

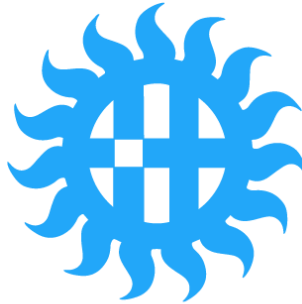
CITY COUNCIL AGENDA

Mayor
Ken Miyagishima

Monday, September 18, 2023 at 1:00 PM
Council Chambers

Mayor Pro Tem
Kasandra Gandara

Councilors
Tessa Abeyta
Becki Graham
Johana Bencomo
Becky Corran
Yvonne Flores



CITY OF LAS CRUCES

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

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

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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 Gandara.
- 1.2. Pets of the Week.
- 1.3. Jobs of the Week.
- 1.4. Presentation of Certificates of Appreciation/Proclamations - Councilor Gandara.

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 September 11, 2023 Closed Meeting Statement into the record.

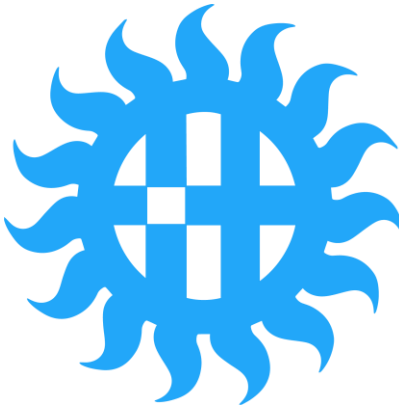
5. ACCEPTANCE OF AGENDA

6. CITY COUNCIL MINUTES

- 6.1. Work Session of August 14, 2023.
[Work Session - Aug 14 2023 - Minutes - Pdf](#)

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6.2.	Regular City Council Meeting of August 21, 2023. City Council - Aug 21 2023 - Minutes - Pdf	9 - 24
7.	<u>RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA</u>	
7.1.	<u>RESOLUTION NO. 24-029:</u> A RESOLUTION TO APPROVE THE SUBMISSION OF A GRANT APPLICATION TO THE NEW MEXICO FINANCE AUTHORITY (NMFA), WATER TRUST BOARD (WTB), FOR THE FISCAL YEAR 2024, FOR THE DESIGN AND REHABILITATION OF THE TELSHOR WATER STORAGE TANK IN THE AMOUNT OF \$3,000,000, REQUIRING A CITY MATCH RANGE BETWEEN 10% - 40% (MIN \$300,000 - MAX \$1,200,000). Resolution No. 24-029 - Pdf	25 - 33
8.	<u>RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION</u>	
8.1.	<u>RESOLUTION NO. 24-030:</u> A RESOLUTION APPROVING THE ANNUAL RENEWAL OF THE MICROSOFT ENTERPRISE AGREEMENT FROM CDW-G OF CHICAGO, ILLINOIS, VIA COOPERATIVE EDUCATIONAL SERVICES (CES) CONTRACT NO. 2022-01-AG01-ALL, FOR AN INDEFINITE COST, INDEFINITE QUANTITY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-034). Resolution No. 24-030 - Pdf	34 - 47
8.2.	<u>RESOLUTION NO. 24-031:</u> A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND STONE MASTERS, LLC AND APM, LLC FOR PURCHASE OF TWO PARCELS OF LAND TOTALING ONE (1) ACRE LOCATED AT 915 W AMADOR AND 921 W. AMADOR FOR THE PURCHASE PRICE OF FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$435,000) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312 AND AMEND THE CITY'S ADOPTED FY2024 BUDGET. Resolution No. 24-031 - Pdf	48 - 68
8.3.	<u>RESOLUTION NO. 24-032:</u> A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND CASA DE PEREGRINOS (CDP) FOR THE MESILLA VALLEY COMMUNITY OF HOPE (MVCH) CAMPUS SOLAR POWER PROJECT. Resolution No. 24-032 - Pdf	69 - 119
9.	<u>BOARD APPOINTMENTS</u>	
10.	<u>NOTICE OF PROPOSED ORDINANCE(S)</u> 1) There will be no public discussion. 2) A Councilor may ask staff for clarification on the proposed ordinance(s).	
11.	<u>CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT</u>	
12.	<u>CITY MANAGER REPORT</u>	
13.	<u>ADJOURNMENT</u>	



MINUTES

Work Session

Monday, August 14, 2023 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, and Councilor Becky Corran

ABSENT:

1. PETS OF THE WEEK

1.1

Amy Defelix, ASCMV introduced the Pets of the Week.

2. JOBS OF THE WEEK

2.1

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

3. AGENDA ITEM

3.1 FY23 ANNUAL INTERNAL AUDIT REPORT.

Viola Perea, City Auditor gave an overhead presentation.

Councilor Abeyta said the increase of complaints are always a note to me that a system is working. That people are calling in, even if it is for things that don't necessarily belong there, but it means they know that the number is out there and they're using it. Then we can field things appropriately and I know that takes a lot of coordination of everything. I do see increases as a sign that it's out there and that is what we want those systems for.

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Councilor Bencomo said I actually was going to ask you two questions; one is related to the increase the 5-10 percent if you thought that was the case? That was a great explanation Councilor Abeyta, and I was wondering even if it's just familiarity the advertisement if you will with the number, I am curious of your analysis on that?

Viola Perea said I think part of that is contributed to as you say advertising. What we have done in the past is make sure our hotline is posted in as many locations as it can possibly be. If you go on to the City's website, you're going to find it at the footer of nearly every City Department page, it will have both our employee and the public's link there. We have telephone numbers as well as the weblink on there that people can access through the footers. If you go to the Internal Audit Page, it's going to be posted there as well. If you go to the top at the very beginning where it asks, "How do I" there is "How do I report a complaint". We have the hotlines posted I think in over 30 locations on the City's website. I do believe that is one of the factors that has contributed to the increase in numbers that we've seen come in. Secondly, I would hope people are feeling more comfortable that we are resolving issues that are called into the hotline. We do have a process where depending on the complaint it is going to get disseminated appropriately. We have that information rolling back over into the City Manager's Office, then we update those systems as those cases are completed. I do think it is a combination of the two, it's the awareness number one but I think people are feeling more confident that we're resolving some of the issues they're reporting.

Councilor Bencomo asked when you said there are some complaints that come in that maybe belong with PD. Like the 911 system, are people calling the hotline instead of the 911?

Viola Perea said yes that is correct we just received one today. I'm thinking that it's possible when an individual reaches out to find the proper location on where to report, we do have various options. We have 911, the PD has their own link, we have the 311 system and our system. My best guess is people are finding the first link that they see and maybe they're using that? Last week we had a Utilities related issue and they even apologized for using the hotline system because they weren't quite sure where to go. We do see things that relate to the City but not necessarily fraud, waste, or abuse. We see things that relate to the City of Las Cruces in general the community not just the organization. Through the hotline system the vast majority of them are anonymous the only way to communicate is through the system we are able to email back and forth. I will provide information and resources.

Councilor Bencomo said this could be a cool campaign for PIO, to really put out there, here is all these numbers, here is what you should call for what. People are just more aware about the transparency that we are committed to. That there is always a number to call for any particular thing.

3.2 FY23 OVERSIGHT COMMITTEE PRESENTATION.

Jack Eakman, Chairman of Oversight Committee introduced topic.

Kieran Ryan, Oversight Committee Member gave an oral presentation.

Charles Tucker, Oversight Committee Member gave an overhead presentation.

Councilor Corran said first I am wondering if you can talk a little bit about identifying patterns, finding ways to intervene in situations where there's systemic issues. I am curious what kinds of data would you use and if you could speculate on what kind of data might come from the City's space and to be used for that kind of process.

Charles Tucker said there are two different types of IG's right now even the military IG's are all just a little bit different. I think what has to happen here at the City is we have to figure out what kind of IG we want. Do you want somebody that has criminal investigation authority that can go out and do all of this or do you want somebody that is here more like a military IG that works with a Commander and under the Commander's authority that extends the eyes and ears. I don't know. I just know that we need too as an Oversight Committee we need to know what kind of IG we are dealing with so we can provide proper oversight for that. Right now, I think that's a big question. When we go out and I extrapolate information, I will do an inspection. Commander says I want my supply system inspected this year. I want to look at hand receipt holders and accountability of equipment in my unit. How are we doing on that. What I have to do, I have to use my experience, which I have had hand receipts before. But I have to learn how the system works. My job is to go and reach out to SME's, bring them in and ask them, one to make me smarter or two supplement me on my inspection, go with me. Because I may not be able to go look at a system, have access to the system or know how to manipulate a system like somebody who does it every single day, so I bring them with me. I have those resources I can reach out and grab. I am smart enough to know that if I talk to somebody that does this every single day and inspect them, they are going to buffalo me. I will never know what happened and not know anything I looked at. I bring people that are smart with me and then we start looking from one unit to another unit to another and we start saying commonalities, are there issues with parts coming in or going out. Doing turn ins, do we have too much equipment and we're not turning it in because the process is too slow. Are we wasting money on buying equipment that these people at another installation have and aren't using that, we can have sent to us, so we look for those kind of things. You write down those notes and you start comparing notes with other inspectors you start seeing patterns and that where we find the systemic issues. We have to dig a little deeper later to find out why we have those problems. That is something we need to address to our Commander.

Councilor Corran said that was super helpful and it's also helpful for you to orient us towards that question on how we want this to happen. I am going to give an example this is me thinking how different data points might be there. We got the ethics survey from our auditors. It was super interesting, fewer people filled it in. It seems like one of the places is sort of fear of retaliation. That is something that is alluded to, so something like that what would an Inspector General identify that and addressing that or thinking about that from a sort of institutional perspective?

Charles Tucker said luckily for us, and it doesn't always work. We do have the Whistleblower Protection Act. If somebody goes to their chain of command, they

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make a complaint to their Commander, IG or to a member of Congress that is considered a protected communication. Later on, they come back and say I just got retaliated against. I missed a promotion; I got a middle of the road annual appraisal and I think it is because I came and talked to you. Now I have to go back and look at when the protected communication was made, when did they come and see me. When did their supervisor do his/her action. Can I prove there is knowledge of the protected communication by that supervisor. Now this all falls on me now. For Whistleblower retaliation to be a thing you have to prove the protected communication, the timeline of when it happened, was there knowledge of the protected communication and can we say for sure that the action happened solely because they came to the IG. This person came to IG then all of a sudden they don't want to come to work that's why you got a middle of the road rating. If they did nothing other than that then we can come back and say yeah now that's a problem. Now we can substantiate a Whistleblower retaliation against this person, and they can actually lose their job doing that. That is what keeps them protected and plus again with the confidentiality. We always deem to protect confidentiality. If you come and see me and want to remain anonymous that's fine. I know who you are, and I don't have to give up your name. There are things you can't remain anonymous. I will only use your name to correct the issue you bring to me. I won't use it for anything else.

Councilor Gandara said it would be helpful if Oversight would have the conversation about what would fit best for us and make a recommendation. I know that we as a council member who experienced the issues that we had years ago with the McHard Report it was a recommendation that we hire an IG and do all the things that we've done thus far with the Oversight Committee, having the accountability policies and such enhanced and strengthened. We would have some updates and a lot of the investigating capturing of information and putting everything together was done internally. There was a point in time that the discussion was had about hiring a forensic accountant and maybe that might still happen. I would think that the IG would have the criminal investigative sort of expertise then he would be able to do that in concert with the accountant or is that sort of separate. I'm trying to understand how would we insert the IG at this point. There were some concerns of some criminal behavior.

Charles Tucker said we were all part of the initial committee, so we have been here since the beginning. I think what has to happen is there has to be some kind of conversation to figure out what do you want? If you are going to use an IG for criminal investigations, you have a police department that does its own internal audits or investigations. I don't know if you need a criminal investigator when you're doing that kind of stuff as long as the IG is working close with the audit you should be able to track money. IG's don't get into the weeds like auditors do unless you want to hire an audit guy to be an IG. Try to figure what is the goal you want. Do you want somebody like what I do for my Commander? My Commander gives me his authority and I do those 4 functions. I provide assistance. I do non-criminal investigations. I do inspections of issues and systems he wants me to look at. People would call in or come see me tell me there is a problem in the City with misusing government vehicles. I would go out and find it. Then I would refer it to whoever can fix that problem.

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Councilor Gandara said if we could have the IG come in and do a presentation. This is the first time having seen him. What his recommendation is as he has the expertise.

Ifo Pili, City Manager said first of all actually I really appreciate Mr. Tucker. He and I have met several times and he's given me guidance coming to the City. This position was already approved, this ordinance was approved. Personally, I have never had an IG in an organization so this is all new to me. I had some questions about how we were going to do this, so we delayed a little bit. Now I have gotten push back for that. We move forward with it, fortunately we have Jim who is experienced. He has years and years of inspector experience. He comes with a large resume. The army IG model seems to fit the best for our organization. For one according to our Charter you have some limitations in having an organization that has their own employee and in addition to your only employee which is me. It just naturally fits that way. I think there is parts of our ordinance that doesn't reflect that. One, the ordinance doesn't have the IG reporting to the City Manager. It has the IG reporting to the City Attorney. There are some inherent issues with that when it comes to our Charter, the further removed this position is away from the Council let me put it this way, is not a good one. That there are other things in the ordinance we are prepared to bring back sometime soon. We have been given feedback from the Oversight, Mr. Reed's, our City Auditor, and Interim City Attorney. I think we have a pretty good concept of what we want to propose and the way we want to go. There are changes in the ordinance as far as reporting in our ordinance the IG is required to give an annual report that is stated at 60 days after the fiscal year. Mr. Reeds position has been in the forming stage and giving him some time to get more direction before he gets to that report. We need to get that formalized and bring forward to the Council.

Jack Eakman read a letter.

Councilor Abeyta said thank you for everyone serving on the Oversight Committee. I have to say that the expertise that has been brought on by these members has been very insightful and helpful. Some of the ways I think it has been most impactful is when there's been suggestions to look at root cause issues and make those types of recommendations. So, thank you very much for your service.

4. ADJOURNMENT

4.1

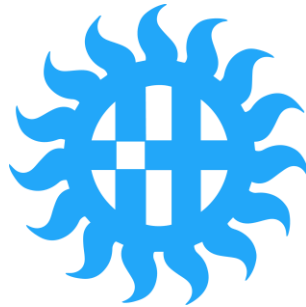
Councilor Tessa Abeyta moved, seconded by Councilor Johana Bencomo, to Adjourn at 2:24 p.m.

RESULT:	Carried
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Johana Bencomo, Councilor Yvonne Flores, Councilor Becki Graham, and Councilor Becky Corran

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Mayor

City Clerk



MINUTES

City Council

Monday, August 21, 2023 @ 1:00 PM

City Council Chambers, City Hall

PRESENT: Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

ABSENT:

1. OPENING CEREMONIES

1.1 PLEDGE OF ALLEGIANCE - COUNCILOR CORRAN.

1.2 PETS OF THE WEEK.

Amy Defelix, Animal Services Center of the Mesilla Valley presented Pets of the Week.

1.3 JOBS OF THE WEEK.

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

1.4 PRESENTATION OF CERTIFICATES OF APPRECIATION/PROCLAMATIONS - COUNCILOR CORRAN.

Mayor Pro Tem Gandara presented Natalia Acosta-Briones with the Mayor's Certificate of Achievement.

Mayor Pro Tem Gandara presented Las Cruces Utilities Solid Waste Employees with the Mayor's Certificate of Achievement.

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

2.1

None.

3. PUBLIC PARTICIPATION

3.1

Kathe Stark, Member of the Public said I am with Animal Advocates for Change. The city continues to disappoint on the issues of animal care and control. Most recently on July 27th a letter was signed by the City's Animal Control supervisor and the County Animal Control Manager on City letterhead, and it was sent to the local veterinarians proposing four questions about spay and neuter services. The letter was also sent to SNAP. The letter was deeply concerning, and we are aware that a response and responses were sent expressing concerns by our veterinarians. The letter requests information about the ability of our veterinarians to offer low cost spay and neuter but it never defines what is low cost? So, there is no way for them to answer that, but even more concerning is that the second question and that question is that of would you be willing to assist with free spay and neuter clinics via the Dona Ana County Mobile Clinic? Are we really asking these professionals to perform their work for free? They are already overwhelmed. They regularly provide services for free or at discounted rates, but their cost are not discounted or free to them. What other profession would we be asking whether they would perform their services for free? We have veterinarians that are willing to help with spay and neuter. We have veterinarians that are willing to devote full days to this effort but they should never be asked to do this for free or at a cost that doesn't recognize that they too have costs. We have a Work Session planned for October 10th I believe it is and typically the purpose of a Work Session is to bring forward a document prior to coming before the council but a document on which consensus has been reached. Over the past year we have reached consensus with local rescues, with the ASCMV but our efforts to meet with City Animal Control have either gone unanswered or have been politely declined. This is very concerning since the intent of a Work Session would be to brief you on what is being proposed in the new ordinance. It is very disappointing members of the community and members of the AAFC regularly ask me why is the city not engaging? Why are they not at the table and I don't have an answer for them except, people will never fail to disappointment.

Stan Engle, Member of the Public said I am here to thank the city for their work on South Melendres Street installing the traffic calming. It has been a few months and I apologize for not showing up earlier and entering my comments on the record, but I am very appreciative of it. I still believe that the city can do more though not just in my neighborhood. For example, adding a stop sign on Brown and Melendres but also in other neighborhoods to slow traffic, calm traffic so that our neighbors, our kids can actually enjoy their neighborhoods once again without the threat of multi thousand-pound vehicles bearing down on them constantly. I encourage this body to continue to find ways to help encourage our community members and our kids to be able to be outside in their own neighborhoods and be able to safely get to school or get to our local businesses.

Lori English, Member of the Public said on June 7th, 2023, an item was on the agenda regarding a monument to be erected in Veteran's Park. Prior to hearing public comment, you people and it is kind of ironic that the Mayor is not here because he is not included in my complaint, you ladies heard, came out, spoke on the issue about the monument pretty much told us what you thinking even before it even came up for public comment. Decisions were made off the podium so to speak. The names on the

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walls in Veteran's Park are honorable names of Veterans that enlisted in the state of New Mexico, not just Veterans in general. Just because the father is in the military does not qualify him to have a space or a private monument for his child in Veteran's Park. The city council went against established rules and disregarded the board charged with making these decisions and all the Veterans that spoke on that day against this monument. You stated before the public comment that events weren't even allowed, that you had made up your minds. You ignored everybody that had input. In fact, you actually put down some of the Veterans that spoke and insulted them. You never gave the parents any insults. Basically, transparency does not apply to the city council who by the way you are elected by the people of city of Las Cruces. In essence you decided before the council was called to order, I strongly request that the videos pre-public comment be reviewed. Many Veterans feel as I do that this was wrong. You women just don't get it. You are not Veterans. You don't understand honor. But what you people did on June 7th was wrong and I am asking to have it reviewed and to have it be readdressed in the form of an agenda item on the city council when cooler heads can prevail, and emotions and sympathy don't come into play.

