENT
13.1

Councilor Yvonne Flores moved, seconded by Councilor Becky Corran, to adjourn at 4:11 p.m.

RESULT:	Carried
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Becky Corran

Mayor

City Clerk



25-050

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		Adopted:	November 4, 2024
Drafter:	Christine Rivera	Department:	City Clerk
Program:	Compliance	Line of Business:	Office of City Clerk
Title:	A RESOLUTION ESTABLISHING DATES FOR HOLIDAY OBSERVANCE FOR CITY EMPLOYEES IN 2025.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To approve a holiday schedule for employees in 2025.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
On an annual basis, the City Council determines the schedule of holidays to be taken by City employees. On February 19, 2008, City Council amended the holiday schedule to include an additional holiday after Christmas Day and calling the additional day a "Winter Holiday." On June 17, 2021, President Joe Biden signed legislation making Juneteenth (June 19th) a Federal Holiday, the first since Martin Luther King, Jr. Day in 1983. On October 11, 2021, President Joe Biden began yearly proclamations declaring Indigenous Peoples' Day.

The attached Exhibit "A" reflects the proposed holidays for 2025. The Federal Government approved eleven (11) holidays for 2025, the State of New Mexico approved eleven (11) holidays for 2024, and Dona Ana County approved fourteen (14) holidays for observance in 2024. If approved, City of Las Cruces employees would be granted thirteen (13) paid holidays in 2025.

SUPPORT INFORMATION:
[Exhibit "A" - Holiday Schedule 2025](#)
[Attachment "A" - Federal Holidays](#)
[Attachment "B" - State Holidays](#)
[Attachment "C" - County Holidays](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

Does this action amend the Capital Improvement Plan (CIP)?

- ☐ Yes
☒ No

Does this action align with Elevate Las Cruces?

- ☐ Yes
☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and the proposed holiday schedule for 2025.
2. Vote "No"; this will not approve the Resolution and the proposed holidays for City employees, and all offices will remain open.
3. Vote to "Amend"; this could change the number of observed holidays.
4. Vote to "Table"; this could delay the planning for other departments.

RESOLUTION 25-050

A RESOLUTION ESTABLISHING DATES FOR HOLIDAY OBSERVANCE FOR CITY EMPLOYEES IN 2025.

The City Council is informed that:

WHEREAS, the City of Las Cruces observes and entitles its employees to thirteen (13) holidays per year.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the days of observance as listed on attached Exhibit "A", 2025 Holiday Schedule, be authorized and observed for the period beginning January 2, 2025 and ending January 1, 2026.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

Mayor

ATTEST:

City Clerk

Moved by:

Seconded by:

AYES

NAYS



2025 Holiday Schedule

Monday, January 20, 2025	Martin Luther King’s Birthday
Monday, February 17, 2025	President’s Day
Monday, May 26, 2025	Memorial Day
Thursday, June 19, 2025	Juneteenth
Friday, July 4, 2025	Independence Day
Monday, September 1, 2025	Labor Day
Monday, October 13, 2025	Indigenous People’s Day
Tuesday, November 11, 2025	Veteran’s Day
Thursday, November 27, 2025	Thanksgiving Day
Friday, November 28, 2025	Thanksgiving Holiday
Thursday, December 25, 2025	Christmas Day
Friday, December 26, 2025	Winter Holiday
Thursday, January 1, 2026	New Year’s Day

Federal Holidays

Overview	2024	2025	2026	2027	2028	2029	2030	Historical Data
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2025

2025 Holiday Schedule

Date	Holiday
Wednesday, January 01	New Year's Day
Monday, January 20	Birthday of Martin Luther King, Jr.
Monday, January 20 *	Inauguration Day
Monday, February 17 **	Washington's Birthday
Monday, May 26	Memorial Day
Thursday, June 19	Juneteenth National Independence Day
Friday, July 04	Independence Day
Monday, September 01	Labor Day
Monday, October 13	Columbus Day
Tuesday, November 11	Veterans Day
Thursday, November 27	Thanksgiving Day
Thursday, December 25	Christmas Day



STATE PRINTING &
GRAPHIC DESIGN SERVICES
A DIVISION OF GENERAL SERVICES DEPARTMENT

2024 EMPLOYEE CALENDAR

COURTESY OF STATE PRINTING

Paydays
Pay Period Ends
Holidays

JANUARY 2024

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2024

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
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MARCH 2024

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APRIL 2024

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MAY 2024

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JUNE 2024

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JULY 2024

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AUGUST 2024

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SEPTEMBER 2024

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OCTOBER 2024

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NOVEMBER 2024

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DECEMBER 2024

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Agenda Item #7

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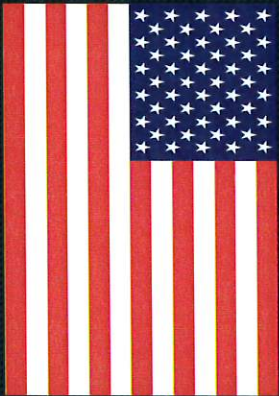
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DOÑA ANA COUNTY
EMPLOYEE CALENDAR 2024



January

S	M	T	W	T	F	S
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April

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June

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July

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August

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September

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October

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November

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December

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28	29	30	31			

Pay Day

Pay Period End

Observed Holiday

New Hire Orientation



25-051

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: November 4, 2024		
Drafter:	Penny Wilson	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF TWO (2) CONTRACTS FOR PAINT AND BODY WORK SERVICES TO A COMBINED TOTAL OF \$550,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-038).		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
Increase annual amount for paint and body work contracts.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
In September of 2019, the City of Las Cruces (City) issued Request for Proposals (RFP) No. 19-20-038 to solicit paint and body work services. On March 2, 2020, City Council approved Resolution 20-109 awarding contracts to ABC Paint and Body, LLC, The Body Works (no longer in business), and Classic 4X4, LLC, of Las Cruces in a combined total not to exceed \$270,000, plus New Mexico Gross Receipts Tax, annually.

Rising parts and labor costs have resulted in greater expenditures than expected when the contracts were originally brought to City Council for approval. To enable the City to continue to use these services, the Fleet program is requesting an increase in the combined not-to-exceed amount of the contracts for Paint and Body Services to \$550,000, plus New Mexico Gross Receipts Tax, annually, and to amend the remaining agreements to remove the original limits as outlined in Exhibits "A" and "B". The current contracts are valid through March 5, 2025 and Purchasing is already working on the next RFP issuance.

SUPPORT INFORMATION:
[Exhibit "A" 19-20-038 Paint & Body Work SA - ABC Paint and Body - Amendment 2](#)
[Exhibit "B" 19-20-038 Paint & Body Work SA - Classic 4X4 - Amendment 1](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes

Agenda Item #7.2.

☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: **AVAILABLE AMOUNT:** **EXPENDITURE AMOUNT:**

Funding Source(s):

Various

Overall Budget Impact:

Two programs utilize these contracts, Solid Waste and Fleet Services. Each program will open purchase order requests that will be dependent upon available budgeted amounts and funds approved through the Budget program.

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an increase in the combined not-to-exceed amount for Paint and Body Work Services to \$550,000 annually, plus New Mexico gross receipts tax.
2. Vote "No"; this will deny the Resolution, which will negatively impact continued Fleet operations and continuity of services.
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay the increase, which will negatively impact continued Fleet operations and continuity of services.

REFERENCE INFORMATION:

Original Resolution 20-109

RESOLUTION 25-051

A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF TWO (2) CONTRACTS FOR PAINT AND BODY WORK SERVICES TO A COMBINED TOTAL OF \$550,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-038).

The City Council is informed that:

WHEREAS, in September of 2019, the City of Las Cruces (City) issued Request for Proposals (RFP) No. 19-20-038 to solicit paint and body work services; and

WHEREAS, on March 2, 2020, City Council approved Resolution 20-109 awarding contracts to ABC Paint and Body, LLC, The Body Works, and Classic 4X4, LLC, of Las Cruces in a combined total not to exceed \$270,000, plus New Mexico Gross Receipts Tax, annually; and

WHEREAS, rising parts and labor costs have resulted in greater expenditures than expected when the contracts were originally brought to City Council for approval; and

WHEREAS, the Fleet program is requesting an increase in the combined not-to-exceed amount of the contracts for Paint and Body Services to \$550,000, plus New Mexico Gross Receipts Tax, annually, and to amend the remaining agreements to remove the original limits as outlined in Exhibits "A" and "B".

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Resolution authorizing the increase in the annual not-to-exceed amount of two (2) contracts for paint and body work services to a combined total of \$550,000, plus New Mexico Gross Receipts Tax, annually, and to amend the remaining agreements to remove the original limits as outlined in Exhibits "A" and "B", attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

AMENDMENT NO. 2

19-20-038 Paint & Body Work Services

This amendment, made this _____ day of November, 2024 by and between the CITY OF LAS CRUCES and ABC PAINT & BODY, LLC of 490 C N. Valley Dr., Las Cruces, NM 88005.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated March 6, 2020, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. COMPENSATION is modified to read as follows:

“The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP #19-20-038. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.”

Subject to the modifications set forth in this amendment, the above referenced original agreement dated March 6, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

ABC PAINT & BODY, LLC

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 for BD 9/27/24

City Attorney



CITY OF LAS CRUCES

AMENDMENT NO. 1

19-20-038 Paint & Body Work Services

This amendment, made this _____ day of November, 2024 by and between the CITY OF LAS CRUCES and CLASSIC 4X4 COMPANY, LLC of 1680 W. Amador Ave, Las Cruces, NM 88005.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated March 3, 2020, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. COMPENSATION is modified to read as follows:

“The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP #19-20-038. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.”

Subject to the modifications set forth in this amendment, the above referenced original agreement dated March 3, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

CLASSIC 4X4 COMPANY, LLC

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM


for BD 9/27/24

City Attorney



25-052

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		Adopted:	November 4, 2024
Drafter:	Penny Wilson	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION AUTHORIZING AN INCREASE IN TWO (2) CONTRACTS FOR LIGHT DUTY AUTOMOBILE AND TRUCK PARTS AND LABOR FOR A COMBINED TOTAL NOT TO EXCEED \$530,000 PLUS NEW MEXICO GROSS RECEIPTS TAX ANNUALLY (PROCUREMENT NO. 19-20-107).		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
Increase the annual amount for automobile and truck parts and labor contracts.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
In February of 2020, the City of Las Cruces (City) issued Request for Proposals (RFP) No. 19-20-107 to solicit light duty automobile and truck parts and labor services. On July 20, 2020, City Council approved Resolution 21-012 awarding contracts to A5 Auto Supply, dba NAPA and Casa Crosses, LLC, dba Casa Ford in Las Cruces, in a combined total not to exceed \$260,000, plus New Mexico Gross Receipts Tax, annually.

Rising parts and labor costs have resulted in greater expenditures than expected when the contracts were originally brought to City Council for approval. To enable the City to continue to use these services, the Fleet program is requesting an increase in the combined not-to-exceed amount of the contracts for Light Duty Automobile and Truck Parts and Labor Services to \$530,000, plus New Mexico Gross Receipts Tax, annually, and to amend one agreement to remove the original limit as outlined in Exhibit "A". The contracts are valid through June 30, 2025, and Purchasing will be working on the next RFP issuance.

SUPPORT INFORMATION:
[Exhibit "A" 19-20-107 Light Duty Auto Truck Parts and Labor SA - Casa Ford - Amendment 1](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

DOES THIS AMEND THE BUDGET?:
☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: **AVAILABLE AMOUNT:** **EXPENDITURE AMOUNT:**

Funding Source(s):

Various

Overall Budget Impact:

Two programs utilize these contracts, Solid Waste and Fleet Services. Each program will open purchase order requests will be dependent upon available budgeted amounts and funds approved through the Budget program.

Does this action amend the Capital Improvement Plan (CIP)?

- ☐ Yes
- ☒ No

Does this action align with Elevate Las Cruces?

- ☐ Yes
- ☒ No

OPTIONS / ALTERNATIVES:

- 1. Vote "Yes"; this will approve the Resolution authorizing an increase in the combined not-to-exceed amount for Light Duty Automobile and Truck Parts and Labor Services to \$530,000, plus New Mexico gross receipts tax, annually.
- 2. Vote "No"; this will deny the Resolution, which will negatively impact continued Fleet operations and continuity of services.
- 3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
- 4. Vote to "Table"; this could delay the increase, which will negatively impact continued Fleet operations and continuity of services.

REFERENCE INFORMATION:

Original Resolution 21-012

RESOLUTION 25-052

A RESOLUTION AUTHORIZING AN INCREASE IN TWO (2) CONTRACTS FOR LIGHT DUTY AUTOMOBILE AND TRUCK PARTS AND LABOR FOR A COMBINED TOTAL NOT TO EXCEED \$530,000 PLUS NEW MEXICO GROSS RECEIPTS TAX ANNUALLY (PROCUREMENT NO. 19-20-107).

The City Council is informed that:

WHEREAS, in February of 2020, the City of Las Cruces (City) issued Request for Proposals (RFP) No. 19-20-107 to solicit light duty automobile and truck parts and labor services; and

WHEREAS, on July 20, 2020, City Council approved Resolution 21-012 awarding contracts to A5 Auto Supply, dba NAPA and Casa Crosses, LLC, of Las Cruces in a combined total not to exceed \$260,000, plus New Mexico Gross Receipts Tax, annually; and

WHEREAS, rising parts and labor costs have resulted in greater expenditures than expected when the contracts were originally brought to City Council for approval; and

WHEREAS, the Fleet program is requesting an increase in the combined not-to-exceed amount of the contracts for Light Duty Automobile and Truck Parts and Labor Services to \$530,000, plus New Mexico Gross Receipts Tax, annually, and to amend one agreement to remove the original limit as outlined in Exhibit "A".

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Resolution authorizing the increase in the combined annual not-to-exceed amount of two (2) contracts for light duty automobile and truck parts and labor services to \$530,000 plus New Mexico Gross Receipts Tax, annually, and to amend one agreement to remove the original limit as outlined in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

AMENDMENT NO. 1

19-20-107 Light Duty Auto & Truck Parts & Labor

This amendment, made this ____ day of November, 2024 by and between the CITY OF LAS CRUCES and CASA FORD, INC. of 470 Boutz Rd., Las Cruces, NM 88005.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated July 29, 2020, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section 4. COMPENSATION is modified to read as follows:

“The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP #19-20-107. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.”

Subject to the modifications set forth in this amendment, the above referenced original agreement dated July 29, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

CASA FORD, INC.

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

_____ for BD 9/27/24
City Attorney



25-053

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: November 4, 2024		
Drafter:	Penny Wilson	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF FOUR (4) CONTRACTS FOR MEDIUM DUTY VEHICLE PARTS AND LABOR SERVICES TO A COMBINED TOTAL OF \$490,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-131).		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:

To authorize an increase in the annual contract amount for medium duty vehicle parts and labor services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In May of 2020, the City of Las Cruces (City) issued Request for Proposals (RFP) No. 19-20-131 to solicit medium duty vehicle parts and labor services. On August 17, 2020, City Council approved Resolution 21-029 awarding contracts to A5 Auto Supply dba NAPA, Brewer Oil Co. (later assigned to RelaDyne West, LLC), RJ Border International Trucks, LLP dba Border International Trucks, and Rush Truck Center in a combined total amount not to exceed \$300,000, plus New Mexico Gross Receipts Tax, annually.

Rising parts and labor costs have resulted in greater expenditures than expected when the contracts were originally brought to City Council for approval. To enable the City to continue to use these services, the Fleet program is requesting an increase to the contracts for Medium Duty Vehicle Parts and Labor Services in the combined not-to-exceed amount of \$490,000, plus New Mexico Gross Receipts Tax, annually, and to amend the agreements to remove the original limits as needed, as outlined in Exhibits "A" and "B".

SUPPORT INFORMATION:

[Exhibit "A" 19-20-131 Medium Duty Vehicle Parts and Labor SA - RJ Border - Amendment 2](#)
[Exhibit "B" 19-20-131 Medium Duty Vehicle Parts and Labor SA - Rush Truck - Amendment 1](#)

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:

AVAILABLE AMOUNT:

EXPENDITURE AMOUNT:

Funding Source(s):

Various

Overall Budget Impact:

Two programs utilize these contracts, Solid Waste and Fleet Services. Each program will open purchase order requests will be dependent upon available budgeted amounts and funds approved through the Budget program.

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an increase in the combined not-to-exceed amount for Medium Duty Vehicle Parts and Labor Services contracts to \$490,000, plus New Mexico gross receipts tax, annually.
2. Vote "No"; this will deny the Resolution, which will negatively impact continued Fleet operations and continuity of services.
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay the increase, which will negatively impact continued Fleet operations and continuity of services.

REFERENCE INFORMATION:

Original Resolution 21-029

RESOLUTION 25-053

A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF FOUR (4) CONTRACTS FOR MEDIUM DUTY VEHICLE PARTS AND LABOR SERVICES TO A COMBINED TOTAL OF \$490,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-131).

The City Council is informed that:

WHEREAS, in May of 2020, the City of Las Cruces (City) issued Request for Proposals (RFP) No. 19-20-131 to solicit medium duty vehicle parts and labor services; and

WHEREAS, on August 17, 2020, City Council approved Resolution 21-029 awarding contracts to A5 Auto Supply, dba NAPA, Brewer Oil Co., RJ Border International Trucks, LLP, dba Border International Trucks, and Rush Truck Center in a combined total not to exceed \$300,000, plus New Mexico Gross Receipts Tax, annually; and

WHEREAS, rising parts and labor costs have resulted in greater expenditures than expected when the contracts were originally brought to City Council for approval; and

WHEREAS, Fleet staff are requesting an increase in the combined not-to-exceed amount of the contracts for Medium Duty Vehicle Parts and Labor Services to \$490,000, plus New Mexico Gross Receipts Tax, annually, and to amend the agreements to remove the original limits as needed, as outlined in Exhibits "A" and "B".

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Resolution increasing the combined annual not-to-exceed amount of four (4) contracts for medium duty vehicle parts and labor services to \$490,000, plus New Mexico Gross Receipts Tax, annually, and to amend the agreements to remove the original limits as needed, as outlined in Exhibits "A" and "B", attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

Agenda Item #7.4.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

AMENDMENT NO. 2

19-20-131 Medium Duty Vehicle Parts & Labor

This amendment, made this ____ day of November, 2024 by and between the CITY OF LAS CRUCES and RJ BORDER INTERNATIONAL TRUCKS LLP, dba Border International Trucks of 1670 S. Valley Dr., Las Cruces, NM 88005.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated September 4, 2020, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section 4. COMPENSATION is modified to read as follows:

“The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP #19-20-131. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.”

Subject to the modifications set forth in this amendment, the above referenced original agreement dated September 4, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

RJ BORDER INTERNATIONAL TRUCKS
LLP, dba BORDER INTERNATIONAL
TRUCKS

CITY OF LAS CRUCES

BY: _____
Jon V. Cogdill
General Manager

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM
for BD 9/27/24

City Attorney



CITY OF LAS CRUCES

AMENDMENT NO. 1

19-20-131 Medium Duty Vehicle Parts & Labor

This amendment, made this _____ day of November, 2024 by and between the CITY OF LAS CRUCES and RUSH TRUCK of NM of 2802 W. Amador, Las Cruces, NM 88005.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated September 1, 2020, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section 4. COMPENSATION is modified to read as follows:

“The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP #19-20-131. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.”

Subject to the modifications set forth in this amendment, the above referenced original agreement dated September 1, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

RUSH TRUCK of NM

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM
 for BD 9/27/24

City Attorney



25-054

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: November 4, 2024		
Drafter:	Penny Wilson	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF EIGHT (8) CONTRACTS FOR HEAVY DUTY VEHICLE PARTS AND LABOR SERVICES TO A COMBINED TOTAL \$1,325,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-132).		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:

To authorize an increase in the annual contract amount for heavy duty vehicle parts and labor services.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

In May of 2020, the City of Las Cruces (City) issued Request for Proposals (RFP) No. 19-20-132 to solicit heavy duty vehicle parts and labor services. On August 17, 2020, City Council approved Resolution 21-028 awarding contracts to A5 Auto Supply, dba NAPA, Brewer Oil Co.(assigned to RelaDyne West LLC), Pete's Equipment Repair, Inc., RJ Border International Trucks, LLP, dba Border International Trucks, Rush Truck Center, Sierra Machinery, Inc.(assigned to ROMCO, Inc.), Siddons Martin Emergency Group, LLC, and Wagner Equipment Co. in a combined total not to exceed \$930,000 plus New Mexico Gross Receipts Tax, annually.

Rising parts and labor costs have resulted in greater expenditures than expected when the contracts were originally brought to City Council for approval. To enable the City to continue to use these services, the Fleet program is requesting an increase in the combined not-to-exceed amount of \$1,325,000, plus New Mexico Gross Receipts Tax, annually, for the Heavy Duty Vehicle Parts and Labor Services contracts and to amend the remaining agreements to remove the original limits as outlined in Exhibits "A" through "F".

SUPPORT INFORMATION:

- [Exhibit "A" 19-20-132 Heavy Duty Veh Parts Labor SA - Pete's Equipment Repair Inc - Amendment 2](#)
- [Exhibit "B" 19-20-132 Heavy Duty Veh Parts Labor SA - RJ Border - Amendment 2](#)
- [Exhibit "C" 19-20-132 Heavy Duty Veh Parts Labor SA - Rush Truck Center - Amendment 1](#)
- [Exhibit "D" 19-20-132 Heavy Duty Veh Parts Labor SA - Siddons Martin - Amendment 3](#)
- [Exhibit "E" 19-20-132 Heavy Duty Veh Parts Labor SA - Sierra Machinery to ROMCO - Amendment 2](#)
- [Exhibit "F" 19-20-132 Heavy Duty Veh Parts Labor SA - Wagner - Amendment 2](#)

DOES THIS AMEND THE BUDGET?:

☐ Yes

Agenda Item #7.5.

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution authorizing an increase in the combined not-to-exceed amount for Heavy Duty Vehicle Parts and Labor Services contracts to \$1,325,000, plus New Mexico gross receipts tax, annually.
2. Vote "No"; this will deny the Resolution, which will negatively impact continued Fleet operations and continuity of services.
3. Vote to "Amend"; this could modify the Resolution, and Council will need to provide direction to staff.
4. Vote to "Table"; this could delay the increase, which will negatively impact continued Fleet operations and continuity of services.

REFERENCE INFORMATION:

Original Resolution 21-028

RESOLUTION 25-054

A RESOLUTION AUTHORIZING AN INCREASE IN THE ANNUAL NOT-TO-EXCEED AMOUNT OF EIGHT (8) CONTRACTS FOR HEAVY DUTY VEHICLE PARTS AND LABOR SERVICES TO A COMBINED TOTAL \$1,325,000, PLUS NEW MEXICO GROSS RECEIPTS TAX, ANNUALLY (PROCUREMENT NO. 19-20-132).

The City Council is informed that:

WHEREAS, in May of 2020, the City of Las Cruces (City) issued Request for Proposals (RFP) No. 19-20-132 to solicit heavy duty vehicle parts and labor services; and

WHEREAS, on August 17, 2020, City Council approved Resolution 21-028 awarding contracts to A5 Auto Supply, dba NAPA, Brewer Oil Co., Pete's Equipment Repair, Inc., RJ Border International Trucks, LLP, dba Border International Trucks, Rush Truck Center, Sierra Machinery, Inc., Siddons Martin Emergency Group, LLC, and Wagner Equipment Co. in a combined total not to exceed \$930,000 plus New Mexico Gross Receipts Tax, annually; and

WHEREAS, rising parts and labor costs have resulted in greater expenditures than expected when the contracts were originally brought to City Council for approval; and

WHEREAS, Fleet staff are requesting an increase in the combined not-to-exceed amount of the contracts for Heavy Duty Vehicle Parts and Labor Services to \$1,325,000, plus New Mexico Gross Receipts Tax, annually, and to amend the remaining agreements to remove the original limits as outlined in Exhibits "A" through "F".

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Resolution increasing the combined annual not-to-exceed amount of eight (8) contracts for heavy duty vehicle parts and labor services to \$1,325,000, plus New Mexico Gross Receipts Tax, annually, and to amend the remaining agreements to remove the original limits as outlined in Exhibits "A" through "F", attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

Agenda Item #7.5.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

AMENDMENT NO. 2

19-20-132 Heavy Duty Vehicle Parts & Labor

This amendment, made this _____ day of November, 2024 by and between the CITY OF LAS CRUCES and PETE'S EQUIPMENT REPAIR, INC. of 1412 Broadway Blvd., NE, Albuquerque, NM 87102.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated August 26, 2020, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. COMPENSATION is modified to read as follows:

"The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP #19-20-132. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed."

Subject to the modifications set forth in this amendment, the above referenced original agreement dated August 26, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

PETE'S EQUIPMENT REPAIR, INC.

CITY OF LAS CRUCES

BY: _____

Name
Title

BY: _____

Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

for BD 9/27/24



City Attorney



CITY OF LAS CRUCES

AMENDMENT NO. 2

19-20-132 Heavy Duty Vehicle Parts & Labor

This amendment, made this _____ day of November, 2024 by and between the CITY OF LAS CRUCES and RJ BORDER INTERNATIONAL TRUCKS dba BORDER INTERNATIONAL TRUCKS of 1670 S. Valley Dr., Las Cruces, NM 88005.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated September 4, 2020, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. COMPENSATION is modified to read as follows:

“The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP #19-20-132. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.”

Subject to the modifications set forth in this amendment, the above referenced original agreement dated September 4, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

RJ BORDER INTERNATIONAL TRUCKS
dba BORDER INTERNATIONAL
TRUCKS

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 for BD 9/27/24

City Attorney



CITY OF LAS CRUCES

AMENDMENT NO. 1

19-20-132 Heavy Duty Vehicle Parts & Labor

This amendment, made this _____ day of November, 2024 by and between the CITY OF LAS CRUCES and RUSH TRUCK of NM of 2802 W. Amador, Las Cruces, NM 88005.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated September 1, 2020, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. COMPENSATION is modified to read as follows:

“The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP #19-20-132. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.”

Subject to the modifications set forth in this amendment, the above referenced original agreement dated September 1, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

RUSH TRUCK of NM

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 for BD 9/27/24

City Attorney



CITY OF LAS CRUCES

AMENDMENT NO. 3

19-20-132 Heavy Duty Vehicle Parts & Labor

This amendment, made this ____ day of November, 2024 by and between the CITY OF LAS CRUCES and SIDDONS MARTIN EMERGENCY GROUP, LLC of 4212 2nd Street NW, Albuquerque, NM 87107.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated August 27, 2020, the parties hereby agree as set forth below:

The following provisions are added:

- 1. Section 4. COMPENSATION is modified to read as follows:

“The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP #19-20-132. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.”

Subject to the modifications set forth in this amendment, the above referenced original agreement dated August 27, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

SIDDONS MARTIN EMERGENCY GROUP, LLC

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM
 for BD 9/27/24

City Attorney



CITY OF LAS CRUCES

AMENDMENT NO. 2

19-20-132 Heavy Duty Vehicle Parts & Labor

This amendment, made this _____ day of November, 2024 by and between the CITY OF LAS CRUCES and ROMCO, INC. of 1519 W. Beltline Rd., Carrollton, TX 75006.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated August 26, 2020, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. COMPENSATION is modified to read as follows:

“The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP #19-20-132. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.”

Subject to the modifications set forth in this amendment, the above referenced original agreement dated August 26, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

ROMCO, INC.

CITY OF LAS CRUCES

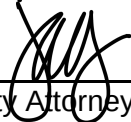
BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 for BD 9/27/24

City Attorney



CITY OF LAS CRUCES

AMENDMENT NO. 2

19-20-132 Heavy Duty Vehicle Parts & Labor

This amendment, made this _____ day of November, 2024 by and between the CITY OF LAS CRUCES and WAGNER EQUIPMENT, CO. of 2501 W. Amador, Las Cruces, NM 88005.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated August 7, 2020, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. COMPENSATION is modified to read as follows:

“The CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement as proposed in response to RFP #19-20-132. CONTRACTOR shall perform the SERVICES upon receipt of a purchase order or written Notice to Proceed from the CITY. The CITY cannot authorize costs to be incurred prior to such written Notice to Proceed.”

Subject to the modifications set forth in this amendment, the above referenced original agreement dated August 7, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

WAGNER EQUIPMENT, CO.

CITY OF LAS CRUCES

BY: _____
Name
Title

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM


for BD 9/27/24

City Attorney



25-055

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:		Adopted:	November 4, 2024
Drafter:	Diana Rincon	Department:	Financial Services
Program:	Budget	Line of Business:	Fiscal Management
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY’S ADOPTED FISCAL YEAR (FY) 2025 BUDGET.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To accept awarded grants and adjust the FY25 budget.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) relies on grant funding for many of the critical programs provided each year for the residents of Las Cruces. Grant funding awards are received throughout the fiscal year and are not budgeted during the normal fiscal year budgeting process. Funds are not budgeted until the City has received a grant award agreement due to the unpredictable nature of funding levels and timing.

Per the City’s Grants Administration Program Policy, the City Manager, or his designee, may execute grant agreements with funding agencies. Upon receipt of the fully executed agreement from the funding agency, the Council may adjust the budget.

The request for City Council is to accept the budget adjustments to be used by the departments for the scope of work as defined by each grant agreement.

- SUPPORT INFORMATION:**
- [Exhibit "A" - Fund Summaries](#)
 - [Attachment "A" - Grant Listing](#)
 - [Attachment "B" - C&B Agreement](#)
 - [Attachment "C" - FY25 NMCVRC VOCA grant agreement EXECUTED](#)
 - [Attachment "D" - FD SFY24 IGA 24-ZI5036-27 Agreement Executed](#)
 - [Attachment "E" - SUS FFY24 USDOE EECBG Agreement Executed](#)
 - [Attachment "F" - Las Cruces FY25 CYFD Grant 25-690-3000-79560 executed](#)
 - [Attachment "G" - C1243281 Agreement City of Las Cruces-signed OOS](#)
 - [Attachment "H" - PR SFY24 IGA 24-I4081 Agreement Executed](#)
 - [Attachment "I" - LRU-SWG-3-35-0024-040-2024-Grant Agreement](#)
 - [Attachment "J" - NM-2024-030-00](#)
 - [Attachment "K" - NM-2024-041-00](#)
 - [Attachment "L" - MPO FY25 Award D19358 Unified Planning Work Program Letter and NTP](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: Various

AVAILABLE AMOUNT: Various

EXPENDITURE AMOUNT:
Various

Funding Source(s):

Various

Overall Budget Impact:

Please refer to Exhibit "A" Fund Summaries

Does this action amend the Capital Improvement Plan (CIP)?

☒ Yes

☐ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept the budget adjustments as presented and amend the City's FY2025 Budget.
2. Vote "No"; this will not approve the Resolution to adjust the FY2025 Budget as presented and return the funds to the granting agency.
3. Vote to "Amend"; this could delay the Resolution and the process of spending the grant funds within the predetermined grant schedule and require direction to staff.
4. Vote to "Table"; this will delay the Resolution and will impact the implementation of the grant agreement, the City department's ability to utilize the funds and return the grant funds to the granting agency.

RESOLUTION 25-055

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT GRANT AWARDS FOR VARIOUS CITY DEPARTMENTS THROUGH AN AMENDMENT TO THE CITY'S ADOPTED FISCAL YEAR (FY) 2025 BUDGET.

The City Council is informed that:

WHEREAS, the City has received notice of grant awards for various City departments; and

WHEREAS, the grants will be used as designated in the scope of work and within the specified time period as shown in the grant agreements executed by the City Manager, or his designee; and

WHEREAS, the grant agreements that are the subject of this budget adjustment will be attached to the Resolution with a Summary, as Attachment "A"; and each agreement will be attached as subsequent attachments.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the City hereby amends the FY2025 City Budget and accept all grant awards as shown in the Fund Summary, Exhibit "A", attached hereto and made part of this Resolution, are hereby approved.

(II)

THAT the City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

Agenda Item #7.6.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	1000 GENERAL FUND 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 56,249,043	0	0	56,249,043
Revenues				
Municipal Gross Receipts Tax	55,085,239	58,085,239	0	58,085,239
Public Safety Gross Receipts Tax	4,880,700	4,880,700	0	4,880,700
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	47,825,436	47,825,436	0	47,825,436
Environmental Gross Receipts Tax	2,259,525	2,259,525	0	2,259,525
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	21,000	21,000	0	21,000
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	825,000	825,000	0	825,000
Lodgers Tax	0	0	0	0
Property Taxes	13,655,649	13,655,649	0	13,655,649
Payment In Lieu of Property Tax	936,002	936,002	0	936,002
Franchise Fees	2,979,240	2,979,240	0	2,979,240
Payment In Lieu of Franchise Fees	1,709,054	1,709,054	0	1,709,054
Licenses, Fees & Permits	3,289,510	3,289,510	0	3,289,510
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	151,180	151,180	0	151,180
Charges For Services	6,635,316	8,003,816	0	8,003,816
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	5,579,985	5,579,985	0	5,579,985
Investment Income	0	0	0	0
Miscellaneous Revenues	140,112	140,112	0	140,112
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	145,972,948	150,341,448	0	150,341,448
TOTAL RESOURCES	\$ 202,221,991	150,341,448	0	206,590,491
Expenditures				
General Government	5,224,507	5,224,507	0	5,224,507
Legislative	541,479	541,479	0	541,479
Municipal Court	2,343,330	2,343,330	0	2,343,330
Chief Administrative Officer	338,302	338,302	0	338,302
City Manager	7,542,098	7,721,064	0	7,721,064
Legal	2,432,761	2,432,755	0	2,432,755
Las Cruces Police Department	38,153,798	38,183,277	0	38,183,277
Las Cruces Fire Department	26,683,390	27,750,624	0	27,750,624
Utilities	0	0	0	0
Economic Development	6,768,276	7,225,976	0	7,225,976
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	3,680,626	3,680,618	0	3,680,618
Financial Services	8,128,254	8,128,250	0	8,128,250
Information Technology	6,666,032	6,666,026	0	6,666,026
Fleet	0	0	0	0
Assistant City Manger-500	9,293,431	9,293,424	0	9,293,424
Parks & Recreation	20,574,877	20,595,114	484,687	21,079,801
Community Development	5,438,272	5,438,271	0	5,438,271
Quality of Life	10,225,851	10,155,116	0	10,155,116
Public Works	11,093,292	11,248,769	0	11,248,769
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 165,143,411	166,966,902	484,687	167,451,589
Other Resources				
Operating Transfers In	7,098,912	7,406,341	0	7,406,341
Operating Transfers Out	(12,697,657)	(12,697,657)	(2,709,731)	(15,407,388)
Total Other Resources	\$ (5,598,745)	(5,291,316)	(2,709,731)	(8,001,047)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 31,479,835	(21,916,770)	(3,194,418)	31,137,855
Required Reserve:				
State Required 1/12th	13,760,715	13,913,909	40,391	13,954,300
Local CLC 1/12th	13,760,715	13,913,909	40,391	13,954,300
AVAILABLE BALANCE	\$ 3,958,405	(49,744,588)	(3,275,200)	3,229,255

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	2100 SPECIAL REVENUE REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 270,735	0	0	270,735
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	185,500	185,500	0	185,500
Federal Grants	15,245,266	16,996,967	346,315	17,343,282
State Grants	7,421,065	7,614,132	570,435	8,184,567
Local Grants	0	3,856	0	3,856
Debt Service	0	0	0	0
Total Revenues	22,851,831	24,800,455	916,750	25,717,205
TOTAL RESOURCES	\$ 23,122,566	24,800,455	916,750	25,987,940
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	9,300,103	11,160,103	0	11,160,103
Legal	0	0	0	0
Las Cruces Police Department	4,248,063	4,326,220	36,125	4,362,345
Las Cruces Fire Department	1,415,683	1,101,217	150,000	1,251,217
Utilities	378,926	385,367	0	385,367
Economic Development	4,860,889	4,309,028	0	4,309,028
Internal Audit	0	0	0	0
Assistant City Manager-400	148,183	233,737	0	233,737
Human Resources	0	0	0	0
Financial Services	366,296	359,855	0	359,855
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	150,000	150,000	160,190	310,190
Parks & Recreation	0	45,006	570,435	615,441
Community Development	277,223	277,223	0	277,223
Quality of Life	1,479,056	2,426,441	0	2,426,441
Public Works	230,196	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 22,854,616	24,825,835	916,750	25,742,585
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 267,950	(25,380)	0	245,355

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	4100 CAPITAL PROJECTS REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 0	0	0	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	(20,245)	0	(20,245)
Federal Grants	3,719,299	4,709,108	0	4,709,108
State Grants	16,008,103	29,815,754	973,818	30,789,572
Local Grants	799,144	350,000	0	350,000
Debt Service	0	0	0	0
Total Revenues	20,526,547	34,854,617	973,818	35,828,435
TOTAL RESOURCES	\$ 20,526,547	34,854,617	973,818	35,828,435
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	5,915,250	0	5,915,250
Legal	0	0	0	0
Las Cruces Police Department	0	650,000	0	650,000
Las Cruces Fire Department	400,000	221,241	0	221,241
Utilities	0	0	0	0
Economic Development	2,103,908	3,527,034	0	3,527,034
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	370,000	370,000	0	370,000
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	2,636,377	5,180,531	973,818	6,154,349
Community Development	0	0	0	0
Quality of Life	690,746	690,746	0	690,746
Public Works	14,325,515	18,299,816	0	18,299,816
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 20,526,547	34,854,618	973,818	35,828,435
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 0	(1)	0	0

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	5010 AIRPORT 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 780,075	0	0	780,075
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	61,500	61,500	0	61,500
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	12,114	12,114	0	12,114
Miscellaneous Revenues	138,748	138,748	0	138,748
Federal Grants	3,049	3,049	246,480	249,529
State Grants	2,825,289	4,614,083	0	4,614,083
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	3,040,700	4,829,494	246,480	5,075,974
TOTAL RESOURCES	\$ 3,820,775	4,829,494	246,480	5,856,049
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	4,134,031	6,019,070	271,128	6,290,198
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 4,134,031	6,019,070	271,128	6,290,198
Other Resources				
Operating Transfers In	1,013,000	1,013,000	0	1,013,000
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 1,013,000	1,013,000	0	1,013,000
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 699,744	(176,576)	(24,648)	578,851

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	5920 TRANSIT OPERATING 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ (575)	0	575	0
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	0	0	0	0
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	0	0	0	0
TOTAL RESOURCES	\$ (575)	0	575	0
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	1,598,182	1,595,480	3,304,699	4,900,179
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 1,598,182	1,595,480	3,304,699	4,900,179
Other Resources				
Operating Transfers In	2,848,508	2,848,508	2,668,003	5,516,511
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 2,848,508	2,848,508	2,668,003	5,516,511
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 1,249,751	1,253,028	(636,121)	616,332

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	5921 TRANSIT GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 2	0	0	2
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	20,000	20,000	0	20,000
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	1,818,474	1,818,474	3,304,699	5,123,173
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	1,838,474	1,838,474	3,304,699	5,143,173
TOTAL RESOURCES	\$ 1,838,476	1,838,474	3,304,699	5,143,175
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	1,838,474	1,838,474	3,304,699	5,143,173
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 1,838,474	1,838,474	3,304,699	5,143,173
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 2	0	0	2

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	5923 TRANSIT CAPITAL 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 3,897,404	0	0	3,897,404
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	13,804,155	16,198,462	266,553	16,465,015
State Grants	0	0	0	0
Local Grants	0	0	0	0
Debt Service	0	0	0	0
Total Revenues	13,804,155	16,198,462	266,553	16,465,015
TOTAL RESOURCES	\$ 17,701,559	16,198,462	266,553	20,362,419
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	13,662,133	16,638,540	333,192	16,971,732
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	0	0	0	0
Quality of Life	0	0	0	0
Public Works	2,709,656	178,637	0	178,637
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 16,371,789	16,817,177	333,192	17,150,369
Other Resources				
Operating Transfers In	857,059	857,059	0	857,059
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 857,059	857,059	0	857,059
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 2,186,829	238,344	(66,639)	4,069,109

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	7490 METROPOLITAN PLANNING ORGANIZA 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 321,619	0	0	321,619
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	19,822	19,822	0	19,822
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	0	0	0	0
Federal Grants	605,744	340,603	383,430	724,033
State Grants	0	0	0	0
Local Grants	21,707	21,707	21,979	43,686
Debt Service	0	0	0	0
Total Revenues	647,273	382,132	405,409	787,541
TOTAL RESOURCES	\$ 968,892	382,132	405,409	1,109,160
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	0	0	0	0
Legal	0	0	0	0
Las Cruces Police Department	0	0	0	0
Las Cruces Fire Department	0	0	0	0
Utilities	0	0	0	0
Economic Development	0	0	0	0
Internal Audit	0	0	0	0
Assistant City Manager-400	0	0	0	0
Human Resources	0	0	0	0
Financial Services	0	0	0	0
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	0	0	0	0
Parks & Recreation	0	0	0	0
Community Development	590,735	438,516	447,137	885,653
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 590,735	438,516	447,137	885,653
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 378,156	(56,384)	(41,728)	223,507



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 09/30/2024

Grant Team Representative: Gabriela Prats

Grant Award Amount: \$ 35,759.50

Council Budget Adjustment Date: 11/04/2024

Grant Agreement #: 25-418-6002-00047-00

Grant Effective Date: 09/27/2024

Grant Reversion Date: 06/30/2025

Funding Agency: New Mexico Department of Tourism

PROJECT INFORMATION

Grant Project Title: FY25 Keep Las Cruces Beautiful Program

Type of Funding: State Operating

Type of Grant: Competitive

Grant Type: State

Match Amount: \$ 8,939.88

Match Description: Cash-In-Kind Combo Match

Match Percent/Ratio: 25%

Match Source: Department FY25 Budget allocation

City Fiscal Year: FY2025

Funder Fiscal Year: FY2025

Grant Scope of Work:

The funding awarded to the Keep Las Cruces Beautiful Program will be used to fulfill the following goals of the local and statewide program: End littering, beautify communities, empower youth, and increase program capacity. Activities planned for the year include neighborhood and citywide clean ups, graffiti removal, murals, and a community garden project. Advertising of events is also funded through this grant.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 450- Parks & Rec

User Dept: SELECT

Line of Business: Out of School Time and Youth Development &

Line of Business:

Program: Keep Las Cruces Beautiful

Program:

Project Manager: Amelia Corrales

Project Manager:

Phone: 575-528-4506

Phone:

Email: acorrales@lascruces.gov

Email:

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Please copy project 24059. Department is requesting project 25059.

Please refer to the attached worksheet for account details. Match amount is already budgeted in FY25.

Capital Assets: ☐ YES ☒ NO

Reimbursable Grant: ☒ **Revenue Collected in Advance:** ☐

Date to Accounting: 9/30/24

Project Number: 25059

Project Created By:

Set-Up Date:

Accounting Comments:

FY25 Keep Las Cruces Beautiful Project Budget Setup Request

	Fund	Org	Obj	Amount	
REV:	2100	20245002	599200	\$ 35,759.50	
EXP:	2100	20245002	701000	\$ 20,000.00	
	2100	20245002	701040	\$ 2,000.00	
	2100	20245002	701080	\$ 10,880.00	
	2100	20245002	721060	\$ 379.50	
	2100	20245002	760000	\$ 2,500.00	
MATCH:	1000	10545005	701000	\$ 8,939.88	Already budgeted in FY25.



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 09/30/2024

Grant Team Representative: Perla Galindo

Grant Award Amount: \$ 36,125.00

Council Budget Adjustment Date: 11/04/2024

Grant Agreement #: 25-780-P707-00727

Grant Effective Date: 10/01/2024

Grant Reversion Date: 06/30/2025

Funding Agency: New Mexico Crime Victims Reparation Commission

PROJECT INFORMATION

Grant Project Title: FY25 Victims of Crime Act (VOCA) State Gap Fund

Type of Funding: State Operating

Type of Grant: Non-Competitive/Entitlement Recurring

Grant Type: State

Match Amount: \$ 0.00

Match Description: No Match Required-Provided

Match Percent/Ratio: N/A

Match Source: N/A

City Fiscal Year: FY2025

Funder Fiscal Year: FY2025

Grant Scope of Work:
The grant award provides for the salaries and fringe benefits costs for two Crime Victim Advocates in the Police Department.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 320- Police

User Dept: SELECT

Line of Business: ADMIN-PD

Line of Business:

Program: ADMIN-PD

Program:

Project Manager: DC Sean Mullen

Project Manager:

Phone: 575-528-4101

Phone:

Email: smullen@lascruces.gov

Email:

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Please see worksheet for account details.

Capital Assets: ☐ YES ☒ NO

Reimbursable Grant: ☒ Revenue Collected in Advance: ☐

Date to Accounting: 10/1/24

Project Number: 25104

Project Created By:

Set-Up Date:

Accounting Comments:

Agenda Item #7.6.

	Fund	Org	Object	Amount
REVENUE:	2100	20132001	599100	\$36,125.00
EXPENSE:	2100	20132001	601010	\$34,534.00
	2100	20132001	601060	\$0.00
	2100	20132001	601110	\$0.00
	2100	20132001	601120	\$1,353.00
	2100	20132001	601130	\$0.00
	2100	20132001	601140	\$0.00
	2100	20132001	601160	\$0.00
	2100	20132001	601170	\$0.00
	2100	20132001	601180	\$0.00
	2100	20132001	601230	\$0.00
	2100	20132001	601260	\$0.00
	2100	20132001	701000	\$238.00



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 09/26/2024

Grant Team Representative: Crystal Silva

Grant Award Amount: \$ 150,000.00

Council Budget Adjustment Date: 11/04/2024

Grant Agreement #: 24-ZI5036-27

Grant Effective Date: 09/25/2024

Grant Reversion Date: 06/30/2025

Funding Agency: New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Firefighter Recruitment Fund

Type of Funding: State Operating

Type of Grant: Competitive

Grant Type: State

Match Amount: \$ 0.00

Match Description: No Match Required-Provided

Match Percent/Ratio: 0

Match Source: N/A

City Fiscal Year: FY2025

Funder Fiscal Year: FY2024

Grant Scope of Work:

Hire full time firefighter and emergency medical technician positions over a three-year period. The allocated funds will be disbursed 100% up to \$150,000 the first year, 50% up to \$75,000 the second year, and 25% up to \$37,500 the third year.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 330- Fire

User Dept: SELECT

Line of Business: 0433 - Emergency Response

Line of Business:

Program: 0433A - Fire Response

Program:

Project Manager: Sean Heck

Project Manager: Jamie Williams

Phone: 575.528.4076

Phone: 575.528.4051

Email: sheck@lascruces.gov

Email: jwilliams@lascruces.gov

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 2100-20433007-599100 - \$150,000

Expense: 2100-20433007-601010 - \$150,000

Capital Assets: ☐ YES ☒ NO

Reimbursable Grant: ☐ Revenue Collected in Advance: ☒

Date to Accounting: 9/30/24

Project Number: 24627

Project Created By:

Set-Up Date:

Accounting Comments:



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 08/06/2024

Grant Award Amount: \$ 160,190.00

Grant Agreement #: EECEQ-00943

Grant Effective Date: 07/03/2024

Funding Agency: U.S. Department of Energy (DOE)

Grant Team Representative: Crystal Silva

Council Budget Adjustment Date: 11/04/2024

Grant Reversion Date: 09/30/2025

PROJECT INFORMATION

Grant Project Title: Energy Efficiency and Conservation Block Grant Program (EECBG)

Type of Funding: Federal Capital

Grant Type: Federal

Match Description: No Match Required-Provided

Match Source: N/A

City Fiscal Year: FY2025

Grant Scope of Work:

Type of Grant: Non-Competitive/Entitlement Recurring

Match Amount: \$ 0.00

Match Percent/Ratio: N/A

Funder Fiscal Year: FFY2024

To fund the retrofit of thirty (30) homes. The project proposes to replace old heat pump units and replace these with new, energy efficient systems. Electrical upgrades needed for the retrofit will also be funded. The project will focus on providing access to disadvantaged communities.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 500- Asst. City Manager

User Dept: SELECT

Line of Business: 0150- Office of the ACM

Program: 0150C- Sustainability

Project Manager: Lisa LaRocque

Phone: 575-541-2177

Email: llarocque@lascruces.gov

Line of Business:

Program:

Project Manager:

Phone:

Email:

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 2100-20150013-599100 - Federal Grants - \$160,190

Expense: 2100-20150013-701180 - Minor Equipment - \$160,190

Capital Assets: ☐ YES ☒ NO

Reimbursable Grant: ☒ Revenue Collected in Advance: ☐

Date to Accounting: 9/30/24

Project Number: 25943

Project Created By: Josie Trevino

Set-Up Date: 10/8/24

Accounting Comments:



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 10/07/2024 **Grant Team Representative:** Gabriela Prats
Grant Award Amount: \$ 534,675.00 **Council Budget Adjustment Date:** 11/04/2024
Grant Agreement #: 25-690-3000-79560
Grant Effective Date: 07/01/2024 **Grant Reversion Date:** 06/30/2027
Funding Agency: New Mexico Children, Youth, and Families Department (CYFD)

PROJECT INFORMATION

Grant Project Title: FY25-27 Juvenile
Type of Funding: State Operating **Type of Grant:** Non-Competitive/Entitlement Recurring
Grant Type: State **Match Amount:** \$ 213,870.00
Match Description: Local Cash Match **Match Percent/Ratio:** 40%
Match Source: Department's FY25 General Fund budget
City Fiscal Year: FY2025 **Funder Fiscal Year:** FY2025
Grant Scope of Work:

The City of Las Cruces was awarded a three-year grant for the Juvenile Citation Program (JCP). The total award is \$1,604,025. The amount being accepted and budgeted is the first year's operating funds. Funds are used to provide services to juveniles at risk of citation by the Juvenile Probation Office.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 450- Parks & Rec **User Dept:** SELECT
Line of Business: Out of School Time and Youth Dev Diversion **Line of Business:**
Program: Youth Development & Diversion **Program:**
Project Manager: Pat Acosta **Project Manager:**
Phone: 575-541-2279 **Phone:**
Email: pacosta@lascruces.gov **Email:**

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Please see attached worksheet for account details for FY25. Match is already allocated in the FY25 approved budget.
Department is requesting project # 25047. Please copy project 23047.