Tim Baker, Member of the Public said I am with Chelsea Investment Corporation and my colleague Amy Bennett is also with me and she is a long-time resident of Las Cruces. I am speaking regarding our upcoming Three Sisters Family Development, and I want to compliment the entire city staff, City Manager your team, the Development Department, Natalie, and Jan specifically for the efforts on this project. The city has committed \$2.4 million to this development, and we are looking forward to breaking ground, closing on the funding in September and breaking ground in October. We are so excited and honored to be in the city of Las Cruces and to be good stewards of the community's funds and to be future good stewards of this development.

Juan Garcia, Member of the Public said this morning I received various irate comments on the deplorable conditions of the US flag in front of the City Hall. It is split in half and in shreds. I can't believe we have thousands of dollars to spend on renaming Squaw Valley, but we can't replace the US flag for \$30 maybe less in a timely manner. There is no excuse for this lapse. I have been listening to and working with Yoli Diaz for the last couple of months on a call for action and a responsibility for health care access to improve to improve health outcomes and reduce suffering in Dona Ana County for taxpaying residents that have been denied and delayed catastrophic health care to include residents who are indigent and uninsured. As you know Dona Ana is an extreme disadvantage region in the state of New Mexico with the social determination of health like cancer, mortality rates, its large Hispanic population, lower income levels but you know all this. As a community we need immediate action and long-term solutions to be considered and implemented. We have a governor who is planning to spend \$10 million in another abortion clinic in the community. I don't think we need three so why not a catastrophic care center or a mental health or drug rehabilitation center that could help in resolving crime. You will say these are different funds so why not lobby to our senators and representatives to convince the Governor of the importance of a catastrophic care for some illnesses and in my opinion instead of another abortion clinic that is only needed to support the

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growing abortion industry in New Mexico. Catastrophic health care saves lives, abortion clinics take lives.

Beverly Drum, Member of the Public said I am the Senior Vice Commander of the DAV Chapter 10 Mesilla Valley. The Veterans within a 25-mile radius received a post card recently from Albuquerque regarding our VA Claims and Benefits Workshop that we are having Tuesday August 29th. The time on that postcard is incorrect. The time on the flyer is correct. It is 9 in the morning until 1 in the afternoon. It is at Mesilla Community Center. I have flyers on the back table and flyers in the lobby as well.

Councilor Yvonne Flores moved, seconded by Councilor Johana Bencomo, To allow the Mayor Miyagishima to participate telephonically.

RESULT:	Carried
MOVER:	Councilor Yvonne Flores
SECONDER:	Councilor Johana Bencomo
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

4. READ CLOSED MEETING STATEMENT

4.1 READ AUGUST 14, 2023 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 Eliazar Nunez v. City of Las Cruces, Edgar Abundis, in his individual and official capacity, and Gilbert Sanchez, in his individual and official capacity, Case No. 2:23-CV-320 JHR/KRS, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).
- 2. To discuss threatened litigation regarding Jovan Jones, which is closed pursuant to NMSA 1978, Section 10-15-1H(7).

5. ACCEPTANCE OF AGENDA

Councilor Becky Corran moved, seconded by Councilor Tessa Abeyta, to accept the agenda as presented with item 8.3 moved to the top of discussion.

RESULT:	Carried
MOVER:	Councilor Becky Corran
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

6. CITY COUNCIL MINUTES

6.1 REGULAR CITY COUNCIL MEETING OF JULY 17, 2023.

- 7. **RESOLUTION(S) AND/OR ORDINANCE(S) FOR CONSENT AGENDA**
 - 7.1 **RESOLUTION NO. 24-019: A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT FOR IFO PILI AS CITY MANAGER.**
 - 7.2 **RESOLUTION NO. 24-020: A RESOLUTION AUTHORIZING AND APPROVING THE SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.**
 - 7.3 **COUNCIL BILL NO. 24-004; ORDINANCE NO. 3046: AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF A CITY-OWNED VACANT PARCEL KNOWN AS LOT NUMBER 1B HOPE SUMMARY SUBDIVISION (AKA 2245 E. GRIGGS AVENUE) TO CATHOLIC CHARITIES HOUSING INC.,/ CHELSEA INVESTMENT CORPORATION FOR THE DEVELOPMENT OF THE THREE SISTERS AFFORDABLE HOUSING COMPLEX AS AUTHORIZED UNDER THE STATE OF NEW MEXICO'S AFFORDABLE HOUSING ACT (THE ACT) NMSA 1978 CHAPTER 104, IN CONJUNCTION WITH THE CITY OF LAS CRUCES' AFFORDABLE HOUSING GENERAL OVERSIGHT ORDINANCE.**

- 8. **RESOLUTION(S) AND/OR ORDINANCE(S) FOR DISCUSSION**
 - 8.1 **RESOLUTION NO. 24-021:A RESOLUTION AUTHORIZING AN AMENDMENT TO THE FY 2024 BUDGET AND CAPITAL IMPROVEMENT PLAN (CIP) FOR THE NEW MEXICO FINANCE AUTHORITY (NMFA) FLOOD CONTROL INFRASTRUCTURE (\$3,070,000) AND STREET IMPROVEMENT PROJECTS (\$5,080,000).**

Charlie Fierro, Budget Analyst gave the overhead presentation.

Councilor Tessa Abeyta moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 24-021.

RESULT:	Carried
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Johana Bencomo
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

- 8.2 **RESOLUTION NO. 24-022: A RESOLUTION TO APPROVE VARIOUS BUDGET ADJUSTMENTS, AMEND THE ALL-FUNDS SUMMARY, AND AMEND THE FOURTH QUARTER FINANCIAL REPORT IN COMPLIANCE WITH NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION (DFA) REQUIREMENTS FOR FISCAL YEAR 2023 AND 2024.**

Leeann Demouche, Finance Director gave the overhead presentation.

Councilor Flores asked it doesn't change the way we have been doing our finances?

Leeann Demouche said no.

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Councilor Flores asked is it just a change in how it needs to get reported to DFA?

Leeann Demouche said you are absolutely correct.

Councilor Tessa Abeyta moved, seconded by Councilor Johana Bencomo, to Approve Resolution No. 24-022.

RESULT:	Carried
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Johana Bencomo
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima

8.3 RESOLUTION NO. 24-023: A RESOLUTION APPROVING A NUISANCE, SUBSTANDARD STRUCTURE IN NEED OF ABATEMENT AT 430 SOUTH MAIN STREET WITHIN THE CITY LIMITS OF LAS CRUCES, NEW MEXICO, SO RUINED, DAMAGED, DILAPIDATED, AND UNFINISHED AS TO BE A MENACE TO THE PUBLIC COMFORT, HEALTH, PEACE, OR SAFETY AND THAT IS REQUIRED TO BE REMOVED.

Larry Nichols, Director Community Development gave the overhead presentation.

Councilor Bencomo said I just want to thank you and City Manager Ifo Pili and staff for what I believe has been very good faith conversations with the owner and everyone involved in the last year but also in the last decade but especially in the last year so I just really wanted to thank you Larry for doing all the work as well you, City Manager Pili for taking our direction on this and really allowing staff to do what they needed to do. Larry how long for the demolition permit that was issued on the 10th I believe you said, how long do they have to complete the demolition project?

Larry Nichols said the permit is issued for 180 days. The anticipation from the licensed contractor that took the permit believes that the demolition will be completed much before that period of time.

Councilor Bencomo asked what happens in the event that it is not completed in those days?

Larry Nichols said basically the action you have before you today would enable the city to step in and complete the demolition. If the demolition was abandoned by the owner, then the city would step in, get bids from a demolition contractor and complete the demolition and then file lien on the property for the cost.

Councilor Bencomo said I think that is important information of the public to understand. As we were preparing for today I was thinking about just the general nuisance, the general hazard that buildings like this cause the public and the community and I asked Fire Chief Smith if he could give me some data regarding fires that have taken place at empty or abandoned properties in the last couple of years and it is very initial data and I want to read some of the numbers but Mayor Pro Tem I would also love it if Chief Smith would speak on the danger that buildings like this pose to fire fighters and the wider

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community but 2022 fire incidences of abandoned and unsecured were 16 and in 2023 so far abandoned and unsecured there has been 9. That is pretty significant and perhaps in the context of overall service calls there might not seem like it but 16 in 2022 and 9, that is a lot of fires that have put our community at risk but most importantly our fire fighters.

Jason Smith, Fire Chief said to give some context to the numbers that we are speaking about vacant and unsecured building fires that we have experienced looking back from 2018 up until 2021 even as we were into the pandemic we averaged just about 2.6 of those fires. About 3 a year so to have such a significant jump in 2022 at 16 that is well above two standard deviations. We are talking about probably closer to what we would expect being very large outlier with those fires. At the same time at 2022, we had a large increase of over 50% of just structure fires in general so we are seeing more fire experience in our community. With that though I definitely appreciate the opportunity to talk about the safety and risk for our fire fighters. With this topic of fire and risk reduction the US Fire Service has one voice on this on the challenges we face. Those include our community safety, building construction and design as well as fire fighter health. Our community and fire department as well as US Fire Service face major challenges in reducing fire risk across the nation. Removing those like this hazard here like the one we are speaking about on South Main helps protect the people of Las Cruces but also our fire fighters. Unoccupied and unsecured buildings pose a significant risk for our fire fighters. We don't know what is inside those buildings, the contents, trash, debris, we have found used needles, tires, waste, a lot of things that can contribute to fire spread and pose risk to fire fighters. With that, the number one cause of fire fighter deaths now is cancer. Every time we go into a fire whether it is a dumpster fire, structure fire, abandoned house we are putting our fire fighters at more risk for cancer. Even today our Fire Marshall has been at a follow up appointment at the Mayo Clinic and is a cancer survivor himself and that was considered on the job injury for that. The more and more we can do to reduce these hazards and benefits our community but helps our fire fighters. That level of risk should only happen when we are going to be able to save somebody and the opportunity for that is decreasing more and more. The actual deaths caused by structure fire has been increasing in the United States so as the number of fires overall has gone down the risk to occupants has gone up and that is because of the type of construction with light weight construction, the type of materials that we put into our homes. We use petroleum-based furnishing and now with the introduction of lithium-ion batteries we are experiencing more and more significant fires with less time for people to escape and what we need to be looking at now is how do we design our buildings and what fire protection safety do we put into those to keep our people and fire fighters safe. The most important thing we can do is require sprinkles in all buildings, residential and commercial moving forward. So, with that I am glad that we are seeing this property here on South Main be addressed and I hope that we can continue this through the city.

Councilor Bencomo said I think surrounding this building and really surrounding a lot of our Neighborhood Action Team properties, homes that have been abandoned we are having a lot of conversations about that and what it means for property rights to be protected. That is critical that the government doesn't come in and take something that you work so hard to build and to have in your name. I think that line is clearly spelled out. I think on the other side of that line is responsibility as a property owner you have

incredible responsibility to yourself, to your neighbors, to your neighborhood, to first responders to maintain, to upkeep your property at a minimum standard safe and when you fail to do that is when measures like this have to be taken. Nobody wants to see this happen absolutely not but to me it is a matter of responsibility, and it is a matter of taking ownership for the decision to be a property owner.

Councilor Becky Corran moved, seconded by Councilor Tessa Abeyta, to Approve Resolution No. 24-023.

RESULT:	Carried
MOVER:	Councilor Becky Corran
SECONDER:	Councilor Tessa Abeyta
AYES:	Mayor Ken Miyagishima, Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, Councilor Becky Corran, and Councilor Yvonne Flores

8.4 COUNCIL BILL NO 24-002; ORDINANCE NO. 3044: AN ORDINANCE AMENDING THE LAS CRUCES MUNICIPAL CODE 1997, AS AMENDED (LCMC), SECTIONS 2-556 THROUGH 2-564 TO REVISE THE UNIVERSITY DISTRICT CITIZEN’S DESIGN REVIEW COMMITTEE (UD-CDRC), RESPECTIVELY, WITHIN CHAPTER 2, ARTICLE IV, DIVISION 3, NONSTANDARD BOARDS OF DIVISION OF THE LCMC.

Sara Gonzales, Senior Urban Planner gave the overhead presentation.

Councilor Tessa Abeyta moved, seconded by Councilor Becki Graham, to Approve Ordinance No. 3044.

RESULT:	Carried
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Becki Graham
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima and Councilor Becky Corran

8.5 COUNCIL BILL NO. 24-003; ORDINANCE NO. 3045: AN ORDINANCE AMENDING CHAPTER 13, ARTICLE I. FAIR HOUSING OF THE LAS CRUCES MUNICIPAL CODE 1997, AS AMENDED.

Natalie Green, Housing and Neighborhood Revitalization Administrator gave the overhead presentation.

Councilor Graham said you have already mentioned some of the places in states that have similar ordinances. At the time that I looked this up which was a couple of months ago 22 states had a source of income discrimination points in their ordinances and more than 100 municipalities so this is not out of the norm. At the time you and I discussed concerns that maybe the inspection standards would be over burdensome for landlords, you were able to point us to the 13 key aspects of HUD’s Housing Quality Standards and point out that they are actually pretty minimal for livable housing for things like water supply, lead based paint, smoke detectors so definitely nothing too fancy or forcing people to make burdensome upgrades to their rentals. In evaluating the need for additional budget, one thing that we had also discussed was education or assistance for landlords who are wanting to move into Section 8

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Housing, is that something that we could consider wrapping into additional budget so assistance for landlords as they are navigating changes?

Natalie Green said that is part of our revised programing, so we are looking not only locally but landlord risk mitigation funds is already rolling out. The state had a very successful pilot programs for a Landlord Incentive Risk Mitigation Fund in collaboration with CYFD and they are going to roll that out statewide so we want to make sure those go out first and that we are complementing their programming and then if we need additional funds to stand those up a little bit more here in Las Cruces we will do that and bring that forward.

Fred Huff, Member of the Public said I am not a landlord but the one concern that I have about this, and I understand people need housing. I see the tents all over town. My concern is on forcing these landlords to use vouchers, most of these tenants in my experience of what I have seen and visited and gone around town is a lot of these people don't respect property and they don't take care of it. My concern is that if landlords are forced to accept tenants based strictly on voucher, proof of income, lawful income, as you say, where is the guarantee or the help that if they destroy their apartment? I don't see that in the ordinance where you are going to help pay for the damage. Why would they want to do that if they may lose more money than what they gain by renting it out? A person by the name of Lee had some information in the attachments and this person Lee said, "adding the burden of requiring landlords to accept Section 8 vouchers will cause even more landlords to sell their rentals thus reducing the number of available affordable rentals even more". I am wondering if this might create more of a housing shortage than increasing it.

Beth Bardwell, Member of the Public said the League of Women Voters of Southern New Mexico support the passage of this ordinance to provide source of income protection to individuals including those that hold housing vouchers. The Housing Choice Voucher Program was the federal government's largest rental housing assistance program and the program serves a number of disproportionate number of families with children, racial and ethnic minorities, and persons with disabilities. Here locally the Mesilla Valley Public Housing Authority provides more than 1000 families and individuals with housing vouchers. In 2018 HUD did a study at five sites nationwide and they showed clear evidence about right denial of vouchers as high as 67%. Denials occurred more often in census units with higher income households. Sites that had fewer landlord denial as well as 31% had laws that provided source of income protection suggesting that this ordinance will be effective given that the current supply of affordable housing units is very low and rates for rental and home sales have skyrocketed. The League supports amending the Fair Housing Law to ensure low-income families, the elderly, and the disabled have an equal opportunity to access housing regardless of the source of their lawful income.

Erin Boyd, Member of the Public said I would with Community of Hope and I just wanted to come and make public comment that I am in support of amending this ordinance. I have been housing individuals that are experiencing homelessness through Community of Hope for almost ten years now. I am working with different vouchers from the HUD Section 8 to other HUD funded vouchers and what has been

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great is that we have really been able to collaborate with different landlords in our community however the need for additional landlords that will accept vouchers is high. We have retained these very few landlords for numerous years and yes although there does end up being some instances where there does end up being some damage but creating addition funding as we talked about for landlord retention and things like that are super important. The landlords that we do work with appreciate that having a voucher also guarantees rent each month from the voucher. A lot of times to it come with support. So, through our agency having that additional support system, monthly home visits, different things like that and so there are definite benefits. By not allowing the individuals the opportunity how do we know if they are going to be successful or not. We are creating bigger barriers if we continue to have ordinances and such that discriminate against those who are of low income or disabilities.

Elizabeth Rodriguez-Johnson, Member of the Public said I am also here to vocalize my support for this ordinance. Just recently my husband and I went to a grocery store before that I had done my routine, it was in the morning, and I am sure I looked shuffled, and my hair was muffled and I probably didn't even match. We go to the check out and and we proceed to walk out and I got stopped and accused of shoplifting. The fact is that people this day and age still make decisions based on what you look like, and it is still a problem and these folks, the vouchers are legitimate. They should be able to use them.

Councilor Bencomo asked in terms of getting the word out to landlords about this recent change what is the plan for that? Do you have the necessary resources for all of that?

Natalie Green said we have some Fair Housing Funds that we set aside every year for awareness activities. It comes directly from the US Department of Housing and Urban Development so we will be rolling that out those funds as part of the education campaign and we will start to work on our other needs and we will bring those back as needed.

Councilor Bencomo said I wish Officer Roach from Codes on how enforcement and really working on enforcement from an education standpoint not a punitive standpoint, can you just speak to that a little bit?

Natalie Green said we will roll out our awareness campaign and we have some new marketing materials that we want to push out and we will work on our staff training. Since this is becoming a statewide initiative we are working with the other municipalities on that training. It is very much an incentive and awareness campaign. The last thing we want to do is be punitive to landlords. That is definitely not our intent as I mentioned the State of New Mexico is rolling out not only landlord incentives and retention funding. They have also rolled out a landlord support hotline, so we want to make sure we are modeling their program and working with their programing. As we determine what complimentary services are needed to both the local programming out of the various voucher providers and the state we will come back if we need additional budget.

Councilor Bencomo said I just want to appreciate your team. I know that Jan, honestly she gets lots of calls about this. About people have the funds but cannot find places and are being turned away. I can't imagine the kind of phone calls that Jan has to field every single day, but I really do just want to thank your staff.

Natalie Green said all staff is on a call rotation so 528-3022 and we do get multiple calls and emails all day long about water issues, air conditioning issues. We saw a \$600 rental increase last week and so they are all extremely difficult calls to take.

Councilor Flores asked besides the mitigation and working with landlords what are the penalties or where are the teeth?

Natalie Green said as part of the Municipal Code there is an enforcement piece through Municipal Court so it is subject to up to a \$500 fine. It is a ticketing process just like any other violation of the Municipal Code.

Councilor Flores asked is there information going to the public so that people are aware that they have the right to use their lawful funds to secure housing?

Natalie Green said our first steps assuming this gets adopted today we will start with that awareness campaign and the changes to the Fair Housing ordinance both the rights of the tenant and the rights of the landlord and we will push that information out. We typically hand out landlord/tenant handbooks to both landlords and tenants and we also have some other flyers and so we want to update all of that and then staff regularly provides training on fair housing awareness both to members of the public and then to all city staff as part of new employee trainings. So, we will be revising all of that training material as well.