Capital Assets: ☐ YES ☒ NO
Reimbursable Grant: ☒ **Revenue Collected in Advance:** ☐

Date to Accounting: 10/7/24 **Project Number:** 25047
Project Created By: Josie Trevino **Set-Up Date:** 10/8/24
Accounting Comments: FY25: 534,675
FY26: 534,675
FY27: 534,675

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	Fund	Org	Object	Project	Description	
REV:	2100	20545002	599200	25047	STATE GRANTS	534,675.00
EXP:	2100	20545002	601000	25047	ADMINISTRATIVE SALARIES	55,335.00
	2100	20545002	601010	25047	CLASSIFIED	228,826.00
	2100	20545002	601030	25047	PART-TIME - REGULAR	35,441.00
	2100	20545002	601110	25047	SCHEDULED OVERTIME	0.00
	2100	20545002	601120	25047	FICA MEDICARE	59,953.00
	2100	20545002	601130	25047	FICA SOCIAL SECURITY	0.00
	2100	20545002	601140	25047	PERA	0.00
	2100	20545002	601160	25047	DENTAL INS	0.00
	2100	20545002	601170	25047	HEALTH INS	0.00
	2100	20545002	601180	25047	WORKERS COMPENSATION	0.00
	2100	20545002	601230	25047	LIFE AND DISABILITY INS	0.00
	2100	20545002	601260	25047	RETIREMENT HEALTH CARE INS	0.00
	2100	20545002	701000	25047	SUPPLIES GENERAL	69,740.00
	2100	20545002	721080	25047	PURCHASED SERVICES GENERAL	83,880.00
	2100	20545002	760000	25047	TRAVEL	1,500.00
MATCH:	1000	10545002	601000	25047	ADMINISTRATIVE SALARIES	97,766.00
	1000	10545002	601010	25047	CLASSIFIED	174,551.50
	1000	10545002	601030	25047	PART-TIME - REGULAR	39,844.50
	1000	10545002	601050	25047	CONTRACT EMPLOYEES	0.00
	1000	10545002	601110	25047	SCHEDULED OVERTIME	1,500.00
	1000	10545002	601120	25047	FICA MEDICARE	4,522.50
	1000	10545002	601130	25047	FICA SOCIAL SECURITY	19,320.50
	1000	10545002	601140	25047	PERA	48,755.00
	1000	10545002	601160	25047	DENTAL INS	2,863.50
	1000	10545002	601170	25047	HEALTH INS	46,475.99
	1000	10545002	601180	25047	WORKERS COMPENSATION	102.00
	1000	10545002	601230	25047	LIFE AND DISABILITY INS	396.00
	1000	10545002	601260	25047	RETIREMENT HEALTH CARE INS	5,639.50
	1000	10545002	701000	25047	SUPPLIES GENERAL	13,260.00
	1000	10545002	721075	25047	TEMP AGENCIES SERVICES	8,000.00
	1000	10545002	721080	25047	PURCHASED SERVICES GENERAL	8,590.00
	1000	10545002	730100	25047	VEHICLE REPAIR & MAINTENANCE	2,000.00
	1000	10545002	731100	25047	FUEL	2,000.00
	1000	10545002	760000	25047	TRAVEL	9,100.00



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 09/23/2024 **Grant Team Representative:** Crystal Silva
Grant Award Amount: \$ 350,000.00 **Council Budget Adjustment Date:** 11/04/2024
Grant Agreement #: 24-I3281 (C1243281)
Grant Effective Date: 07/01/2024 **Grant Reversion Date:** 06/30/2028
Funding Agency: New Mexico Department of Transportation (NMDOT)

PROJECT INFORMATION

Grant Project Title: Las Cruces Active Transportation Improve
Type of Funding: State Capital **Type of Grant:** Legislative Appropriation
Grant Type: State **Match Amount:** \$ 0.00
Match Description: No Match Required-Provided **Match Percent/Ratio:** 0
Match Source: N/A
City Fiscal Year: FY2025 **Funder Fiscal Year:** FY2024
Grant Scope of Work:
To acquire property and rights of way for and to plan, design, construct and improve projects identified in the Las Cruces Active Transportation Plan, including bicycle and pedestrian routes and networks in Las Cruces in Dona Ana County.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 450- Parks & Rec **User Dept:** SELECT
Line of Business: 0245-Construction, Maint. & Beautification **Line of Business:**
Program: 0245D-Parks, Sports Fields & Forestry **Program:**
Project Manager: Cathy Mathews **Project Manager:**
Phone: 575-541-2592 **Phone:**
Email: cmathews@lascruces.gov **Email:**

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40245034-599200 - \$350,000
Expense: 4100-40245034-805000 - \$350,000

Capital Assets: ☒ YES ☐ NO

Reimbursable Grant: ☒ **Revenue Collected in Advance:** ☐

Date to Accounting: 9/30/24 **Project Number:** 24281
Project Created By: Josie Trevino **Set-Up Date:** 10/7/24
Accounting Comments:



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 09/12/2024 **Grant Team Representative:** Crystal Silva
Grant Award Amount: \$ 662,990.95 **Council Budget Adjustment Date:** 11/04/2024
Grant Agreement #: 24-I4081
Grant Effective Date: 07/01/2024 **Grant Reversion Date:** 06/30/2026
Funding Agency: State of New Mexico Department of Finance and Administration (NMDFA)

PROJECT INFORMATION

Grant Project Title: Soccer Fields Complex Improvements
Type of Funding: State Capital **Type of Grant:** Legislative Appropriation
Grant Type: State **Match Amount:** \$ 0.00
Match Description: No Match Required-Provided **Match Percent/Ratio:** 0
Match Source: N/A
City Fiscal Year: FY2025 **Funder Fiscal Year:** FY2024
Grant Scope of Work:
To plan, design, construct, purchase, equip and install renovations at the High Noon soccer complex in Las Cruces in Dona Ana county. This appropriation reauthorizes 20-E2564 and extends the time of expenditure to June 30, 2026.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 550- Public Works	User Dept: 450- Parks & Rec
Line of Business: 0255- Public Infrastructure	Line of Business: 0245- Construction, Maint. & Beautification
Program: 0255C- Architectural Management	Program: 0245D- Parks, Sports Fields & Forestry
Project Manager: Sreedevi Bhathala Mohanraj	Project Manager: Cathy Mathews
Phone: 575-541-2538	Phone: 575-541-2592
Email: sbhathalam@lascruces.gov	Email: cmathews@lascruces.gov

Check box if implementation and user departments are the same: ☐

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Revenue: 4100-40245005-599200 - \$623,817.51
Expense: 4100-40245005-805000 - \$623,817.51
Contract amount overstates the actual available balance due to expenditures after reauthorization request date. Amount on string request reflects accurate available balance to carry forward.

Capital Assets: ☒ YES ☐ NO
Reimbursable Grant: ☒ **Revenue Collected in Advance:** ☐

Date to Accounting: 9/30/24 **Project Number:** 24970
Project Created By: Josie Trevino **Set-Up Date:** 10/7/24
Accounting Comments: REORG 11970 TO 24970



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 09/27/2024 **Grant Team Representative:** Perla Galindo
Grant Award Amount: \$ 246,480.00 **Council Budget Adjustment Date:** 11/04/2024
Grant Agreement #: 3-35-0024-040-2024
Grant Effective Date: 08/28/2024 **Grant Reversion Date:** 08/27/2028
Funding Agency: Federal Aviation Administration (FAA)

PROJECT INFORMATION

Grant Project Title: FFY24 FAA AIP Blast Pads
Type of Funding: Federal Capital **Type of Grant:** Non-Competitive/Entitlement Recurring
Grant Type: Federal **Match Amount:** \$ 24,648.00
Match Description: State-Local Combo Match **Match Percent/Ratio:** 10%
Match Source: Airport Enterprise Fund
City Fiscal Year: FY2025 **Funder Fiscal Year:** FFY2024
Grant Scope of Work:
Funds are provided by the Federal Aviation Administration (FAA) to complete the resealing and resurfacing of the Runway 12-30 blast pads.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 300- City Manager's Office **User Dept:** SELECT
Line of Business: 0140 Office of the ACM **Line of Business:**
Program: 0140B Airport **Program:**
Project Manager: Andy Hume **Project Manager:**
Phone: 5755412473 **Phone:**
Email: ahume@lascruces.gov **Email:**

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

REV: 5010-50140012-599100 - \$246,480.00
EXP: 5010-50140012-804000 - \$246,480.00
MATCH: 5010-50140002-804000 - \$24,648.00

Capital Assets: ☒ YES ☐ NO

Reimbursable Grant: ☒ **Revenue Collected in Advance:** ☐

Date to Accounting: 10/1/24 **Project Number:** 24040
Project Created By: **Set-Up Date:**
Accounting Comments:



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 09/30/2024

Grant Team Representative: Perla Galindo

Grant Award Amount: \$ 3,304,699.00

Council Budget Adjustment Date: 11/04/2024

Grant Agreement #: NM-2024-030-00

Grant Effective Date: 09/04/2024

Grant Reversion Date: 06/30/2026

Funding Agency: U.S Department of Transportation - Federal Transit Administration

PROJECT INFORMATION

Grant Project Title: City of Las Cruces Roadrunner Transit (1580) FFY 2024 Section 5307 Operating Assistance

Type of Funding: Federal Operating & Capital

Type of Grant: Non-Competitive/Entitlement Recurring

Grant Type: Federal

Match Amount: \$ 3,304,699.00

Match Description: Local Cash Match

Match Percent/Ratio: 1:1

Match Source: General Fund

City Fiscal Year: FY2025

Funder Fiscal Year: FFY2024

Grant Scope of Work:

This entitlement grant award was suballocated to the City of Las Cruces by the New Mexico Department of Transportation (NMDOT) under Section 5307 federal apportionment. Funds support RoadRunner Transit's eligible operating expenses such as personnel, fringe benefits, select purchases services, and travel costs. The grant matches up to 50% of eligible expenses.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 400- ACM Transit

User Dept: SELECT

Line of Business: RoadRunner Transit

Line of Business:

Program: 0740A (Fixed Route) & 0740B (Dial-a-ride)

Program:

Project Manager: Richard Hanway

Project Manager:

Phone: 575-541-2533

Phone:

Email: rhanway@lascruces.gov

Email:

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Please see attached list for account details

Capital Assets: ☐ YES ☒ NO

Reimbursable Grant: ☒ Revenue Collected in Advance: ☐

Date to Accounting: 9/30/24

Project Number: 25307

Project Created By:

Set-Up Date:

Accounting Comments: strung during FY25 NYBE

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AUND	ORG	PRG	PROJ	DESCRIPTION	Totals
5921	50740011	599100	25307	FEDERAL GRANTS	\$ (3,304,699.00)
5921	50740011	601000	25307	ADMINISTRATIVE SALARIES	\$ 344,351.00
5921	50740012	601000	25307	ADMISITRATIVE SALARIES	\$ 263,923.00
5921	50740011	601010	25307	CLASSIFIED	\$ 215,962.00
5921	50740012	601010	25307	CLASSIFIED	\$ 282,155.00
5921	50740011	601030	25307	PART-TIME - REGULAR	\$ 329,718.00
5921	50740012	601030	25307	PART-TIME - REGULAR	\$ 100,220.00
5921	50740011	601110	25307	SCHEDULED OVERTIME	\$ 73,921.00
5921	50740012	601110	25307	SCHEDULED OVERTIME	\$ 49,420.00
5921	50740011	601120	25307	FICA MEDICARE	\$ 37,478.00
5921	50740012	601120	25307	FICA MEDICARE	\$ 19,938.00
5921	50740011	601130	25307	FICA SOCIAL SECURITY	\$ 160,188.00
5921	50740012	601130	25307	FICA SOCIAL SECURITY	\$ 85,189.00
5921	50740011	601140	25307	PERA	\$ 389,598.00
5921	50740012	601140	25307	PERA	\$ 213,896.00
5921	50740011	601160	25307	DENTAL INS	\$ 21,217.00
5921	50740012	601160	25307	DENTAL INS	\$ 11,009.00
5921	50740011	601170	25307	HEALTH INS	\$ 368,244.00
5921	50740012	601170	25307	HEALTH INS	\$ 140,738.00
5921	50740011	601180	25307	WORKERS COMPENSATION	\$ 189.00
5921	50740012	601180	25307	WORKERS COMPENSATION	\$ 332.00
5921	50740011	601230	25307	LIFE AND DISABILITY INS	\$ 2,481.00
5921	50740012	601230	25307	LIFE AND DISABILITY INS	\$ 1,644.00
5921	50740011	601260	25307	RETIREMENT HEALTH CARE INS	\$ 48,256.00
5921	50740012	601260	25307	RETIREMENT HEALTH CARE INS	\$ 26,164.00
5921	50740011	721080	25307	PURCHASED SERVICES GENERAL (SECURITY)	\$ 118,468.00
					\$ - grant & revenue balance to ZERO
5920	50740001	601010	25307	CLASSIFIED	\$ 1,484,788.00
5920	50740001	701000	25307	OFFICE SUPPLIES	\$ 25,917.00
5920	50740002	701000	25307	OFFICE SUPPLIES	\$ 15,750.00
5920	50740001	701020	25307	SOFTWARE	\$ 10,703.00
5920	50740002	701020	25307	SOFTWARE	\$ 1,155.00
5920	50740001	701040	25307	ADVERTISING	\$ 9,580.00
5920	50740002	701040	25307	ADVERTISING	\$ 8,250.00
5920	50740001	701060	25307	PRINT & COPY FEES	\$ 9,000.00
5920	50740002	701060	25307	PRINT & COPY FEES	\$ 3,000.00
5920	50740001	701080	25307	POSTAGE AND FREIGHT	\$ 105.00
5920	50740002	701080	25307	POSTAGE AND FREIGHT	\$ 45.00
5920	50740001	701180	25307	MINOR EQUIPMENT	\$ 46,224.00
5920	50740002	701180	25307	MINOR EQUIPMENT	\$ 6,509.00
5920	50740001	701200	25307	SHOP SUPPLIES & MATERIALS	\$ 12,939.00
5920	50740002	701200	25307	SHOP SUPPLIES & MATERIALS	\$ 9,189.00
5920	50740001	701220	25307	UNIFORMS (35% - FR)	\$ 1,610.00
5920	50740002	701220	25307	UNIFORMS (35% - DAR)	\$ 690.00
5920	50740001	711000	25307	ELECTRICITY	\$ 16,334.00
5920	50740002	711000	25307	ELECTRICITY	\$ 7,000.00
5920	50740001	711100	25307	GENERAL UTILITY SERVICES	\$ 7,000.00
5920	50740002	711100	25307	GENERAL UTILITY SERVICES	\$ 3,000.00
5920	50740001	711200	25307	TELEPHONE & CELL PHONES 61%	\$ 5,035.00
5920	50740002	711200	25307	TELEPHONE & CELL PHONES 39% and Verizon 100% no FR any more	\$ 9,069.00
5920	50740001	721060	25307	MEMBERSHIP & DUES (65% - FR)	\$ 1,450.00
5920	50740002	721060	25307	MEMBERSHIP & DUES (35% - DAR)	\$ 781.00
5920	50740001	721075	25307	TEMP AGENCIES SERVICES	\$ 875.00
5920	50740002	721075	25307	TEMP AGENCIES SERVICES	\$ 875.00
5920	50740001	721080	25307	PURCHASED SERVICES GENERAL	\$ 259,664.00
5920	50740002	721080	25307	PURCHASED SERVICES GENERAL	\$ 55,799.00
5920	50740001	730100	25307	VEHICLE REPAIR & MAINTENANCE	\$ 473,914.00
5920	50740002	730100	25307	VEHICLE REPAIR & MAINTENANCE	\$ 79,834.00
5920	50740001	731100	25307	FUEL	\$ 366,161.00
5920	50740002	731100	25307	FUEL	\$ 175,000.00
5920	50740001	732200	25307	MAINTENANCE & REPAIRS	\$ 20,000.00
5920	50740002	732200	25307	MAINTENANCE & REPAIRS	\$ 18,334.00
5920	50740001	732300	25307	MAINT & SERVICE AGREEMENTS	\$ 59,448.00
5920	50740002	732300	25307	MAINT & SERVICE AGREEMENTS	\$ 45,000.00
5920	50740001	760000	25307	TRAVEL	\$ 30,361.00
5920	50740002	760000	25307	TRAVEL	\$ 18,611.00
5920	50740001	790260	25307	TRAINING MATERIALS	\$ 4,215.00
5920	50740002	790260	25307	TRAINING MATERIALS	\$ 1,485.00
					\$ 3,304,699.00 match required for grant



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 09/30/2024

Grant Team Representative: Perla Galindo

Grant Award Amount: \$ 266,553.00

Council Budget Adjustment Date: 11/04/2024

Grant Agreement #: NM-2024-041-00

Grant Effective Date: 09/11/2024

Grant Reversion Date: 12/31/2025

Funding Agency: U.S Department of Transportation - Federal Transit Administration

PROJECT INFORMATION

Grant Project Title: City of Las Cruces Roadrunner Transit FY24 5339 Miscellaneous Support Equipment

Type of Funding: Federal Operating & Capital

Type of Grant: Non-Competitive/Entitlement Recurring

Grant Type: Federal

Match Amount: \$ 66,639.00

Match Description: Local Cash Match

Match Percent/Ratio: 25%

Match Source: General Funds

City Fiscal Year: FY2025

Funder Fiscal Year: FFY2024

Grant Scope of Work:
This entitlement grant award will be used to purchase and acquire support equipment for transit facilities.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 400- ACM Transit

User Dept: SELECT

Line of Business: RoadRunner Transit

Line of Business:

Program: 0740A (Fixed Route)

Program:

Project Manager: Richard Hanway

Project Manager:

Phone: 575-541-2533

Phone:

Email: rhanway@lascruces.gov

Email:

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Please see attached worksheet for account details.

Capital Assets: ☒ YES ☐ NO

Reimbursable Grant: ☒ Revenue Collected in Advance: ☐

Date to Accounting:

Project Number: 25339

Project Created By:

Set-Up Date:

Accounting Comments:

Agenda Item #7.6.

Transit Section 5307 Grant Budget Setup

<u>Fund</u>	<u>Org</u>	<u>Object</u>	<u>Amount</u>
5923	50740091	599100	\$266,553.00
5923	50740091	808000	\$72,000.00
5923	50740021	808000	\$18,000.00 Match
5923	50740091	801000	\$194,553.00
5923	50740021	801000	\$48,639.00 Match



CITY OF LAS CRUCES

The following grant has been awarded to the City of Las Cruces

Today's Date: 10/09/2024

Grant Team Representative: Gabriela Prats

Grant Award Amount: \$ 383,429.57

Council Budget Adjustment Date: 11/04/2024

Grant Agreement #: D19358

Grant Effective Date: 10/01/2024

Grant Reversion Date: 09/30/2026

Funding Agency: New Mexico Department of Transportation (NMDOT)

PROJECT INFORMATION

Grant Project Title: Mesilla Valley Metropolitan Planning Organization FY25 Operating Funds from NMDOT

Type of Funding: Federal Passthrough to State

Type of Grant: Non-Competitive/Entitlement Recurring

Grant Type: State

Match Amount: \$ 63,707.43

Match Description: Local Cash Match

Match Percent/Ratio:

Match Source:

City Fiscal Year: FY2025

Funder Fiscal Year: FY2025

Grant Scope of Work:
This grant award from Federal Transportation Section 112 funds the operations of the Mesilla Valley Metropolitan Planning Organization.

Does this grant involve Sub-Grantees or Pass Through Grants: ☐ YES ☒ NO

DEPARTMENT INFORMATION

Implementation Dept: 460- Comm. Development

User Dept: SELECT

Line of Business: Metropolitan Planning Organization

Program: Metropolitan Planning Organization

Project Manager: Andrew Wray

Project Manager:

Phone: 575-528-3070

Phone:

Email: awray@lascruces.gov

Email:

Check box if implementation and user departments are the same: ☒

ACCOUNT STRINGS:

Fund Number - Organization Number - Object Number - Amount for Revenue and Expense
(2100 for General Grants/4100 for Capital Grants)

Please copy project 24080 for the expenditure lines as MPO is requesting project # 25080.
See attached worksheet for account details.

Capital Assets: ☐ YES ☒ NO

Reimbursable Grant: ☒ **Revenue Collected in Advance:** ☐

Date to Accounting: 10/10/24

Project Number: 25080

Project Created By:

Set-Up Date:

Accounting Comments:

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	Fund	Org	Object	Proj	Description	Budgeted Amount
REV:	7490	7490	599100	25080	FEDERAL GRANTS	\$ 383,429.57
MATCH:	1000	1000	990200	97490	LOCAL & OTHER GRANTS (CLC)	\$ 41,728.37
	7490	7490	599300	25080	LOCAL & OTHER GRANTS (DAC)	\$ 21,341.99
	7490	7490	599300	25080	LOCAL & OTHER GRANTS (ToM)	\$ 637.07
EXP:	7490	70546001	600000	25080	PERSONNEL	\$ -
	7490	70546001	601000	25080	ADMINISTRATIVE SALARIES	\$ 142,657.12
	7490	70546001	601010	25080	CLASSIFIED	\$ -
	7490	70546001	601040	25080	PART-TIME - SEASONAL	\$ 33,246.31
	7490	70546001	601120	25080	FICA MEDICARE	\$ 3,407.36
	7490	70546001	601130	25080	FICA SOCIAL SECURITY	\$ 14,562.34
	7490	70546001	601140	25080	PERA	\$ 40,846.10
	7490	70546001	601160	25080	DENTAL INS	\$ 2,004.91
	7490	70546001	601170	25080	HEALTH INS	\$ 29,330.89
	7490	70546001	601180	25080	WORKERS COMPENSATION	\$ 19,149.79
	7490	70546001	601200	25080	CLOTHING ALLOWANCE	\$ 714.27
	7490	70546001	601220	25080	ACCRUED ANNUAL & SICK LEAVE	\$ -
	7490	70546001	601230	25080	LIFE AND DISABILITY INS	\$ 208.69
	7490	70546001	601260	25080	RETIREMENT HEALTH CARE INS	\$ 4,863.22
	7490	70546001	701000	25080	SUPPLIES GENERAL	\$ 3,089.36
	7490	70546001	701020	25080	SOFTWARE	\$ 3,070.53
	7490	70546001	701040	25080	ADVERTISING	\$ 1,017.36
	7490	70546001	701060	25080	PRINT & COPY FEES	\$ 3,707.97
	7490	70546001	701080	25080	POSTAGE AND FREIGHT	\$ 1,333.83
	7490	70546001	701180	25080	MINOR EQUIPMENT	\$ 3,254.57
	7490	70546001	721060	25080	MEMBERSHIP & DUES	\$ 2,638.44
	7490	70546001	721070	25080	PROFESSIONAL/TECHNICAL SERVICE	\$ 9,539.53
	7490	70546001	721080	25080	PURCHASED SERVICES GENERAL	\$ 119,428.65
	7490	70546001	730100	25080	VEHICLE REPAIR & MAINTENANCE	\$ 1,235.99
	7490	70546001	731100	25080	FUEL	\$ 247.20
	7490	70546001	732300	25080	MAINT & SERVICE AGREEMENTS	\$ 4,439.63
	7490	70546001	760000	25080	TRAVEL	\$ 3,142.94

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STATE OF NEW MEXICO
TOURISM DEPARTMENT
Litter Control and Beautification
"Clean & Beautiful" Grant Program Agreement

THIS AGREEMENT, numbered **25-418-6002-00047-00**, is made and entered into by the **State of New Mexico Tourism Department**, hereinafter referred to as the "NMTD," and **City of Las Cruces** hereinafter referred to as the "Partner" (collectively the "Parties") and is effective as set forth below.

RECITALS

WHEREAS, the purpose of the New Mexico "Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et seq. (hereinafter "the Act") is to control litter by authorizing NMTD to eliminate litter from the state to the maximum practical extent through a state-coordinated plan of education, control, prevention, and elimination; and

WHEREAS, the "Litter Control and Beautification Fund," hereinafter "the Fund," is appropriated to NMTD for the purpose of carrying out the provisions of the Act; and

WHEREAS, the Act provides that NMTD may contract with other state and local government agencies to carry out the provisions of the Act.

AGREEMENT

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, in consideration of the mutual covenants and obligations contained herein, as follows:

I. Obligations of Partner.

- A. Perform and complete the projects and programs, expending all related funds, as outlined in the Project Award Schedule, as approved by NMTD and attached hereto as *Exhibit A*.
- B. Acknowledge that the NMTD Tourism Development Division Director reserves the right to unilaterally adjust, modify or cancel any and all awards as outlined in *Exhibit A* in order to ensure the expenditure of all funds.
- C. Agree and acknowledge project funds shall not be used for purposes other than those outlined and specified in *Exhibit A*.
- D. Request and obtain prior approval from NMTD for any and all modifications to the awarded initiatives and approved expenditures outlined in *Exhibit A*.
 1. Partners are allowed to submit up to three Budget Amendment Requests per grant cycle, one request each quarter between Quarters 1 – 3, July 2024 – April 2025
 2. An amendment to the Agreement and *Exhibit A* must be executed by all parties before Partner implements the requested change to approved expenditures.
 3. In the event Partner modifies an awarded initiative without prior approval, NMTD reserves the right to reject, cancel or stop any and all awards or works in progress.

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- E. Acknowledge and comply with all Grant Program Guidelines, as approved by NMTD and attached hereto as *Exhibit B*.
- F. Comply with NMTD mandatory reporting procedures.
 - 1. Partner shall submit a Quarterly Milestone Report each quarter to NMTD staff via Survey Monkey Apply. Quarterly Milestone Reports must include progress information and photos.
 - 2. Partners must participate on or before December 30, 2024, in a Mid-Point Huddle virtual check-in meeting with NMTD staff, as described in *Exhibit B*.
- G. Submit all required documentation in a timely manner for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.
 - 1. Submissions must be fully accurate and complete. Incomplete or ineligible requests will not be processed.
- H. Agree that grant funds must be expended on or before June 30, 2025.
- I. Acknowledge that any failure to adhere to the parameters set forth herein may affect Partner's eligibility for future awards.

II. **Obligations of NMTD.**

- A. Provide award funds for all eligible expenses in accordance with the Act and according to *Exhibit A* and *Exhibit B*.
- B. Provide access to all forms required for submission for Initial Disbursement and Final Reimbursement in accordance with the requirements described in *Exhibit B*.

III. **Additional Terms & Conditions:**

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2025**. Either party may terminate or seek to further negotiate this Agreement upon sixty (60) days written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination and any outstanding reimbursements shall be made pro rata.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- D. A "Force Majeure Event" is defined as an event or effect that can be neither anticipated nor controlled which renders performance of the terms of this Agreement impossible, impracticable, or unsafe, including, but not limited to, acts of God, pandemic-related public

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health orders, acts of civil or military authority, embargoes, epidemics, war, acts of terrorism, riots, insurrections, fires, explosions, earthquakes, floods, loss of power, strikes or lockout. If a Force Majeure Event occurs, neither Party will be deemed in default of this Agreement. If any Force Majeure condition affects Partner's ability to perform its obligations, Partner shall give written notice to NMTD, and Partner will offer mutually agreeable amendments to Exhibit A. Until such time as this Agreement is amended, NMTD will withhold payment of award funds as set forth in Exhibit A.

- E. Partner shall obtain prior approval from NMTD for any and all use of the Keep New Mexico True Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- F. In the event that this Agreement will be performed during a public health emergency, Partner shall ensure that any activities are carried out in accordance with all laws, rules, regulations, safe practices and protections.
- G. The Parties shall not be jointly liable. 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 by either party in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, §41-4-1, et seq., NMSA 1978, as amended.
- H. This Agreement is governed by the laws of the State of New Mexico.
- I. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- J. Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service, by electronic mail or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department
Chantal S. Sandoval, Clean & Beautiful Program Manager
491 Old Santa Fe Trail | Santa Fe, NM 87501
(505) 670-8059 | chantal.sandoval@td.nm.gov

To Partner: Gabriela M. Prats
City of Las Cruces
700 North Main Street
City Hall, 3rd Floor, Finance Dept
Las Cruces, NM 88001
(575) 541-2430 | grants@lascruces.gov

- K. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Deputy Cabinet Secretary listed below.

Signed by:
By: *Ikani Taumoepeau* Date: 9/26/2024
84CCB30FA2524C3...
Ikani Taumoepeau, City of Las Cruces
PARTNER

Signed by:
By: *Brad Douglas* Date: 9/5/2024
9D1BF5BAC708437...
Brad Douglas, City of Las Cruces
City Attorney

DocuSigned by:
By: *Rayline Sebay* Date: 9/27/2024
6122E56AC444462...
Rayline Sebay, CPO, ASD NMTD

Approved for legal sufficiency:

DocuSigned by:
By: *Novela Salazar* Date: 9/26/2024
B422D3B3622C4B6...
Novela Salazar, General Counsel NMTD

DocuSigned by:
By: *Jennifer Saavedra* Date: 9/27/2024
B83BA2BC2F7E403...
Jennifer Saavedra, Deputy Cabinet Secretary NMTD

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to engage in business and to report and pay tax from business conducted in New Mexico.

ID Number: **01-406383-00-2**

DocuSigned by:
By: *AnnMarie Lucero* Date: 9/27/2024
A1E23200AE974AA...
Taxation and Revenue Department

FY25 New Mexico Clean & Beautiful Grant Program					
EXHIBIT A					
PROJECT AWARD SCHEDULE					
CITY OF LAS CRUCES					
Goals & Objectives	Goal 1	Goal 2	Goal 3	Goal 4	Goal 5
End Littering					
1.1 Advertisements	\$2,000.00				
Approved Expenditures: Billboards, Sun News, Las Cruces Bulletin, T.V. Ads, & Social Media Boosts					
1.3 Clean-up Activities	\$10,495.00				
Approved Expenditures: Trash bags, nitrile gloves, & safety vests					
Reduce Waste					
Beautify Communities					
3.1 Community Garden Project			\$1,330.00		
Approved Expenditures: Garden soil, tools, peat pots, starter plants					
3.3 Mural Projects			\$1,000.00		
Approved Expenditures: Paint, brushes, drop cloths, rollers, & trays					
3.4 Graffiti Eradication			\$2,255.00		
Approved Expenditures: Paint, spray paint, rollers, extension poles, & rags					
Empower Youth					
4.2 Youth Groups				\$7,500.00	
Approved Expenditures: 50 Youth subcontractor groups for clean-up events					
4.3 Youth Interns				\$6,300.00	
Approved Expenditures: Two interns per semester					
4.4 Youth Leaders				\$2,000.00	
Approved Expenditures: Craft supplies for youth education, intern lead projects					
Increase Program Capacity					
5.2 Keep America Beautiful Dues					\$379.50
Approved Expenditures: Keep America Beautiful Dues					
5.3 Keep America Beautiful Annual Conference					\$2,500.00
Approved Expenditures: Keep America Beautiful Conference Registration & Travel					
Goal Subtotals	\$12,495.00	\$0.00	\$4,585.00	\$15,800.00	\$2,879.50
Total Award	\$35,759.50				
Approved by: NMTD Tourism Development Division Director Holly Kelley Date 08.06.2024					

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EXHIBIT B

**NEW MEXICO TOURISM DEPARTMENT
CLEAN AND BEAUTIFUL GRANT PROGRAM
FY25 GUIDELINES**

GRANT PURPOSE

The purpose of the New Mexico “Litter Control and Beautification Act,” NMSA 1978, § 67-16-1 et seq., is to accomplish litter control by vesting in the New Mexico Tourism Department (Department) the authority to eliminate litter from the state to the maximum practical extent. The Department shall aid in establishing a statewide Keep America Beautiful Program through the New Mexico Clean and Beautiful Grant Program to end littering, improve recycling, and beautify New Mexico communities.

ELIGIBILITY

All New Mexico municipalities, counties, units of government, and Tribal Governments in good standing with New Mexico Taxation and Revenue Department are eligible for funding (correct New Mexico State Tax ID numbers are required within the application process). Entities need not be Keep America Beautiful affiliates to apply.

ELIGIBLE EXPENDITURES

Projects and initiatives that contribute to the following goals and objectives, as identified through Keep America Beautiful and the Litter Control and Beautification Act, may be eligible for funding:

Goal #1 - End Littering

- Objective 1.1 – Prevent littering.
- Objective 1.2 – Provide access to proper waste disposal.
- Objective 1.3 – Remove litter.

Goal #2 – Reduce Waste

- Objective 2.1 – Reuse.
- Objective 2.2 – Repair.
- Objective 2.3 – Repurpose.
- Objective 2.4 – Improve composting and sustainable organics management.
- Objective 2.5 – Improve recycling and sustainable materials management.

Goal #3 - Beautify Communities

- Objective 3.1 – Improve green spaces through sustainable park design.
- Objective 3.2 – Maximize sustainable landscaping throughout communities.
- Objective 3.3 – Prevent graffiti.
- Objective 3.4 – Eradicate graffiti.

Goal #4 – Empower Youth

- Objective 4.1 – Educate students.
- Objective 4.2 – Provide service opportunities for youth groups.
- Objective 4.3 – Employ youth interns.
- Objective 4.4 – Provide youth leadership opportunities.
 - Youth initiatives must directly contribute to at least one of the above-mentioned goals.
 - Applicants may either hire a youth group as a subcontractor or hire individual youths.
 - For individual youth interns:

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- a) Individuals must be between 14 to 25 years of age.
- b) Salary range = at least local minimum wage.
- c) Youth Employment Verification forms are required for each youth employed.

Goal #5 – Increase Program Capacity

Objective 5.1 – Recruit and engage volunteers.

Objective 5.2 – Build coalitions through professional affiliations.

Objective 5.3 – Increase knowledge through professional development.

- Activities must directly contribute to at least one of the above-mentioned goals.

INELIGIBLE EXPENDITURES

NMTD shall have the right in its sole discretion to approve or disapprove Partner's projects and/or expenditures submitted for final reimbursement. Items identified by the Department pursuant to the Keep America Beautiful and the Litter Control and Beautification Act that are ineligible for purchase with grant funds include but are not limited to:

- | | |
|---|------------------------------------|
| • Benches and tables made from non-recycled material | • Landscaping fabric |
| • Disinfectant wipes | • Landscaping pavers |
| • Disinfectants & air fresher | • Landscaping rock |
| • Fencing materials | • Leather and cotton gloves |
| • Food and/or drink | • Lighting |
| • Fuel | • Rakes |
| • Gardening tools | • Shears |
| • Hardware for signage: trash receptacles & benches, etc. | • Shovels |
| • Heavy machinery rentals | • Watering hoses |
| • Irrigation | • Weed barrier & eradication spray |
| • Labor (with the exception of youth subcontractors) | • Wheelbarrows |

GRANT AGREEMENT

The grant award will be officially executed upon receipt by the Department of the signed grant agreement. Agreements will incorporate two accompanying exhibits: Project Award Schedule – including Approved Expenditures (*Exhibit A*) and these Grant Program Guidelines (*Exhibit B*).

INITIAL DISBURSEMENT OF FUNDS

Partners will be eligible to receive 50% of the total award amount following the execution of the grant agreement and submission of the Initial Disbursement Invoice. This form is available for download at the [NM Clean & Beautiful Grant Resources webpage](#).

COMPLIANCE REPORT REQUIREMENTS

Partner shall submit a Quarterly Milestone Report each quarter to NMTD staff via Survey Monkey Apply.

- Quarterly Milestone Reports shall include progress for all approved projects including but not limited to:

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- Implementation updates
- Existing or anticipated challenges
- Anticipation for Budget Amendment Requests
- Photos and videos
- Media mentions

Partner shall participate in a Mid-Point Meeting with NMTD staff on or before December 30, 2024.

- Partner must provide up-to-date financial documentation and current Project Expense Worksheet.
- Partner must provide project progress updates for all grant funded projects.

MEMORANDUMS OF UNDERSTANDING WITH NONPROFIT ORGANIZATIONS AND SCHOOLS

Unless previously approved by the Department, this grant shall not benefit any person or organization other than the awarded Partner. In the event Partner chooses to partner with a local non-profit or New Mexico school district to implement and complete an awarded project or initiative, Partner must provide either a Memorandum of Understanding, sub-agreement and/or signed attestation detailing their performance and responsibilities relating to the grant award.

VOLUNTEER SIGN-SHEETS

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Sign-in sheets should specify the name, age, event, date, location and time logged. All volunteer names must be clear and legible.

YOUTH EMPLOYMENT VERIFICATION

Individuals from the ages 14 to 25 years of age may be hired to provide leadership opportunities and contribute to Partner's awarded initiative. Youth Employment Verification forms are required for each youth employed and must be submitted to the Department. Partner will not be reimbursed for hired youth interns absent the required forms.

MATCHING REQUIREMENTS

This grant requires a 25% match. The following sections may be used to determine the costs and calculate totals for In-Kind & Monetary Donations, which must be reported in the End-of-Year Report.

Donated Goods or Services:

Entities may receive non-monetary contributions of goods or services, often referred to as "in-kind donations" from businesses, groups, and individuals. Examples include private waste hauler services, "pro-bono" accounting services, food/drinks, donated advertising space, or office space in a nongovernment building. The dollar value of any donated goods or services is equal to the market price of the goods or services contributed. Whenever possible, submit the dollar-value in writing.

How to Calculate Government Costs:

Government employee time and services for which they receive government salary, overtime or compensatory time are considered a cost. If a government employee is working on a project on their own time, as a volunteer or board member, calculate their time as a volunteer hour. Government in-kind goods include hauling by sanitation vehicles, printing, and the use of consumable supplies. To calculate the value of in-kind government agency costs, estimate the market value of the goods or services provided to your affiliate and add to that the dollar-value for each hour of work given by government employees.

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Volunteer Hours:

All volunteer hours should be documented on a Volunteer Sign-In Sheet. Volunteer Sign-In sheets must include event date, location, and number of hours volunteered. Each volunteer hour should be assigned the applicable state value provided by Independent Sector unless a professional provides a specific value for professional services. Current value for volunteer hours is available at <https://independentsector.org/resource/value-of-volunteer-time>.

REIMBURSEMENT REQUIREMENTS

In order to receive reimbursement for the remaining 50% of the total award amount, Partners must submit the Final Reimbursement Request Packet at project end.

Final Reimbursement Request Packet should include, submitted no later than June 2, 2025:

- Final Reimbursement Invoice
- Project Expense Worksheet with back-up documentation*
- Youth Employment Verification forms, if applicable
- Event and trainings registration confirmations, and Keep America Beautiful Affiliate dues receipt, if applicable

Final Reimbursement Request Packet should include, submitted no later than July 3, 2025:

- End-of-Year Report
- Volunteer Sign-in Sheet, if applicable

*Eligible back-up documentation includes:

1. Invoices or receipts

AND

2. Cleared checks, warrants, bank statements or an attestation by Partner's CFO or equivalent financial authority.

SUBMISSION REQUIREMENTS

Submission of all required forms and back-up documentation must be submitted via upload to the Survey Monkey Apply portal located at: <https://nmtourism.smapply.io/>

PROGRAM RESOURCES

All required forms are available for download at the NM Clean & Beautiful Grant Resources webpage at: <https://nmtourism.smapply.io/res/p/nmcbresources/>

PROGRAM ASSISTANCE

Clean & Beautiful Grant Program Manager (Chantal Sandoval) will establish communication schedules and provide technical (programmatic) assistance for all awardees. She can be reached by email at chantal.sandoval@td.nm.gov or by phone at 505-670-8059.

Contract ID# 25-780-P707-00727

STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION
INTERGOVERNMENTAL SERVICE AGREEMENT
CONTRACT #25-780-P707-00727

This Intergovernmental Service Agreement is made and entered into by and between the **State of New Mexico Crime Victims Reparation Commission**, hereinafter referred to as "Agency," and **Board of Commissioners City of Las Cruces**, (hereinafter referred to as "Contractor"). The contract is scheduled to begin on approximately October 1, 2024, or upon receiving all required state approvals, whichever is later.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following work, based on approved budget (see Attachment 1- **Board of Commissioners City of Las Cruces**, Fiscal Year 2025 (FY25) starting budget). The budget may be adjusted based on need, provided a written request is submitted and approved by the Agency Director or Grants Bureau Chief.

Child Abuse

May include offering crisis intervention services and referral for child abuse and neglect cases referred to Child Advocacy Centers and Court Appointed Special Advocate programs. Provide trauma informed, victim centered services including National Children's Alliance best practice forensic interviews to children and adults with disabilities who are victims of crime. Confidential accompaniment and advocacy through medical, criminal justice, and social support systems, including medical facilities, and court proceedings. Professional, confidential crisis intervention, individual and group support services, and comprehensive service coordination and supervision to assist child abuse and neglect victims/survivors and non-offending family or household members and those collaterally affected by the victimization. In addition, information, and referral to assist the child abuse and neglect victims/survivors and non-offending family or household members and those collaterally affected by the victimization.

Sexual Assault

Professional, confidential accompaniment and advocacy through medical, criminal justice, and social support systems, including medical facilities, rape crisis centers and court proceedings. Professional, confidential crisis intervention, individual and group support services, and comprehensive service coordination to assist sexual assault victims/survivors and family or household members and those collaterally affected by the victimization. Information and referral to assist the sexual assault victim/survivor and family or household members. Provision of hotline services initiated by victims for crisis intervention including emotional support, guidance, and resources.

Domestic Violence

Professional, confidential accompaniment and advocacy through medical, criminal justice, and social support systems, including medical facilities, and court proceedings. Offering crisis intervention services and referral to individuals and families affected by domestic/family violence. Provide safe and trauma informed specialized short-term shelter and case management to assist with long term housing for victims of domestic violence. Professional, confidential crisis intervention, individual and group support services, and comprehensive service coordination to assist survivors and family or non-offending household members and those collaterally affected by the victimization. Information and referral to assist the survivor and family or non-offending household members.

Other Violent Crimes

Professional, confidential accompaniment and advocacy through medical, criminal justice, and social support systems, including medical facilities, and court proceedings. Offering crisis intervention services and referral. Professional, confidential crisis intervention, individual and group support services, and comprehensive service coordination and

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Contract ID# 25-780-P707-00727

supervision to assist survivors and family or household members and those collaterally affected by the victimization. Information and referral to assist the survivor and family or household members. Provision of support, assistance, and advocacy provided to victims within criminal justice system, crisis counseling, support groups, and therapy.

Violent Crime include:

- negligent arson resulting in death or bodily injury,
- aggravated arson
- aggravated assault
- aggravated battery
- dangerous use of explosives
- negligent use of a deadly weapon
- murder,
- voluntary manslaughter
- involuntary manslaughter
- kidnapping
- criminal sexual penetration
- criminal sexual contact of a minor
- armed robbery
- homicide by vehicle
- great bodily injury by vehicle
- abandonment or abuse of a child
- stalking or aggravated stalking
- aggravated assault against a household member
- assault against a household member with intent to commit a violent felony
- battery against a household member
- aggravated battery against a household member

In addition to the services mentioned above, all victimization categories will provide community-based, linguistically, and culturally appropriate services and support mechanisms including outreach activities for underserved communities. Development and distribution of materials on issues related to the services described above. Accessibility outreach, interpretation services, translation services, Limited English Proficiency activities, and purchase of adaptive equipment. Outreach activities to increase access for un-served, inadequately served, and underserved populations.

2. Compensation.

A. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$36,125.00 FY25. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The Agency shall pay to the Contractor for services satisfactorily performed, pursuant to the scope of work and based on the approved budget. Such compensation shall not exceed \$36,125.00, including gross receipts tax in FY25. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph I, Scope of Work. All invoices MUST BE received by the Agency no later than the tenth (10) day after the end of the month in which the services were delivered. Final invoice is due no later than July 10, 2025, for services rendered prior to June 30, 2025. Invoices received after such date WILL NOT BE PAID.

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Contract ID# 25-780-P707-00727

C. Contractor must submit monthly a detailed statement accounting for all services performed and expenses incurred. The Contractor will use the invoice and accounting sheet template provided by the Agency when submitting invoices. If the Agency finds that any work and/or expenses are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the work and/or expenditures, and - outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the work and/or expenditures are accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

D. Contractor must complete and submit a Grant Status Report form to the Agency by March 27, 2025. The Agency will be responsible for sending the form to the Contractor one month prior to deadline date.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGENCY. This Agreement shall terminate on **JUNE 30, 2025**, unless terminated pursuant to Paragraph 4 (Termination), or Paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13- 1-150.

4. Termination.

A. Termination - This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."*

B. Termination Management - Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriation and authorization being made by the Legislature for the performance of this Agreement. If sufficient appropriations and authorization are not

Agenda Item #7.6.

Contract ID# 25-780-P707-00727

made by the NM Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Assignment.

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

7. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency. No such subcontract shall the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Agency.

8. Confidentiality.

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

Exceptions to Confidentiality:

- Information which is or becomes publicly known through no fault of the Contractor;
- Information learned from a third party entitled to disclose it;
- Information already known to or developed by the Contractor before receipt from the Agency, as shown by the Contractor's prior written records;
- Information reasonably necessary to protect the Contractor's interests in a lawsuit, alternative dispute resolution process, or government investigation;
- Information reasonably necessary to process insurance claims;
- Information required by law to be disclosed;
- Information developed independently by the Contractor without use or reference to information provided by the Agency.

9. Product of Service - Copyright.

Contractor will retain ownership of all copyrightable materials created under this Agreement, except as otherwise specifically agreed. Contractor hereby grants to the Agency a nonexclusive license for noncommercial purposes in all works created under this Agreement in which Contractor retains a copyright. Contractor may retain title to, and apply for, patents for the products produced under this Agreement. The provisions of this paragraph are subject to any limitations or requirements that may be placed upon the parties by any state or federal law, rule, regulation, or condition of acceptance of the funding used in conjunction with the Agreement.

10. Conflict of Interest; Governmental Conduct Act.

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

11. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing

Agenda Item #7.6.

Contract ID# 25-780-P707-00727

executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

12. Merger.

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

13. Penalties for violation of law.

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks. The provisions of the Procurement Code (Sections 13-1-28 through 13-1-199 NMSA 1978) shall not apply to: Procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978 (NMSA 1978, Section 13-1-98(A)).

14. Equal Opportunity Compliance.

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

15. Applicable Law.

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

16. Workers Compensation.

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

17. Records and Financial Audit.

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments

Agenda Item #7.6.

Contract ID# 25-780-P707-00727

18. Liability.

As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from the negligence of that party's employees or agents. The liability of the Contractor shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30.

19. Invalid Term or Condition.

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

20. Enforcement of Agreement.

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

21. Notices.

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

To the Agency:

Frank Zubia, Director
Crime Victims Reparation Commission
6200 Uptown Blvd, Suite 210
Albuquerque, NM 87110

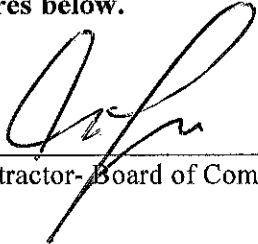
To the Contractor:

Board of Commissioners City of Las Cruces
700 N Main St
La Cruces, NM 88001

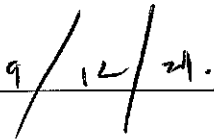
22. Authority.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signatures below.

By: 

Contractor- Board of Commissioners City of Las Cruces

Date: 

Agenda Item #7.6.

Contract ID# 25-780-P707-00727

DocuSigned by:
By: Frank Zubia Date: 9/20/2024
16F1C244E21243F
Frank Zubia - Director,
New Mexico Crime Victims Reparation Commission

DocuSigned by:
By: Sandra Gardner Date: 9/20/2024
EC56BC3E5C574A0...
Sandra Gardner, Agency's Legal Counsel – Certifying legal sufficiency
New Mexico Department of Justice

DocuSigned by:
By: Cindy Mok Date: 9/19/2024
B5EB72A3C5C642C...
Cindy Mok- Agency's Chief Financial Officer
New Mexico Crime Victims Reparation Commission

Agenda Item #7.6.
Attachment 1

27281 - Las Cruces Police Department Victim Advocacy Program

Grant Details

Funding Opportunity:	26911-Victims of Crime Act (VOCA) State Gap Funding
Program Area:	State Funding
Status:	Awarded
Organization:	Board of Commissioners, City Las Cruces

Budget

Personnel

Name	Position	Annual Salary	Hourly Rate	Federal Hours	Match Hours	Hours Per Week	Federal # Months	Match # Months	Federal Amount	Match Amount	Total Budget Amount
Eileen Flores-Madrid	Crime Victim Advocate	\$35,973.00	\$20.00	19.20	0.00	19.20	12.00	0.00	\$17,267.00	\$0.00	\$17,267.00
Patricia Anchieta	Crime Victim Advocate	\$35,973.00	\$20.00	19.20	0.00	19.20	12.00	0.00	\$17,267.00	\$0.00	\$17,267.00
									\$34,534.00	\$0.00	\$34,534.00

Personnel Benefits

Name	Position	Description	Federal						Total Budget Amount		
			Gross	%	%	# Months	Match # Months	Federal Amount		Match Amount	
Eileen Flores-Madrid	Crime Victim Advocate	FICA at 7.65% PERA (pension) at 9.00%; Worker's Comp at 0.03%; and Health insurance @ approx. 3.349%	\$1,104.00	48.00	0.00	12.00	0.00	\$530.00	\$0.00	\$530.00	
Patricia Anchieta	Crime Victim Advocate	FICA at 7.65% PERA (pension) at 9.00%; Worker's Comp at 0.03%; Health insurance @ approx. 11.983%	\$1,715.00	48.00	0.00	12.00	0.00	\$823.00	\$0.00	\$823.00	
									\$1,353.00	\$0.00	\$1,353.00

Instate Travel

Description	Federal Amount	Match Amount	Total Budget Amount
No Data for Table			

Maintenance/Repairs

Description	Federal Amount	Match Amount	Total Budget Amount
No Data for Table			

Supplies

Description	Federal Amount	Match Amount	Total Budget Amount
Office supplies	\$238.00	\$0.00	\$238.00

\$238.00	\$0.00	\$238.00
----------	--------	----------

Contractual/Consultants

Description	Federal Amount	Match Amount	Total Budget Amount
No Data for Table			

Operation Costs

Description	Agency Gross	Grant Percent	Federal Amount	Match Amount	Total Budget Amount
No Data for Table					

Capital Outlay

Description	Federal Amount	Match Amount	Total Budget Amount
No Data for Table			

Out of State Travel/Other

Description	Federal Amount	Match Amount	Total Budget Amount
No Data for Table			

Budget Justification

Budget Item	Justification
No Data for Table	

Totals

Category	Personnel	Personnel Benefits	Instate Travel	Maintenance/Repairs	Supplies	Contractual/Consultants	Operation Costs	Capital Outlay	Out of State Travel/Other	TOTAL
A. Federal	\$34,534.00	\$1,353.00	\$0.00	\$0.00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,125.00
B. Match	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
C. Total Program Budget	\$34,534.00	\$1,353.00	\$0.00	\$0.00	\$238.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,125.00

REIMBURSING AGENCY: Department of Finance and AdministrationBusiness Unit: 341RECIPIENT:

City of Las Cruces

APPROPRIATION NUMBER:**24-ZI5036-27**ALLOCATION AMOUNT:**\$ \$262,500.00**REVERSION DATE:**June 30, 2025**ALLOCATION PURPOSE

Two Hundred sixty-two thousand five hundred dollars and zero cents over three years to be utilized in accordance with the provisions of HB2 to hire full time firefighter and emergency medical technician positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed over a three-year period, contingent upon amendment to HB2 during the next legislative session. Specifically, disbursements will occur as follows 100% up to \$150,000 the first year, 50% up to \$75,000 the second year, and 25% up to \$37,500 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2025; the second 50% disbursement will be made in July 2025 to be expended by June 30th, 2026; and the last disbursement of 25% will be made in July 2026 to be expended by June 30, 2027. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Firefighter/EMT Recruitment Report, providing updates on the hiring of officer positions.