Councilor Flores asked have you considered or the city considered having a forum here in chambers for the public to attend and also is all of this going to be distributed in different languages?

Natalie Green said as part of our HUD programming we have a Spanish interpreter at all meetings and we translate everything into Spanish and we also have notations as part of our outreach campaigns that if they require other languages or other formats we are mandated by law to do that so upon request we can absolutely translate to those other languages. The federal government is really great about pushing out Fair Housing material in all languages, so we have access to those resources as well.

Councilor Flores said it would be great if the city would sponsor or have a meeting here to call in the community and make them well aware. I think hearing it in person has in impact more so then just receiving something in print not that it isn't important, but I think it would make a better impact.

Councilor Becki Graham moved, seconded by Councilor Tessa Abeyta, to Approve Ordinance No. 3045.

RESULT:	Carried
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MOVER:	Councilor Becki Graham
SECONDER:	Councilor Tessa Abeyta
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima and Councilor Becky Corran

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. 24-005; ORDINANCE NO. 3047: AN ORDINANCE APPROVING A ZONE CHANGE FROM C-2 (COMMERCIAL MEDIUM INTENSITY) AND R-3 (MULTI-DWELLING MEDIUM DENSITY) TO C-3 (COMMERCIAL HIGH INTENSITY) ON A PROPERTY ENCOMPASSING 2.29 ± ACRES. THE ZONE CHANGE REQUEST SEEKS TO BRING THE PROPERTY INTO COMPLIANCE WITH THE 2001 LAS CRUCES MUNICIPAL CODE, AS AMENDED AND ALLOW FOR THE FUTURE DEVELOPMENT OF A COMMERCIAL BUSINESS. THE SUBJECT PROPERTY IS LOCATED AT 522 E IDAHO AVENUE.

Council agreed to bring it forward.

11. CITY COUNCIL MEMBER BOARD REPORTS AND COMMENT

11.1 MAYOR PRO TEM GANDARA

I was asked by Mayor to sit on a Coalition of Mayors for Sustainability last week. I found it very fascinating. It is a statewide group, and I was educated on the three bills that they helped bring to fruition. One was a Legacy Fund, a Renewable Energy Office, and Special District Act. In addition, they spoke to Community Solar. I am really trying to move forward especially around the equity piece which is really important. How do we encourage that in our low income so looking forward to hearing how that is going to look like for folks that can't afford that.

I attended our Community Schools meeting that Councilor Graham facilitates. It was sort of a part two of our Strategic Planning and there is some really exciting things that are happening related to moving into how we incorporate other schools but mostly the safety, care and belonging of our youth and youth voice and choice. I think it was a great opportunity to get feedback. We always hear from the number of community in the schools it is really exciting of what they are able to do in such a short amount of time.

Lastly, I wanted to address a couple of public comments specifically to animal services, the letter that was sent out. I have not seen that letter. I know folks were concerned and I did receive a couple of emails related to asking veterinarians specifically about helping with spay and neuter at low cost and at no cost. Quite

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frankly, I agree. I don't know anybody that would do something like that at no cost at all and some of the dialogue that I know that our executive team is having with Clint Thacker is providing a stipend of some sort. So, we are throwing out a number of ideas just to entice our veterinarians to participate in helping being part of the solution and so I think Ifo probably has an update on that. I think there was some miscommunication. I like to believe that when we do ask that it won't be for nothing but we have a huge issue and everybody knows that our center is filled and we are working towards trying to come up with viable solutions and strategies.

Last, I would say that our Mayor's Suicide Prevention Taskforce is putting together Recovery Night Celebration. It will be September 7th, 8th, and 9th. It is a three-day event. September 7th will be the Southwest Summit and we will at that time have an opportunity to speak to our Legislators very specifically about substance abuse and addiction services that we think we need to have specifically in our city. Speaking to Juan Garcia and some others about those conversations allegedly have not been had but they have been had. We have had two bills specifically for game changer strategies addressing substance abuse and addiction. We have had communications and a particular agenda item on our Health Policy Review Committee addressing Los Amigos Program. I know that staff is diligently working on addressing that. I just wanted to put forth that information. Also, September 8th we will have a youth summit which will be really exciting and inviting hopefully 100 plus youth in our city to participate on giving adults information about what they are addressing in school and how we can help be more cognizant and aware of what we are dealing with at schools related to mental health and substance abuse and addiction. Particularly after we heard some very incredible data related to youth and vaping and tobacco. Recovery Night is happening on Saturday. It will be at the Plaza de Las Cruces. If you want information, please reach out to me.

11.2 COUNCILOR FLORES

First of all I want to apologize to my District 6 constituents and residents of the entire city for my prolonged absence. I broke my foot, and I was on crutches and then I fell again on those crutches. I want to thank our people, our staff, Adrienne Widmer the Director of Utilities, David Sedillo, Public Works Director. I want to thank Mayor Pro Tem for taking my place. I want to thank Catrina Godinez for organizing this and working with me to get the topics for our constituents in District 6 and Christine Rivera, our City Clerk who was there to explain the redistricting issue and ranked choice voting. I sent an email to my fellow councilors and Ifo feeling that in spite of my absence that the city would carry on beautifully and it did.

11.3 COUNCILOR BENCOMO

I want to congratulate everyone at Casa De Peregrinos and everyone involved in that project including city staff and really the whole community and our state legislators for coming together and helping build this new incredible facility. Their grand opening was last week. It was an incredible turnout and it think it is a testament as to how many people love the work that is done at the Community of Hope Campus and we were there to celebrate Casa De Peregrinos.

The city and Natalie and the Housing Department are working with Project Moxie, a consulting firm that is going to be helping us with our housing investment strategy as

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now that we have the GO Bond money and all of that. They presented at our Housing PRC last week and they are really incredible. They are so knowledgeable and innovative, so we just actually had a joint meeting with the new housing committee that we created that is going to think about how we are going to spend that \$6 million GO Bond. If they reach out to you, please respond they are meeting with stakeholders, they are meeting with a ton of folks in the community and will be getting a plan back to us I think in three months.

This is my fourth summer on council, and I have never gotten as many emails or social media, people reaching out to me regarding hot conditions in their apartments. There is a big apartment complex that didn't have air conditioning for several days if not week or so and the tenants didn't even know what to do. There have been multiple emails I received from kids of their elderly parents worried. There are significant issues regarding heat as we think about summers getting hotter and hotter. This globally record heat and as we think about how it is going to impact vulnerable communities in the Southwest this is one of them and so I know that housing was thinking about creating some sort of funding source to help folks in these conditions and I just want to put sort of my name behind that and just really put the urgency around working with folks who are most vulnerable and experiencing these kinds of conditions and I know that I have been talking with my colleagues here, Councilor Gandara and Councilor Flores because they have been working on a Unified Housing Code for a very long time and so we are really working to push that through. As we know Natalie presented not too long ago about air conditioning not being a requirement in apartments and that is just a travesty. I promise you no other summer while I have been here that I have gotten this many concerning emails or phone calls from people worried about their loved ones in unliving conditions.

11.4 COUNCILOR GRAHAM

Thanks to Velo Cruces, George Pearson, Ashleigh Curry and some others for inviting me on their monthly visibility ride. I did that last week. Similarly on September 16th the annual Mayor's Bike Ride, I wish Mayor was here so I could diss him a little bit but he is stepping down from his annual bike ride and so it is going to be a city council bike ride. Thank you to Velo Cruces and others in the cycling community for always being such engaged community members.

11.5 COUNCILOR ABEYTA

The Oversight Committee did meet last week. We were able to go over monthly hotline complaints. We had 10 that came in, 5 were on customer relations, 3 on safety, one on product quality, and one for potential substance use. So, we overviewed those, we also saw that 4 completed OIR reports came in and the committee itself talked a little bit about the presentation that we heard about audit. There were some questions that came up on the ethics survey and the numbers that we saw so that was one of the items. In the future we are going to look at issues just regarding the ordinance itself as you know it is still just a newer ordinance and so just making sure that it is aligned for the needs and looking at that of the Inspector General now that we have one and we are meshing in how that it contributes to the system as a full.

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I also went to our Juvenile Justice Continuum meeting however there was no quorum there, so we were not able to meet so that kind of speaks to another issue that I know we have been seeing adjustments to boards and committees to make sure that we are having full and meaningful participation. This is also another board that I think needs to have some changes. It is a very large board so getting quorum especially during the day when most of these individuals have other employment is difficult. So, I do want to say thank you to Christine for already looking at some of those items and making adjustments like we saw here today with our University Design Review Board.

Next week I will be absent from council as I will be at the annual conference for the Municipal League in Farmington. I know that we have a few staff members going too. I will be moderating a panel on the new green hydrogen project in Questa and also performing other duties as needed.

12. CITY MANAGER REPORT

12.1 IFO PILI

I just want to express my deepest apologies to you council and residents and also especially our military Veterans. That was on me, the flag flying, me and my staff. Apparently, it was torn in the wind last night and I know it should be removed immediately. So, it has been taken down. I just want to express my apologies for that.

Just for clarification, the letter that was sent out Barbara just sent me the clarification. Animal Control sent that letter out but the whole purpose of that was just to see what capacity was available out there. There was no intention of asking the veterinarians to perform this work for free. Between the County and Animal Services all looking into a program. There was a proposal earlier about mandating spay and neuter program that would allow some type of funding but we couldn't do it without the capacity of the veterinarians so this letter was to reach out to see if there was anybody willing to participate in the program that would offer it. Not necessarily having them do it for free or even subsidize it. It was more so that it would be a joint effort with the county to do that.

Council, I just want to express my appreciation to you all. My contract, it has been three years and I appreciate the trust you had in me and renewing that. I look forward to some great things ahead.

13. ADJOURNMENT

13.1

Councilor Tessa Abeyta moved, seconded by Councilor Yvonne Flores, to Adjourned at 3:03 p.m.

RESULT:	Carried
MOVER:	Councilor Tessa Abeyta
SECONDER:	Councilor Yvonne Flores
AYES:	Councilor Kasandra Gandara, Councilor Tessa Abeyta, Councilor Becki Graham, Councilor Johana Bencomo, and Councilor Yvonne Flores
ABSENT:	Mayor Ken Miyagishima and Councilor Becky Corran

Mayor

City Clerk



City Council Action and Executive Summary

24-029

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1	☐ 2	☒ 3	☐ 4	☐ 5	☐ 6	☐ N/A
1st Reading:				Adopted:	September 18, 2023		
Drafter:	Crystal Silva			Department:	Financial Services		
Program:	Grants Management			Line of Business:	Fiscal Management		
Title:	A RESOLUTION TO APPROVE THE SUBMISSION OF A GRANT APPLICATION TO THE NEW MEXICO FINANCE AUTHORITY (NMFA), WATER TRUST BOARD (WTB), FOR THE FISCAL YEAR 2024, FOR THE DESIGN AND REHABILITATION OF THE TELSHOR WATER STORAGE TANK IN THE AMOUNT OF \$3,000,000, REQUIRING A CITY MATCH RANGE BETWEEN 10% - 40% (MIN \$300,000 - MAX \$1,200,000).						

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

PURPOSE(S) OF ACTION:
Approve grant application.

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. As per the Grant Policy approved by City Council on May 4, 2018; the City Council will be presented with a Resolution to approve cash match requests for grant applications in excess of \$250,000 prior to the application being submitted. City Council approval is also required when funders request a Resolution in order to apply regardless of the match amount.

The Water Trust Board requests, as part of the application process, the adoption and submittal of a resolution authorizing the submission of an application.

The 2001 Legislature enacted the Water Project Finance Act which created the Water Project Fund in the New Mexico Finance Authority (NMFA) and charged the NMFA with the administration of the Fund and the Water Trust Board. The Water Trust Board recommends to the Legislature projects to be funded through the Water Project Fund within five project categories, one of which is Water Storage, Conveyance and Delivery.

The City of Las Cruces is seeking funding assistance to design and rehabilitate an outdated water storage tank (2 million gallon capacity), the Telshor Tank. The project will include rehabilitating the interior, exterior coating system, structural reinforcement, pipe repairs, and update to current codes and standards. The City of Las Cruces is eligible to apply for funding from the New Mexico Water Trust Board. The City is committed to the operation and maintenance of the Telshor Water Storage Tank throughout its complete life cycle.

The financial assistance requested is in the amount of \$3,000,000 with a required City match range between 10% - 40% (Min. \$300,000 - Max. \$1,200,000).

SUPPORT INFORMATION:

[ATTACHMENT "A" UT-2024 WTB NOI](#)

PLAN(S):

Department Strategic Business Plan, Elevate Las Cruces

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 allow the City to submit the application to the New Mexico Finance Authority (NMFA).
2. Vote "No"; this will not allow the City to submit the proposed application.
3. Vote to "Amend"; this could change the proposed application and require Council direction.
4. Vote to "Table"; this will delay the application development process and potentially not allow the City to meet the application deadline.

REFERENCE INFORMATION:

Elevate Las Cruces Comprehensive Plan - Goal CE-9: Sustainable Infrastructure Systems

RESOLUTION 24-029

A RESOLUTION TO APPROVE THE SUBMISSION OF A GRANT APPLICATION TO THE NEW MEXICO FINANCE AUTHORITY (NMFA), WATER TRUST BOARD (WTB), FOR THE FISCAL YEAR 2024, FOR THE DESIGN AND REHABILITATION OF THE TELSHOR WATER STORAGE TANK IN THE AMOUNT OF \$3,000,000, REQUIRING A CITY MATCH RANGE BETWEEN 10% - 40% (MIN \$300,000 - MAX \$1,200,000).

The City Council is informed that:

WHEREAS, as per the Grant Policy approved by City Council on May 4, 2018; the City Council will be presented with a Resolution to approve cash match requests for grant applications in excess of \$250,000 prior to the application being submitted; and

WHEREAS, the Water Trust Board (WTB) requests, as part of the application process, the adoption and submittal of a resolution authorizing the submission of an application; and

WHEREAS, the 2001 Legislature enacted the Water Project Finance Act which created the Water Project Fund in the New Mexico Finance Authority (NMFA) and charged the NMFA with the administration of the Fund and the Water Trust Board (WTB); and

WHEREAS, the City of Las Cruces is seeking funding assistance to design and rehabilitate an outdated two million-gallon water storage tank, the Telshor Tank; and

WHEREAS, the City of Las Cruces is eligible to apply for funding from the New Mexico Water Trust Board. The City is committed to the operation and maintenance of the Telshor Water Storage Tank throughout its complete life cycle.

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

(I)

THAT submission of the grant to the NMFA, Water Trust Board, FY2024, in the amount of \$3,000,000 for the Telshor Tank Rehabilitation Project be approved.

(II)

THAT City of Las Cruces supports the preparation and submittal of an application to the New Mexico Water Trust Board for funding in the 2024 Water Project Fund funding cycle for the design and rehabilitation of the two million-gallon Telshor Water Storage Tank in accordance with procedures established by the Water Trust Board.

(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

APPROVED

Mayor

ATTEST:

City Clerk

Moved by:

Seconded by:

AYES

NAYS

NOTICE OF INTENT TO APPLY FOR 2024 WATER TRUST BOARD FUNDING

This Notice of Intent ("NOI") serves as i) notification of the Applicant's desire to apply for Water Trust Board ("WTB") funding for the 2024 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority's ("NMFA") online application and account system, EnABLE™ ("EnABLE") for WTB funding. WTB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application.

Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants may be requested through WTBAdmin@nmfa.net.

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned User name and temporary Password. To access EnABLE, a user will be asked to submit a correct User name and Password, as well as acknowledge certain terms of use.

I. APPLICANT INFORMATION:

Applicant Name:	City of Las Cruces	
Applicant Mailing Address:	700 N Main St	
Applicant Street Address:		
City: Las Cruces	State: NM	
County: Dona Ana	Zip: 88001	
Email:	Phone:	

APPLICANT LEGAL ENTITY TYPE (Check One):	
☐	Authority (specify):
☒	Municipal or County Government
☐	Mutual Domestic/Sanitary Projects Act Entity
☐	Special District (specify):
☐	Tribe or Pueblo
☐	Other (specify):

APPLICANT PRIMARY CONTACT (Authorized to Submit Application and Request Access for EnABLE users)		
Name: Jacqueline Rubalcava	Title: Budget and Grants Administrator	
Mailing Address: 700 N. Main St		
City: Las Cruces	State: NM	Zip: 88001
Email: jrubalcava@las-cruces.org	Phone: 575-541-2107	

APPLICANT SECONDARY CONTACT (Authorized to Access EnABLE Application System)		
Name: Crystal Silva	Title: Interim Grant Dev Spec	
Mailing Address: 700 N. Main St		
City: Las Cruces	State: NM	Zip: 88001
Email: grants@las-cruces.org	Phone: 575-541-2281	

Consultant Authorized to Access EnABLE Application System		
Name: Charles Thomas	Title: Consultant	
Firm: Petroglyph Consulting, LLC		
Mailing Address: 5301 Haynes Drive NW		
City: Albuquerque	State: NM	Zip: 87120
Email: Chuck@petroglyphconsulting.com	Phone: 505-999-7618	

Consultant Authorized to Access EnABLE Application System		
Name:	Title:	
Firm:		
Mailing Address:		
City:	State:	Zip:
Email:	Phone:	

II. PROJECT INFORMATION

Project Name: Telshor Tank Rehabilitation

Amount Requested: \$3,000,000

Note: Per WTB policy, Applicants may not receive more than 15% of the available funds in any year. The available funding for the 2024 cycle is estimated to be \$133.1 million (\$20 million 15% CAP); requests exceeding the 15% will need to be revised at time of application submittal.

- Project Type – Check One That Applies
- ☒ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

III. PROJECT DESCRIPTION

Please provide the Project Location, the Scope of Work to be completed with the requested funding, the Phase or phases to be funded, and a brief description of the Project Goal.

Project Location: 1350 Imperial Ridge St

Scope of work: ☐ Planning ☒ Design ☒ Construction (Check all that apply)

Phase or Phases to be Funded:

Project Goal (35 words or less):
To design and rehabilitate an outdated two million gallon water storage tank. Project will include rehabilitating the interior, exterior coating system, structural reinforcement, pipe repairs, and update it to current codes and standards.