CERTIFICATIONI hereby certify that **City of Las Cruces**

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.


 Justin Allen Acting Fire Chief [Aug 14, 2024 09:40 MDT]

Jason Smith, City of Las Cruces Fire Chief

Aug 14, 2024

Local Fire Department Agency

Date


 Ikani Taumoepeau [Aug 15, 2024 06:22 MDT]

Ikani Taumoepeau, City Manager

15/08/2024

Authorized Local Governing Body Authority

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24 ZI5036-27 in the amount of \$150,000.


 Jeannette Gallegos

Jeannette Gallegos

Interim Director, Local Government Division

9/25/2024

Date

APPROVED AS TO FORM:


 City Attorney

Date

Agenda Item #7.6.

REIMBURSING AGENCY: Department of Finance and Administration

Revised 06/25/2024

Business Unit: 341

**STATE OF NEW MEXICO
Firefighter/EMT Recruitment Fund
Report Form
Exhibit A**

<https://forms.office.com/g/4Gzf2tDgPb>

Allocation Recipient:	
Appropriation Number:	
Quarter Number:	

Name	Date of Hire	Title of Position	Salary Paid (\$) during quarter	Benefits Paid (\$) during quarter
Total Amount of Appropriation Funds Expended:			Total: \$	Total: \$

Add extra lines as applicable.

Narrative: (Provide description of next steps to fill any remaining vacant positions. Examples: hiring event or outreach using social media.)

Crystal Silva

From: EECBG Vouchers <EECBGvouchers@emailicf.com>
Sent: Wednesday, July 3, 2024 3:38 PM
To: Gaby Prats; Susan Gonzales; Grants
Cc: EECBG Vouchers
Subject: U.S. Department of Energy EECBG Program Voucher Application Preapproval - Las Cruces
Attachments: FARC 6.17.24.pdf

Congratulations! The U.S. Department of Energy has approved your Energy Efficiency and Conservation Block Grant (EECBG) Program Equipment Rebate Voucher application. **This email serves as the official notice that you may now proceed with equipment purchase and installation.**

Attached is a copy of the Federal Assistance Reporting Checklist (FARC) with information about required reporting documents and how to upload them.

If you need additional assistance or have any questions, please contact us at EECBGVouchers@icf.com and reference your application number below.

- **Application Number: IA-0000000943**

Thank you,

EECBG Voucher Team

U.S. Department of Energy EECBG Program Vouchers

EECBGVouchers@icf.com

doerebates.my.site.com/eecbgvouchers

US Department of Energy
EECBG Equipment Rebates Application

Application Status: Project In-Progress	PDF Creation Date: 2024-08-01
--	----------------------------------

Application Information	Project Information
Application ID: IA-0000000943	Sectors Served: Residential
Application Number: EECEQ-00943	Other Project Sector:
Contact: Gabriela Prats	Eligible Activities: Energy Efficiency Retrofit Grants for Government Agencies and Non-profits
Primary Contact: Gabriela Prats	Serves Disadvantaged Communities? Yes
Organization Name: Las Cruces	How Project Serves DACs: During 2023 monthly meetings of Plugged in for Good (PIFG) with Las Cruces (LC) disadvantaged community (DAC) residents, the problems of energy inefficient and unsafe housing have been closely examined. Ongoing meeting results conclude that existing one-size-fits-all housing strategies have perpetuated entrenched inequities. Moving forward the problem will require: 1) positioning DAC members as the ultimate decisionmakers of a just transition; 2) establishing an equitable system to advance a local construction retrofit workforce; and 3) dismantling ingrained institutional practices. This braided opportunity creates an innovative strategy resulting in an equitable energy transition that increases home energy retrofits, job security, economic development, and green material supply chains. Many systemic barriers to affordable energy efficient housing and job security are shaped by national and local historic inequitable practices (urban planning, outdated design standards, zoning policies, tenant rights, infrastructure investments, procurement rules, building priorities, and insurance coverage.) DAC workers and their families face low-wage and/or intermittent employment with few or no job benefits or training. The prevailing U.S. mantra of independence and self-reliance overshadows these barriers resulting in passive acceptance of the status quo rather than positioning the community as drivers of change.
Teaming With Other Entities?: No	Summary: Intentional community engagement to address systemic barriers resulting in affordable and resilient buildings through market based retrofits in Las Cruces, NM.

Budget Information	Program Metrics & Compliance Requirements:
--------------------	--

Agenda Item #7.6.

EECBG Formula Allocation: 160190	Program Metrics: Retrofits;Equipment Purchased
Using Multiple Recipients?: No	Other Program Metric:
Total Teaming Formula Allocation:	Applicable NEPA SOW: NEPA SOW 2
Total Leveraged Funding: 0	Davis-Bacon Signature: Ikani Taumoepeau
Total Voucher Estimate: 160190	Davis-Bacon Signature Date: 2024-04-25
Total Budget Summary: 160190	

Application Team:

No application teams submitted

Budget Summary:

Budget Summary Entry Details
Budget Summary Name: Budget-001062
Budget Category: Third-Party Contractor (E.G. HVAC Technician or Lighting Installer)
EECBG-BIL: 23690
Other Leveraged Funds (if applicable):
Total:

Budget Summary Entry Details
Budget Summary Name: Budget-001061
Budget Category: Equipment (\$5,000 or more value)
EECBG-BIL: 136500
Other Leveraged Funds (if applicable):
Total:

Budget Summary Entry Details
Budget Summary Name: Budget-001060
Budget Category: Equipment (\$5,000 or more value)
EECBG-BIL: 0
Other Leveraged Funds (if applicable):
Total:

Other Leveraged Funds:

Other Leveraged Funds Entry Details
Other Leveraged Funds Name: OLF-000355
Funding Source:
Funding Amount:

Other Leveraged Funds Entry Details
Other Leveraged Funds Name: OLF-000354
Funding Source:
Funding Amount:

Equipment Submitted:

Equipment Entry Details
EECBG Equipment Category: Retrofit Technologies
EECBG Equipment Type: HVAC equipment - Air source heat pumps
EECBG Equipment Type Other Explanation:
Address of Equipment Installation: 1102 E Nevada St, Las Cruces, 88001-3846
Estimated Installation Completed Date: 2025-04-01
Quantity: 30
Equipment Rebate Covers Install Cost?: Yes

Agenda Item #7.6.

EECBG Other Type Explanation:
In-House Staff to Conduct Installation?: No
Detailed Equipment Information: The current heat pump estimate we have received is for a Mitsubishi 18 SEER Model MUZ-HM18NA-U2 Serial #15CC06942 single zone 18K BTU.
Fuel Source of Existing Equipment: Natural Gas
Fuel Source of New Equipment: Electric
Other Fuel Source of Existing Equipment:
Other Fuel Source of New Equipment:

Agenda Item #7.6.



SCEP
ENERGY EFFICIENCY AND
CONSERVATION BLOCK
GRANT PROGRAM

[Home](#)
[About The Program](#)
[Submit Application](#)
[My Applications](#)
[Requirements](#)
[FAQs](#)

Individual Application

Applied Date

5/3/2024 8:28 AM

Account

Las Cruces

Application Status

Project In Progress

Request Type Name

Equipment Rebates Application

Record Detail

Related List

Post Installation

Performance Report

Individual Application

Application ID

IA-0000000943

Account

Las Cruces

Contact

Gabriela M. Davis

Application Number

EECEO-00943

Funding to team with other entities?

No

Project Information

Structure served

Residential

Other Project Sector

Eligible Activities

Energy Efficiency Retrofit Grants for Government Agencies and Non-profits
Serves disadvantaged communities (DACs)?
Yes

Budget Information

EECBG Program Formula Allocation Amount

\$160,190.00

Using multiple EECBG requests formula?

No

Total Teaming EECBG Formula Allocation

Program Metrics and Compliance Requirements

Program Metric

Retrofits Equipment Purchased

Other Program Metric

Applicable NEPA Section

NEPA SQW 2

Terms and Conditions

Terms And Conditions Signed By

Daniel Tamarcu

Terms And Conditions Signed Date

5/3/2024

Application Milestones

Applied Date

5/3/2024 8:28 AM

Approved Date

Application Status

Project In Progress

Category

Rebates

Total Items

1

How the Project Serves DACs

During 2023 monthly meetings of Plugged In for Good (PIFG) with Las Cruces 4-C disadvantaged community (DAC) residents, the problems of energy inefficient and unsafe housing have been closely examined. Ongoing meeting results conclude that existing one-size-fits-all housing strategies have perpetuated entrenched inequities. Moving forward the problem will require: 1) positioning DAC members as the ultimate decisionmakers at a just transition; 2) establishing an equitable system to advance a local construction retrofit workforce; and 3) dismantling ingrained institutional practices. This guided opportunity creates an innovative strategy resulting in an equitable energy transition that increases home energy retrofits, job security, economic development, and green material supply chains.

Many systemic barriers to affordable energy-efficient housing and job security are shaped by national and local historic inequitable practices such as planning, outdated design standards, zoning policies, tenant rights, infrastructure investments, procurement rules, building priorities, and insurance coverage. DAC members and their families face low-wage and/or intermittent employment with few or no job benefits or training. The prevailing U.S. mantra of independence and self-reliance overshadows these barriers resulting in passive acceptance of the status quo rather than positioning the community as drivers of change.

One to One Strategies Summary

Intentional community engagement to address systemic barriers resulting in affordable and resilient buildings through market-based retrofits in Las Cruces, NM.

Total Voucher Estimate

\$160,190.00

Davis-Bacon Assurance Letter Signed by

Daniel Tamarcu

Davis-Bacon Assurance Letter Signed Date

4/25/2024

Website and program administered by ICF Incorporated under DOE BPA Award 8930302JASE000001

Instances of potential fraud, waste, and abuse should be referred to the DOE IG Hotline, phone 1-800-541-1625 or email ig hotline@hq.doe.gov

Special Terms and Conditions

Entity Name: City of Las Cruces (“Recipient”), which is identified in the Assistance Agreement, and the Office of State and Community Energy Programs (“SCEP”), and Energy Efficiency and Conservation Block Grant Program (“EECBG”), an office within the United States Department of Energy (“DOE”), enters into this Award, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Special Terms and Conditions
Attachment 1	Federal Assistance Reporting Checklist (FARC) ¹
Attachment 2	NEPA Determination ²

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at <http://www.eCFR.gov>.
- National Policy Requirements (November 12, 2020) at <http://www.nsf.gov/awards/managing/rtc.jsp>.
- The Recipient’s application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

¹ The FARC will be provided at a later date.
² The NEPA Determination is attached to your application in the EECBG Program Voucher Application Portal

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically The EECBG Program Voucher Portal (<https://doerebates.my.site.com/eecbgvouchers/s/>), constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via the EECBG Program Voucher Portal by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable to all subcontractors as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subcontractors and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a

NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Application approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, except where such activity is subject to a restriction set forth elsewhere in this Award.

This authorization is specific to the project activities and locations as described in the Application approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Application and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Condition(s):

NEPA Logs if conducting potentially ground disturbing activities.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant (EECBG) Program Application # XXXXXXXXX"
- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference

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with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total “Funds Obligated” stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors, and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient’s facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 27. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the

Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 28. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement by CFO through ACH. Equipment rebate voucher applications will be approved for payment by DOE once the equipment has been installed and all required documentation has been provided.

B. Payments

All payments are made by electronic funds transfer to the bank account identified attached to the Recipient's UEI and identified in the Recipient's SAM.gov account.

C. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that award, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent in excess of the authorized amount.

A. Supporting Documents for Agency Approval of Payments

DOE may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. The Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, proof of installation and other expenditure explanations that justify the payment requests.

Term 29. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the budget in Attachment 1 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost stated in the budget on the recipient's application.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, stated in the budget on the recipient's application.

Subpart C. Miscellaneous Provisions

Term 30. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its contractors.

Term 31. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, tThe Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)

SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information

is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.
- ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions

For purposes of this award term:

- i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at).
- ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.
- iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - 1. A Governmental organization, which is a State, local government, or Indian Tribe.
 - 2. A foreign public entity.
 - 3. A domestic or foreign nonprofit organization.
 - 4. A domestic or foreign for-profit organization.
 - 5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. Subaward:
 - 1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
 - 2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients*

and Contractors and/or 2 CFR 910.501 Audit requirements, (f) Subrecipients and Contractors).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.
- v. Subrecipient means an entity that:
 1. Receives a subaward from the Recipient under this Award; and
 2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 32. Nondisclosure and Confidentiality Agreements Assurances

- A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:
 - i. *“These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”*
 - ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
 - iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity,

other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 33. Contractor Change Notification

Except for contractors specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified contract agreements, including naming any To Be Determined contractors. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the service to be provided or the equipment to be purchased.
- An assurance that the process undertaken by the Recipient to solicit the contractor complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.
- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected contractor and that the Recipient's written standards of conduct were followed.³
- A completed Environmental Questionnaire, if applicable.
- An assurance that the contractor is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting contract agreement.

³ It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

The Recipient is responsible for making a final determination to award or modify contractor agreements under this agreement, but the Recipient may not proceed with the contractor agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the contractor documentation stipulated above, the Recipient may proceed to award or modify the proposed contractor agreement.

Term 34. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five-year period; and
- iii. Is one of the following:
 1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

4. Any other criminal, civil, or administrative proceeding if:
 - a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
 - b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than \$10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
- iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 35. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 36. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at <https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance>. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 37. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to

be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at <https://www.energy.gov/management/departments-energy-interim-conflict-interest-policy-requirements-financial-assistance>.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any contracting non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring contractor compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 38. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video

surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 39. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule")*, and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

- 1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
- 2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at <https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home>. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: <https://science.osti.gov/ber/human-subjects>

Term 40. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit <https://www.energy.gov/ig/ig-hotline>.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 41. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 42. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$2,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

- (1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts.
- (2) being responsible for compliance by any subcontractor with the Davis-Bacon labor standards.
- (3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
- (4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
- (5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and as requested or directed by the DOE.
- (6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, , contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (<https://doeibenefits2.energy.gov>) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at <https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver

A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see <https://www.dol.gov/agencies/whd/government-contracts/construction> and <https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>.

Term 43. Buy American Requirement for Infrastructure Projects

**NOTE: Buy American Requirements only apply to awards over \$250,000. Please disregard this section if your total EECBG Program award is less than \$250,000.*

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—

(A) all iron and steel used in the project are produced in the United States;

(B) the manufactured products used in the project are produced in the United States; or

(C) the construction materials used in the project are produced in the United States.

Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.

The term “infrastructure” should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;
2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;

- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- **Time-limited:** Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is “non-available” is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver (“non-availability”) has not changed (e.g., domestic supplies have become more available).
- **Targeted:** Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.
- **Conditional:** The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this waiver. DOE may reject or grant

waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOE's final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 44. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding \$10,000 annually will be subject to the requirements of Executive Order 11246:

- (1) Recipients and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.
- (2) Recipients and contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.
- (3) Recipients and contractors are prohibited from taking adverse employment actions against applicants and employees for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide⁴ should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 45. Potentially Duplicative Funding Notice

If the Recipient have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 46. Transparency of Foreign Connections

⁴ See OFCCP's Technical Assistance Guide at: <https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec> Also see the National Policy Assurances <http://www.nsf.gov/awards/managing/rtc.jsp>

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or contractors:

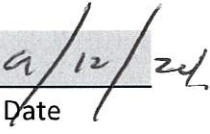
1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or contractors that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

Term 47. Foreign Collaboration Considerations

- a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.
- b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.
- c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published

process for evaluating requests for access, or the routine use of foreign facilities by
awardee staff in accordance with the Recipient’s standard policies and procedures.


Authorized Signature


Date

Name: **Ikani Taumoepeau**

Title: **City Manager**

Entity Name: **City of Las Cruces**

APPROVED AS TO FORM:


City Attorney


Date

STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
AGREEMENT No. 25-690-3000-79560

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as "Agency," and **City of Las Cruces** hereinafter referred to as "Contractor," and is effective as of the date set forth below upon which it is executed by Agency.

WHEREAS, Agency is designated to receive and administer federal funds for the benefit of children, youths, and their families in need of behavioral health services, children at risk of being removed from their homes due to abuse or neglect, foster care and family support services, and children and youths at risk of being or engaged in the juvenile justice system, and desires to engage and contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, Agency and Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY AGENCY'S CABINET SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2027** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

- A. Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as "**Attachment 1 – Scope of Work**" and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations). In consideration for the provision of those services, Agency agrees to purchase and Contractor agrees to perform the services identified in the Scope of Work.
- B. If Contractor's performance of the Scope of Work provides services/care to children, youths, or families in Agency custody or receiving services from Agency (Clients), or if the performance of the scope of work requires Contractor's access to Client data, Contractor, its staff, employees, and other prospective subcontractors are required to:
 - 1) obtain a Background Check (a screen of the Children, Youth and Families Department's information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC.
 - 2) receive and demonstrate through competency assessments and self-reporting that Contractor, its staff, employees, and other prospective subcontractors have received adequate training as identified in Attachment 3, Trauma-Responsive and Coaching Training Plan in accordance with *KEVIN S., et al. v. BLALOCK, et al., No. 1:18-cv-00896*.

ARTICLE III. Limitation of Cost

Agency shall pay to Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount of the monies payable to Contractor under this Agreement shall not exceed **one million six hundred and four thousand twenty-five dollars and zero cents. (\$1,604,025.00)**. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

ARTICLE IV. Payment

Agency shall make monthly payments to Contractor for services and costs specified in **Attachment 2 - Budget**. Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to Agency. Contractor’s failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by Contractor to Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. Agency may terminate this Agreement for convenience or cause. Contractor may only terminate this Agreement based upon Agency’s uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency’s material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor’s notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor (i) if Contractor becomes unable to perform the services contracted for, as determined by Agency; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, “Appropriations”, of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, Agency’s sole liability upon termination shall be to pay for acceptable work performed prior to Contractor’s receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party’s liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE AGENCY’S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY CONTRACTOR’S DEFAULT/BREACH OF THIS AGREEMENT.

D. Termination Management. If this Agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the Agreement, immediately upon expiration or receipt by either Agency or Contractor of notice of termination of this Agreement, Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this agreement without written approval of Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as Agency shall direct for the protection, preservation, retention or transfer of all property titled to Agency and records generated under this agreement, and 4) if providing health services or client support as part of the scope of work of this Agreement, continue to provide essential services and supports to ensure the health and safety of individual Clients as directed by Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the Agreement. In this event Agency may temporarily extend the term, enter into anew short-term Agreement or otherwise enter into an Agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this Agreement, Contractor shall furnish to Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by Contractor with Agreement funds as defined in Article 31 (Property) of this Agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by Contractor under the provisions of this Agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by Contractor with Agreement funds shall become property of Agency upon termination and shall be submitted to Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to Contractor pursuant to this Agreement. Contractor will include all monies made subject to this Agreement in the annual audit and will provide Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

A. Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by Agency, the Department of Finance and Administration and the State Auditor. Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of Agency to recover excessive or illegal payments.

B. If Contractor receiving State or federal funds from Agency, Contractor shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, Contractor shall comply with the audit requirements of the Single Audit Act. This includes Contractor retaining its financial records for a period five (5) years after the time the audit was released.

C. If Contractor receives more than Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) in federal funding, or more than Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) from Agency, in any single fiscal year, Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an

external Certified Public Accountant.

D. Contractor shall maintain the financial statements for a period of no less than six (6) years and shall make the financial statements and the CPA's audit or opinion available to Agency upon request.

E. Applicable annual financial reports shall be submitted to Agency no later than six (6) months following the close of Contractor's fiscal year.

F. To ensure proper delivery and receipt, Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Children, Youth and Families Department
 Contract Audit Unit
 1120 Paseo de Peralta, Room 103
 Santa Fe, New Mexico 87501

G. Agency may take corrective action as deemed necessary for Contractor's failure to comply with VIII-A through VIII-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

ARTICLE IX. Confidentiality

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

ARTICLE X. Amendments

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

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

ARTICLE XII. Applicable Law

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

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own

violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §41-4-1, et. seq., .

ARTICLE XV. Execution of Documents

Agency and Contractor agree to execute any additional document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by Agency Cabinet Secretary or Designee. No such subcontract shall relieve Contractor from any obligations and liabilities under this Agreement, nor shall subcontracts obligate direct payment from Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

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

ARTICLE XVIII. Workers' Compensation

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

ARTICLE XIX. Lobbying Certification

Contractor, by signing below, certifies to the best of their knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of

this certification is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352 (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars and Zero Cents (\$10,000.00) and not more than One Hundred Thousand Dollars and Zero Cents (\$100,000.00) for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage

(Governmental entities are excluded from this provision)

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period during the term of the Agreement, Contractor certifies, by signing this Agreement, to have in place, and agrees to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State of New Mexico.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com>.

ARTICLE XXI. Background Checks

Contractors that have or could have primary custody of children for at least twenty (20) hours per week are required to comply with 8.8.3 NMAC et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to Clients. Additionally, all Information Technology (IT) contractors are required to have a background check. Contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. Agency's Background Check Unit will conduct nationwide, State, and abuse and neglect background checks on required staff or volunteers in accordance with 8.8.3 NMAC standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to Clients.

ARTICLE XXII. Product of Service -- Copyright.

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

B. Client information developed under this Agreement may not be used by Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of Agency, except to fulfill the provisions of the Scope of Work under this Agreement.

ARTICLE XXIII. Appropriations

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

ARTICLE XXIV. Property

A. Title to all property furnished by Agency shall remain in Agency. Title to all property acquired by Contractor, including acquisition through lease-purchase agreement, for the cost of which Contractor is to be reimbursed as a direct item of cost under this Agreement shall immediately vest in Agency upon delivery of such property to Contractor. Title to other property, the costs of which is to be reimbursed to Contractor under this Agreement, shall immediately vest in Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by Agency, whichever first occurs.

B. Title to Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this Agreement. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this Agreement, it shall use the proceeds to repair or replace Agency property.

ARTICLE XXV. Licensure

If required for the performance of the Scope of Work herein, Contractor agrees to retain and maintain professional licensure, accreditation, credentials or continuing education required to perform the scope of professional services provided for Agency. Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to Agency if requested in writing.

ARTICLE XXVI. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, State, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, §§ 2-11-1, *et. seq.*, and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal

appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. Suspension and Debarment. For Agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. Fiscal and Administrative Standards. Contractors shall adhere to all local, state and federal regulations as applicable to their operations. For Agreements that involve the expenditure of federal funds, Contractors shall adhere to fiscal and administrative standards in accordance with:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
<https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>
2. State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
<http://www.nmdfa.state.nm.us/Manuals.aspx>
3. The State of New Mexico State Auditor, State Audit Rule
http://www.saonm.org/state_auditor_rule
4. Title 2 CFR, Subtitle A, Chapter I, Part 170, Reporting Sub-award and Executive Compensation Information
5. Title 2 CFR, Subtitle A, Chapter II, Part 200, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards
6. FASB and AICPA Statements and Professional Pronouncements
7. U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision)

D. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

E. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number -N/A
 - ii. Program Title -N/A
 - iii. AGENCY/OFFICE -N/A
 - iv. GRANT NUMBER -N/A

2. CONTRACTOR'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is N/A

F. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

3. This agreement and Contractor's employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

4. Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

5. Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

DocuSigned by:

Phillipe Rodriguez

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For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) require Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water

Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding One Hundred Thousand Dollars and Zero Cents (\$100,000.00) must file the required certification.

DocuSigned by:

Justin Boyd

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Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds Ten Thousand Dollars and Zero Cents (\$10,000.00) or the value of the quantity acquired during the preceding fiscal year exceeded Ten Thousand Dollars and Zero Cents (\$10,000.00); procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Agenda Item #7.6

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Contract Number :25-690-3200-79560

Amendment Number : 00

IN WITNESS WHEREOF, Agency and Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Agency – New Mexico Children, Youth and Families Department



Date: 6/26/2024 5:23 PM

Secretary or Designee, CYFD

DocuSigned by:

Phillipe Rodriguez

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Date: 9/20/2024 ;

Chief Financial Officer, CYFD

Approved as to legal form and sufficiency.

DocuSigned by:

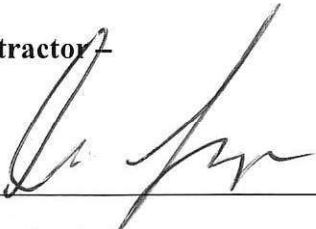
Justin Boyd

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Date: 9/23/2024

Office of General Counsel, CYFD

Contractor –

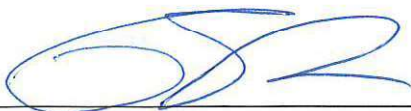


Date: 7/22/24.