IV. DECLARATION OF PROJECT URGENCY

Section 1.3 of the Water Trust Board Project Management Policies provides additional consideration to projects that are deemed Urgent. Does your project meet any of the following definitions of Urgent (check all that are applicable) and <u>attach evidence of the determination from a Cabinet Secretary or designee.</u>		
Public Health Threats: Projects that address existing and imminent public health threats resulting from waterborne disease outbreak and inadequate water supply.	☐ Yes	☒ No
Safe Drinking Water Act Compliance: Projects that address existing and imminent threats resulting from acute and chronic risk contaminants. System must demonstrate that it has received three violations in the past year.	☐ Yes	☒ No
Wildfire Public Safety: Watershed projects that modify or break up fuels in such a way as to lessen catastrophic fire and its threat to public safety and damage to property?	☐ Yes	☒ No
Dam Safety: Projects that correct safety deficiencies identified by the Office of the State Engineer and restore dams to a satisfactory condition.	☐ Yes	☒ No
Other: Does your project address other conditions declared an emergency by the Governor of New Mexico or by a Cabinet Secretary of a state agency? If yes, briefly describe the emergency conditions:	☐ Yes	☒ No

V. REGULATORY COMPLIANCE CHECKLIST

Section 3.2E of the Water Trust Board Project Management Policies requires applicants to begin working directly with regulatory agencies that will certify compliance with all relevant regulations as part of the Readiness Application. Check all that are applicable for the proposed project.	
Water Rights (OSE): Verification of sufficient water rights as required for proposed project.	☒
Safe Drinking Water Act Compliance (NMED-DWB): Full compliance with Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. <i>Please indicate if the project will cure the compliance issue.</i>	☒
Dam Safety (OSE): Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding.	☐
Water conservation plan/drought management plan (OSE): Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan.	☒

VI. APPLICATION RESOLUTION ADOPTION DATE: 22-23-LCU009

PLEASE PROVIDE THE DATE of Governing Board’s Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board. *Please note that the resolution is due with the application on September 15, 2023.* Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 13, 2023.

VII. ACKNOWLEDGEMENT: I have reviewed a copy of the **Water Trust Board Project Management Policies Revised and Restated as of August 18, 2022.**

I CERTIFY THAT:

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature: 
Highest Elected Official/Board Officer

Print Title: City Manager

Print Name: Ifo Pili

Date: 7/26/23

Signature: 
Email: jrubalcava@las-cruces.org

Signature: 
Email: awidmer@las-cruces.org



City Council Action and Executive Summary

24-030

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ N/A		
1st Reading:	Adopted: September 18, 2023		
Drafter:	Donny Prosis	Department:	Financial Services
Program:	Purchasing	Line of Business:	Procure-to-Pay
Title:	A RESOLUTION APPROVING THE ANNUAL RENEWAL OF THE MICROSOFT ENTERPRISE AGREEMENT FROM CDW-G OF CHICAGO, ILLINOIS, VIA COOPERATIVE EDUCATIONAL SERVICES (CES) CONTRACT NO. 2022-01-AG01-ALL, FOR AN INDEFINITE COST, INDEFINITE QUANTITY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-034).		

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

PURPOSE(S) OF ACTION:
To authorize renewal of the Microsoft Enterprise Agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The Information Technology Department entered into an Enterprise Agreement (EA) with Microsoft to provide desktop operating systems, network licensing, and Microsoft Office software to the City of Las Cruces (City) staff. This agreement provides the City with cost reductions from bulk purchasing and regular updates for these Microsoft products. The agreement expires and must be renewed every six (6) years, at which point pricing is locked in for those years. An annual "true up" determines if additional data center licensing is required based on the City adding servers to the data center. When the agreement is renewed, licensing costs can increase, as it did with this renewal.

The City was previously contracting with CDW-G, utilizing a New Mexico State Purchasing Division (NMSPD) contract, to purchase the licenses. As that contract has expired, the Purchasing Program is recommending utilizing the new Cooperative Educational Services (CES) contract with CDW-G for this renewal.

SUPPORT INFORMATION:
[Attachment "A" - CDW-G City of Las Cruces Preliminary EA Quote 08.29.23](#)
[Attachment "B" - CES Contract 2022-01 CDW-G](#)
[Attachment "C" - CES Contract Extension Letter 02.29.24 CDW-G](#)

PLAN(S):
None

COMMITTEE/BOARD REVIEW:
None

Agenda Item #8.1.

DOES THIS AMEND THE BUDGET?:

- ☐ Yes
☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:

972,000.00

AVAILABLE AMOUNT:

959,309.64

EXPENDITURE AMOUNT:

983,009.49

Funding Source(s):

10363002-790120

Remaining funds will come from 10363002-732300

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 authorize contracting with CDW-G for the Microsoft EA renewal.
2. Vote "No"; this will deny the Resolution, and City staff will not be able to utilize Microsoft products, which will negatively impact City operations.
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 approving the resolution, which will negatively impact City operations.

RESOLUTION 24-030

A RESOLUTION APPROVING THE ANNUAL RENEWAL OF THE MICROSOFT ENTERPRISE AGREEMENT FROM CDW-G OF CHICAGO, ILLINOIS, VIA COOPERATIVE EDUCATIONAL SERVICES (CES) CONTRACT NO. 2022-01-AG01-ALL, FOR AN INDEFINITE COST, INDEFINITE QUANTITY, SUBJECT TO ANNUAL RENEWALS AND APPROVED BUDGET APPROPRIATIONS (PROCUREMENT NO. 23-24-034).

The City Council is informed that:

WHEREAS, the Information Technology Department is entered into an Enterprise Agreement (EA) with Microsoft to provide desktop operating systems, network licensing, and Microsoft Office software to City of Las Cruces (City) staff; and

WHEREAS, this agreement provides the City with cost reductions from bulk purchasing and regular updates for these Microsoft products; and

WHEREAS, the agreement expires and must be renewed every six (6) years, at which point pricing is locked in for those years; and

WHEREAS, an annual "true up" determines if additional data center licensing is required based on the City adding servers to the data center; and

WHEREAS, when the agreement is renewed, licensing costs can increase, as they did with this renewal; and

WHEREAS, the City was previously contracted with CDW-G, utilizing a New Mexico State Purchasing Division (NMSPD) contract, to purchase the licenses; and

WHEREAS, as that contract has expired, the Purchasing Program is recommending utilizing the new Cooperative Educational Services (CES) contract with CDW-G for this renewal.

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

(I)

THAT the Resolution authorizing the annual renewal of the Microsoft EA from CDW-G of Chicago, Illinois via CES contract no. 2022-01-AG01-ALL, for an indefinite cost, indefinite quantity, 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 #8.1.

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS



CDW Government, LLC
Microsoft Enterprise 6.6 Agreement Pricing

Preliminary Enterprise Quote
for

City of Las Cruces

Attachment "A"
Date 8/29/23
Account Manager Peter McGee

VSL Specialist Lawrence Roberts
Channel Price Sheet Month Aug-23

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment
Customer to make three annual payments to CDW-G

Microsoft Part #		Description	Level	Quantity	Year 1		Year 2		Year 3		
					Price	Extended	Price	Extended	Price	Extended	
Online Services											
7JI-00001-12-SLG	Defender Endpoint Server GCC Sub	D	155	\$ 55.69	\$ 8,631.95	\$ 55.69	\$ 8,631.95	\$ 55.69	\$ 8,631.95		
AAD-32907-12-SLG	EMS G3 GCC ALng Sub Per User	D	20	\$ 106.60	\$ 2,132.00	\$ 106.60	\$ 2,132.00	\$ 106.60	\$ 2,132.00		
AAD-63092-12-SLG	M365 F3 Unified GCC Sub Per User	D	79	\$ 86.06	\$ 6,798.74	\$ 86.06	\$ 6,798.74	\$ 86.06	\$ 6,798.74		
AAD-34700-12-SLG	M365 G3 Unified FSA GCC Sub Per User	D	1325	\$ 339.32	\$ 449,599.00	\$ 339.32	\$ 449,599.00	\$ 339.32	\$ 449,599.00		
AAD-34704-12-SLG	M365 G3 Unified FUSL GCC Sub Per User	D	431	\$ 399.17	\$ 172,042.27	\$ 399.17	\$ 172,042.27	\$ 399.17	\$ 172,042.27		
8ZZ-00001-12-SLG	M365 G5 Security GCC Sub Per User	D	1756	\$ 133.06	\$ 233,653.36	\$ 133.06	\$ 233,653.36	\$ 133.06	\$ 233,653.36		
U4S-00002-12-SLG	O365 G1 GCC Sub Per User	D	20	\$ 106.03	\$ 2,120.60	\$ 106.03	\$ 2,120.60	\$ 106.03	\$ 2,120.60		
DDJ-00001-12-SLG	Power BI Pro GCC Sub Per User	D	21	\$ 94.12	\$ 1,976.52	\$ 94.12	\$ 1,976.52	\$ 94.12	\$ 1,976.52		
7MS-00001-12-SLG	Project P3 GCC Sub Per User	D	72	\$ 282.74	\$ 20,357.28	\$ 282.74	\$ 20,357.28	\$ 282.74	\$ 20,357.28		
7VX-00001-12-SLG	Project P5 GCC Sub Per User	D	21	\$ 518.36	\$ 10,885.56	\$ 518.36	\$ 10,885.56	\$ 518.36	\$ 10,885.56		
LM9-00001-12-SLG	Teams Domestic Calling Plan GCC Sub Per User	D	30	\$ 133.06	\$ 3,991.80	\$ 133.06	\$ 3,991.80	\$ 133.06	\$ 3,991.80		
LK9-00003-12-SLG	Teams Phone Standard GCC Sub Per User	D	35	\$ 75.35	\$ 2,637.25	\$ 75.35	\$ 2,637.25	\$ 75.35	\$ 2,637.25		
P3U-00001-12-SLG	Visio P2 GCC Sub Per User	D	46	\$ 141.37	\$ 6,503.02	\$ 141.37	\$ 6,503.02	\$ 141.37	\$ 6,503.02		
AAA-10787-12-SLG	Win E3 ALng Sub Per User	D	20	\$ 62.50	\$ 1,250.00	\$ 62.50	\$ 1,250.00	\$ 62.50	\$ 1,250.00		
J5U-00004-12-SLG	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision	D	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10S-00001-12-SLG	Power Automate Premium USL GCC Sub Per User	D	7	\$ 166.32	\$ 1,164.24	\$ 166.32	\$ 1,164.24	\$ 166.32	\$ 1,164.24		
License and Software Assurance											
9GS-00135-SLG	CIS Suite Datacenter Core ALng SA 2L	D	32	\$ 172.37	\$ 5,515.84	\$ 172.37	\$ 5,515.84	\$ 172.37	\$ 5,515.84		
076-01912-SLG	Project Standard ALng SA	D	2	\$ 132.93	\$ 265.86	\$ 132.93	\$ 265.86	\$ 132.93	\$ 265.86		
7JQ-00343-SLG	SQL Server Enterprise Core ALng SA 2L	D	16	\$ 2,564.35	\$ 41,029.60	\$ 2,564.35	\$ 41,029.60	\$ 2,564.35	\$ 41,029.60		
7NQ-00292-SLG	SQL Server Standard Core ALng SA 2L	D	4	\$ 668.81	\$ 2,675.24	\$ 668.81	\$ 2,675.24	\$ 668.81	\$ 2,675.24		
9EP-00208-SLG	System Center DC Core ALng SA 2L	D	24	\$ 50.90	\$ 1,221.60	\$ 50.90	\$ 1,221.60	\$ 50.90	\$ 1,221.60		
9EN-00198-SLG	System Center Standard Core ALng SA 2L	D	152	\$ 18.65	\$ 2,834.80	\$ 18.65	\$ 2,834.80	\$ 18.65	\$ 2,834.80		
MX3-00117-SLG	Visual Studio Ent MSDN ALng SA	D	4	\$ 1,111.82	\$ 4,447.28	\$ 1,111.82	\$ 4,447.28	\$ 1,111.82	\$ 4,447.28		
77D-00111-SLG	Visual Studio Pro MSDN ALng SA	D	3	\$ 318.40	\$ 955.20	\$ 318.40	\$ 955.20	\$ 318.40	\$ 955.20		
9EM-00270-SLG	Win Server Standard Core ALng SA 2L	D	16	\$ 20.03	\$ 320.48	\$ 20.03	\$ 320.48	\$ 20.03	\$ 320.48		
Total					\$ 983,009.49	Total		\$ 983,009.49	Total		\$ 983,009.49
Three Year Total					\$ 2,949,028.47						

Notes

No Tax Referenced
Renewal of EA # 62075292, End Date: 9/30/2024
Contract: AEPA-022G - NEW MEXICO

Terms and Conditions of sales and services projects are governed by the terms at:
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

Agenda Item #8.1.

**Contract Award Letter**

March 1, 2022

Dario Bertocchi
CDWG
230 N. Milwaukee Ave
Vernon Hills, IL 60061

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:
AEPA 022-G/CES 2022-01 for CES Contract # 2022-01-AG01-ALL - Technology Catalog

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to AEPA 022-G solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343



Association of Educational
PURCHASING AGENCIES

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Respondent is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>CDW Government LLC</u>	Date	<u>9/13/21</u>
Address	<u>230 N. Milwaukee Ave.</u>	City, State Zip	<u>Vernon Hills, IL 60061</u>
Contact Person	<u>Dario Bertocchi</u>	Title	<u>Director, Program Sales</u>
Authorized Signature	<u><i>David C Hutchins</i></u>	Title	<u>VP Strategic Programs</u>
Email	<u>dariber@cdw.com</u>	Phone	<u>203.851.7049</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2023, unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, it may be extended month by month up to six (6) months by an AEPA state.

Awarding Agency	<u>Cooperative Educational Services</u>	
Authorized Representative	<u>David Chavez <i>David Chavez</i></u>	
Awarded this	<u>1st day of March 2022</u>	Contract Number <u>2022-01-AG01-ALL</u>
Contract to commence		
(Member Agency to select)	<u>3/1/2022</u>	Or

Agenda Item #8.1.

ACCEPTANCE OF PROPOSAL AND OFFER AND CONTRACT AWARD

AEPA IFB NUMBER: 022-G

RFP DESCRIPTION: Technology Catalog

CES CONTRACT NUMBER: 2022-01-AG01-ALL

CONTRACT

This contract award is being made by Cooperative Educational Services (“CES”), 10601 Research Rd. SE, Albuquerque, New Mexico 87123 effective this March 1, 2022, to CDWG, with its principal office located at 230 N. Milwaukee Ave, Vernon Hills, IL 60061 pursuant to the above referenced Association of Educational Purchasing Agencies (“AEPA”) conducted Request for Proposal (“RFP”), Invitation to Bid (“IFB”) or Request for Bids (“RFB”) procurement, and Contract Holder accepts the award and enters into this contract pursuant to the following terms and conditions.

RECITALS

Cooperative Educational Services (CES), a member of Association of Educational Purchasing Agencies (AEPA) is a cooperative procurement agency created by a Joint Powers Agreement as authorized by Section 11-1-1, et. seq., N.M.S.A., 1978, and Section 13-1-135 and procures tangible personal property, services, and construction services (“Products, Services and/or Construction Services”) pursuant to the New Mexico Procurement Code for the benefit of its Members and Participating Entities. The Members consist of public educational institutions in New Mexico that are signatories to a Joint Powers Agreement establishing CES as their procurement agency. The Participating Entities are governmental and 501(C) (3) organizations that have entered into Participating Entity Agreements with CES which allow them to take advantage of the procurement efforts of CES.

The undersigned (Contract Holder) has successfully responded to an AEPA IFB published by AEPA and CES in accordance with the Procurement Code, (13-1-103, 111, 112), and Contract Holder is being awarded this RFP, IFB or RFB contract by CES which allows Contract Holder to offer Products, Services and Construction Services in accordance with the terms and conditions set forth herein and in the RFP, IFB or RFB documents and this contract award.

CONTRACT TERMS

1. The contract term shall be for four (4) calendar years from the effective contract award date March 1, 2022 through February 28, 2026 contingent upon yearly approval by AEPA and CES. CES reserves the right to renew the Contract through a written amendment signed by all required signatories, but in any case, the Contract shall not exceed the total number of years allowed pursuant to NMSA 1978 13-1-150. AEPA and CES reserves the right to offer month-to-month extensions if it is determined by AEPA or CES to be in the best interest of CES Members/Participating Entities.

2. Contract Holder agrees and acknowledges that the contract terms and provisions are those contained in the above referenced RFP, IFB or RFB and agrees to furnish all Products, Services and/or Construction Services in compliance with all terms, conditions, specifications of and amendments to this RFP, IFB or RFB. Contract Holder understands that his obligations under this RFP, IFB or RFB contract extend to CES Members and Participating Entities who are third party beneficiaries of this RFP, IFB or RFB procurement process. The Members/Participating Entities may negotiate with Contract Holder certain additional terms and conditions relating to the scope of services and other performance details. However, the terms and conditions of the RFP, IFB or RFB may not be altered or amended except with the approval of AEPA and CES and in accordance with the State Procurement Code.

3. Contract Holder acknowledges and agrees that CES' purpose and function is to act as a cooperative procurement agent on behalf of its Members and Participating Entities so that they may take advantage of these procurement efforts. CES does not have any subsequent responsibility relating to the quality and fitness of any Products, or the performance of any Services and Construction Services by Contract Holder. Any purchase orders placed by a CES Member or Participating Entity with Contract Holder directly or through CES and any resulting contract between the Contract Holder and a CES Member or Participating Entity do not create any additional obligations on the part of CES.

4. For transactions which involve CES transmitting purchase orders from a CES Member/Participating Entity to Contract Holder, CES volunteers to act as a payment facilitator to make payments to Contract Holder with funds transferred to CES by the CES Member/Participating Entity in accordance with CES Member/Participating Entity's written instructions and to provide an accounting of all monies paid or received by CES pursuant to this Agreement. CES also volunteers to provide informal mediation services between Contract Holder and CES Member/Participating Entity in the event any dispute arises between them.

5. Contract Holder understand and agree that upon CES' receipt of funds from CES Member/Participating Entity, CES has no right or authority to thereafter apply those funds to any purpose other than as instructed by CES Member/Participating Entity. CES shall incur no liability to Contract Holder except for liability arising from CES' own gross negligence or willful misconduct, to the extent allowed by New Mexico law. Through this procurement process, Contract Holder is authorized to provide the described Products, Services or Construction Services. CES has no obligation or right to involve itself with the manner or method by which Contract Holder provides these Products, Services or Construction Services.

6. To the extent allowed by New Mexico law, Contract Holder agrees to hold CES harmless from all costs, expenses, attorney fees and judgments based upon claims between a CES Member/Participating Entity and Contract Holder in connection with the specified Products, Services or Construction Services provided by Contract Holder.

7. Contract Holder agrees that it will not assert any claim against CES in the event that a dispute arises

Agenda Item #8.1.

regarding the alleged failure of Contract Holder or CES Member/Participating Entity to perform as provided for in the RFP, IFB or RFB documents, any purchase order or other contract between Contract Holder and a CES Member/Participating Entity. This does not include claims against CES based upon the alleged gross negligence or intentional acts of CES.

8. Any liability incurred in connection with this Agreement shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, §§ 41-4-1 et seq, NMSA 1978, as amended.

9. The Recitals are incorporated herein as contract terms.

Agreed effective the above date:

Cooperative Educational Services

CDWG

David Chavez

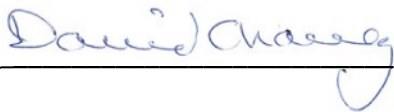
Dario Bertocchi

3/4/2022

Printed Name

Printed Name

By:



By:

DocuSigned by:
Dario Bertocchi

7E5506A3707040B...