Authorized Signatory

Ikani Taumoepeau, City Manager

Printed Title of Authorized Signatory



Date: 8/21/24

Legal Counsel, Contractor

Agreement # 25-690-3000-79560

Attachment 1 – Scope of Work **City of Las Cruces**

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost-effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the “Community Advisory Board (CAB)”, as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

- 1. Develop and improve the “Comprehensive Strategic Plan” for juvenile justice and detention reform in City of Las Cruces to be updated a minimum of once per year;
- 2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
- 3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
- 4. Provide oversight for the programs/service identified in the Scope of Work;
- 5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
- 6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
- 7. Comply with, plan, and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State’s youth; and
- 8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.

- B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:

1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;
 2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
 3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
 4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
 5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
 6. Provide the Agency standardized progress reports monthly;
 7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
 - a. accomplishments/milestones achieved during this Agreement period;
 - b. reporting on program specific performance measures and related outcomes;
 - c. statements regarding obstacles and progress made;
 - d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
 - e. provide plan for sustainability of programs/services.
 8. Attend meetings as required by the Agency.
- C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2025, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:
1. Positive Action Program;
 2. Life Skills Training;
 3. Juvenile Assessment Reporting Center; and
 4. Teen Intervention Prevention Program.

Duties and Responsibilities:

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The Contractor shall:

- A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.
- B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.
- C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.
- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
- E. Attend meetings and training courses as required by the Agency.
- F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.
- G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.
- I. Submit reimbursement invoices to the Agency no later than fifteen (15) days after the end of each month. At a minimum, invoice documentation must include:
 1. The approved Agency's Program Invoice and Expenditure Report forms; and
 2. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, and proof of payment.
- J. Submit monthly programmatic data reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.
- K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports

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are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.

- L. The Contractor agrees to comply with all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.
- M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved.
- N. Communication and details concerning this Agreement shall be directed to the following representative:

Agency

Louis Pacias
Grant Management Unit
Children, Youth and Families Department
4775 Indian School NE, Bldg. 4
Albuquerque, NM 87110
(P) 505-660-3405

Contractor

Gabriela Prats
Grant Manager
City of Las Cruces
P.O. Box 20000
Las Cruces, NM 88004
(P) 575-541-2430

- O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.
- P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.
- Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.
- R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

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- S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
- T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.
- U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).
- V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

The Agency shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as

Agreement # 25-690-3000-79560

stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.

D. The Agency will review:

1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.
2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.
3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection:

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

- A. City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
 1. At-Risk Youth;
 2. First Time Offender;
 3. Repeat Offender;
 4. Sex Offender;
 5. Status Offender; and
 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
 1. Male;
 2. Female; or
 3. Transgender.
- F. Month and Year of Birth;
- G. Geographic Location:
 1. Urban;
 2. Tribal;
 3. Rural; or
 4. Frontier.
- H. Other Population Information:

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1. Mental Health;
2. Substance Abuse;
3. Truant/Dropout; or
4. Pregnant.

Core Measures:

- A. New youth admissions during this reporting period;
- B. Number of program youth carried over from previous reporting period;
- C. Total number of youth in the program;
- D. Total number of youth who exited the program during the reporting period;
- E. Number of youth who exited the program having completed the program requirements during the reporting period;
- F. Percent of youth who successfully completed the program;
- G. How many youth is your program designed to serve;
- H. Number of current program youth who had an arrest during the reporting period;
- I. Number of current program youth who were committed to a juvenile facility during the reporting period;
- J. Number of program youth who had a re-arrest during the reporting period;
- K. Number of program youth who were re-committed during the reporting period;
- L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
- M. Number of program youth with gang activity; and
- N. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

- A. Positive Action:
 1. Measure the number of youth who successfully complete the thirty-five (35) required Positive Action Classes.
 2. Youth will complete two (2) surveys pre and post to gather feedback on the knowledge and practices gained from Positive Action.
- B. Life Skills:
 1. Complete pre and post survey to determine self-evaluation by participants on life skills acquired by completing Program.
 2. Develop a data tracking baseline for FY25 and set a goal to increase participation by 15%-20% in FY26;
 3. Decrease in Self-reported defiant and/or substance abuse behaviors by youth and improve overall community status offense statistics by 10% from FY25 to FY26.
- C. Juvenile Assessment Reporting Center:
 1. Ninety-five percent of youth accepted into the program will complete a JIFF assessment at the time of entry and exit for evaluation and further recommendations for services.
 2. Youth served for six (6) months following exit will not reoffend 90% of the time

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D. Teen Intervention Prevention Program:

1. 95% of youth accepted into the program will complete a JIFF assessment at the time of entry and at the time of exit for evaluation and further recommendations for services; and
2. Youth are tracked for 6 months following exit will not re-offend 90% of the time.

Local Site-Specific Performance Measures:

A. Positive Action:

1. Complete the Juvenile Inventory for Functioning (JIFF) assessment twice; and
2. Track youth at 6 months assessing further progress.

B. Life Skills:

1. Ensure 100% completion of satisfaction surveys.
2. Create a log of feedback comments from all Life Skills participants that have successfully completed Life Skills Program and document which skills impacted participants the most and why.

C. Juvenile Assessment Center:

1. Youth from 12-17 years of age who have either been cited for an offense or exhibit behaviors consistent with receiving a citation will receive services. Youth are ineligible for JARC services if they have committed any felony offense or are currently under adjudication status.
2. Initiate referrals to evidence-based programs that address their mental health issues within 1 business day of intake 90% of the time. To include referrals to YDD diversion programs, 50% of the time.
3. The Juvenile Assessment Reporting Center will implement a plan to address racial and ethnic disparities among youth who encounter the juvenile justice system by the second quarter of calendar year 2024.

D. Teen intervention Prevention Program:

1. Complete pre survey at orientation and post at exit survey in final class rating their domestic violence knowledge.;
2. Test at least 85% on final/post-test.
3. Eighty-five percent or better recidivism rate while attending program..

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**Attachment 2 – Budget
 City of Las Cruces**

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator	\$33.00 x 1960 Hours =		\$64,680
Travel	=		\$1,500
Youth Committee Members	=		\$480
5% Program Support	=		<u>\$69,740</u>
			\$136,400
B. <u>Positive Action Program:</u>			
Assessment/Intake	\$75 x 250 per youth =		\$18,750
Class	\$200 x 300 per Class =		\$60,000
Follow-up	\$40 x 750 per youth =		\$30,000
Final Client Report	\$75 x 250 per youth =		<u>\$18,750</u>
			\$127,500
C. <u>Life Skills Group:</u>			
Life Skills Group	\$200 x 600 per group =		<u>\$120,000</u>
			\$120,000
D. <u>Juvenile Assessment Center:</u>			
Intake	\$75 x 120 per youth =		\$9,000
Case Management	\$50 x 1200 per youth =		\$60,000
Follow-Up	\$40 x 360 per youth =		<u>\$14,400</u>
			\$83,400
E. <u>Teen Intervention Prevention Program:</u>			
Assessment/Intake	\$75 x 25 per youth =		\$1,875
Class	\$200 x 300 classes =		\$60,000
Follow-up	\$40 x 75 per youth =		\$3,000
Discharge Plan	\$100 x 25 per youth =		<u>\$2,500</u>
			\$67,375
Total Grant Award not to exceed:			<u>\$534,675</u>

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The Contractor shall be required to source a minimum of forty percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$534,675
40% Minimum Match Liability for City of Las Cruces	<u>\$213,870</u>
Projected Budgeted Amount	\$748,545

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

FOR THE PERIOD OF FY25: July 1, 2024, through June 30, 2025:

The total amount of the contract for FY25 shall not exceed \$534,675.00

State General Fund: FY25:	<u>\$534,675.00</u>
State General Fund: FY26	<u>\$534,675.00</u>
State General Fund: FY27:	<u>\$534,675.00</u>
Total =	<u>\$1,604,025.00</u>

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Attachment 3 – Trauma Responsive Care and Services Training

The New Mexico Children, Youth and Families Department (CYFD) seeks to achieve safety, permanency, and well-being of children by implementing systems and services that are *trauma responsive*; providing *community-based therapeutic supports in the most family-like setting*; understanding the importance of and maintaining the *cultural connections and tribal sovereignty* of children, families, and tribes; honoring and centering *youth and family voice and choice*; and ensuring we use *collaborative, team-based* decision-making with families. We are committed to building a workforce worthy of trust through continual *professional growth and development* and a standard of *cultural humility practice*.

To achieve this, our contractors must understand and apply the required principles of trauma responsive care to their programing, policy and procedures and interactions with all children/youth and their families, especially those children/youth in or at risk of entering state custody and their families. Those who contract with CYFD are mandated to:

1. Complete training on trauma responsive care and service delivery. Contractor staff will complete the curriculum determined to be most appropriate for their job position and level of interaction with children/youth and families as identified by the cross-department (Human Services Department and CYFD) training committee. Training shall be completed within the first three (3) months of hire and annually thereafter.
2. Approved trainings and training requirements on trauma responsive care and service delivery, as identified by the cross-department (Human Services Department and CYFD) training committee, are outlined in a separate document. For trainings on trauma responsive care and service delivery not previously identified/or approved by the HSD-CYFD training committee, Contractor may submit request for approval to its Program Manager.
3. Contractor staff include those who have direct contact with children/youth (ages 0-21) in state custody or at-risk children/youth, administrative staff and Management or Executive level position ("leaders").
4. In each invoice, Contractors will:
 - o report current leaders and staff who have direct contact with children who have worked for the Contractor for more than 6 months, and
 - o provide certification of completion for those who have completed the initial training requirements.
5. At least 70 percent of Contractor's staff must have completed required trauma responsive training as outlined in a separate document within three (3) months of hire for Contractor to continue invoicing for services.
6. Trauma responsive care and service delivery training completed by Contractor staff prior to hire, and if taken, less than six (6) months prior to hire, may be submitted for approval of the HSD-CYFD training committee, via Contractor's Program Manager.
7. When scope of work is being performed by Subcontractor, Contractors are responsible for ensuring that the subcontractor's staff receive the mandated trauma responsive care and service delivery training.

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CYFD will:

1. Facilitate access to the mandated trauma responsive care and service delivery training so Contractor staff can meet the minimum requirements.
2. For trainings on trauma responsive care and service delivery not previously identified/or approved by the HSD-CYFD training committee, Contractor may submit request for approval to its Program Manager. Program Manager will route the request to cross-department HSD-CYFD training committee for approval and provide written notice of its decision within ten (10) working days following receipt of the request.



8/22/24

Signature of Contractor

Date

**Must be a DFA authorized signature

APPROVED AS TO FORM:



8/21/24

City Attorney

Date

Contract Number: D20402

Vendor Number: 0000054342

Control Number: C1243281

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is between the Department of Transportation, hereinafter called the "Department" or abbreviation such as "NMDOT", and City of Las Cruces, hereinafter called the "Grantee". This Agreement is effective as of the date of the last party to sign it on the signature page below.

RECITALS

WHEREAS, in the Laws of 2024, SB 275, Chapter 66, Section 33, Subsection 51, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID I3281 NMDOT Control Number C1243281 **\$350,000**

APPROPRIATION REVERSION DATE: 6/30/2028

Laws of 2024, Chapter 66, Section 33, Subsection 51, Three Hundred Fifty Thousand Dollars and No Cents (\$350,000), to acquire property and rights of way for and to plan, design, construct and improve projects identified in the Las Cruces active transportation plan, including bicycle and pedestrian routes and networks, in Las Cruces in Dona Ana county;

Agenda Item #7.6.

The Grantee's total reimbursements shall not exceed Three Hundred Fifty Thousand Dollars and No Cents \$350,000 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, (), which equals () (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

¹ The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Agenda Item #7.6.

- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

Agenda Item #7.6.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Gabriela M. Prats, C.M., ACE
Title: Grant Manager
Address: P.O. Box 20000, Las Cruces, New Mexico 88004
Email: gprats@lascruces.gov
Telephone: 575-541-2430

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: City of Las Cruces
Name: Leeann Demouche
Title: Director of Finance
Address: 700 N. Main St Las Cruces, NM 88011
Email: ldemouche@las-cruces.org
Telephone: 575-541-2080

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Department of Transportation District 1 Office
Name: Debra Hudson
Title: Capital Outlay District Coordinator
Address: 2912 East Pine Street, Deming, NM 88030
Email: DebraA.Hudson@dot.nm.gov
Telephone: 575-640-2779

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2028 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

Agenda Item #7.6.

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Agenda Item #7.6.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded

Agenda Item #7.6.

from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well

Agenda Item #7.6.

as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Las Cruces may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Las Cruces's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Las Cruces or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Las Cruces or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Las Cruces may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Las Cruces only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the

Agenda Item #7.6.

SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

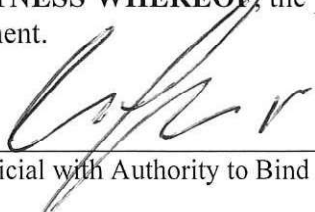
C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE



Signature of Official with Authority to Bind Grantee

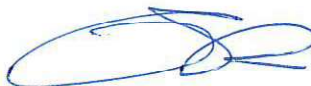
City of Las Cruces
Entity Name

By: Ikani Taumocpcau
(Type or Print Name)

Its: City Manager
(Type or Print Title)

8/22/24.
Date

APPROVED AS TO FORM:

 8/20/24
City Attorney Date

DEPARTMENT OF TRANSPORTATION



By: 83F307B82C81449...

Its: Cabinet Secretary or Designee
09/19/24

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL



By: Aaron Frankland or Designee

Its: Deputy General Counsel
09/19/24

Date

Agenda Item #7.6.

STATE OF NEW MEXICO CAPITAL GRANT PROJECT Request for Payment Form Exhibit 1			
I. Grantee Information (Make sure information is complete & accurate) A. Grantee: _____ B. Address: _____ (Complete Mailing, including Suite, if applicable) City State Zip C. Phone No: _____ D. Grant No: _____ E. Project Title: _____ F. Grant Expiration Date: _____		II. Payment Computation A. Payment Request No. _____ B. Grant Amount: _____ C. AIPP Amount <i>(If Applicable)</i> : _____ D. Funds Requested to Date: _____ E. Amount Requested this Payment: _____ F. Reversion Amount <i>(If Applicable)</i> : _____ G. Grant Balance: _____ H. ☐ GF ☐ GOB ☐ STB <i>(attach wire if first draw)</i> I. ☐ Final Request for Payment <i>(if Applicable)</i>	
III. Fiscal Year : _____ <i>(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)</i>			
IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.			
V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.			
Grantee Fiscal Officer or Fiscal Agent <i>(if applicable)</i>		Grantee Representative	
Printed Name _____ Date: _____		Printed Name _____ Date: _____	
(State Agency Use Only)			
Vendor Code: _____		Fund No.: _____	
Loc No.: _____			
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
Division Fiscal Officer _____		Division Project Manager _____	
Date _____		Date _____	

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

As the designated representative of the Department for Grant Agreement number [_____] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

NMDOT ATTACHMENT A

The City of Las Cruces shall agree to comply with the following Provisions:

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

The City of Las Cruces shall agree to comply with the following Lighting and Signal Provisions as applicable:

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.

RESOLUTION 25-035

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).

The City Council is informed that:

WHEREAS, the City has been offered a grant in the amount of \$350,000.00 from the New Mexico Department of Transportation (NMDOT) for the Las Cruces Active Transportation Improvement project (Attachment "A"); and

WHEREAS, NMDOT requires a resolution of acceptance by the local governing body before an agreement can become fully executed.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the City will accept the legislative grant award through NMDOT Agreement Control No. C1243281 for \$350,000.00 with no match required.

(II)

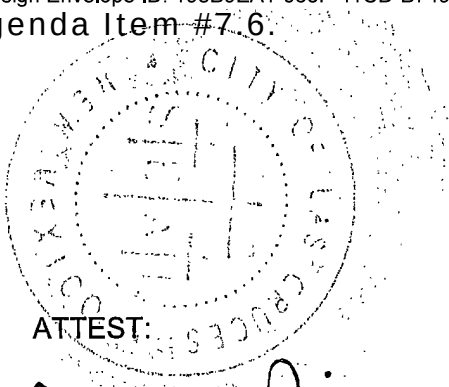
THAT the City Manager is hereby authorized to execute all necessary contracts and amendments necessary in the accomplishment of the herein above.

(III)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this 16 day of September 2024

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ATTEST:

Christine Rivera
City Clerk

APPROVED

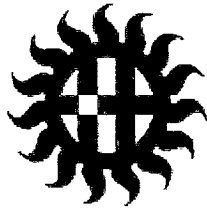
Ed E. -
Mayor

Moved by: Johana Bencomo

Seconded by: Becky Corran

AYES Yvonne Flores, Johana Bencomo, Becki Graham, Becky Corran, Cassie McClure, William Mattiace, Eric Enriquez

NAYS



City Council Action and Executive Summary

25-035

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: September 16, 2024		
Drafter:	Crystal Silva	Department:	Financial Services
Program:	Grants Administration	Line of Business:	Fiscal Management
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To accept an NMDOT grant award.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) requests funding on an annual basis from the New Mexico State Legislature to complete capital outlay projects throughout the City. The City was granted the following capital appropriation from the New Mexico Department of Transportation (NMDOT) during the 2024 Legislative Session:

Control Number: C1243281 (24-I3281) for the Las Cruces Active Transportation Improvement project in the amount of \$350,000.00.

The funding is to acquire property and rights of way for and to plan, design, construct and improve projects identified in the Las Cruces active transportation plan, including bicycle and pedestrian routes and networks, in Las Cruces in Dona Ana County.

The priority projects are as follows:

1. First priority: design and construction of a multiuse trail associated with Valley View Park connecting Esperanza Ave. to Espina St.
2. Second priority: construction of pedestrian improvements such as bulb outs at intersections, on Ethel Ave. from Alameda Blvd. to Miranda St. and Houma St.
3. Third priority: augmentation of bicycle and pedestrian improvements on ongoing active transportation projects such as Madrid Ave. from Evelyn St. to North Triviz Dr.

This capital appropriation has a reversion date of June 30, 2028. There is no match required for State Legislative Appropriations.

NMDOT requires a resolution of acceptance by the local governing body before an agreement can become fully executed.

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SUPPORT INFORMATION:

ATTACHMENT "A" PR-SFY24 IGA 24-3281 Agreement Unsigned

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept NMDOT grant award C1243281.
2. Vote "No"; this will not approve the Resolution to accept NMDOT grant award C1243281 and will result in a loss of funds.
3. Vote to "Amend"; this will require further direction to staff.
4. Vote to "Table"; this will result in a loss of funds needed to complete City projects.

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STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **CITY OF LAS CRUCES**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the **Laws of 2024, Chapter 65, Section 83**, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

24-I4081 \$662,990.95 APPROPRIATION REVERSION DATE: June 30, 2026

Laws of 2024, Chapter 65, Section 83, Six Hundred Sixty Two Thousand Nine Hundred Ninety Dollars And Ninety Five Cents (\$662,990.95), from the General Fund 93100 The time of expenditure for the local government division project in Subsection 220 of Section 35 of Chapter 81 of Laws 2020 to plan, design, construct, purchase, equip and install renovations at the High Noon soccer complex in Las Cruces in Dona Ana county is extended through fiscal year 2026.

The Grantee's total reimbursements shall not exceed Six Hundred Sixty Two Thousand Nine Hundred Ninety Dollars And Ninety Five Cents \$662,990.95 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, Zero Dollars And Zero Cents \$0.00, which equals Six Hundred Sixty Two Thousand Nine Hundred Ninety Dollars And Ninety Five Cents \$662,990.95 (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

- A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:
- i. Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
 - ii. The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
 - iii. The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
 - iv. The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
 - v. In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.
- Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
 - a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- C. Project funds shall not be used for purposes other than those specified in the Project Description.
- D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

²"Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
 Name: Ikani Taumoepeau
 Title: City Manager
 Address: 700 N Main St, Las Cruces, NM 88001-1120
 Email: grants@lascruces.gov
 Telephone: 575-541-2076

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

Grantee: CITY OF LAS CRUCES
 Name: Gabriela M. Prats
 Title: Grant Manager
 Address: 700 N Main St, Las Cruces, NM 88001-1120
 Email: gprats@lascruces.gov
 Telephone: 575-541-2430

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
 Name: Melody Montoya
 Title: Program Manager
 Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
 Email: Melody.Montoya@dfa.nm.gov
 Telephone: 505-670-4395

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

- A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2026** the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are **not** expended and an expenditure has **not** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- i. Termination due to completion of the Project before the Reversion Date; or
- ii. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- iii. Termination for violation of the terms of this Agreement; or
- iv. Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:
 - i. The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
 - ii. The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - iii. The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

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ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration. Additionally, the Grantee shall certify on the Request for Payment form that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form provided by the Department. Payment requests are subject to the following procedures:

- i. The Grantee must submit a Request for Payment; and
- ii. Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- iii. In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of execution of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- i. Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- ii. Twenty (20) days from date of Early Termination; or

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iii. Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

- i. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- ii. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- iii. The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
- iv. The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
- v. The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

- i. The Grantee has the legal authority to receive and expend the Project's funds.
- ii. This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- iii. This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- iv. The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- v. The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- vi. The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower

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- protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- vii. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

- A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.
- B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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 immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the CITY OF LAS CRUCES may immediately terminate this Agreement by giving Contractor written notice of such termination. The CITY OF LAS CRUCES's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the CITY OF LAS CRUCES or

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the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **CITY OF LAS CRUCES** or the Department"

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the CITY OF LAS CRUCES may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the CITY OF LAS CRUCES only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

City of Las Cruces

Entity Name

Signature of Official with Authority to Bind Grantee

By: Ikani Taumoepeau

(Print Name)

Its: City Manager

(Title)

Date

7/24/24

DEPARTMENT OF FINANCE AND ADMINISTRATION

LOCAL GOVERNMENT DIVISION

DocuSigned by:

By:

Jeannette Gallegos

Jeannette Gallegos

Its: Cabinet Secretary or Designee

8/23/2024

Date

APPROVED AS TO FORM:

City Attorney

Date

7/23/24

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**STATE OF NEW MEXICO
GRANT PROJECT
Request for Payment Form
Exhibit 1**

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____
 B. Address: _____
 (Complete Mailing, including Suite, if applicable)

 City, State, Zip
 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: _____
 C. AIPP Amount (If Applicable): _____
 D. Funds Requested to Date: _____
 E. Amount Requested this Payment: _____
 F. Reversion Amount (If Applicable): _____
 G. Grant Balance: _____
 H. Final Request for Payment (if Applicable) _____

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ Reporting Certification: I hereby certify to the best of my knowledge and belief, that reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ Compliance Certification: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
 or **Fiscal Agent** (if applicable)

Grantee Representative

 Printed Name

Date: _____

 Printed Name

Date: _____

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 Division Fiscal Officer Date

 Division Project Manager Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____
Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: _____

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.



FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)
FY 2024 AIP
GRANT AGREEMENT
Part I - Offer

Federal Award Offer Date	August 20, 2024
Airport/Planning Area	Las Cruces International Airport
Airport Infrastructure Grant Number	3-35-0024-040-2024
Unique Entity Identifier	J3ZLWA2K1X47
TO:	City of Las Cruces
	(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 17, 2024, for a grant of Federal funds for a project at or associated with the Las Cruces International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Las Cruces International Airport (herein called the "Project") consisting of the following:

Reseal/Resurface Runway Pavement 12/30 (Blast Pads Only)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 30 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$246,480.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$246,480 for airport development or noise program implementation.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **September 02, 2024**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.
14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects, if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
 - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or

- b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. “Private entity”:

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
- 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
- 23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. **Exhibit “A” Property Map.** The Exhibit “A” Property Map dated **February 16, 2000**, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
- 25. **Employee Protection from Reprisal.**
 - a. Prohibition of Reprisals.
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;

- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights

may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

30. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that it will not submit payment reimbursement requests until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
31. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,

- iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
- 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
- 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
- 4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.
- 32. **Maintenance Project Life.** The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sound condition that they do not warrant extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP, Airport Infrastructure Grant (AIG), or supplemental appropriation funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.
- 33. **Plans and Specifications Prior to Bidding.** The Sponsor agrees that it will submit plans and specifications for FAA review prior to advertising for bids.
- 34. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
 - a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

- c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant and associated grants.
- 35. **Consultant Contract and Cost Analysis.** The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this Grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.
- 36. **Design Grant.** This Grant Agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within two (2) years after the design is completed that the Sponsor will accept, subject to the availability of the amount of Federal funding identified in the Airport Capital Improvement Plan (ACIP), a grant to complete the construction of the project in order to provide a useful and usable unit of work. The Sponsor also understands that if the FAA has provided Federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this Grant Agreement, the FAA may suspend or terminate grants related to the design.
- 37. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 38. **Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.