Title: Executive Director

Title: Director, Program Sales

**ATTACHMENT A
TO CONTRACT 2022-01-AG01-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

SCOPE OF WORK AND SPECIFICATIONS

AEPA/CES is seeking qualified contractor(s) in the State of New Mexico to provide a variety of Technology Catalog for pricing as described in response to AEPA 022-G solicitation, or other pricing methodologies identified herein. The Contractor will furnish and provide any and all documentation, labor, materials and equipment needed to perform and complete the scope of work stated for each individual project requested under CES contract 2022-01-AG01-ALL.

**Omissions in AEPA 022-G for Technology Catalog of any provision therein described shall not be construed as to relieve the vendor of any responsibility or obligation to the complete and satisfactory delivery, operation, and support of any and all equipment, product, materials or services.*

**ATTACHMENT B
TO CONTRACT 2022-01-AG01-ALL
ACCEPTANCE OF PROPOSAL
AND CONTRACT AWARD**

PRICING

A. CES Members and Participating Entities will pay Contractor for Technology Catalog rendered at the rates set forth as part of Attachment B and all other pricing documentation approved by AEPA and CES.

B. **New Technology and Products:** New products or related services announced by the manufacturer and/or Contractor may be added to this existing contract. Pricing shall be equivalent to the percentage discount of other products. Contractors may replace or add product lines to an existing contract, if the line is replacing previous products; is substantially superior to the original products offered; is discounted in a similar or to a greater degree; and if the products meet the requirements of the original RFP. No products may be added to avoid competitive procurement procedures. AEPA is responsible for approving any new product, service or technology for this contract. CES can reject any AEPA approved additions, any new product, service or technology for this contract, without cause.

Price List / Catalog

CDW•G does not maintain a regularly updated print catalog, as we offer over 250,000 products and growing. The price list included is from July 2021 and due to the **dynamic nature** of the pricing may not be representative of actual products or pricing at the time of submission. CDW•G publishes, maintains, and provides access to Nationally Advertised Price (NAP) publicly at www.cdwg.com, as most other large national, co-operative contracts and public entities are structured in this manner. The benefit of using CDW•G's NAP is that it is available **24/7, publicly available and verifiable price schedule**, and AEPA members can feel confident that its pricing is both up-to-date and competitive.



IFB 022-G Technology Catalog

EXTENSION OF AGREEMENT

made by and between

CDWG (Vendor)

and

Cooperative Educational Services (Member)
2022-01-AG01-ALL (CES Contract No.)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

☒ Contract Term: March 1, 2023 – February 29, 2024

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature David Chavez Title Executive Director
Typed Name David Chavez Date February 1, 2023

Vendor ~~JH~~

Authorized Signature Brian Fisher Title Director, Program Management
Typed Name Brian Fisher Date Feb 16, 2023

Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
Typed Name _____ Date _____



City Council Action and Executive Summary

24-031

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	Adopted: September 18, 2023		
Drafter:	William "Bill" Hamm	Department:	Economic Development
Program:	Land Management and Real Estate Services	Line of Business:	Land Management and Real Estate Services
Title:	A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND STONE MASTERS, LLC AND APM, LLC FOR PURCHASE OF TWO PARCELS OF LAND TOTALING ONE (1) ACRE LOCATED AT 915 W AMADOR AND 921 W. AMADOR FOR THE PURCHASE PRICE OF FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$435,000) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312 AND AMEND THE CITY'S ADOPTED FY2024 BUDGET.		

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

PURPOSE(S) OF ACTION:

To approve the purchase of real property by the City of Las Cruces

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

This Resolution authorizes the City to purchase two (2) parcels of land located at 915 W. Amador and 921 W. Amador (the Property) from Stone Masters LLC and APM, LLC. The property is improved with a metal 5,000 square foot light industrial building which is included in the purchase. The property is legally described as Lot 5B, Amador Tracts, Replat No. 5 and Part of Lot 6, Amador Tracts Replat No. 1. The negotiated purchase is \$435,000.

In accordance with City and State regulations, the property was appraised by two local appraisers in July 2023. One appraiser concluded a value of \$437,000 while the other appraiser valued the property at \$435,000. Summaries of both appraisals are shown on Attachment "A".

On August 15, 2022 City Council approved the Master Plan for the future development and expansion of the Mesilla Valley Community of Hope campus. The Master Plan identified and recommended the acquisition of the two parcels by the City for parking expansion and utilization of the building for shared campus storage. The parcels are adjacent to the existing Mesilla Valley Community of Hope campus, as shown on Attachment "B".

The closing for the sale of the Property shall occur on a mutually agreeable date after the adoption of the proposed resolution authorizing the City's acquisition and completion of the City's due diligence. The proposed Resolution, if approved, will authorize the City Manager to sign the Purchase Agreement and any other required documents to purchase the property on the City's behalf.

SUPPORT INFORMATION:

[Exhibit "A" Real Estate Purchase Agreement](#)

Agenda Item #8.2.

[Exhibit "B" Fund Summary 2705](#)
[Attachment "A" Appraisal Summaries](#)
[Attachment "B" Vicinity Maps](#)

PLAN(S):

City Council Strategic Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

DOES THIS AMEND THE BUDGET?:

- ☒ Yes
- ☐ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT: 438,000	AVAILABLE AMOUNT: \$0	EXPENDITURE AMOUNT: \$438,000
---------------------------------	------------------------------	---

Funding Source(s):

20430051-80000 Funds are proposed to come from the Telshor Facility Fund 2705

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 property purchase at 915 W. Amador and 921 W. Amador for the amount of \$435,000 plus closing costs and amend the City's FY2024-25 budget.
2. Vote "No"; this will not approve the Resolution nor the property purchase of 915 W. Amador and 921 W. Amador and the owner will retain ownership of the property.
3. Vote "Amend"; this could modify the Resolution and would need further direction from Council to staff.
4. Vote "Table"; this will postpone consideration of the Resolution and would need further direction from Council to staff.

REFERENCE INFORMATION:

1. Resolution No. 23-021

RESOLUTION 24-031

A RESOLUTION APPROVING A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND STONE MASTERS, LLC AND APM, LLC FOR PURCHASE OF TWO PARCELS OF LAND TOTALING ONE (1) ACRE LOCATED AT 915 W AMADOR AND 921 W. AMADOR FOR THE PURCHASE PRICE OF FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$435,000) IN ACCORDANCE WITH PROVISIONS OF LCMC 1997, SECTION 2-1312 AND AMEND THE CITY'S ADOPTED FY2024 BUDGET.

The City Council is informed that:

WHEREAS, this Resolution authorizes the City to purchase two (2) parcels of land located at 915 W. Amador and 921 W. Amador (the Property) from Stone Masters, LLC and APM, LLC; and

WHEREAS, the property is legally described as Lot 5B, Amador Tracts, Replat No. 5 and Part of Lot 6, Amador Tracts Replat No. 1; and

WHEREAS, the negotiated purchase price is \$435,000; and

WHEREAS, the property was appraised by two local appraisers in July 2023; and

WHEREAS, one appraiser concluded a value of \$437,000 while the other appraiser valued the property at \$435,000 and summaries of both appraisals are shown on Attachment "A"; and

WHEREAS, On August 15, 2022, City Council approved the Master Plan for the future development and expansion of the Mesilla Valley Community of Hope campus and the Master Plan identified and recommended acquisition of the two parcels by the City; and

WHEREAS, the closing for the sale of the Property shall occur on a mutually agreeable date after the adoption of the proposed resolution authorizing the City's acquisition and completion of the City's due diligence; and

WHEREAS, the proposed Resolution, if approved, will authorize the City Manager to sign the Purchase Agreement and any other required documents to purchase the property on the City's behalf.

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

(I)

THAT the agreement attached hereto as Exhibit "A", between the City of Las Cruces and Stone Masters, LLC and APM, LLC, is hereby approved and that the City Manager is authorized to execute the agreement and any other documents necessary to finalize the purchase on behalf of the City.

(II)

THAT the budget adjustment as indicated in "Exhibit B", attached hereto and made part of this Resolution, is hereby approved.

(III)

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

Agenda Item #8.2.

DONE AND APPROVED this day of

APPROVED

ATTEST:

Moved by:

Seconded by:

AYES

NAYS

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT is entered into on this _____ day of _____ 2023, between the **City of Las Cruces**, a New Mexico municipal corporation ("**City**") and **Stone Masters Of New Mexico, LLC and APM, LLC, collectively as ("Sellers")**, whose address is 8086 Renoir Loop, Las Cruces, NM 88007 and

RECITALS

1. Sellers are the owners of the real property and improvements thereon as more particularly described in Exhibit "A," attached hereto and incorporated herein (the "Property").
2. Sellers desire to sell the Property to City.
3. City desires to purchase the Property for cash or certified funds.

NOW THEREFORE, for valuable consideration, the City and Sellers agree as follows:

TERMS AND CONDITIONS**1) Purchase Price.**

The purchase price for the Property shall be Four Hundred Thirty-Five Thousand Dollars (\$435,000.00) cash or certified funds, payable as follows:

- A. \$35,000 as an earnest money deposit with Las Cruces Abstract & Title Company upon signing of this Agreement by the parties. The earnest money is to be applied to the purchase of the Property at the Closing. If contract terminates prior to closing, the earnest money will be returned to City; and
- B. And \$400,000.00 in cash or certified funds at Closing.

2) Closing Date.

The "Closing" for the sale of the Property shall occur on a mutually agreeable date after the adoption of the resolution authorizing City's acquisition of the Property pursuant to the terms of this Agreement (the "Resolution") by the City Council pursuant to Section 2-1313. The City Council approval of the Resolution shall occur prior to the expiration of the inspection period (defined below). No closing can occur without the adoption of the Resolution authorizing the City's acquisition. Parties agree to set closing on or before September 1, 2023, which may be extended by the City if either inspection are incomplete, or the Resolution is not adopted.

3) Inspection Period.

A. The "Inspection Period" shall commence on the date of the City's execution of this Agreement (the "Acceptance Date") and shall end sixty (60) days from the Acceptance Date; provided, however, City shall be granted three (3) fifteen (15) day extensions of the Inspection Period. City will provide written notification of its intent to exercise any such extension option prior to the expiration of the Inspection Period including any applicable extensions thereof.

B. Sellers are required to disclose to City and adverse material defect known to Sellers about the Property. Within 15 days of an agreement, Sellers shall provide to City true, correct and complete copies, to the extent that they are in Seller's control or possession of the following: previously Prepared environmental audits and inspects , physical inspection reports , maintenance information, warranties , service and or other contracts, engineering reports, maintenance information, warranties, service and other contracts, engineering reports , hydrology reports, drainage information, grading information, soils reports, topography information, utility reports and information, building plans and specifications, certificates of occupancy, plats, prior surveys, site plans, tax assessments and tax bills for the past two (2) years, utility bills, governmental and quasi-governmental notices , a schedule of all lawsuits (except suits initiated by Sellers against tenants no longer occupying space at the property) pending or threatened related to the Property (including a summary of relevant facts, status of the action, parties, court and attorneys involved) , and such other information, notices, correspondence, agreements and other materials, if any, in Sellers possession related to the property.

C. Prior to the end of the Inspection Period, City may object in writing. In such event, City shall allow Sellers to cure any objections made in writing. City may terminate this Agreement if no cure is made or if the cure is unsatisfactory to the City at no cost to the City and will return of all earnest money. Sellers shall have the obligation, at Sellers's expense, to satisfy and remove at or before the Closing all monetary encumbrances disapproved by City. Regarding disapproval by City of items other than monetary encumbrances, within five (5) days of City's notice requesting Sellers's cure, Sellers shall provide notice to City of Sellers's proposed cure and the time period necessary for Sellers to effectuate the cure. If City agrees to Sellers's proposed cure, the Closing Date shall be extended, if necessary, consistent with the time period specified for the Sellers's cure. If City elects to terminate this Agreement, the Earnest Money, shall be delivered to City.

D. City shall review all the information regarding the Property provided by Sellers. In addition, during the Inspection Period, City may perform such other inspections and review such other information as reasonably desired by it. Such inspection, unless otherwise specified in this Agreement, shall be at City's sole expense. Such inspections and reviews may include, but are not limited to, physical inspection of the Property, environmental inspection of the Property, soil inspection, and review of governmental approvals and permits related to the Property zoning,

title, survey, service agreements, management contracts, leases, and financial information. After signing the Agreement, City or designated agents of City, may inspect the Property and conduct test deemed necessary by City at its expense; however, any damage to the Property will be repaired at City's expense promptly if this Agreement is terminated.

E. As soon as reasonably possible following the execution of this Agreement, Sellers shall furnish City a commitment of owner's policy of title insurance ("Commitment") for the Property together with full copies of all exceptions set forth therein, including but not limited to covenants, conditions, restrictions, reservations, easements, rights of way, assessments, liens and other matters of record. During the Inspection Period, City shall notify Sellers of its disapproval of any title discrepancies shown in the Commitment. Sellers will pay for the Title Commitment and Survey. Parties agree to use the existing Survey if approved by Title.

F. Sellers shall have until fifteen (15) days prior to the Closing to eliminate any valid exception(s) or reservations, except patent reservation(s) from the policy of title insurance to be issued in favor of City, and if not eliminated, then the earnest money deposit and accrued interest, in its entirety, shall be refunded, unless City elects to waive such condition. The policy of title insurance shall be a standard coverage policy in the amount of the total purchase price and shall be paid for by Sellers.

G. During the Inspection Period, City may disapprove the Property and/or any items related to the Property in its sole discretion. In such event, City shall give written notice to Sellers requesting that Sellers cure the items disapproved by the City. In the event this contingency or any other contingency to this Agreement has not been eliminated or satisfied within the time limits and pursuant to the provisions herein, and unless City elects to waive the specific contingency by written notice to Sellers, this Agreement shall be deemed null and void, the earnest money deposit and accrued interest, in its entirety, shall be promptly returned to City, and neither party shall have any rights or liabilities under this Agreement.

H. At Closing, Sellers shall execute and deliver a warranty deed conveying the Property to City, reserving and excepting therefrom any surface irrigation or supplemental ground water rights appurtenant to the Property; however, such appurtenant water rights shall be suspended and transferred by Sellers at their sole expense; and further subject to all patent reservations and to all other existing liens, encumbrances and other exceptions of record except those exceptions and reservations which are eliminated by Sellers pursuant to this Agreement; provided, however, the Property shall be delivered free of any monetary liens and encumbrances other than taxes and assessments not yet due and payable.

I. Sellers, to the best of their knowledge, represents and warrants to City as of the date of this Agreement and as of the date of Closing as follows: 1) Sellers are the sole owner of the Property and has the full right, power and authority to sell the Property to City as provided in this

Agreement; 2) Sellers are not aware of any unpaid liens or assessments, or items which could result in a lien, related to the Property; 3) the Property is not subject to any historical Property designation and/or development limitation; 4) no other party has any rights to possession of the Property; 5) no work has been performed which has not been paid for or which could give rise to any mechanic's or materialmen's lien being filed against the Property; and 6) no lawsuit or other claim is pending or threatened against Sellers (with respect to the Property or the terms of this Agreement) and/or the Property.

4) Lead-Based Paint (LBP)

If any part of this property is a RESIDENCE built before 1978, SELLERS MAY NOT ACCEPT AN OFFER FROM CITY UNTIL SPECIFIC DISCLOSURES REGARDING LBP HAVE BEEN MADE TO THE CITY. Additionally, both residential and certain commercial buildings built prior to 1978 are subject to the Lead Based Paint Renovation Repair and Painting Program (RRPP).

5) Costs, Fees, and Alternative Dispute Resolution.

- A. The Commitment of Title Insurance and the Title Policy Premium shall be paid by the Sellers; and all other closing costs will be split equally between the City and Sellers.
- B. Applicable real property taxes shall be prorated through the date of Closing based on the latest tax information available to the Title Company. Sellers shall pay all special assessments, standby charges, prorated charges and other similar charges and/or assessments, existing at the time of the Closing.
- C. Prior to the institution of any litigation, however, the parties have the contractual duty to, in good faith, attempt to resolve any controversy hereunder at the least possible expense using alternative dispute resolution. Should alternative dispute resolution fail and litigation be brought, if either party is found by a court to have breached this Agreement, the other party may recover its costs, including reasonable attorney fees.

6) Compliance with Code and Statutes.

The City has complied or will comply with the requirements of the Las Cruces Municipal Code and New Mexico State statutes and has or will obtain the authority to purchase the Property from Sellers.

7) Material Change.

No material change, as hereinafter defined, shall have occurred before the Closing with respect to the Property that has not been approved in writing by City. For purposes of this Agreement, "Material Change" shall mean a change in the

Agenda Item #8.2.

status of a use, occupancy, tenants, financial condition or physical condition of the property. In the event of a Material Change, City at City's election, may terminate this Agreement after receiving notice from Sellers of such Material Change. If City terminates this agreement, the Earnest Money and all interest accrued thereon shall be returned to the City.

Risk of Loss.

In the event of a damage or destruction of all or any portion of the property by wind, water, fire or other casualty, Sellers will promptly notify City of the nature and extent of such damage or destruction. In such event, City in its sole discretion, may either terminate this Agreement, negotiate a mutually acceptable reduction in the Purchase Price, obtain an assignment of insurance proceeds from Sellers or apply insurance proceeds received by Sellers as of the Closing to the Purchase Price. Prior to Closing, risk of loss with respect to the Property shall be on Sellers. After Closing, risk of loss with respect to the property shall be on the City.

9) Possession.

Possession of the Property will be released to City at Closing and keys shall be delivered by Sellers to City at the closing.

10) Counterparts, Amendments, invalidity & Entire Agreement.

This Agreement may be executed in one or more identical counterparts, and all counterparts so executed shall constitute one agreement which shall be binding on the parties. This Agreement cannot be amended except as agreed to in writing by the parties. If any provision of this Agreement is determined to be invalid, ineffective, inoperative, unenforceable, or contrary to law, all of the remaining provisions of this Agreement shall remain in full force in effect. This Agreement (including all exhibits and addenda) and Disclosure Statements covering the property constitute a fully integrated document and represent the entire understanding and agreement between City and Sellers regarding the Property. All prior discussions, events, or representation, warranties and agreements regarding the Property are hereby superseded and replaced by this Agreement. The parties to this agreement affirm that the terms and provisions of this Agreement accurately reflect their intent. All exhibits and addenda to this Agreement are incorporated into this agreement as operative provisions.

11) Successors and Assigns.

This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Neither party may assign this Agreement or duties hereunder without the express written consent of the other party which consent shall not be unreasonably withheld.

12) Termination.

This Agreement shall be terminated on the closing date for sale of the Property, unless either party terminates the Agreement prior to that date per the provisions of this Agreement. The City will be responsible for any additions, personal projects, and taxes on the Property from date of closing and thereafter. Sellers will be responsible for any said taxes prior to the closing date.

13) Foreign Sellers.