The Sponsor’s acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor’s acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Justin Barker
Justin Barker (Aug 20, 2024 16:46 CDT)

(Signature)

Justin Barker

(Typed Name)

Manager, Louisiana/New Mexico ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated August 28, 2024

City of Las Cruces

(Name of Sponsor)

Ikani T Taumoepeau
Ikani T Taumoepeau (Aug 28, 2024 12:08 MDT)
(Signature of Sponsor's Authorized Official)

By: Ikani T Taumoepeau
(Typed Name of Sponsor's Authorized Official)
Title: City Manager
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, Brad Douglas, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of New Mexico. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at August 28, 2024

By: Brad Douglas
Brad Douglas (Aug 28, 2024 15:11 MDT)
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

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- ¹ These laws do not apply to airport planning sponsors.
 - ² These laws do not apply to private sponsors.
 - ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
 - ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
 - ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (City of Las Cruces), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of May 17, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	NM-2024-030-00		
Temporary Application Number	1580-2024-2		
Award Name	City of Las Cruces Roadrunner Transit (1580) FY 2024 Section 5307 Operating assistance for the Las Cruces NM UZA		
Award Status	Active (Executed)		
Award Budget Number	0		

Period of Performance Start Date	9/4/2024		
Original Period of Performance End Date	6/30/2026		
Current Period of Performance End Date	6/30/2026	Revision #: 0	Approved?: Yes

Budget Period Start Date	9/4/2024		
Budget Period End Date	6/30/2026		

Part 1: Recipient Information

Name: CITY OF LAS CRUCES				
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Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1580	City	CITY OF LAS CRUCES	J3ZLWA2K1X47	077609279

Location Type	Address	City	State	Zip
Physical Address	700 N MAIN ST # 3134	LAS CRUCES	NM	88001
Mailing Address	PO BOX 20000	LAS CRUCES	NM	88004

Union Information

Union Name	UNITED STEELWORKERS OF AMERICA, AFL-CIO/CLC
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Address 1	632 N Almendra Street
Address 2	
City	Las Cruces
State	NM
Zipcode	88001
Contact Name	Eric Quiz
Telephone	(575) 202-2771
Fax	
E-mail	equiz79@gmail.com
Website	

Part 2: Award Information

Title: City of Las Cruces Roadrunner Transit (1580) FY 2024 Section 5307 Operating assistance for the Las Cruces NM UZA

FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
NM-2024-030-00	Active (Executed)	Grant	Region 6	5/10/2024	5/10/2024	No

Award Executive Summary

The New Mexico DOT suballocated \$3,304,699 to the City of Las Cruces from the FFY 2024 Section 5307 federal apportionment to the Las Cruces NM UZA. The suballocation letter and the full appropriation to the Las Cruces UZA are attached to this application. This funding will be used entirely for 50% of eligible transit operations for approximately 1 fiscal year. The total operating scope of work for this grant application is \$6,609,398. The 50% local match for this project is \$3,304,699 and will come from various local City of Las Cruces (City) funds, including the City's General Fund, Gas Tax Fund, and/or Hold Harmless Fund (gross receipts tax revenue returned to the City from the State of New Mexico).

Activities include funding eligible operating costs up to \$6,609,398 (federal share \$3,304,699, local share \$3,304,699) from July 2024 through approximately June 2025 to include: personnel expenses such as wages, salaries and benefits. The only operational contracting opportunities using federal funds will be for security services. Federal funds may also be used for non-contracting non-salary eligible operational expenses such as utilities and business travel. City match funding will be used for all other competitive contracts. Funds that are not expended on operations by June 30, 2025, will continue to be expended on eligible operating expenses in the first few months of the City's FY2026, which starts July 1, 2025.

At least 1% of this grant will be used for security projects per the requirements of the 5307 Urbanized Area Program requirements. This requirement will be easily met through the City's security services contract which provides security guard services at the Mesilla Valley Intermodal Transit Terminal (MVITT) in Las Cruces, the primary hub of the City's Roadrunner Transit Service with connections to regional transit services. Security services are provided at this location during all transit service hours. The security contract is always bid with applicable federal clauses including Disadvantage Business Enterprise (DBE) requirements.

This application will use pre-award authority as some operating expenses incurred after July 1, 2024,

may be applied to this grant.

Funding for all these projects is included in the New Mexico eSTIP, which is also attached to this application.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

The purpose of this award is to provide 1 year of operating assistance for the City of Las Cruces Roadrunner transit system to assist it in fixed route transit operations during the for period of 7/01/2024 to approximately 6/30/2025.

Activities to be performed:

Operating funds will be used to cover all eligible operating expenses such as transit employee salaries, fuel, utilities, business travel, and operational supplies.

Expected outcomes:

This funding will permit RoadRUNNER Transit to continue to provide fixed-route and demand-response transit operations during the period from July 1, 2024 to approximately June 30, 2025.

Intended beneficiaries:

Intended beneficiaries are residents, visitors, local businesses, and major educational institutions will benefit from well-supported, reliable, and on-going fixed route and demand response transit services.

Subrecipient Activities:

N/A - there are no subrecipients.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
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ikemefune.ogboli@dot.gov		Community Planner		
layana.george@dot.gov		General Engineer		
Michael	Bartholomew	City Transit Director	mbartholomew@las-cruces.org	(575) 541-2537

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,304,699
Local			\$3,304,699
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$6,609,398

Award Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2024-030-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	\$3,304,699.00	\$3,304,699.00	\$6,609,398.00	0
NM-2024-030-01-00	30.09.01	UP TO 50% FEDERAL SHARE	\$3,304,699.00	\$3,304,699.00	\$6,609,398.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
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NM-90-X205	NM-2024-030-01-00	OPERATING ASSISTANCE	300-00 (300)	A1	350000	New Mexico	2024.2J.90.91.2	04	Urbanized Area Formula Grants	\$3,304,699	\$3,304,699
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Part 3: Project Information

Project Title: FY2024 Section 5307 City of Las Cruces Roadrunner Transit Operations Funding.

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2024-030-01-00	1580-2024-2-P1	5/13/2024	7/1/2024	12/31/2025

Project Description

This project will assist with funding the City's Roadrunner Transit FY 2025 funding up to \$6,609,298. This grant will fund 50% of eligible operating costs up to \$3,304,699 from July 1, 2023, through approximately June 30, 2025, to include: personnel expenses such as wages, salaries and benefits, Federal funds will also be used for non-contracting operational expenses such as utilities and business travel. The only operational contracting opportunities funded with federal funds will be for contracted security services. This will meet the 1% use of federal funds requirement for security purposes. City match funding will be used for all other competitive contracts. Any operating fund not expended by June 30, 2025, will be applied to eligible operating expenses in the first few months of the City FY2025 which begins July 1, 2025.

Project Benefits

This project benefits residents, visitors, local businesses, and major educational institutions who will benefit from well-supported, reliable, and on-going fixed route and demand response transit services.

Additional Information

N/A

Location Description

City transit services will be provided in the Las Cruces NM urbanized area. Las Cruces is located in Dona Ana County NM. The urbanized area includes the town of Mesilla and the New Mexico State University campus (University Park CDP), the Village of Dona Ana CDP, and parts of Dona Ana County.

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353520	Las Cruces, NM

Congressional District Information

District	State
2	New Mexico

Program Plan Information

STIP/TIP

Agenda Item #7.6.

Date: 5/13/2024
Description: Screenshots of New Mexico eSTIP showing planned Section 5307 funding operations spending in project TL00100 - Operating Assistance.

UPWP
Date: Not Provided
Description: N/A

Long Range Plan
Date: Not Provided
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,304,699
Local			\$3,304,699
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$6,609,398

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2024-030-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$3,304,699.00	\$3,304,699.00	\$6,609,398.00	0
NM-2024-030-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$3,304,699.00	\$3,304,699.00	\$6,609,398.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	0

Extended Budget Description

Funding for 50% of eligible operating costs up to \$3,304,699 federal share, from July 1, 2024, through approximately June 30, 2025, to include: personnel expenses such as wages, salaries and benefits, Any balances to the operations scope of work on July 1, 2025 will be used in the period between July 1, 2025, and December 31, 2025. Federal funds will also be used for non-contracting operational expenses such as utilities and business travel. The only operational contracting opportunities funded with federal funds will be for contracted security services. City match funding will be used for all other competitive contracts related to operations.

At least 1% of this grant will be used for security projects per the requirements of the 5307 Urbanized Area Program requirements. This requirement will be easily met through the City's security services contract which provides security guard services at the Mesilla Valley Intermodal Transit Terminal (MVITT) in Las Cruces, the primary hub of the City's Roadrunner Transit Service with connections to regional transit services. Security services are provided at this location during all transit service hours.

A screenshot of New Mexico eSTIP project is TL00100 is attached to this grant.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,304,699
Local			\$3,304,699
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$6,609,398

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2024	Begin using this grant on eligible operating expenses.
End Date	12/31/2025	Fully expend this operating project.

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)
Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date	Description
	Class IIc CE Approved

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	0	\$3,304,699.00	\$6,609,398.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By Ikemefune Ogboli	
Comment Type	Pre-Award Manager Returns Application
Date	7/25/2024
Comment	As we discussed, please address the comments.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-31)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided

Agenda Item #7.6.

below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(31), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF LAS CRUCES

Recipient ID: 1580

UEI: J3ZLWA2K1X47

DUNS: 077609279

Award Information

Federal Award Identification Number: NM-2024-030-00

Award Name: City of Las Cruces Roadrunner Transit (1580) FY 2024 Section 5307 Operating assistance for the Las Cruces NM UZA

Award Start Date: 9/4/2024

Original Award End Date: 6/30/2026

Current Award End Date: 6/30/2026

Award Executive Summary: The New Mexico DOT suballocated \$3,304,699 to the City of Las Cruces from the FFY 2024 Section 5307 federal apportionment to the Las Cruces NM UZA. The suballocation letter and the full appropriation to the Las Cruces UZA are attached to this application. This funding will be used entirely for 50% of eligible transit operations for approximately 1 fiscal year. The total operating scope of work for this grant application is \$6,609,398. The 50% local match for this project is \$3,304,699 and will come from various local City of Las Cruces (City) funds, including the City's General Fund, Gas Tax Fund, and/or Hold Harmless Fund (gross receipts tax revenue returned to the City from the State of

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New Mexico).

Activities include funding eligible operating costs up to \$6,609,398 (federal share \$3,304,699, local share \$3,304,699) from July 2024 through approximately June 2025 to include: personnel expenses such as wages, salaries and benefits. The only operational contracting opportunities using federal funds will be for security services. Federal funds may also be used for non-contracting non-salary eligible operational expenses such as utilities and business travel. City match funding will be used for all other competitive contracts. Funds that are not expended on operations by June 30, 2025, will continue to be expended on eligible operating expenses in the first few months of the City's FY2026, which starts July 1, 2025.

At least 1% of this grant will be used for security projects per the requirements of the 5307 Urbanized Area Program requirements. This requirement will be easily met through the City's security services contract which provides security guard services at the Mesilla Valley Intermodal Transit Terminal (MVITT) in Las Cruces, the primary hub of the City's Roadrunner Transit Service with connections to regional transit services. Security services are provided at this location during all transit service hours. The security contract is always bid with applicable federal clauses including Disadvantage Business Enterprise (DBE) requirements.

This application will use pre-award authority as some operating expenses incurred after July 1, 2024, may be applied to this grant.

Funding for all these projects is included in the New Mexico eSTIP, which is also attached to this application.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$6,609,398.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$3,304,699.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$3,304,699.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$3,304,699.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$3,304,699.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
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5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$3,304,699
Local			\$3,304,699
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$6,609,398

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 9/4/2024
DOL Certification Date: 9/4/2024

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Gail Lyssy
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: gail.lyssy@dot.gov
Award Date: 9/4/2024

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:

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- (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Michael Bartholomew
City Transit Director
CITY OF LAS CRUCES
9/23/2024

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	NM-2024-041-00		
Temporary Application Number	1580-2024-3		
Award Name	City of Las Cruces Roadrunner Transit FY24 5339 Miscellaneous Support Equipment		
Award Status	Active (Executed)		
Award Budget Number	0		

Period of Performance Start Date	9/11/2024		
Original Period of Performance End Date	12/31/2025		
Current Period of Performance End Date	12/31/2025	Revision #: 0	Approved?: Yes

Budget Period Start Date	9/11/2024		
Budget Period End Date	12/31/2025		

Part 1: Recipient Information

Name: CITY OF LAS CRUCES				
Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1580	City	CITY OF LAS CRUCES	J3ZLWA2K1X47	077609279
Location Type	Address	City	State	Zip
Physical Address	700 N MAIN ST # 3134	LAS CRUCES	NM	88001
Mailing Address	PO BOX 20000	LAS CRUCES	NM	88004

Union Information

Union Name	UNITED STEELWORKERS OF AMERICA, AFL-CIO/CLC
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Address 1	632 N Almendra Street
Address 2	
City	Las Cruces
State	NM
Zipcode	88001
Contact Name	Eric Quiz
Telephone	(575) 202-2771
Fax	
E-mail	equiz79@gmail.com
Website	

Part 2: Award Information

**Title: City of Las Cruces Roadrunner Transit FY24 5339
Miscellaneous Support Equipment**

FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
NM-2024-041-00	Active (Executed)	Grant	Region 6	5/10/2024	5/10/2024	No

Award Executive Summary

This grant uses Federal Fiscal Year 2024 formula 5339 funding apportionment to the State of New Mexico for use by small urban transit agencies. The New Mexico Department of Transportation has suballocated \$266,553 of that apportionment to the City of Las Cruces. The City of Las Cruces is applying for 100% of the allocation identified in the NMDOT split letter dated 05/10/2024. Local match will be provided by local City of Las Cruces funds including the General Fund and the Hold Harmless Fund (a fund set aside by the City for some Gross Receipts Tax (GRT) revenue returned by the state to the City).

The City will use this funding for acquiring miscellaneous support equipment for two of its transit facilities.

The Transit Operations and Maintenance Facility, located at 2340 Westgate Ave is currently under construction with anticipated occupancy in December 2024. This grant fund equipment to include furniture such as desks, tables, chairs, shelves, cubicle partitions, and work benches. Additional major equipment will be battery electric forklift to be used at the parts rooms and lubrication room at this facility. The City Transit Section currently does not have a forklift at its existing location as it has been able to borrow one from other City Departments as needed. Also, the new facility will have a loft for storing parts and the forklift will be used to lift parts up to the parts loft. Additional support equipment will be needed in the maintenance area and this grant will fund those items if enough funding remains in the grant.

The second facility is the Mesilla Valley Intermodal Transit Terminal (MVITT) located at 300 W. Lohman in Las Cruces NM. This facility serves as the City's central transfer point for its Roadrunner Transit service. The MVITT also provides connections to the South Central Regional Transit District (SCRTD), Ztrans (service from Alamogordo NM), the NMDOT Park and Ride (service to El Paso TX), and

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Greyhound. This grant will be used to acquire cell phone charging tables and stools in the public waiting room at the MVITT. Currently transit patrons sit on the floor near wall outlets to charge their cellphones. This creates not only a tripping hazard for customers, but it is very uncomfortable for the transit patron. Additionally metal signage around the facility has become faded and stained over the past decade and these signs will be replaced, including signage identifying the bus bays. Additional outdoor furniture and equipment such as replacement trash cans will also be acquired.

All of the equipment acquired will be purchased from third parties and follow federal procurement rules. The City's Transit Department will be responsible for acquiring this equipment and the subsequent care and upkeep. Furnishings and equipment are expected to have a minimum useful life of 10 years.

The City will need to order the furnishing this summer because the building will be ready for occupancy in December 2024. For this reason, the City is requesting pre-award authority for some on the procurements that will be applied to this grant.

The suballocation letter from NMDOT is attached to this grant.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

This grant will be used to acquire miscellaneous support equipment for transit facilities. This equipment will include furniture such as desks, tables, chairs, shelves, cubicle partitions, and work benches for the new City transit operations and maintenance facility currently under construction at 2340 Westgate

Agenda Item #7.6.

Avenue in Las Cruces NM. This facility is scheduled for substantial completion on December 5, 2024. Additional major equipment will be a forklift to be used at the parts rooms and lubrication room and a portable 4-post vehicle lift at this facility. The City Transit Section currently does not have a forklift at its existing location as it has been able to borrow a lift from other City Departments as needed. Also, the new facility will have a loft for storing parts and the lift will be used to lift parts up to the parts loft. The portable 4-post lift will provide added flexibility by having a lift available to use in different maintenance bays. Additional support equipment will be needed in the maintenance area and this grant will fund those items if enough funding remains in the grant.

This grant will also be used to acquire cell phone charging tables and stools in the public waiting room at the existing Mesilla Valley Intermodal Transit Terminal (MVITT) located at 300 W. Lohman in Las Cruces NM. Currently transit patrons are charging their cell phones by sitting on the floor near wall outlets. This creates not only a tripping hazard for customers, but it is very uncomfortable for the transit patron. Additionally metal signage around the facility has become faded and stained over the past decade and these signs will be replaced, including signage identifying the bus bays. Additional outdoor furniture and equipment such as replacement trash cans will also be acquired.

Activities to be performed:

Purchase furniture, shoe equipment, and other support equipment, as noted under "Purpose", at two City transit facilities. This equipment will be purchased from third party vendors.

Expected outcomes:

The expected outcome will be a properly furnished new transit maintenance and operations facility. The public will also benefit by having additional amenities at the MVITT plus improved, more aesthetically pleasing signage.

Intended beneficiaries:

The intended beneficiaries include City transit staff that will be based in the new Transit Operations and Maintenance facility. Beneficiaries of equipment acquired for the MVITT will be the public, who will have improved amenities and signage.

Subrecipient Activities:

N/A - no subrecipients

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	layana.george@dot.gov	General Engineer		
	brandon.thomas@dot.gov	Trans Program Specialist		
Michael	Bartholomew	City Transit Director	mbartholomew@las-cruces.org	(575) 541-2537

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$266,553

Agenda Item #7.6.

Local			\$66,639
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$333,192

Award Budget

Project Number		Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2024-041-01-00	114-00 (114-A1)	BUS: SUPPORT EQUIP AND FACILITIES	\$266,553.00	\$66,639.00	\$333,192.00	0
NM-2024-041-01-00		11.42.06 ACQUIRE - SHOP EQUIPMENT	\$72,000.00	\$18,000.00	\$90,000.00	0
NM-2024-041-01-00		11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	\$194,553.00	\$48,639.00	\$243,192.00	0

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
NM-34-0041	NM-2024-041-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A1	350000	New Mexico	2024.2J.34.BF.2	00	Bus Form - Formula Alloc	\$266,553	\$266,553

Part 3: Project Information

Project Title: FY2014 Section 5339 Capital Assistance for Miscellaneous Equipment for Transit Operating and Maintenance Facilities

Project Number	Temporary Project Number	Date Created	Start Date	End Date
NM-2024-041-01-00	1580-2024-3-P1	5/28/2024	7/1/2024	12/31/2025

Project Description

This grant will be used for procuring office furniture (desks, chairs, tables, file cabinets), shelving, workbenches, a 4-post portable vehicles lift and a forklift for the new transit operations and maintenance facility, located at 2340 Westgate Avenue, currently under construction in Las Cruces New Mexico. This funding will also be used for procuring cellphone charging tables in the public lobby of the transit intermodal center and for purchasing metal signage around that building to replace existing sign that are fading. This project will use the total amount of the FY2024 Section 5339 funds suballocated by the New Mexico Department of Transportation to the City of Las Cruces. This project will use \$266,553 in federal funds, \$66,639 in local match funds, for a total project of \$333,192.

Project Benefits

This grant will be the only source of funding for providing office furniture, free-standing shelving, work benches and a forklift in the new transit operations and maintenance facility that will be ready for occupancy approximate December 5, 2024. The new facility will have a loft in the parts room requiring the procurement of a forklift to lift parts to the loft. The 4-post portable lift will allow flexibility in using a lift as needed in maintenance bays. The benefits will be a properly equipped facility that transit operations will be move to.

This grant will also be used to purchase cell phone charging tables in the public lobby of the Mesilla Valley Intermodal Transportation Terminal (MVITT) located at 300 W. Amador in Las Cruces NM. Currently patrons sit on the floor near wall outlets to charge their phones. This is very uncomfortable for the patrons and creates tripping hazards for other patrons entering and leaving the building. We will also replace fading metal signage around the perimeter of the building including the buy bay identification signs.

Additional Information

None provided.

Location Description

This activity will occur at City-owned transit facilities located in the Las Cruces NM urbanized area. Las Cruces is located in Dona Ana County NM. The urbanized area includes the town of Mesilla and the New Mexico State University campus (University Park CDP), the Village of Dona Ana CDP, and parts of Dona Ana County. The facilities are the new Transit Operations and maintenance facility, currently under construction, located at 2340 Westgate Avenue. This facility will house the City's Transit operations and maintenance functions. The second facility is the Mesilla Valley Intermodal Transit Terminal (MVITT), located at 300 West Lohman Avenue. The MVITT is the central bus transfer point for the City's Roadrunner Transit System and serves as a connection point for several regional services including South Central Regional Transit District, Ztrans, NMDOT Park and Ride, and Greyhound. The MVITT has an interior waiting lobby with a customer service desk and public restrooms. The MVITT also houses the City's transit administrative offices.

Project Location (Urbanized Areas)

UZA Code	Area Name
350000	New Mexico
353520	Las Cruces, NM

Congressional District Information

District	State
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2	New Mexico
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Program Plan Information

STIP/TIP

Date: 8/21/2024
Description: A screen shot of the NMDOT eSTIP project TL00120 o is attached. The weblink to this is:

https://estip.dot.state.nm.us/project_info?project_id=1240785&version=9&view_type=&fromPage=order%5Fby%3D%26order%5Forder%3D%26order%5Fold%5Fby%3D%26search%5Fstr%3DTL00120%26IS%5FFROM%5FFULL%3DTrue%26get%5Ftop%5Frows%3D100%26p%5Ftype%3D%26%5F%3D1724253362296%26end_page=

UPWP

Date: Not Provided
Description: N/A

Long Range Plan

Date: Not Provided
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$266,553
Local			\$66,639
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$333,192

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
NM-2024-041-01-00	114-00 (114-A1) BUS: SUPPORT EQUIP AND FACILITIES	\$266,553.00	\$66,639.00	\$333,192.00	0

NM-2024-041-01-00	11.42.06	ACQUIRE - SHOP EQUIPMENT	\$72,000.00	\$18,000.00	\$90,000.00	0
NM-2024-041-01-00	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	\$194,553.00	\$48,639.00	\$243,192.00	0

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.06 - ACQUIRE - SHOP EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE - SHOP EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

Extended Budget Description

The grant will be use to purchase two items of shop equipment for the new transit operations and maintenance facility that will be ready for occupancy approximate December 5, 2024. The City will acquire a battery electric forklift (estimated cost \$40,000) and a portable 4-post vehicle lift (estimated cost \$50,000). The new facility will have a loft in the parts room requiring the procurement of a forklift to lift parts to the loft. The portable 4-post lift will allow flexibility in working on vehicles in maintenance bays that currently don't have a lift. The benefits will be a properly equipped facility that transit operations will be move to. This equipment will have a minimum useful life of 10 years.

This ALI (11.42.06) will go toward the purchase of the forklift.

All equipment will be purchased from third parties and required FTA procurement rules will be applied to these purchases.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$72,000
Local			\$18,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$90,000

Milestone Name	Est. Completion Date	Description
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Agenda Item #7.6.

Start Date	7/1/2024	Begin procurement of equipment
End Date	12/31/2025	Complete procurement of equipment

Budget Activity Line Item: 11.42.20 - ACQUIRE - MISC SUPPORT EQUIPMENT

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	0

Extended Budget Description

This grant will be the only source of funding for providing office furniture in the new transit operations and maintenance facility that will be ready for occupancy approximate December 5, 2024. This will properly furnish the employee offices and common areas in the new building. This equipment will have a minimum useful life of 10 years.

This grant will also be used to purchase cell phone charging tables in the public lobby of the Mesilla Valley Intermodal Transportation Terminal (MVITT) located at 300 W. Amador in Las Cruces NM. Currently patrons sit on the floor near wall outlets to charge their phones. This is very uncomfortable for the patrons and creates tripping hazards for other patrons entering and leaving the building. We will also replace fading metal signage around the perimeter of the building including the buy bay identification signs. This equipment will have a minimum useful life of 10 years.

All equipment will be purchased from third parties and required FTA procurement rules will be applied to these purchases.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$194,553
Local			\$48,639
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$243,192

Milestone Name	Est. Completion Date	Description
Start Date	7/1/2024	Begin Procurement of equipment
End Date	12/31/2025	Complete procurement of equipment

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.06	ACQUIRE - SHOP EQUIPMENT	0	\$72,000.00	\$90,000.00
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$194,553.00	\$243,192.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By	Ikemefune Ogboli				
Comment Type	Pre-Award Manager Returns Application				
Date	8/20/2024				
Comment					

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

FEDERAL TRANSIT ADMINISTRATION

**GRANT AGREEMENT
(FTA G-31)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(31), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF LAS CRUCES

Recipient ID: 1580

UEI: J3ZLWA2K1X47

DUNS: 077609279

Award Information

Federal Award Identification Number: NM-2024-041-00

Award Name: City of Las Cruces Roadrunner Transit FY24 5339 Miscellaneous Support Equipment

Award Start Date: 9/11/2024

Original Award End Date: 12/31/2025

Current Award End Date: 12/31/2025

Agenda Item #7.6.

Award Executive Summary: This grant uses Federal Fiscal Year 2024 formula 5339 funding apportionment to the State of New Mexico for use by small urban transit agencies. The New Mexico Department of Transportation has suballocated \$266,553 of that apportionment to the City of Las Cruces. The City of Las Cruces is applying for 100% of the allocation identified in the NMDOT split letter dated 05/10/2024. Local match will be provided by local City of Las Cruces funds including the General Fund and the Hold Harmless Fund (a fund set aside by the City for some Gross Receipts Tax (GRT) revenue returned by the state to the City).

The City will use this funding for acquiring miscellaneous support equipment for two of its transit facilities.

The Transit Operations and Maintenance Facility, located at 2340 Westgate Ave is currently under construction with anticipated occupancy in December 2024. This grant fund equipment to include furniture such as desks, tables, chairs, shelves, cubicle partitions, and work benches. Additional major equipment will be battery electric forklift to be used at the parts rooms and lubrication room at this facility. The City Transit Section currently does not have a forklift at its existing location as it has been able to borrow one from other City Departments as needed. Also, the new facility will have a loft for storing parts and the forklift will be used to lift parts up to the parts loft. Additional support equipment will be needed in the maintenance area and this grant will fund those items if enough funding remains in the grant.

The second facility is the Mesilla Valley Intermodal Transit Terminal (MVITT) located at 300 W. Lohman in Las Cruces NM. This facility serves as the City's central transfer point for its Roadrunner Transit service. The MVITT also provides connections to the South Central Regional Transit District (SCRTD), Ztrans (service from Alamogordo NM), the NMDOT Park and Ride (service to El Paso TX), and Greyhound. This grant will be used to acquire cell phone charging tables and stools in the public waiting room at the MVITT. Currently transit patrons sit on the floor near wall outlets to charge their cellphones. This creates not only a tripping hazard for customers, but it is very uncomfortable for the transit patron. Additionally metal signage around the facility has become faded and stained over the past decade and these signs will be replaced, including signage identifying the bus bays. Additional outdoor furniture and equipment such as replacement trash cans will also be acquired.

All of the equipment acquired will be purchased from third parties and follow federal procurement rules. The City's Transit Department will be responsible for acquiring this equipment and the subsequent care and upkeep. Furnishings and equipment are expected to have a minimum useful life of 10 years.

The City will need to order the furnishing this summer because the building will be ready for occupancy in December 2024. For this reason, the City is requesting pre-award authority for some on the procurements that will be applied to this grant.

The suballocation letter from NMDOT is attached to this grant.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is suballocated these apportioned funds and can apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$333,192.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$266,553.00

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Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$66,639.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$266,553.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$66,639.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5339 – Buses and Bus Facilities Formula	5339-1	20526	\$266,553
Local			\$66,639
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$333,192

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 9/11/2024
DOL Certification Date: 9/11/2024

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Gail Lyssy
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION

Agenda Item #7.6.

Contact Info: gail.lyssy@dot.gov
Award Date: 9/11/2024

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Michael Bartholomew
City Transit Director
CITY OF LAS CRUCES
9/23/2024



Notice to Proceed

October 1, 2024

Mr. Andrew Wray
Mesilla Valley Metropolitan Planning Organization
PO Box 20000
Las Cruces, NM 88004
Via Email: awray@las-cruces.org

RE: Notice to Proceed (NTP) for Mesilla Valley Metropolitan Planning Organization Mesilla Valley MPO UPWP

Dear Mr. Wray:

This letter authorizes the City of Las Cruces to seek reimbursement from the New Mexico Department of Transportation (NMDOT) for the Mesilla Valley MPO UPWP of the Mesilla Valley Metropolitan Planning Organization (MVMPO). The total authorized amount for FEDERAL FISCAL YEAR 2025 is shown below.

Contract/Cooperative Agreement No	D19358
Project/Control No	P125040
Vendor No	54342

NTP Amount TOTAL	\$ 447,137.00
Metropolitan Planning (PL) Federal Amount	\$ 373,843.57
Local Match Amount	\$ 63,707.43
Complete Streets Set-aside Federal Amount	\$ 9,586.00

This NTP is effective October 1, 2024 and terminates on September 30, 2026. If you have any questions, please contact Valerie Sherman, NMDOT Government to Government Liaison, at 505-670-8259 or valerie.sherman@dot.nm.gov.

Sincerely,

DocuSigned by:



Jessica Griffin, Director
NMDOT Planning Division

Attachment: Federal Award Identification Information

Michelle Lujan Grisham
Governor

Ricky Serna
Cabinet Secretary

Commissioners

Vacant
Commissioner
District 1

Gary Tonjes
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

Agenda Item #7.6.

Cc Via Email: Shannon Glendenning, NMDOT Programs Unit Supervisor
Alison Gillette, NMDOT Gov't to Gov't Supervisor
Mary Smith, NMDOT Accountant Auditor Supervisor
Valerie Sherman, NMDOT Gov't to Gov't Liaison
Vanessa Sanchez, NMDOT Contracts Sections Staff Manager
Dominic Loya, MVMPO Transportation Planner

Agenda Item #7.6.

Attachment

Federal Award Identification Information (2 CFR § 200.331)

(i) Sub-recipient name (which must match the name associated with its unique entity identifier)	City of Las Cruces
(ii) Sub-recipient's unique entity identifier (UEI)	J3ZLWA2K1X47 (Please note this is the City of Las Cruces' UEI, MVMPO's Fiscal Agent)
(iii) Federal Award Identification Number (FAIN)	693JJ22430000Y410NMP125040; 693JJ22430000Y450NMP125040
(iv) Federal Award Date of award to the recipient by the Federal Agency	9/17/2024
(v) Sub-award Period of Performance Start and End Date	Please see the date range on the Notice to Proceed letter
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the sub-recipient	\$383,429.57.00
(vii) Total Amount of Federal Funds Obligated to the sub-recipient by the pass-through entity including the current obligation	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the sub-recipient by the pass-through entity	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Mesilla Valley Metropolitan Planning Organization Unified Planning Work Program
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	FHWA New Mexico Department of Transportation Valerie Sherman 505-670-8259 valerie.sherman@dot.nm.gov P.O. Box 1149, Santa Fe, NM 87504
(xi) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement	20.205, Highway Planning and Construction
(xii) Identification of whether the award is R&D; and	N/A
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per 200.414 Indirect (F&A) costs).	N/A



U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION
819 TAYLOR STREET, ROOM 14A02
FORT WORTH, TEXAS 76102-9003

FEDERAL HIGHWAY ADMINISTRATION
4001 OFFICE COURT DR. SUITE 801
SANTA FE, NEW MEXICO 87507

September 26, 2024

Refer to: PPM-NM
TRAP 22

Mr. Ricky Serna, Cabinet Secretary
New Mexico Department of Transportation
P. O. Box 1149
Santa Fe, New Mexico 87507

SUBJECT: NMDOT FFY2025 – FFY 2026 Planning Work Program

Dear Mr. Secretary Serna:

The NMDOT FFY 2025-26 Work Program was submitted on August 29, 2024, to both the Federal Highway Administration New Mexico (FHWA-NM) and the Federal Transit Administration (FTA) Region VI for review and approval. Upon FHWA NM Division review, we have concluded that the FFY 2025-2026 Statewide Planning Work Program complies with the transportation planning and programming requirements under U.S.C. 134 and 135, 23 CFR 420, 23 CFR 450, 23 CFR 200, and with associated Federal and State requirements/laws.

This letter serves as the approval for the FFY 2025-2026 Statewide Work Program for the effective period of October 1, 2024, to September 30, 2026. The authorization is subject to the availability of Federal funds. In addition, recipients of Planning Funds need to comply with the suspension and debarment provisions of 49 CFR Part 29 and the lobbying restrictions set forth in 49 CFR Part 20. The FTA Region VI office is completing their review and will be issuing their approval letter in the near future.

Should you have any questions regarding this matter, please feel free to contact Mr. Tony Ogboli at 817-978-0566 or Rodolfo Monge-Oviedo at 505-820-2037.

Sincerely yours,

RODOLFO
MONGE-OVIEDO
Digitally signed by RODOLFO
MONGE-OVIEDO
Date: 2024.09.26 08:57:19
-06'00'

Rodolfo Monge-Oviedo
Deputy Division Administrator
Federal Highway Administration

cc:

Mr. Tony Ogboli, FTA
Ms. Denis Peralta, NMDOT
Ms. Jessica Griffin, NMDOT



25-056

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: November 4, 2024		
Drafter:	Gaby Prats	Department:	Financial Services
Program:	Grants Administration	Line of Business:	Fiscal Management
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$175,000 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To accept the grant award and designate signature authority to the City Manager.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) Parks and Recreation Department operates the Keep Las Cruces Beautiful Program (KLCB). KLCB implements a comprehensive beautification program that includes neighborhood and community cleanups, graffiti removal, and murals.

The City applied for and has been awarded \$175,000 by the New Mexico Department of Transportation (NMDOT) Que Linda Program to augment existing KLCB efforts. The program expansion includes the following:

- Contracting a litter abatement team
- Partnering with the Las Cruces Public School to implement a school-wide clean-up day
- Continuing educational anti-litter campaign presentations
- Updating and revitalizing our Adopt-A-Spot program
- Starting a free weekend event at our collection center, along with weekend tire collection events

There is no match required for this grant.

The acceptance process requires the City to pass a Resolution formally expressing its support for the grant and designating signature authority to the City Manager.

SUPPORT INFORMATION:
[Attachment "A" - City of Las Cruces Award Letter NMDOT Que Linda Program](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:

Agenda Item #8.1.

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☒ Yes

☐ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution to accept the NMDOT grant award.
2. Vote "No"; this will disapprove the Resolution to accept the NMDOT grant and result in a loss of funds.
3. Vote to "Amend"; this will require further direction from staff.
4. Vote to "Table"; this will result in loss of funds needed to complete City projects.

RESOLUTION 25-056

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES (CITY) TO ACCEPT A GRANT AWARD IN THE AMOUNT OF \$175,000 FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT).

The City Council is informed that:

WHEREAS, the City has been offered a grant in the amount of \$175,000 from the New Mexico Department of Transportation (NMDOT) Que Linda Program for the Keep Las Cruces Beautiful (KLCB) Program (Attachment "A") and there are no matching funds required for this grant award; and

WHEREAS, the acceptance process requires the City to pass a Resolution formally expressing its support for the grant and designating signature authority to the City Manager.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the City will accept the grant award from the New Mexico Department of Transportation (NMDOT) Que Linda Program for \$175,000, with no match required.

(II)

THAT the City Manager is hereby authorized to execute all necessary contracts and amendments necessary in the accomplishment of the herein above.

(III)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

Agenda Item #8.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



City of Las Cruces
 Gabriela Prats
 gprats@lascruces.gov
 Sent via e-mail

September 30, 2024

Dear Gabriela Prats:

Congratulations! The New Mexico Department of Transportation (NMDOT) has selected your application to receive funding from an appropriation to NMDOT through the General Appropriation Act of 2024, Chapter 69, 2024, Section 11, under the Que Linda Program (Program) for Fiscal Year 2025. Please know that we were impressed by the quality of your application and the level of commitment your organization has for its community.

City of Las Cruces is awarded a grant of \$175,000 to build a continuous and aggressive litter control program on the roads and highways of New Mexico. With this award, you are required to designate a 1.0 full time equivalent position to design and implement a local beautification program and meet the requirements of the Program, including:

- Participate in at least two technical assistance meetings with the Que Linda Director,
- Complete a local Program plan that encompasses the 11 strategies of the Program,
- Participate in Que Linda cohort meetings and events,
- Host a minimum of 3 events,
- Complete a minimum of 2 contracts, and
- Complete a final report by June 15, 2025.

NMDOT looks forward to working with you on implementing a successful Program. Please review the award totals, sign, and return this form by October 4, 2024, to Amy Whitfield, amy.whitfield@dot.nm.gov.

Critical Next Steps

- Engage Amy Whitfield, Que Linda Director, at (505) 309-1066 or amy.whitfield@dot.nm.gov to begin the Agreement Development Process,
- Have the governing body approve a resolution stating support for the grant, and designating signature authority for the grant, and
- Read and refer to the NMDOT Que Linda Program for processes and requirements.

Michelle Lujan Grisham
 Governor

Ricky Serna
 Cabinet Secretary

Commissioners

Vacant
 Commissioner
 District 1

Gary Tonjes
 Commissioner
 District 2

Hilma E. Chynoweth
 Commissioner, Vice Chairman
 District 3

Walter G. Adams
 Commissioner, Chairman
 District 4

Thomas C. Taylor
 Commissioner
 District 5

Charles Lundstrom
 Commissioner, Secretary
 District 6

Award Acceptance

I, Ikani Taumoepeau, accept the award, as detailed above on behalf of City of Las Cruces, and agree to the award terms and NMDOT Que Linda Program processes and requirements.

Print Name

Signature

Date

Sincerely,

Amy Whitfield
Cc: Ikani Taumoepeau



25-057

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: November 4, 2024		
Drafter:	Virginia Barela	Department:	Financial Services
Program:	Procure-to-Pay	Line of Business:	Purchasing
Title:	A RESOLUTION AMENDING CONTRACT 20-21-054 AXON LAS CRUCES POLICE DEPARMENT (LCPD) CAMERAS WITH AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA TO INCREASE THE CONTRACT AMOUNT BY \$446,625.57 FOR BODY CAMERA AND NONLETHAL ELECTRICAL CONDUCTED WEAPONS (TASER) AND DATA STORAGE SERVICES FOR A TOTAL NOT TO EXCEED \$2,324,799.79 PLUS GROSS RECEIPTS TAX.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
Approval of a contract amendment for Axon LCPD cameras.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces Police Department (LCPD) initiated a body worn camera program in 2014, supplying limited officers with body worn cameras. At that time, LCPD deployed one hundred forty body cameras in the field with an additional ten cameras to be utilized as backups. These cameras consisted of an outdated generation of AXON body 2 cameras. In addition to the Axon body cameras and data management and maintenance system used to store video evidence, Axon supplied LCPD with its Taser brand of nonlethal conducted electrical weapons which interconnected with the Axon body worn cameras.

On November 16, 2020, City Council approved Resolution 21-073 authorizing the award of the contract for Axon Body Cameras and Taser 7 systems in an amount not to exceed \$1,814,474.22 plus applicable taxes over a 5-year term, effective November 17, 2020. This contract would assist LCPD in meeting the needs of Senate Bill 8 (which mandates that all New Mexico Law Enforcement activate body cameras during interactions with the public), increase the inventory of body worn cameras and nonlethal electrical weapons, and update all outdated inventory to current versions. On September 20, 2021, City Council approved Resolution 22-036 increasing the original contract by \$63,700 for the addition of redaction software for a contract total of \$1,878,174.22, plus gross receipts tax.

Yearly increases in product costs and licensing fees have resulted in the need to increase the contract total to complete the purchase of new and upgraded body worn cameras and nonlethal electrical equipment. The Purchasing program and the Las Cruces Police Department are requesting approval to amend the contract to increase the amount by \$446,625.57 for a not-to-exceed contract total of \$2,324,799.79, plus gross receipts tax with Axon Enterprises, Inc. of Scottsdale, Arizona in order to finalize the replacement of all existing equipment, purchase of all new equipment to expand the program, and all required software needed for the management of all recorded data. The current contract is valid through November 16, 2025.

SUPPORT INFORMATION:

[Exhibit "A" 20-21-054 Amendment 2](#)

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☐ Yes

☒ No

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will authorize the amendment to increase contract 20-21-054 Axon LCPD Cameras, by \$446,625.57 for a not-to-exceed contract total of \$2,324,799.79, plus gross receipts tax with Axon Enterprises, Inc. of Scottsdale, Arizona.
2. Vote "No"; this will deny the amendment, which could negatively impact continued LCPD operations and effect municipal services.
3. Vote to "Amend"; this could modify the Resolution and advise staff of necessary adjustments as deemed appropriate.
4. Vote to "Table"; this could delay the authorization of the amendment to contract 20-21-054 Axon LCPD Cameras.

REFERENCE INFORMATION:

Resolution 21-073

Resolution 22-036

RESOLUTION 25-057

A RESOLUTION AMENDING CONTRACT 20-21-054 AXON LAS CRUCES POLICE DEPARTMENT (LCPD) CAMERAS WITH AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA TO INCREASE THE CONTRACT AMOUNT BY \$446,625.57 FOR BODY CAMERA AND NONLETHAL ELECTRICAL CONDUCTED WEAPONS (TASER) AND DATA STORAGE SERVICES FOR A TOTAL NOT TO EXCEED \$2,324,799.79 PLUS GROSS RECEIPTS TAX.

The City Council is informed that:

WHEREAS, the City of Las Cruces Police Department (LCPD) initiated a body worn camera program in 2014, supplying limited officers with body worn cameras; and

WHEREAS, Axon supplied LCPD with body worn cameras, interconnected nonlethal electrical weapons, and a data management and maintenance system for video evidence; and

WHEREAS, the City entered into contract 20-21-054 Axon LCPD Cameras for the purchase of replacement and additional equipment, and a data management and maintenance system with Axon in an amount not-to-exceed \$1,814,474.22, plus gross receipts tax; and

WHEREAS, contract 20-21-054 was amended to include redaction software in an amount of \$63,700 for a contract total of \$1,878,174,174.22, plus gross receipts tax; and

WHEREAS, yearly increases in product costs and licensing fees have resulted in the need to increase the contract total to complete the purchase of new and upgraded equipment, and data management software.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the Resolution authorizing the amendment to increase contract 20-21-054 Axon LCPD Cameras, in the amount of \$446,625.57 for a contract total of \$2,324,799.79, plus gross receipts tax with Axon Enterprises, Inc. of Scottsdale, Arizona as shown in Exhibit "A" attached hereto and made part of this resolution is hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CITY OF LAS CRUCES

AMENDMENT NO. 2

RFP # 20-21-054 AXON LCPD CAMERAS

This amendment, made this _____ day of _____, 2024 by and between the CITY OF LAS CRUCES and Axon Enterprises, Inc. of 17800 N. 85th Street, Scottsdale, Arizona 85255.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions of their original contract dated November 17, 2020, the parties hereby agree as set forth below:

The following provisions are added:

1. Section 4. COMPENSATION is amended to increase the total amount the CITY shall compensate CONTRACTOR for the performance of SERVICES under this Agreement to an amount not to exceed \$2,324,799.79, plus applicable taxed.

Subject to the modifications set forth in this amendment, the above referenced original agreement dated November 17, 2020 between the parties is hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have affixed the signatures below.

AXON ENTERPRISES, INC

CITY OF LAS CRUCES

BY: _____
Name:
Title:

BY: _____
Alicia Hernandez
Purchasing Manager

Date

Date

APPROVED AS TO FORM

 for BD 10/8/24

City Attorney



25-058

City Council Action and Executive Summary

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: November 4, 2024		
Drafter:	Leeann DeMouche	Department:	Financial Services
Program:	Administration	Line of Business:	Director
Title:	A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A BUDGET ADJUSTMENT ALLOCATING FUNDS IN THE AMERICAN RESCUE PLAN ACT (ARPA) AND AMEND THE CITY'S ADOPTED FISCAL YEAR 2025 BUDGET.		

TYPE OF ACTION: ☒ Administrative ☐ Legislative ☐ Quasi-Judicial

PURPOSE(S) OF ACTION:
To request a budget adjustment for the American Rescue Plan Act (ARPA) funds.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) received a direct allocation from the U.S. Treasury under the American Rescue Plan Act (ARPA) for the Coronavirus State and Local Recovery Funds. The funding is intended to be used to support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control, replace lost public sector revenue to strengthen support for vital public services and help retain jobs; support immediate economic stabilization for households and businesses; and address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic.

In the June 14, 2021, Work Session discussion, City management recommended a distribution of the ARPA funding. One of the recommendations was to make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure. A request was made by Las Cruces Utilities for \$1.3 million for the sewer connection incentive program.

As presented at the August 2024 ARPA work session update, the sewer connection incentive program has made a tremendous contribution to the community affected by the pandemic. This project is nearing the end of its funding and needs an additional \$6,441 to cover all invoices required to complete the project.

Additionally, the U.S. Treasury allows part of the ARPA funds to be used for administrative purposes. The Financial Services (Finance) Department has utilized some of the administrative support to hire a firm to assist with reporting, pay for single-audit expenses, and some personnel. The firm hired by Finance oversees the \$10 million non-profit funding. Finance is requesting that \$6,441 of the administrative funds be reallocated to Las Cruces Utilities to assist with the sewer connection incentive program.

SUPPORT INFORMATION:
[Exhibit "A" Fund Summary](#)

Agenda Item #8.3.

PLAN(S):

None

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

☒ Yes

☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:

AVAILABLE AMOUNT:

EXPENDITURE AMOUNT:

\$6,441

Funding Source(s):

From 2100-20562002-721080-ARPAM to 2100-20434001-721080-ARPAM

Overall Budget Impact:

This budget adjustment does not necessarily amend the budget available balance for ARPA. However, the Charter states that any funds moved between departments needs to be approved by Council. This amendment is also reallocating approved Council funding and needs Council support and approval.

Does this action amend the Capital Improvement Plan (CIP)?

☐ Yes

☒ No

Does this action align with Elevate Las Cruces?

☐ Yes

☒ No

OPTIONS / ALTERNATIVES:

1. Vote "Yes"; this will approve the Resolution and accept the budget adjustment as presented.
2. Vote "No"; this will not approve the Resolution nor accept the budget adjustment as presented.
3. Vote to "Amend"; this will delay the process of spending the funds within ARPA funding schedule and require direction to staff.
4. Vote to "Table"; this will impact the City's ability to utilize ARPA funds and may impact the ARPA program.

REFERENCE INFORMATION:

Resolution 22-029

Resolution 23-032

RESOLUTION 25-058

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A BUDGET ADJUSTMENT ALLOCATING FUNDS IN THE AMERICAN RESCUE PLAN ACT (ARPA) AND AMEND THE CITY'S ADOPTED FISCAL YEAR 2025 BUDGET.

The City Council is informed that:

WHEREAS, the City of Las Cruces received a direct allocation from the U.S. Treasury under the American Rescue Plan Act (ARPA) for the Coronavirus State and Local Recovery Funds; and

WHEREAS, on June 14, 2021, Work Session discussion, City management recommended a distribution of the ARPA funding to Las Cruces Utilities for the sewer connection incentive program; and

WHEREAS, the Financial Services Department is requesting that the administrative funds from ARPA be reallocated to the sewer connection incentive program.

NOW, THEREFORE, Be it Resolved by the Governing Body of the City of Las Cruces:

(I)

THAT the FY2025 budget adjustment as indicated in Exhibit "A", attached hereto and made part of this Resolution, is hereby approved.

(II)

THAT City staff is hereby authorized to do all deeds as necessary in the accomplishment of the herein above.

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2024-25

Exhibit "A"

	2100 SPECIAL REVENUE REIMB GRANTS 2024-25			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 270,735	0	0	270,735
Revenues				
Municipal Gross Receipts Tax	0	0	0	0
Public Safety Gross Receipts Tax	0	0	0	0
Hold Harmless Replacement GRT	0	0	0	0
State-Shared Gross Receipts Tax	0	0	0	0
Environmental Gross Receipts Tax	0	0	0	0
County Environmental Gross Receipts Tax	0	0	0	0
Internet Sales Gross Receipts Tax	0	0	0	0
Gasoline Tax	0	0	0	0
Cannabis Excise Tax	0	0	0	0
Lodgers Tax	0	0	0	0
Property Taxes	0	0	0	0
Payment In Lieu of Property Tax	0	0	0	0
Franchise Fees	0	0	0	0
Payment In Lieu of Franchise Fees	0	0	0	0
Licenses, Fees & Permits	0	0	0	0
Convention Center Fee	0	0	0	0
Auto License - State Shared	0	0	0	0
Fines & Forfeitures	0	0	0	0
Charges For Services	0	0	0	0
Natural Gas Sales - Commodity	0	0	0	0
Motor Pool Maintenances Charges	0	0	0	0
Fuel Charges	0	0	0	0
Intergovernmental	0	0	0	0
Investment Income	0	0	0	0
Miscellaneous Revenues	185,500	185,500	0	185,500
Federal Grants	15,245,266	16,996,967	0	16,996,967
State Grants	7,421,065	7,614,132	0	7,614,132
Local Grants	0	3,856	0	3,856
Debt Service	0	0	0	0
Total Revenues	22,851,831	24,800,455	0	24,800,455
TOTAL RESOURCES	\$ 23,122,566	24,800,455	0	25,071,190
Expenditures				
General Government	0	0	0	0
Legislative	0	0	0	0
Municipal Court	0	0	0	0
Chief Administrative Officer	0	0	0	0
City Manager	9,300,103	11,160,103	0	11,160,103
Legal	0	0	0	0
Las Cruces Police Department	4,248,063	4,326,220	0	4,326,220
Las Cruces Fire Department	1,415,683	1,101,217	0	1,101,217
Utilities	378,926	378,926	6,441	385,367
Economic Development	4,860,889	4,309,028	0	4,309,028
Internal Audit	0	0	0	0
Assistant City Manager-400	148,183	233,737	0	233,737
Human Resources	0	0	0	0
Financial Services	366,296	366,296	(6,441)	359,855
Information Technology	0	0	0	0
Fleet	0	0	0	0
Assistant City Manger-500	150,000	150,000	0	150,000
Parks & Recreation	0	45,006	0	45,006
Community Development	277,223	277,223	0	277,223
Quality of Life	1,479,056	2,426,441	0	2,426,441
Public Works	230,196	51,638	0	51,638
Legislative Reserve	0	0	0	0
Total Expenditures	\$ 22,854,616	24,825,835	0	24,825,835
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	0	0	0	0
Total Other Resources	\$ 0	0	0	0
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 267,950	(25,380)	0	245,355