The foreign investment real property Tax Act of 1980 (FIRPTA) requires buyers who purchase real property from foreign sellers to withhold fifteen percent (15%) of the amount realized from the sale of the real property for remittance to the Internal Revenue Service (IRS). In the event the seller is NOT a foreign person, FIRPTA requires the buyer to obtain proof of the seller's non foreign status in order to avoid withholding requirements. Exceptions may apply. Prior to or at closing, Sellers shall provide to City or to a qualified substitute (generally, the title company) either a Non-Foreign Seller's affidavit(s) OR a letter from the IRS indicating Sellers are exempt from withholding. In the event Sellers fail to do so, City shall have the right to withhold fifteen percent (15%) of the amount realized from the sale of the Property for the remittance to the **IRS**.

14) Governing Law and Venue.

This agreement is to be construed in accordance with and governed by the internal laws of the State of New Mexico without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Mexico to the rights and duties of the parties. Each party hereby irrevocably consents to the jurisdiction and venue of the state and federal courts located in the county in which the Property or any portion of the Property is located in connection with any claim, action, suit or proceeding relating to this Agreement and agrees that all suits or proceeds relating to this Agreement shall be brought only in such courts.

15) Notice.

All notices given pursuant to or in connection with this Agreement shall be made in writing and posted by certified mail, postage prepaid, to the City of Las Cruces, Attn: City Attorney, P.O. Box 20000, Las Cruces, NM 88004; and to Peter Akel, registered agent of Stone Masters, LLC and APM, LLC, 8086 Renoir Loop, Las Cruces, NM 88007 or to such address as requested by either party. Notice shall be deemed to be received on the fifth day following posting.

IN WITNESS WHEREOF, the parties have signed this Agreement of the date first written above.

City of Las Cruces

By:

Ifo Pili, City Manager

Stone Masters of New Mexico, LLC & APM, LLC

BY:

Peter Akel
Peter Akel

Peter Akel, Registered Agent of Stone Masters, LLC & APM, LLC

APPROVED AS TO FORM:

[Signature] *for JV* *9/12/22*
City Attorney

CITY OF LAS CRUCES
BUDGET ADJUSTMENT REQUEST
BUDGET FISCAL YEAR 2023-24

Exhibit "B"

	2705 TELSHOR FACILITY 2023-24			
	Original Budget	Amended Budget	Req. Adjustment	Adjusted Budget
RESOURCES				
Beginning Balance	\$ 45,111,761	45,111,761	0	45,111,761
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	\$ 45,111,761	45,111,761	0	45,111,761
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	3,018,000	3,018,000	438,000	3,456,000
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	0	0	0	0
Quality of Life	0	0	0	0
Public Works	0	0	0	0
Total Expenditures	\$ 3,018,000	3,018,000	438,000	3,456,000
Other Resources				
Operating Transfers In	0	0	0	0
Operating Transfers Out	(870,618)	(870,618)	0	(870,618)
Total Other Resources	\$ (870,618)	(870,618)	0	(870,618)
Accrual Adjustments	0	0	0	0
ENDING BALANCE	\$ 41,223,143	41,223,143	(438,000)	40,785,143

APPRAISAL REPORT

915 & 921 W. Amador Avenue
Las Cruces, NM
PO#: 24200339



Prepared for:
Bill Hamm
Real Estate Manager
Economic Development Department
City of Las Cruces
Las Cruces, New Mexico 88001

Date of Value: July 18, 2023
Date of Report: July 20, 2023

MILLER APPRAISAL GROUP

Real Estate Appraisers and Consultants

Don Miller, MAI
State Certified General - New Mexico
New Mexico Certificate #397-G
delamiller@zianet.com

PO Box 1042
Mesilla Park, New Mexico 88047
(575)640-3500

July 20, 2023

City of Las Cruces
Economic Development Department
Real Estate Manager
Las Cruces, New Mexico 88001
Attn.: Bill Hamm

Re: Real Estate Appraisal
915 & 921 W. Amador Avenue
Las Cruces, New Mexico
PO #: 24200339

Dear Mr. Hamm:

At your request, I have completed an appraisal and am pleased to submit this appraisal report on the above referenced property for the purpose of estimating the “as is” market value for the subject property referenced above and identified and described further in the following pages. It is understood the intended use of the appraisal report is to assist The City of Las Cruces, Economic Development Department, our client, with the valuing of the real estate for asset management and/or decision making, which may include establishing a purchase price. The effective date of this appraisal is the date of my last on-site inspection, which was July 18, 2023.

This is an **Appraisal Report**, which has been written in compliance with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice (USPAP). Additional Contingent and Limiting Conditions, as well as any Special Instructions, Extraordinary Assumptions, and/or Hypothetical Conditions affecting this report can be found starting on page 51.

This appraisal is prepared in accordance with the standards and reporting requirements of USPAP as promulgated by the Appraisal Standards Board of the Appraisal Foundation, the Appraisal Institute, and appropriate state laws, regulations, policies, and procedures. Furthermore, in accordance with prior agreement between the client and the appraiser, this report is in compliance with the minimum **Scope of Work** as outlined in the engagement letter.

This report is made following my on-site inspection, measuring and inspection of the improvements, and an investigation into recent pertinent market information including sales and leases of properties exhibiting physical, locational, and economic characteristics judged to be similar to the subject.

915 & 921 W. Amador Avenue
Las Cruces, New Mexico

After considering the merits of the data and information provided within this report and/or contained within our files, and the application of conventional appraisal approaches, I estimate the **“As Is” Market Value** of the subject property (real estate only), as of July 18, 2023, to be:

FOUR HUNDRED THIRTY SEVEN THOUSAND DOLLARS
\$437,000

Retained in our files are field notes, drawings, maps and work papers upon which, in part, my opinions were based. If you have any questions, or if I can be of further service, please call me. Thank you for this opportunity to be of service.

Cordially,

MILLER APPRAISAL GROUP



Donald E. Miller, MAI
Certified General Appraiser
Certificate No: 397-G, NM

**APPRAISAL OF
915 & 921 AMADOR
LAS CRUCES NEW MEXICO 88001**

JULY 28, 2023

**FOR
CITY OF LAS CRUCES
WILLIAM R. HAMN
LAND AND REAL ESTATE MANAGER
PO BOX 20000
LAS CRUCES, NEW MEXICO 88004**

**BY
LEE MORRIS
MORRIS APPRAISAL SERVICES INC.
PO BOX 1119
LAS CRUCES, NM 88004**

MORRIS APPRAISAL SERVICES, INC.

SPECIALIZING IN RURAL, FARM AND RANCH PROPERTIES

LEE MORRIS
State Certified – New Mexico
General Certificate #02932
Federal Tax ID #26-

PO Box 1119.
LAS CRUCES, NEW MEXICO 88004
(575) / 636-2003

July 28, 2023

City of Las Cruces
William R. Hamm
Land and Real Estate Manager
PO Box 20000
Las Cruces NM 88004

CLC PO# 24200934

Dear Mr. Hamm:

In accordance with your request, I have made an appraisal of the property identified as 915 & 921 Amador. Doña Ana County parcel ID#'s; R0230086, & R0230085. A commercial building on 2 lots with a total of 43,560 SF+/- of land located in the west central part of Las Cruces. This appraisal is completed "AS-IS".

While making this appraisal, I made a detailed inspection of the subject property and gathered data on the sales of the comparable properties. The specific use of this data is more fully shown in the body of this report of which this letter is a part.

Therefore, by reason of my research of the current market, and by virtue of my experience, I have formed the opinion that the market value of the fee simple interest in the property identified as 915 & 921 W Amador. as of date of this report was, **\$435,000.00**

FOUR HUNDRED THIRTY-FIVE THOUSAND DOLLARS.

915 & 921 W. Amador
CLC 2023

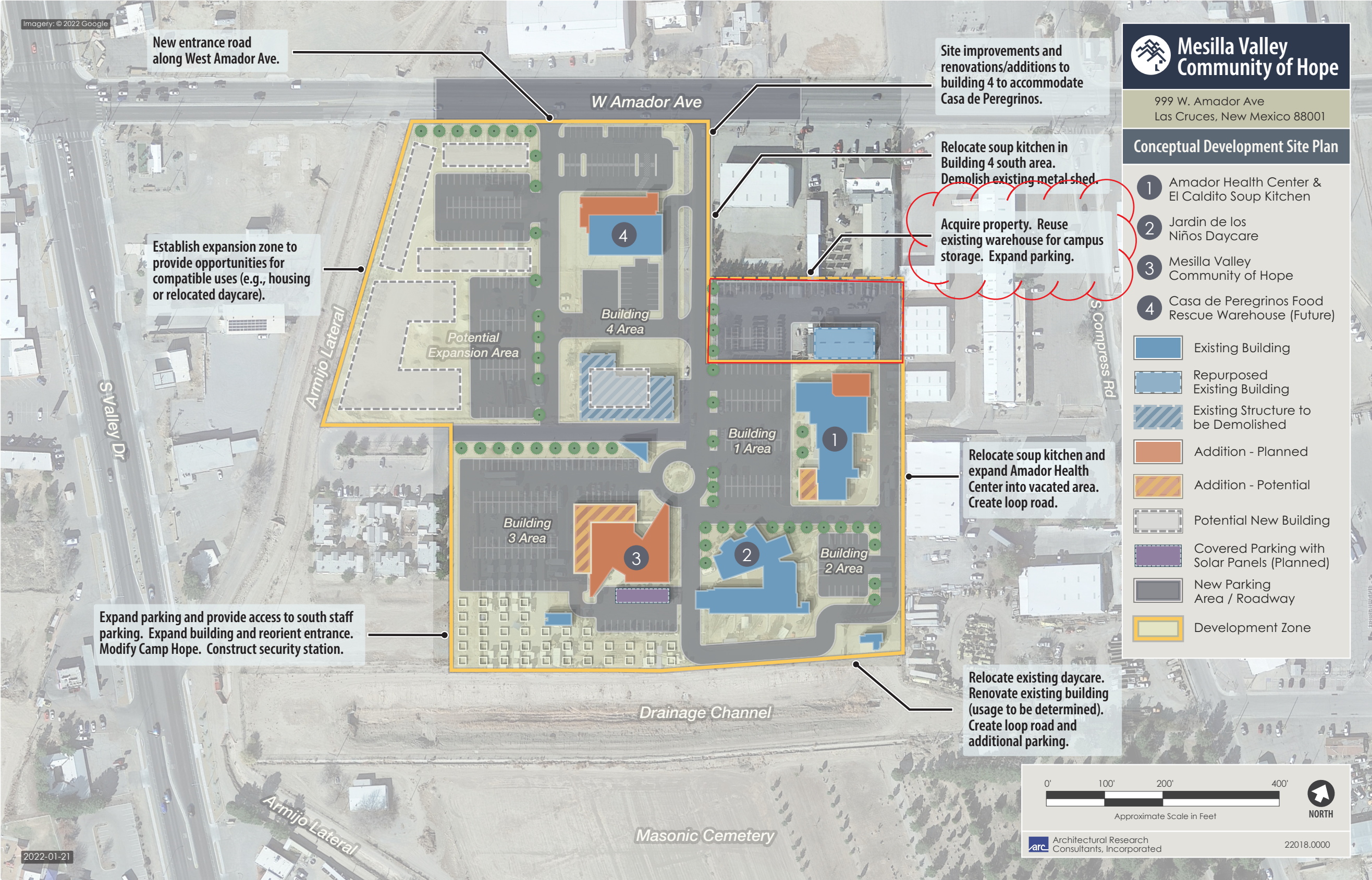
Agenda Item #8.2.

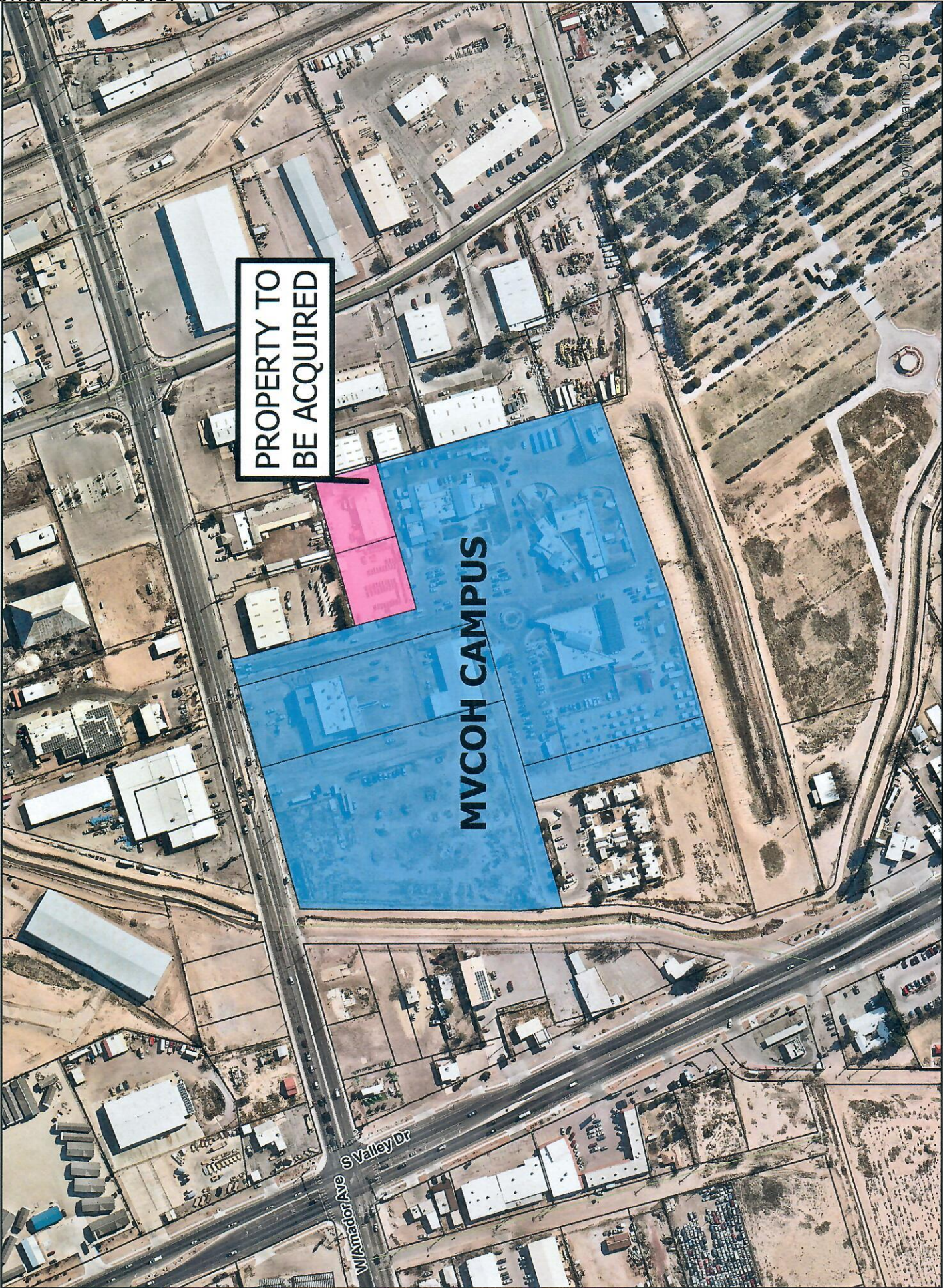
I invite your attention to the data, analysis, and conclusions that follow. I appreciate this opportunity to perform this work for you and the City of Las Cruces.

Respectfully submitted

A handwritten signature in blue ink, appearing to read "Lee Morris, MNAA.", is shown on a light blue background.

Lee Morris, MNAA
NM General Certificate #02932







City Council Action and Executive Summary

24-032

Type of Action:
☒ Resolution
☐ Ordinance
☐ TIDD Resolution

District:	☐ 1 ☐ 2 ☐ 3 ☒ 4 ☐ 5 ☐ 6 ☐ N/A		
1st Reading:	Adopted: September 18, 2023		
Drafter:	Ray Burchfield	Department:	City Manager's Office
Program:	Housing & Neighborhood Services	Line of Business:	Housing & Neighborhood Services
Title:	A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND CASA DE PEREGRINOS (CDP) FOR THE MESILLA VALLEY COMMUNITY OF HOPE (MVCH) CAMPUS SOLAR POWER PROJECT.		

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

PURPOSE(S) OF ACTION:
Approve CDBG Agreement.

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:
The City of Las Cruces (City) has received program funds from the United States government under Title I of the Housing and Community Development Act of 1974 which created the Community Development Block Grant (CDBG) Program. The CDBG Program provides the City the opportunity to administer a federally funded program in accordance with the goals of the City's 2021-2025 Consolidated Plans which address low-income areas and residents' community development needs.

On May 1, 2023, City Council approved Resolution No. 23-122, thereby adopting the Program Year 2023 Action Plan. The 2023 Action Plan outlines how the City's CDBG funds will be spent. The 2023 Action Plan allocated \$200,000 in CDBG funding to Casa de Peregrinos (CDP) for this project. The Mesilla Valley Community of Hope has been awarded \$200,000 from the U.S. Dept. of Energy in an Energy Efficiency grant for this project as well.

CDP operates the Food Rescue & distribution program in Las Cruces, New Mexico on the Mesilla Valley Community of Hope campus. This project will install solar powered shade structures in the parking lot and will help reduce the high cost of electricity for the agencies.

In order to comply with CDBG regulations a CDBG agreement and a Land Use Restriction Agreement between the City and CDP, as shown in Exhibit "A," is required to be executed.

SUPPORT INFORMATION:
[Exhibit "A" CDBG Agreement CDP Solar](#)

PLAN(S):

Agenda Item #8.3.

City Council Strategic Plan, Other, Department Strategic Business Plan, 2021-2025 Consolidated Plan, Elevate Las Cruces

COMMITTEE/BOARD REVIEW:

None

DOES THIS AMEND THE BUDGET?:

- ☐ Yes
- ☒ No

BUDGET / FISCAL IMPACT:

BUDGETED AMOUNT:	AVAILABLE AMOUNT:	EXPENDITURE AMOUNT:
\$200,000.00	\$200,000.00	\$200,000.00

Funding Source(s):
Community Development (FUND 2000) 20430002-801000-23032

Overall Budget Impact:
Funding is budgeted for FY2024

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 approve the CDBG grant agreement between the City and CDP.
2. Vote "No"; this will not approve the Resolution and will not approve the CDBG grant agreement.
3. Vote to "Amend"; this would modify the Resolution based on City Council's direction and then vote "Yes" on the amended Resolution.
4. Vote to "Table"; this would delay the Resolution and would require further direction from City Council.

REFERENCE INFORMATION:

Resolution No. 23-122

RESOLUTION 24-032

A RESOLUTION APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN THE CITY OF LAS CRUCES AND CASA DE PEREGRINOS (CDP) FOR THE MESILLA VALLEY COMMUNITY OF HOPE (MVCH) CAMPUS SOLAR POWER PROJECT.

WHEREAS, the City of Las Cruces (City) has CDBG program funds from the U.S. Department of Housing and Urban Development under Title I of the Housing and Community Development Act of 1974, which created the Community Development Block (CDBG) Program; and

WHEREAS, the CDBG Program provides the City the opportunity to administer these federal funds in accordance with the City's adopted Consolidated Plan to address community development needs in low-income area or for low-income residents; and

WHEREAS, on May 1, 2023, the Las Cruces City Council approved Resolution No. 23-122, adopting the 2023 Action Plan, which outlined how CDBG funds will be expended; and

WHEREAS, the 2023 Action Plan allocated \$200,000.00 in CDBG funds to CDP for the MVCH Campus Solar Power project; and

WHEREAS, in order to comply with CDBG regulations, a CDBG grant agreement between the City and CDP is required to be executed.

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

(I)

THAT the CDBG grant agreement between the City of Las Cruces and the Casa de Peregrinos, as shown in Exhibit "A," attached hereto and made a part of this Resolution, is hereby approved.

(II)

THAT the Assistant City Manager as the official representative of the City, in accordance with Resolution 21-147, is hereby authorized to execute the CDBG Grant Agreement with CDP on the City's behalf.

(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

APPROVED

Mayor

ATTEST:

City Clerk

Moved by:

Seconded by:

AYES

NAYS

EXHIBIT "A"

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT BETWEEN
THE CITY OF LAS CRUCES AND CASA DE PEREGRINOS (CDP) FOR THE SOLAR
POWER IMPROVEMENT PROJECT**

THIS AGREEMENT is entered into this ____ day of August, 2023, between the City of Las Cruces, a New Mexico municipal corporation with a principal mailing address of P.O. Box 20000, Las Cruces, New Mexico 88004 (hereinafter called the "City") and Casa de Peregrinos (CDP), a non-profit agency, whose mailing address is 999 W. Amador Ave., Building 1., Las Cruces, New Mexico 88005 (hereinafter called the "Sub-recipient"), under CDBG Grant Number **B-23-MC-35-0002**.

WHEREAS, the City has received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, Title 24 of the Code of Federal Regulations (CFR) and Catalogue of Federal Domestic Assistance No. 14.218; Munis Project #20430002 -801000-23032; IDIS Activity #1335.

WHEREAS, the City will have performed all the steps necessary to obtain U.S. Department of Housing and Urban Development (HUD) approval of the City's 2021-2025 Consolidated Plan, including the 2023 Action Plan, approved by City Council Resolution R-23-122, which includes funding for this project in the amount of **\$200,000.00** for FY 2024; and

WHEREAS, the City wishes to engage the Sub-recipient to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. National Objectives

The Sub-recipient certifies that the activities it carries out with funds provided under this Agreement will meet the CDBG Program's National Objective (check one):

____ In accordance with 24 CFR 570.208 (a) (1) of benefiting all census blocks with the highest proportion of low and moderate persons, specifically census tract: block group(s) of ____ (i.e. Area Benefit); or

____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (A), of benefiting clientele who are generally presumed to be principally low and low-moderate income persons in specific presumed groups, singularly or in combination of categories approved by the City and qualifying under this Section. Presumed benefit group to be served: severely disabled adults (i.e. Presumed Benefit); or

____ In accordance with 24 CFR Part 570.208 (a) (2) (i) (B) of benefiting low/moderate income persons by requiring information on family size and income so that at least 51 percent of the clientele are low and moderate income families, but only low and moderate income families will be qualified for the CDBG funds (i.e. Low/Mod Limited Client, Income Verification Required); or

___ In accordance with 24 CFR Part 570.208 (a) (2) (i) (C) have income eligibility requirements which limit the activity exclusively to low- and moderate-income persons, (i.e. Low-Mod Income Clientele, Income Verification Required, Exclusive Activity): or

X In accordance with 24 CFR Part 570.208 (a) (2) (i) (D) be of such nature and be in such location that it may be concluded that there is presumed benefit and the activity's clientele will primarily be low and moderate income persons. The nature and location of the activity must be officially documented by the City in advance of services (i.e. nature and location).

___ In accordance with 24 CFR Part 570.208 (a) (3) Housing activities: An eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households.

B. Activities

The Sub-recipient will benefit from the Solar Improvement project and agrees to complete the project in a manner satisfactory to the Grantee and consistent with any standards that comply with HUD regulations and City/State requirements required as a condition of providing these funds. The CDBG program is regulated by 24 CFR part 570, and the Sub-recipient hereby agrees to complete the approved project activity in compliance with these regulations.

The program will include the following activities eligible under the Community Development Block Grant Program:

1. Program Description:

The program includes: the construction of Solar Shade Structures in the parking lots at 999 W. Amador Ave., in the City of Las Cruces. The scope of activity includes design, contract procurement, construction and management oversight, completion, and all reporting requirements. The renovated spaces (hereinafter known as the "premises"), are intended to be used by the Sub-recipient in a manner that complies with HUD CDBG Regulations at Sections 570.201(c), and any other Grantee requirements specified herein.

The total project cost is estimated to be \$400,000.00. The CDBG Grant will be used as match funding and, the project will be managed by the City's Facilities Department due to this being a City owned property. There is an additional grant from the U.S. Department of Energy in the amount of \$200,000 for the project.

2. Program Type: Public Facility Improvements

Program Title: Solar Improvement project

3. Program Management: The program will be managed by the City's Facilities Management. This will include procurement and all construction management and management of funds.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Sub-recipient acknowledges that funds will be disbursed for eligible expenses in conjunction with the project and agrees to provide the following level of program services during PY 2023:

Activity

CdP operates the Food Bank for Las Cruces, NM. In 2020, CdP served over 4.2 million pounds of food, while serving over 30,000 unduplicated clients in 2019. This new facility will allow for significant increase in services for the hungry in Las Cruces, NM.

D. Staffing

The program grant will be managed by the Executive Director of the Subrecipient. Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The City will monitor the performance of the Sub-recipient against goals and performance standards required herein. The Sub-recipient is expected to complete the project within eighteen months from the date of the execution of the agreement. Substandard performance as determined by the Grantee, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures may be initiated.

II. TIME OF PERFORMANCE

A. Term of the Agreement

This Agreement shall start on the Effective date of this Agreement which is the date of the last person to sign or the date on which the United States Department of Housing and Urban Development releases funds to the City for Grant B-23-MC-35-0002, whichever is later. The period of performance will continue for Eighteen (18) months after the Effective date of the Agreement.

B. Eligible Payment Period

All eligible expenses and purchases approved by this Agreement and incurred during the grant period beginning from the effective date of this agreement and 18 months thereafter are eligible for payment. The term of this Agreement and the provisions herein shall not be extended unless deemed necessary by the grantee, which is managing the project. Such an extension may be granted by the City's Economic Development Director or his designee, provided that such an extension is for cause beyond the Sub-recipient's control, and in accordance with the same terms and conditions of the original agreement. All other extensions or changes in scope, performance, or approved responsibility to this Agreement shall be by the City's governing body and the Sub-recipient in writing.

III. BUDGET

Sub-recipient is required to expend funds in a timely manner. Sub-recipient should expend 100% of the funds within 18 months of the Agreement Start date. Funds that are not expended by the end of the term of the Agreement will be held by the City and will not be available to the Sub-recipient.

Payments will be made for the line items listed below:

EXPENDITURE CLASSIFICATION	DESCRIPTION OF ITEM	APPROVED BUDGET
PY2023 CDBG	Solar Panel Power project, including design, procurement, construction, & materials.	\$200,000.00
	TOTAL	\$200,000.00

A detailed description of each line item above may be requested of the Sub-recipient as a condition of contract execution and will be included as Attachment F.

Detailed description requested: ☐ Yes ☒ No

If necessary, up to 25% of the total funding of the grant may be moved within already approved line item categories during the course of the grant. All changes to approved budget lines will require written requests for change, to be submitted on the provided Budget Line Item Revision Request by the Sub-recipient. Any budget changes must be limited to comply with the administrative scope of the program/project as defined by Part I, Scope of Service of this Agreement and the line items listed in this section. Adjustments between the individual line items above may be approved by the Housing and Neighborhood Services Manager or his designee. All other adjustments or amendments in excess of 25% or any change to the scope must be approved by the Las Cruces City Council and the Sub-recipient in writing, excluding the adjustments between budget line items.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **\$200,000.00**. The payment of eligible expenses shall be made for only the line item budgets specified in Section III herein and in accordance with the scope of service. Payments are contingent upon adherence to all administrative requirements as specified in Section VII of this Agreement.

The Grantee shall disburse grant proceeds for approved budget items only after the Grantee has approved the project plans, reviewed and approved of both procurement and contracting award procedures, and ascertained that all the necessary and proper permits have been obtained by the recipient at each phase prior to the beginning of construction. Other documents may be needed during construction specified in writing by the Grantee to the Sub-recipient. Notwithstanding anything in this Agreement, the Grantee also reserves the right to

request and approve documentation supporting any requests for disbursement to verify reasonableness and validity of such costs and the Sub-recipient's budget may be modified by the Grantee accordingly. Funds expected to be spent during the last 30 days of the grant will be presented for payment consideration to the Grantee within 60 days of the end of the grant period. Any funds that are not expended by the end of the 60-day period after the end of the grant will be held by the Grantee and not be available to the Sub-recipient, unless an Agreement extension is approved in accordance with Section II, (B).

V. NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

CITY	SUB-RECIPIENT
Raymond Burchfield, Neighborhood Programs Specialist Housing and Neighborhood Services City of Las Cruces P.O. Box 20000 Las Cruces, NM 88004 Phone: (575) 528-3094 E-mail: rburchfield@las-cruces.org	Lorenzo Alba, Jr., Executive Director Casa de Peregrinos, Inc. 999 W. Amador Ave., Ste F Las Cruces, NM 88005 Phone: (575) 532-5542 E-mail: lo.alba.jr@gmail.com

VI. GENERAL CONDITIONS

A. General Compliance

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, State and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, nor shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an "independent contractor."

C. Hold Harmless

The Sub-recipient agrees to defend, indemnify and save harmless the City and its officers, agents and employees from any and all suits, actions and claims of any character brought

because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from negligence of the Sub-recipient under this Agreement; however, this hold harmless clause shall not extend to liability, claims, damages, losses or expenses, including attorney fees arising out of:

1. The preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specification by the City, or its agents or employees; or
2. The giving of or failure to give directions or instructions by the City, or its agents or employees, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property.

In the event the City, or its officers, agents or employees actively participate in such negligence, (a) the Sub-recipient is relieved of its obligation to defend the City, and (b) the Sub-recipient's obligation to indemnify and save harmless is limited to the amount representing the Sub-recipient's comparative share of negligence as between the Sub-recipient and the City.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

All Sub-recipients located within or providing services within a City of Las Cruces-owned facility are required to include the City as an additional insured with the same coverage as the Sub-recipient on the Sub-recipient's liability insurance policies.

The Sub-recipient shall comply with the bonding and insurance requirements of 2 CFR Part 200, Subpart D, Post Federal Award Requirements, Procurement Standards.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantor agency in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support, provided herein, in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend the budget, scope of work, or this Agreement at any time, provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the City's governing body except as provided in Section III. Such amendments

shall not invalidate nor relieve or release the City or Sub-recipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of the Agreement, such modifications will be incorporated only by a written amendment signed by both City and Sub-recipient.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the approved Scope of Service may only be undertaken with the prior approval of the City. In the event of any termination for convenience in accordance with 2 CFR 200.339, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Sub-recipient under this Agreement shall become the property of the City, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

In accordance with 2 CFR 200, Subpart D, Remedies for Noncompliance, the City may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Sub-recipient ineligible for any further participation in the City's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Sub-recipient is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said Agreement's funds or such amount that the City may determine as appropriate. Such suspension will last until such time as the Sub-recipient is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Sub-recipient agrees to comply with 2 CFR Part 200, Subpart D, Financial Program Management, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred. The Sub-recipient shall administer its program in conformance with 2 CFR part 200.

B. Applicable Laws

The Sub-recipient shall comply with all applicable federal, state and local laws, rules, and regulations dealing with property rehabilitation and quality standards whether they are presently or subsequently promulgated. The Sub-recipient agrees to comply with any and all CDBG regulations, as amended from time to time whether set forth herein or not and agrees to execute or amend documents as necessary to be in compliance forthwith. The Sub-recipient shall also comply with all other applicable federal, state or local statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the City's

Agenda Item #8.3.

Municipal, Building and Zoning Codes and the New Mexico State Environmental Requirements for rehabilitation of offices and community services spaces.

C. Documentation and Record-Keeping

1. Records to be Maintained

As applicable, the Sub-recipient shall maintain all records required by Federal regulations, State law, local ordinances and City requirements that are pertinent to the activities to be funded under this Agreement, including 24 CFR Part 570 and 2 CFR Part 200. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken and demonstrating that each activity undertaken meets one of the National Objectives of the CDBG Program;
- b. Records necessary to determine the eligibility of activities;
- c. Records documenting compliance with the fair housing and equal opportunity components of the CDBG Program in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973;
- d. Financial records as required by 24 CFR Part 570.502 and 2 CFR Part 200, Subpart , Financial and Program Management;
- e. Other records necessary to document compliance with 24 CFR 570 Subpart K;
- f. Records of the ethnicity, race, gender and disability status of all eligible clients;
- g. For those Sub-recipients not covered by 24 CFR part 570.208 (a) (2) (i) (A) or (D), disclosure of family income, individual income, annual income and as adjusted income.

2. Required Documents for Regular City Submissions:

REPORTS and/or DOCUMENTATION	SUBMITTED TO CITY	RETAINED N CLIENT FILES
Client Verification (Intake) Forms		
Verification of Las Cruces residency		
Monthly Expenditure Report	X	
Client List		
Monthly Summary Progress Report	X	
Monthly Request for Payment w/back-up documentation	X	
Final (Annual) Report	X	

3. Retention and Inspection of Records

- a. The Sub-recipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. Notwithstanding the above, if there is

litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

- b. The Sub-recipient agrees to include in first-tier subcontracts under this agreement, a clause substantially the same as paragraph (a) above, "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.00

The periods of access and examination in paragraphs (A) and (B) above for records relating to appeals, litigation or settlement of claims arising from the performance of the contract to which the City, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigations, claims, or exceptions.

4. Close-Outs

The Sub-recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, submission of Final Report, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

5. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

One copy of the Sub-recipient's reporting package shall be submitted to the City 30 days after receipt of an auditor's report or 9 months after the end of the audit period, whichever occurs first. The reporting package shall include:

1. Financial statement,
2. Schedule of prior year audit findings,
3. Auditor's report, and
4. Corrective action plan that addresses each audit finding.

Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Sub-recipient

hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Sub-recipient audits, and 2 CFR 200 subpart F (Audit Requirements for Federal Awards), as applicable.

D. Reporting and Payment Procedures

1. Program Income

In accordance with 24 CFR 570.504, no program income is anticipated by this Agreement by the Sub-recipient. If such program income is collected/awarded, said program income shall be paid to the City.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The City will make all payments under this program directly to the contracted vendors consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the project, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance funds and program income balances available (if any) in Sub-recipient accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Sub-recipient.

4. Monthly Reports

The Sub-recipient shall submit regular Progress Reports by the 15th of each month even if there is no monthly billing. For reports with no payment requested, an indication shall be made in writing "no billing for this month."

E. Procurement

1. Compliance

The City shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. Standards

The City shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 Subpart D, Procurement Standards (200.213 – 200.326) and shall subsequently follow 2 CFR part 200 Subpart D, Property Standards (200.310 – 200.316), Property Management Standards, as modified by 24 CFR 570.502 (b) (6) covering utilization and disposal of property.

3. Travel (Check one)

The Sub-recipient shall obtain written approval from the City for any travel outside the State of New Mexico, excepting El Paso County, Texas, with funds provided under this agreement.

 X Travel is NOT included as part of this Agreement.

F. Use and Reversion of Assets

Upon expiration of this Agreement, the Sub-recipient shall transfer to the Grantee any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. The Grantee and Sub-recipient and Grantee hereby acknowledge that the real property under the Sub-recipient's control that has been acquired or improved in whole or in part with CDBG funds meets the national objective criteria at §570.208 (2), Limited Clientele Activities.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964, as amend; Title VIII of the Civil Rights Act of 1968, as amended; Section 104 (b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Non-discrimination/EEO-AA Statement

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable. Attachment "C" Certification is required of all Sub-recipients as part of the entire Agreement.

3. Land Covenants/ Land Use Restriction Agreement

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the

United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate. See Attachment "A" of this agreement and made a part hereof.

4. Drug-Free Workplace

The Sub-recipient shall maintain a drug-free workplace and so place signs in appropriate places indicating such to clients, staff, and applicants. See Attachment "B" of this agreement and made a part hereof.

5. Section 504

The Sub-recipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally assisted program.

6. Americans with Disabilities Act.

a. Contracts to Conduct Programming

The Sub-recipient shall ensure that all programs, services and activities are accessible to and useable by persons with disabilities in accordance with the Americans with Disabilities Act, including but not limited to, equal opportunity to participate and benefit, equally effective communication for persons with speech, hearing or cognitive disabilities, integrated seating and the provision of reasonable modifications and/or accommodations and to maintain, and provide to the City upon request, a record of all such requests received, granted and/or denied and the reason for any denials.

b. Operational Duties and Responsibilities

The Sub-recipient shall post one or more signs containing facility hours, rules, warning signs and emergency telephone numbers, anti-drug policy, EEO, New Mexico Workforce and Fair Housing Posters as appropriate. The Sub-recipient shall make such postings available in alternate formats upon request. The Sub-recipient shall adhere to the City of Las Cruces Communication Policy when publicizing events, activities, programs or services.

c. Bid Specifications for Products, Design and/or Construction

The Sub-recipient shall insure all proposed products, services, or activities contained as a part of this Agreement comply with the requirements of the Americans with Disabilities Act and ADAAG requirements, ANSI Accessibility Guidelines and NMBC Accessibility Requirements (when applicable) to ensure accessibility to persons with disabilities.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees to be committed to and carry out the City's specifications pursuant to an Affirmative Action Program (AAP) in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. Each Sub-recipient must have an Affirmative Action Plan/Program filed with the City within 30 calendar days of the signing of this Agreement or certify that there is an AAP on file with the City from another activity undertaken by the Sub-recipient within the last five (5) years. State the activity:

If the Sub-recipient does not have an AAP, it must develop one. The Sub-recipient shall develop and submit a plan for approval within 60 calendar days of the signing of the Agreement.

2. Women/Minority Business Enterprises

The Sub-recipient will use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, a "minority group members" are African--Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own Sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous, easily accessible places available to employees and applicants for employment.

5. Sub-contract Provisions

If the Sub-recipient decides to sub-contract part of the scope of work in this Agreement, it must get prior written authorization from the City. The Sub-recipient also must include the provisions of Attachment "C" (Equal Employment

Opportunity/Affirmative Action Clause) of this agreement made a part hereof, 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.

Additionally, the Sub-recipient will include the Section 3 Clause, in any sub-contract and will take appropriate action pursuant to the sub-contract upon a finding that the sub-contractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not sub-contract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not execute any sub-contract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

The Sub-recipient shall furnish and cause each of its own sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

1. Approvals

The Sub-recipient shall not enter into any sub-contracts with any agency or individual in the performance of this Agreement without the written consent of the City, prior to the execution of such agreement.

2. Monitoring

The Sub-recipient will monitor any sub-contracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance. These reports will be submitted to the City within 45 calendar days of completed correction of the non-compliance matter.

3. Content

The Sub-recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any sub-contract executed in the performance of this Agreement.

4. Selection Process

The Sub-recipient shall undertake to insure that any sub-contracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all sub-contracts shall be forwarded to the City along with documentation concerning the selection process.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient 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.

2. Labor Standards

- a. The Sub-recipient shall comply with all applicable provisions of the Davis-Bacon Act (40 U.S.C. 201, et. Seq.) and it's implementing labor regulations at 29 CFR Part 5. The Sub-recipient shall also comply with the Contract and Work Hours and Safety Standards Act (40 U.S.C. Section 327-332), Fair Labor Standards Act (29 U.S.C. 201, et seq.) and other Federal laws and regulations pertaining to labor standards and HUD Handbook 1344.2, as applicable.
- b. The Sub-recipient shall ensure that the Federal Labor Standards Provision, HUD form 4010, is included in the Bid Documents.
- c. During the duration of construction, the Grantee will conduct at least 2 employee interviews monthly and include them with each request for payment to the Grantee.
- d. The City will be responsible for the collection of the Certified Payrolls from the Prime Contractor. If there are any Sub-Contractors, it is the responsibility of the Prime Contractor to collect all Certified Payrolls and to deliver them to the Grantee. These payrolls are due no later than 1 week after an employee is paid for a given pay period.
- e. When the Grantee receives a pay request from the Prime Contractor, and before payment is made, the Grantee will evaluate for work completed, and ensure Davis Bacon compliance through the Certified Payrolls. At that time, the Grantee, after certifying that the Contractors are in compliance with the Davis Bacon Act will attach the Davis Bacon Compliance Certification form to the pay request. At this time payment can be made to the Prime Contractor. This process is necessary to ensure contractor compliance with the Davis Bacon Act.

2. "Section 3" Clause

The Sub-recipient hereby agrees to comply with "Section 3," regulations set forth in 24 CFR 75. The Sub-recipient further agrees to comply with the "Section 3" requirements and to include the language of Attachment "E", Sections A, B, and D in all sub-contracts executed under the Agreement. The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements. Sub-recipient shall sign Attachment "E" as a condition of receiving this grant.

3. Copeland "Anti-Kickback" Act:

As applicable, the Sub-recipient shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals:

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring:

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content:

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process:

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the City under this Agreement

may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

4. Debarment and Suspension

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

5. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of the Title V United State Code.

6. Lobbying

The Sub-recipient hereby certifies that federally appropriated funds have not been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence any award action. Attachment "E" Certification is required of the Sub-recipients as part of the entire Agreement.

7. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 570.611 including the acknowledgement of the Conflict of Interest Statement in Exhibit "F" made a part of this Agreement.

8. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

9. Religious Organizations

The Sub-recipient agrees that all funds and/or programs under this Agreement, which includes faith-based organizations, are subject to the requirements specified in 24 CFR Part 570.200 (j), as amended.

10. Federal Changes

The Sub-recipient shall at all times comply with all applicable HUD regulations, policies, procedures and directives, including without limitation those listed directly

or by reference by the Master Agreement between the City and HUD, as they may be amended or promulgated from time to time during the term of the agreement. Sub-recipient's failure to so comply shall constitute a material breach of this contract.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

1) **Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

X. WAIVER

The Grantee's failure to act with respect to a breach by the Sub-recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

XII. GOVERNANCE AND SEVERABILITY

- A.** This agreement shall be governed by the laws of the State of New Mexico.
- B.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

Agenda Item #8.3.

- C. All attachments are part of this Agreement have the same weight and importance as the initial Sections I through VIII.
- D. All certifications in Attachments “A” through “E” shall be signed by the Sub-recipient as part of this Agreement.

IN WITNESS WHEREOF, the parties hereto do mutually execute the Agreement as of the date first written:

Casa de Peregrinos, Inc.

Signature

Lorenzo Alba, Jr.
Printed Name

Executive Director
Title

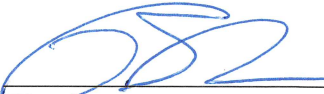
Date

CITY OF LAS CRUCES

Ikani Taumoepeau, Assistant City Manager

APPROVED AS TO FORM:

Date

 8/29/23

City Attorney

REQUIRED CERTIFICATIONS FOR EXECUTION AS PART OF THIS AGREEMENT:

1. Attachment A. Land Use Restrictions Agreement
2. Attachment B. Drug-Free Workplace.
3. Attachment C. EEO/AA Clause.
4. Attachment D. Certification Regarding Lobbying
4. Attachment E. Required City and Federal Clauses and Certifications:

Protest Procedures

Conflicts of Interest

Breaches and Dispute Resolution/ Rights and Remedies

Contracting with Small and Minority Firms, Women's

Business Enterprise and Labor Surplus Area Firms

Bidder's Certification of Energy Conservation, Air Quality and Clean Water Compliance

Retention and Inspection of Records

No Government Obligation to Third Parties

False or Fraudulent Statements of Claims

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

Instructions for Certification

Privacy Act

Termination

State and Local Law Disclaimer

Civil Rights Requirements

Age Discrimination Act

Copeland "Anti-Kickback"

Davis-Bacon Act

Contract Work Hours and Safety Standards Act

ATTACHMENT "A"

**COMMUNITY DEVELOPMENT BLOCK GRANT
LAND USE RESTRICTION AGREEMENT**

THIS LAND USE RESTRICTION AGREEMENT, dated as of _____ 2023, is by and between Casa de Peregrinos (the Lessee) and the City of Las Cruces, a New Mexico municipal corporation.

WITNESSETH:

WHEREAS, the Lessee/Owner operates the Food Bank, a facility (the Project), which is used for Feeding the Hungry, located on lands in the City of Las Cruces, County of Dona Ana, State of New Mexico, more particularly described in Exhibit A hereto; and

WHEREAS, the Lessee/Owner applied with the City of Las Cruces for Community Development Block Grant (CDBG) funds from Program Year 2023 in the amount of \$200,000 for the project and has made certain representations to the City about the Project, as to the nature of the project, including the number of Low-Income clients to be served and what the property shall be used for, which the City of Las Cruces relied in considering the application and committing funds to the project; and

WHEREAS, the CDBG regulations at 24 CFR 570.505, Use of Real Property, require that standards of the use of the property apply from the date CDBG funds are first spent for the property; and

WHEREAS, the Lessee/Owner, under this Agreement, intends, declares and covenants the use and occupancy of the Project shall be and are covenants running with the Project land and shall be binding upon all subsequent owners of the Project for such term until there is a change of use granted following the processes outlined below and the City of Las Cruces has filed a Release of this Agreement with the Office of the County Clerk of Dona Ana County.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, and of other valuable consideration, the Lessee/Owner and the City of Las Cruces agree as follows:

Representations, Covenants and Warranties of the Owner/Lessee

- (a) The Owner/Lessee may not change the use or planned use of any such property including beneficiaries of such use from that for which the acquisition or improvement was made unless the Owner/Lessee provides, though coordination with the City's Community Development Department, affected citizens with reasonable notice of, and opportunity to comment on, and proposed change, and either:
 - 1. The new use of such property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and is not a building for the general conduct of government; or
 - 2. The requirements in paragraph (b) of this section are met.
- (b) If the Owner/Lessee determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (a)(1) of this section, it may retain or dispose of the property for the changed use if the City's CBDG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of and improvements to, the property.
- (c) If the change in use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504 (b)(4) or (5), as applicable, shall apply to the use of the funds reimbursed.
- (d) Following the reimbursement of the CDBG program in accordance with paragraph (b) of the section, the property no longer will be subject to any CDBG requirements.

Miscellaneous

- (a) All notices to be given pursuant to the Agreement shall be in writing and shall be deemed given when mailed by certified or registered mail, return receipt requested, to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate in writing.

Agenda Item #8.3.

To the City of Las Cruces: City of Las Cruces
 Community Development Director
 700 N Main St.
 Las Cruces, NM 88001

To the Lessee: Casa De Peregrinos _____
 999 W. Amador Ave., Ste F _____
 Las Cruces, NM 88005 _____

The City and the Lessee may, by notice given hereunder, designate any further or different, addresses to which subsequent notices, certificates or other communications shall be sent.

(b) The Agreement shall be governed by the laws of the State of New Mexico and, where applicable, the laws of the United State of America.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective duly authorized representatives, as the day and year first written above.

LESSEE _____ (SEAL)

By: _____

Its: _____

State of New Mexico)
City of Las Cruces) ss.
County of Dona Ana)

This instrument acknowledged before me this _____ day of _____, 20__ by _____
of _____ its _____.

CITY OF LAS CRUCES (SEAL)

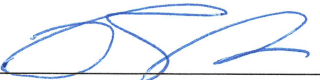
By: _____

Its: _____

State of New Mexico)
City of Las Cruces) ss.
County of Dona Ana)

This instrument acknowledged before me this _____ day of _____, 20__ by _____
of _____ its _____.

APPROVED AS TO FORM

 8/29/23

City Attorney

ATTACHMENT "B"

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

This certification set out below is a material representation upon which reliance is placed by the City of Las Cruces and the U.S. Department of Housing and Urban Development (HUD) in awarding this Grant. If it is later determined that the Sub-recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the City's Community Development Department and/or HUD, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. The Sub-recipient will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. The Sub-recipient certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The Sub-recipient's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - C. Making it a requirement that each employee be engaged in the performance of the grant is given a copy of the statement required by Paragraph "A."
 - D. Notifying the employee in the statement required by Paragraph "A" that, as a condition of employment under the Grant, the employee would:
 1. Abide by the terms of the statement; and
 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
 - E. Notify the City's Community Development Department and/or HUD in writing within ten (10) calendar days after receiving notice under Subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant.

Agenda Item #8.3.

- F. Taking one of the following actions, within 30 calendar days of receiving notice under Subparagraph (D) (2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E) and (F).
2. The Sub-recipient shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the Grant funds (including street address, city, county, state, zip code and total estimated number of employees). The Sub-recipient further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the Agreement, it shall notify the City's Community Development Department and/or HUD immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of Sub-recipient: Casa de Peregrinos, Inc.

Program Name: Food Bank

Date: _____

The Sub-recipient shall insert in the space provided below the site(s) expected to be used for the performance of work under the Grant covered by the certification:

Place of Performance includes street address, city, county, state, zip code for each site:

Check _____ if there are work places on file that are not identified here.

By: _____ Date: _____

ATTACHMENT “C”

**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION CLAUSE FOR
CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out this Agreement, the Sub-recipient and its contractors and subcontractors, if any, shall not discriminate against any employee or applicant for employment because of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, physical or mental handicap or serious medical condition, or status with regard to public assistance. The Sub-recipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices shall include, but not be limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Sub-recipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Sub-recipient shall state in all solicitations or advertisement for employees placed by or on behalf of the Sub-recipient that it is an Equal Opportunity or Affirmative Action employer.

By: _____ Date: _____

CERTIFICATION OF
RESTRICTIONS ON LOBBYING

31 U.S.C. 1352; 49 CFR Part 19; & 49 CFR Part 20

I, _____, hereby certify on behalf of Casa de Peregrinos, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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 Standard Form- "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subgrants, loans, and cooperative agreement) which exceed \$100,000, and that all such Sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. As required by 49 CFR part 20, "New Restrictions on Lobbying," I will disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on my behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, of 2021.

Company Name: Casa de Peregrinos

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

PROTEST PROCEDURES

Protests concerning this proposal can be filed as per Las Cruces Municipal Code Section 24-286 and 24CFR85.36 (b) (12) (i) (ii). A protestor must exhaust all administrative remedies with the City before pursuing protest with a Federal agency. Reviews of protests by the Federal agency will be limited to:

- 1. Violations of the City’s protest procedures for failure to review a complaint or protests.
- 2. Violations of Federal law or regulations and the standards of 24CFR85.36

Protests received by a Federal agency other than those specified above will be referred to the City.

Company Name’s: Casa de Peregrinos, Inc.

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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CONFLICTS OF INTEREST

Based in part on federal regulations 2 CFR 200 and Contract agreement between the Owner and HUD, no employee, officer, or agent of the Owner (HUD grantee) shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner, or
- (iv) An organization that employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

(a) The grantee’s or subgrantee’s officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from Proposers, or parties to sub-agreements. Grantees and subgrantee’s may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee’s and sub grantee’s officers, employees, or agents or by Proposers or their agents.

(b) The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest. Neither the Owner nor any of its proposers or their sub proposers shall enter into any Contract, subcontract, or agreement, in connection with any Project or any property included or planned to be included in any Project, in which any member, officer, or employee of the Owner, or any member of the governing body of the locality in which the Project is situated, or any member of the governing body of the locality in which the Owner was activated, or in any other public official of such locality or localities who exercises any responsibilities or functions with respect to the Project during his/her tenure or for one year thereafter has any interest, direct or indirect.

- 1. If any such present or former member, officer, or employee of the Owner, or any such governing body member or such other public official of such locality or localities involuntarily acquires or had acquired prior to the beginning of his/her tenure any such interest, and if such interest is immediately disclosed to the Owner and such disclosure is entered upon the minutes of the Owner, the Owner, with the prior approval of the Government, may waive the prohibition contained in this subsection: Provided, That any such present member, officer, or employee of the Owner shall not participate in any action by the Owner relating to such contract, subcontract, or arrangement.

Company Name: Casa de Peregrinos, Inc.

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

BREACHES AND DISPUTE RESOLUTION

Applicability to Contracts - All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Flow Down - The Breaches and Dispute Resolutions requirements flow down to all tiers.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Company Name: Casa de Peregrinos

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

CONTRACTING WITH SMALL AND MINORITY FIRMS,
WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

- (1) The Prime Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
 - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Company Name: Casa de Peregrinos
Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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BIDDER’S CERTIFICATION OF ENERGY CONSERVATION
AIR QUALITY AND CLEAN WATER COMPLIANCE

Company/Organization Name: Casa de Peregrinos, Inc.

The third party Contractor named above hereby certifies compliance with the requirements listed below and regulations issued by the Environmental Protection Agency (EPA), Federal Highway Administration, Federal Transit Administration (FTA) and other agencies of the Federal Government as well as future regulations, guidelines, standards, orders, directives or other requirements that may affect this procurement contract.

The above named Contractor will:

- 1. Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C., 7401 et seq.
- 2. Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Act, as amended, 33 U.S.C., 1251 et seq.
- 3. Comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 4. Report any violation of these requirements by a sub recipient or itself, resulting from completing the required manufacturing and delivery of vehicles included with this contract to HUD and the appropriate United States EPA Regional Office.
- 5. Agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with assistance provided by HUD.

Company Name: Casa de Peregrinos

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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RETENTION AND INSPECTION OF RECORDS

- A. Families & Youth Inc., the City, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Proposer’s directly pertinent books, documents, papers or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- B. The Proposer agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above, "“Subcontract,” as used in this clause, excludes purchase orders not exceeding \$10,000.

The periods of access and examination in paragraphs (A) and (B) above for records relating to appeals, litigation or settlement of claims arising from the performance of the contract to which the City, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

ACCESS TO RECORDS

The Contractor agrees to provide the Purchaser, the HUD Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable HUD regulations, policies, procedures and directives, including without limitation those listed directly or by reference by the Master Agreement between the City and HUD, as they may be amended or promulgated from time to time during the term of the contract. Contractor’s failure to so comply shall constitute a material breach of this contract.

COPYRIGHTS AND RIGHTS IN DATA

The City shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials, designs and documents discovered or produced by Proposer pursuant to the terms of the contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Company Name: Casa de Peregrinos

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

- (1) The City of Las Cruces and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City of Las Cruces, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Company Name: Casa de Peregrinos, Inc.

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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FALSE OR FRAUDULENT STATEMENTS OR CLAIMS

The Contractor acknowledges and agrees that:

- (1) The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. Accordingly, by executing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may apply, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Recipient to the extent the Federal Government deems appropriate.
- (2) If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized for 49 U.S.C. § 5307, the Government reserves the right to impose on the Recipient the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate

Company Name: Casa de Peregrinos, Inc.

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED NSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name: Casa de Peregrinos, Inc.

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Transportation (DOT) may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by HUD.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligible and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the Federal Government, the DOT may pursue available remedies, including suspension and/or debarment.

PRIVACY ACT

The Proposer agrees to comply with all applicable terms in the Privacy Act of 1974; will notify the government when the Proposer anticipates operating a system of records on behalf of the government in order to implement the bid if such system contains information about individuals retrievable by the individual's name or other identifier; and will include in any subcontract the Privacy Act notifications above.

Company Name: Casa de Peregrinos, Inc.

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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TERMINATION

Flow Down

The termination requirements flow down to all contracts in excess of \$10,000, with the exception of contracts with nonprofit organizations and institutions of higher learning.

- a. **Termination for Convenience (General Provision)** The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.
- b. **Opportunity to Cure (General Provision)** The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions
If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.
- c. **Termination for Default (Supplies and Service)** If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City may terminate this contract for default. The City shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City.

Company Name: Casa de Peregrinos

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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STATE AND LOCAL LAW DISCLAIMER

Flow Down - The Disclaimer has unlimited flow down.

State and Local Law Disclaimer - The use of many of the suggested clauses are not governed by Federal law, but are significantly affected by State law.

Company Name: Casa de Peregrinos, Inc.

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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CIVIL RIGHTS REQUIREMENTS

**29 U.S.C. § 623, 42 U.S.C. § 2000; 42 U.S.C. § 6102, 42 U.S.C. § 12112;
42 U.S.C. § 12132, 49 U.S.C. § 5332; 29 CFR Part 1630; & 41 CFR Parts 60 et seq.**

Flow Down - The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights - The following requirements apply to the underlying contract:

- (1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.
- (2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
 - (b) **Age** - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
 - (c) **Disabilities** - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- (3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by HUD, modified only if necessary to identify the affected parties.

The Remainder Of This Certification Continues on the Next Page

AGE DISCRIMINATION ACT

The Contractor shall comply with all the requirements of the Age Discrimination Act of 1975 42 U.S.C. 6101 et seq. or with respect to otherwise qualified handicapped persons as provided in section 504 of The Rehabilitation Act of 1973 29 U.S. C. 794.

Company Name: Casa de Peregrinos, Inc.

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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COPELAND "ANTI-KICKBACK"

Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair)

Company Name: Casa de Peregrinos, Inc.

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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DAVIS-BACON ACT

Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)

Company Name: Casa de Peregrinos, Inc.

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

Company Name: Casa de Peregrinos, Inc.

Title of Person Authorized to Sign this Form: Executive Director

Date: _____

Signature: _____

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SECTION 3 CLAUSE – SUBRECIPIENTS AND CONTRACTORS

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- F. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Signatures on next page

ATTEST:

By: _____ **Date:** _____

By: _____ **Date:** _____